

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING			
2. CONTRACT (Proc. Inst. Ident.) NO. DCC50PAPT08001010		3. EFFECTIVE DATE 09/01/2006		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. IN 150P0601337			
5. ISSUED BY  Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St., MDE, 7th Floor ALEXANDRIA, VA 22313-1450		CODE	000PA	6. ADMINISTERED BY (If other than item 5)			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  SI INTERNATIONAL INC 12012 SUNSET HILLS RD, 8TH FL RESTON, VA 20190-5869		8. DELIVERY  <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %			
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM					
CODE:		FACILITY CODE:					
11. SHIP TO/MARK FOR		CODE		12. PAYMENT WILL BE MADE BY  OFFICE OF FINANCE Dir. US Patent & Trademark Ofc PO Box 1450 Mail Stop 17 Alexandria, VA 22313			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		14. ACCOUNTING AND APPROPRIATION DATA 2006 - A - 150997 - 150997 - A25073 - NONCOMP - 2510 - -----					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	See Line Information						
15G. TOTAL AMOUNT OF CONTRACT					\$14,617,391.00		
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTORS NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)  Kathleen Ottara V.P. Contracts				20A. NAME OF CONTRACTING OFFICER  Chris Hannah			
19B. NAME OF CONTRACTOR  BY <u>Kathleen Ottara</u> (Signature of person authorized to sign)		19C. DATE SIGNED  9/1/06		20B. UNITED STATES OF AMERICA  BY <u>Chris Hannah</u> (Signature of Contracting Officer)		20C. DATE SIGNED  09/01/2006	

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

ITEM NO	SUPPLIES OR SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Pre-Grant Publication (PG PUB) Classification Services	1.0000	EA	\$14,617,391.0000	\$14,617,391.00
Period of Performance: - Delivery Schedule:					
<u>Delivery Number</u> <u>Delivery Date</u> <u>Quantity</u>					
Description: Pre-Grant Publication (PG PUB) Classification Services					
Requisition Number: 150PD601337					
Base/Option (Period or Quantity): Base					
1. 2006 - A - 150997 - 150997 - A25073 - NONCOMP - 2510 - - - - -					
\$14,617,391.00					

## Accounting and Appropriations Data:

## Accounting and Funding Total:

\$14,617,391.00

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 PERFORMANCE BASED SERVICES CONTRACT**

This is a Performance Based Services Contract. The Contractor shall provide the services required in SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT at the prices proposed in this Section B.

**B.2 CONTRACT TYPE**

The Government will award a single contract that contains Fixed Price Requirements Contract Line Item Numbers (CLIN), Fixed Price Indefinite Delivery/Indefinite Quantity (IDIQ) CLINs, and two Firm Fixed Price CLINs as indicated below:

<u>CLIN</u>	<u>TYPE</u>
0001A through 0001K	Fixed Price Requirements
0002A through 0002K	Fixed Price IDIQ
0003A through 0003K	Fixed Price IDIQ
0004A through 0004K	Fixed Price IDIQ
0005A through 0005K	Fixed Price IDIQ
0006	Firm Fixed Price
0007	Firm Fixed Price

This contract contains performance-based incentive packages that include a multi-tiered payment structure and award terms that can extend the period of performance of the contract. For the Requirements CLINs, realistic estimates are provided and for the IDIQ CLINs, the Government's minimum, maximum, and estimated quantities are provided.

**B.3 CONTRACT PRICES**

The Contract Line Item Numbers (CLINs) with their associated description, minimum, maximum, estimate, unit, unit price and estimated total prices are found at Section J, Attachment "A" to this contract.

## **B.13 MEASUREMENT OF PERFORMANCE**

### **B.13.1 Determination of Error Rate**

The term "Error Rate" refers to percent of incorrect classifications provided by the contractor to the USPTO. The USPTO will randomly sample classified applications from the pool of applications submitted under CLINs 0001A and 0002A, and corresponding CLINS during the option periods (CLINs 0001B through 0001E and 0002B through 0002E), and corresponding CLINs under any award term periods awarded (CLINs 0001F through 0001K and 0002F through 0002K) on a monthly basis. The sample size for each CLIN will be the greater of 1% of the applications classified by the contractor or 300 applications, except that if the contractor has classified less than 300 applications under a specific CLIN the sample size shall be 100% of the applications classified. If the initial sample shows an error rate between 10.01% to 15%, the Government will increase the sample size to the greater of 3% or 900 applications. For the purposes of applying Performance Based Price Adjustments (see table in paragraph B.13.3), the USPTO will use the calculated error rate from this sample (of CLINs 0001 and 0002) to determine one error rate which the USPTO will use in calculating the performance based adjustments for CLIN's 0001 and 0002. The USPTO will calculate speed independently for CLINs 0001 and 0002.

For each CLIN sampled, the Government will establish three partial error rates reflecting primary classification errors, Mandatory/Discretionary classification errors, and IPC classification errors. The primary classification error rate will be calculated by dividing the number of errors in assigning a primary classification by the number of applications sampled. The Mandatory/Discretionary classification error rate will be calculated by dividing the number of Mandatory and Discretionary classification errors by the total number of Mandatory and Discretionary classifications that should have been assigned to the sampled applications. The IPC error rate will be calculated by dividing the number of IPC classification errors by the number of IPC classifications that should have been assigned to the sampled applications.

The overall error rate for each CLIN sampled will be determined by multiplying the primary classification error rate by 0.5, the Mandatory/Discretionary error rate by 0.25, and the IPC error rate by 0.25; summing the three rates; and multiplying the sum by 100 to establish a percentage. As the USPTO transitions to an international classification system, the weights may change in the future.

### **B.13.2 Determination of Speed**

The term "Speed" refers to the percentage of applications that are processed on time and are not overdue. As directed by the Government, the contractor will have a specified period of time to provide the necessary classifications. The day count begins the day an application is made available for classification and ends on the day the contractor provides the required data by the method specified in section C.9 of this contract. An overdue application is any application for which the specified period of time has elapsed and the contractor has still not provided the required data by the means specified in Section C.9 of the contract. The USPTO will perform 100% inspection for compliance with the stated time standard per application. The Government will review the contractor's compliance with the time standards and will calculate the average "speed" of the contractor for each month. The total number of applications submitted late during the evaluated monthly period plus the number of applications that are overdue at the end of the evaluated monthly period will be divided by the total number of applications submitted for the evaluated monthly period. This result will be subtracted from one and multiplied by 100 to establish Speed, i.e., the rate of speed the applications are completed expressed as a percent of the time standard (see the Speed column in the table of paragraph B.13.3). This figure will be used in calculating performance-based adjustments to the unit price for CLINs 0001A and 0002A, and corresponding CLINS during the option/award periods in the contractor's invoices for the measured period.

Example A:  $1 - ((10 \text{ applications submitted late} + 20 \text{ applications overdue}) / 30000 \text{ applications}) = 0.999 \text{ or } 99.9\%$

Example B:  $1 - ((125 + 175) / 30000) = 0.99 \text{ or } 99\%$

**B.13.3 Performance Based Price Adjustments** (Applicable only to CLINs 0001A through 0001K and 0002A through 0002K)

Price adjustments are designed to provide incentives and to assure performance of all requirements at or above the Government's Acceptable Quality Level. Acceptable Quality Levels per CLIN are provided in Section C. Quality must be recognized as a vital requirement of this Contract. Government Quality Assurance shall be performed in accordance with Section E.

Prices listed in the Offeror's proposal and subsequently incorporated via contract award will be subject to the following performance based adjustments:

Speed	Error Rate during Contract Period I	Error Rate during remainder of the Contract	Incentive Paid
When applications are completed within ___% of Time Standard	When CLIN Error Rate is ___%	When CLIN Error Rate is ___%	The following unit price adjustment will be applied per CLIN for the evaluated period.
96	0-1%	0-1%	6% of CLIN price added to CLIN price
96	1.01-2%	1.01-2%	4% of CLIN price added to CLIN price
96	2.01-3.49%	2.01-3.49%	2% of CLIN price added to CLIN price
96	3.5-7.5%	3.5-5%	None (CLIN price will be paid)
96	7.51-9%	5.01-6.5%	2% of CLIN price subtracted from CLIN price
96	9.01-10.5%	6.51-8%	4% of CLIN price subtracted from CLIN price
96	10.51-12.5%	8.01%-10%	6% of CLIN price subtracted from CLIN price
96	12.51-17.5%	10.01-15%	10% of CLIN price subtracted from CLIN price**
96	17.51-22.5%	15.01-20%	20% of CLIN price subtracted from CLIN price**
93 – 95.9	0-7.5%	0-5%	5% of CLIN price subtracted from CLIN price
93 – 95.9	7.51-12.5%	5.01-10%	10% of CLIN price subtracted from CLIN price
93 – 95.9	12.51-17.5%	10.01-15%	15% of CLIN price subtracted from CLIN price**
93 – 95.9	17.51 – 22.5%	15.01 -20%	25% of CLIN price subtracted from CLIN price**
Less than 93%	Any	Any	50% of CLIN price subtracted from CLIN price **
Any	>20%	>20%	**

\*\* Contractor performance at this level may lead to the return of the entire month's production for re-performance and/or termination for default. If the initial sample shows an error rate between 10.01% to 15%, the Government will increase the sample size to the greater of 3% or 900 applications.

**Any applications not classified within a total of 56 calendar days after receipt by the contractor may result in discontinuance of assignment of work under the contract.**

**B.13.4 Award Terms**

Sixty days prior to the expiration of each of contract periods I -- V, a contract review board will convene to determine whether or not an award term shall be converted to an option period based upon the contractor's performance during the course of the previous year. In order to be eligible for the conversion of an award term, the contractor must perform each month at the acceptable quality level, defined as an Error Rate of 5% or less and a Speed rating of at least 96%. No individual month can fall below this standard. Additionally, conversion of an award term will be based on subjective criteria such as the contractor's performance on discretionary classifications, the contractor's performance on offensive material review, the contractor's responsiveness to legitimate USPTO requests, and other aspects of performance.

The contract review board's determination will be implemented as follows: If the board determines that conversion of an award term is warranted, the first (lowest numbered) remaining award term of the contract will be converted to an option period exercisable in accordance with paragraph 17.207 of the FAR. If the board determines that conversion of an award term is not warranted, the last (highest numbered) remaining award term will be permanently removed from the contract. Thus, the review board convened at the end of the contract period I will either convert contract period VI from an award term to an option period, or will remove contract period X from the contract.

**B.14 PRICE REDUCTION**

It is anticipated that the contractor's unit cost may decrease during the contract term due to increased efficiencies and improved risk management based upon enhanced understanding of the USPTO's requirements. At any time during contract performance, but no more frequently than every six months, the contractor may submit a proposal to reduce its contract pricing. The USPTO will review the proposal for price realism and any potential unbalancing, and may request supporting documentation if appropriate. If the USPTO determines that the proposed reduced pricing is realistic and not unbalanced, the parties will execute a bilateral modification implementing the reduced prices. If the contractor wishes to have reduced prices considered in the USPTO's determination to exercise or not exercise a contract option, the contractor shall submit its reduced pricing proposal at least 90 days before the expiration of the current period of contract performance, as applicable.

## **SECTION C – STATEMENT OF OBJECTIVES**

### **C.1 OVERVIEW**

The contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise provided or specified) to perform Pre-Grant Publication Classification Services as detailed in this contract.

The United States Patent and Trademark Office (USPTO) seeks to award a contract to vendors with superior management, past performance, and pricing to provide USPTO with classification services for the next 5 years in order to benefit the USPTO's core business mission, which is the examination, granting, and dissemination of patents and trademarks. The contract will also provide the possibility of earning up to a total of five, one-year award term years based on sustaining superior performance.

The USPTO is an agency comprised of approximately 7,500 employees, plus an estimated 1,000 contractor support personnel located in Alexandria and Crystal City/Arlington, VA.

The Government Performance and Results Act (GPRA) places management expectations and requirements on Federal agencies by creating a framework for more effective planning, budgeting, program evaluation and fiscal accountability for Federal programs. The intent of this act is to focus clearly on results and to improve public confidence in Federal agency performance by holding agencies accountable for achieving program goals. GPRA requires agencies to define their mission, establish goals, and determine how those goals will be met, establish performance measures, use the information gathered from those performance measures to make improvements, and report on their accomplishments. USPTO's streamlined acquisition process uses GPRA as its springboard to launch new projects and acquisitions.

In keeping with GPRA, the Clinger-Cohen Act of 1996 (CCA) was enacted to require that agencies set goals, measure performance, and report on progress in improving the efficiency and effectiveness of operations through the use of information technology. Consistent with GPRA and CCA, any contract resulting from the RFP will contain performance-based measures emphasizing high-quality state-of-the-art products, timely delivery, and superior services to our customers.

### **C.2 PROJECT OBJECTIVE**

The objective of this project is to provide the USPTO with quality Classification services over the next 1 to 10 years to benefit its core business mission, which is the examination, granting, and dissemination of patents and trademarks.

The Offeror shall provide:

- 1) Quality Assurance/Quality Control
- 2) Responsive contract management;
- 3) Accurate classification work;
- 4) Timely delivery; and
- 5) An open and supportive relationship with USPTO

### **C.3 (INTENTIONALLY LEFT BLANK)**

## C.4 SCOPE OF WORK

This contract is to fulfill the USPTO requirements for Pre-Grant Publication Classification Services. Quality must be clearly recognized as a vital and mandatory requirement of this contract. It is anticipated that specific requirements will change over the life of this contract. This will result in the USPTO modifying this contract to incorporate in-scope changes. Further, given the pace of change in information technology and the telecommunications marketplace, it is impossible to anticipate how individual USPTO requirements will evolve over the life of the contract. Throughout the life of this agreement, the contractor is encouraged to continuously seek ways to incorporate innovative and emerging technologies that in the most economic and efficient manner improve systems and mission performance.

(a) The United States Patent and Trademark Office (USPTO) receives the following types of patent applications: Utility, plant, reissue, design, provisional, and international. International applications are filed and processed under Patent Cooperation Treaty (PCT) provisions. National stage applications also are filed under PCT provisions, but are examined in the same manner as applications filed directly with the USPTO. The international and national stage applications are received in and initially processed by the PCT Operations office.

(b) Utility applications request patent protection for a new and useful process, machine, article of manufacture, or compositions of matter, or any new and useful improvement thereof. In a design application, the subject matter is a new, original, and ornamental design for an article of manufacture. Plant applications cover the invention or discovery and asexual reproduction of any distinct and new variety of plants. A provisional application provides a lower cost first patent filing in the United States and provides the means to establish an early effective filing date in a subsequent patent application. Provisionals are not examined for patentability. A reissue application is an application for a patent to take the place of an unexpired patent that is defective in some one or more particulars. (See Chapter 200 of the Manual of Patent Examining Procedures—MPEP—for a detailed discussion of application types.) All of these applications are considered US applications and are received in and initially processed by the Office of Initial Patent Examination (OIPE).

(c) The American Inventors Protection Act of 1999 (AIPA) requires the publication of pending patent applications "promptly after" 18 months from earliest filing or priority date, or earlier if requested. Only plant and utility applications are published under this Pre-Grant Publication (PGPub) requirement; however, there are exceptions to this required publication. Prior to publication, PGPub data is assigned. The minimum PGPub data is a Representative Figure (if any), a Primary USPC and a Primary IPC. An additional Figure and additional Mandatory and Discretionary USPCs and IPCs may also be appropriate.

(d) The USPTO is currently using a prototype Application Routing Tool (ART) to determine a routing classification. The routing classification includes a class, subclass, and group art unit (GAU). ART begins by identifying a number of granted US patent documents similar to the pending application. It looks up the most representative classifications of the identified patents and sorts by classification. The net result is a listing of "most probable" class and subclass pairs arranged in descending order of probability. In a final lookup, the GAU examining each classification is identified and the application is routed to the most probable GAU. If the ART results are available for a patent application, the office will provide these results to the contractor at the time the application is made available for Pre-Grant Publication classification. As long as the USPTO continues to employ ART, the contractor will be provided the results of this automated search.

(e) The USPTO reviews the routing of applications prior to examiners beginning the examination process. This may occur many months or even a year or more after the application was originally classified. As a result, the USPTO may question the Primary classification used for routing purposes to determine the Art Unit assigned to examine the application. Such questions would not be related to routine errors in the Primary classification, but would relate to situations where the USPTO cannot readily determine the correct Primary classification to be used for final routing purposes. The Primary classification may be in question due to subject matter not being covered adequately by the USPC, subject matter being found in more than one classification in the USPC, vague claim language, etc. Such questioned Primary classifications need further research to be performed to aid the USPTO in determining the best Art Unit to examine the application.

(f) The USPTO does not currently validate USPC or IPC classifications when they are assigned by the examiner at the time of allowance of an application. A number of months after the examiner assigns the classifications, when the allowed application is being prepared for publication, the classifications are validated for



input into the classification databases. If invalid classifications are found, the correct classifications will need to be provided by the contractor for the classification databases before the granted patent publishes. A review of any other valid classifications assigned to the allowed patent application is usually not necessary. The USPTO plans to validate classifications when the examiner assigns them at time of issue, therefore, fewer classifications may need correcting at the time of publication.

(g) The USPTO validates all PG PUB classification data before an application is sent to the publisher. Applications that have been previously classified will sometimes fail to validate because a previously assigned classification has been abolished. When this occurs, the contractor will be required to change the abolished classification to the appropriate active classification.

## C.5 REFERENCES

The Contractor shall classify according to the policy and guidance provided in this clause of the contract and as otherwise directed by the Government. The contractor is responsible for keeping current with posted updates and shall classify according to the most recent update version for each reference.

- Advance Classification Orders (USPC) –
- Manual of Classification (USPC and IPC) -- <http://www.uspto.gov/go/classification/>
- Subclass Data File (SDF)
- IPC Valid Symbols File
- Classification Definitions (USPC and IPC) -- USPC Defs: <http://www.uspto.gov/go/classification/>
- IPC Schedules: <http://www.wipo.int/classifications/ipc/ipc8/?lang=en> • USPC and IPC Catchword Index – USPC Index: <http://www.uspto.gov/go/classification/uspcindex/indextouspc.htm>
- IPC Catchword Index: <http://www.wipo.int/classifications/ipc/ipc8/?lang=en> • US-IPC Concordance. -- <http://www.uspto.gov/go/classification/index.htm>
- MPEP -- <http://www.uspto.gov/web/offices/pac/mpep/index.html>
- Handbook of Classification for the USPC <http://www.uspto.gov/web/offices/opc/documents/handbook.pdf>
- Guide to the IPC -- <http://www.wipo.int/classifications/ipc/ipc8/guide/en/guide.pdf>
- Overview of the Classification System <http://www.uspto.gov/web/offices/opc/>  
USPC Classifications "Arranged by Related Subjects"  
<http://www.uspto.gov/web/offices/opc/documents/classescombined.pdf>

## C.6 REQUIREMENTS

### C.6.1 Mandatory Classification

The contractor will review and analyze each application's content and will, in accordance with guidance provided by the Government, determine the appropriate classifications to be assigned. Each application will be assigned one or more "Mandatory" classifications in each of the USPC and the IPC (also referred to as "obligatory" or "invention" information in the IPC).

**C.6.2 Discretionary Classification**

Discretionary classifications in each of the USPC and the IPC (also referred to as "non-obligatory" or "non-invention" information in the IPC) will be assigned to an application as appropriate. Specific guidance for assigning discretionary classifications may be provided by the USPTO for certain technologies. Any discretionary classifications shall be specified as such.

**C.6.3 Primary Classifications**

The contractor will select the appropriate US Mandatory classification and designate it as the "Primary" classification. See the Handbook of Classification for the USPC (See paragraph C.4). Using the Primary classification provided by the contractor, the Government will assign the Tech Center/Art Unit to which the application should be routed for examination.

**C.6.4 Correction of Classifications for Issuing US Patents**

The contractor will provide corrected classifications for Issuing US Patents that have been assigned invalid or inappropriate USPC or IPC classifications (CLIN's 0003A through 0003K). The process for classifying Issuing US Patents is the same as for applications. For Issuing US Patents, Original USPC classifications are the equivalent of Primary classifications.

**C.6.5 Pre-Grant Classification Changes**

The contractor will provide corrected PG PUB classifications for applications where the USPC or IPC classification has been abolished prior to the date the application is scheduled for transmission to the publisher (CLIN 0004A through 0004K). The contractor will receive a listing of these applications on a weekly basis and will be required to correct these abolished classification entries.

**C.6.6 Researching Classifications**

On occasion, the contractor will be required to perform research, determine the most appropriate Primary classification and provide appropriate justifications (CLIN 0005A through 0005K). The contractor will justify the most appropriate primary classification and any other highly relevant classifications by citing relevant classification schedules/definitions/rules/policies and/or patents.

**C.6.7 Representative Figures**

For each application, the contractor is required to select one or two representative figures for use in publication of the application. Ordinarily, a single figure will be selected for printing. The figure should be illustrative of or helpful in understanding the claimed invention and must not be one that is labeled prior art. The contractor shall select the figure that best represents the invention. If there is no appropriate figure available, an appropriate designation (such as "none") shall be selected.

**C.6.8 Plant Applications**

The classification of plant applications is not contemplated in this solicitation. The government may consider adding this requirement via a bilateral contract modification in the future.

**C.6.9 Offensive Material Review**

The contractor will review each application for offensive material that may affect an application's publication. Applications that may contain subject matter considered to be offensive will be classified then referred to the Government for review. The Deputy Commissioner for Patent Examination Policy has issued the following guidance on reviewing applications for offensive material.

(1) Offensive material is defined in the dictionary as unpleasant, disgusting, revolting, repugnant, causing resentment or anger or insulting. Examples of potentially offensive disclosures in an application are:

- Material suggestive of terrorist activity (e.g., a figure of a plane colliding with a building or methods of delivery of toxins to the Government or general public);
- Graphic sexual illustrations or descriptions;
- Applications obviously devoid of statutory subject matter (e.g., unbomber's manifesto); or
- Applications including derogatory comments concerning the Government.

**C.6.10 Summary**

The Performance Requirements Summary (PRS) is provided in Attachment A.

For each chemical, electrical, and mechanical application reviewed, the contractor will provide to the Government the following data (CLIN's 0001A through 0001K and 0002A through 0002K):

- Application serial number
- All mandatory classifications (US and IPC)
- All discretionary classifications (US and IPC)
- Primary classification (US)
- Representative figure(s) (or an indication none are appropriate)
- Results of review for offensive material

For each application in the normal publication cycle, the contractor must provide the required information within 28 calendar days of receiving the application. For each application in the special publication cycle, the contractor must provide the required information within 10 calendar days of receiving the application. For each Issuing US Patent for which at least one replacement or other appropriate classification is requested (CLIN 0003A through 0003K), the contractor will provide the following:

- Patent number
- Replacement or other classification (including designation of the Original classification, if necessary)

For each Issuing US Patent for which at least one valid or appropriate classification is needed, the contractor must provide the required information within 14 calendar days of receiving the request.

For each application where a previously assigned PGPub USPC or IPC classification has been abolished, the contractor will provide corrected classification data (CLIN 0004A through 0004K). The corrected information must be provided within 14 calendar days of receiving the list. The contractor shall provide:

- Application serial number
- Replacement or other classification (including designation of the primary classification, if necessary)

For each application researched (CLIN 0005A through 0005K), the contractor will provide the following documentation, as appropriate, to justify the classifications:

- Application serial number
- Primary classification (US)
- All mandatory classifications (US)
- Reference to schedules and definitions
- Reference to classification rules or policies
- Example patent(s) showing the classification of similar prior art

For each application researched, the contractor must provide the required information within 21 calendar days of receiving the request. As specified by the Government, the contractor shall provide the Government with this information in MSWord (compatible with Microsoft Office 2000) or other Government-approved electronic software/format.

It shall be noted that an essential requirement of this contract is the safeguarding of patent application information. The contractor shall not remove any patent application information from the USPTO-designated and approved work site. Failure to comply with this requirement may result in termination for default and legal action.

## **C.7 CONTRACT START-UP (See Item 0006 under Section B and Section L.3.1.3)**

The Contractor will be required to begin performance of the USPTO's full pre-grant classification requirements no later than six months after award. The USPTO prefers, but does not require, that the contractor begin performance, on a full or partial basis, earlier than six months from award.

During the start-up period, the Government will make reasonable resources available to review preliminary work completed by the contractor and to provide feedback on that work. However, the Government will pay the amounts set forth in CLINS 1 through 5 only for work that is submitted for payment in accordance with the terms of the RFP and that meets the quality and timeliness requirements set forth in sections B and C. All other work performed by the contractor during the start-up period will be compensated only through the fixed start-up price established under CLIN 6 of the contract. The contractor's work covered by the start-up price shall be deemed to have been delivered to the Government upon the contractor's commencement of full production under the contract and completion of one month's work in a manner that fully complies with all requirements of the contract. In accordance with FAR 52.232-28, the contractor can receive performance-based financing payments during the start-up period in accordance with Attachment 'B' to this contract, Schedule for Performance Payments. Once the government has verified the successful completion of each event in Attachment "B", the contractor shall be eligible to receive its corresponding payment. For purposes of paragraph (c)(2)(iii) of provision 52.232-28, the total of performance-based payments shall not exceed 90% of an offeror's CLIN 6 price. The offeror's start-up price shall not exceed 10% of the sum of the offeror's estimated total prices for Contract periods I through V, not including the CLIN 6 price.

In addition, within 30 days after the award of the contract, the government will provide the training described in Attachment "C" to this contract unless declined by the contractor.

## **C.8 QUALITY CONTROL**

The Government will sample classification work performed by the contractor in accordance with the Measurement of Performance clause (B.13) of this contract. For an overview of the quality checking process, see Attachment "D".

Quality checking of PGPub classification work will be done by sampling. The Government will review a sample each month to determine the quality of US and international classifications assigned. Mandatory classifications assigned will be reviewed to determine their correctness and to ensure all required classifications are present. Incorrect and missing mandatory classifications will be considered errors. Discretionary classifications will be reviewed to ensure any specific supplemental guidance provided by the USPTO was followed. Instances of failure to follow such guidance (e.g., failing to provide required discretionary classifications) will be considered errors. International classifications assigned by the contractor will be reviewed to ensure all appropriate "Mandatory" (also referred to as "obligatory") IPC classifications are present. The absence of a valid mandatory IPC will be considered an error. The Government will calculate a monthly error rate.

The contractor will be provided notice of each classification error determined by the Government, as well as data on quality review results such as the identification of specific classifications in which a high rate of errors is occurring. The Government's determination of classification errors shall be final for all purposes unless disputed by the contractor within 14 calendar days of notice to the contractor of the determination. At its discretion, the Government may provide or may require the contractor to provide additional training to contract staff to improve classification assignment.

## **C.9 WORKFLOW PROCESS**

Every business day, the USPTO will create an electronic file containing application images for applications that require pre-grant publication classification and/or other classification processing by the contractor. The USPTO will also provide a XML file designating the application(s) in the special publication cycle. The USPTO will transmit these files to a contractor provided server over a contractor provided communication channel every business day. The USPTO estimates the average application contains 60 pages with an average image size per page of 55 kilobytes. The contractor must provide a mechanism for receiving and storing the image files. To meet the contract requirement to provide a mechanism for receiving the image files from the USPTO and to transmit the files back to the USPTO, the contractor will utilize one DS-3 and two T-1 data lines. The contractor will be responsible for all costs associated with the installation and operation of these data lines for the life of the contract. The contractor retains the right to change the technology as long as the change does not significantly increase the risk to the USPTO. The contractor will verify the receipt, retrievability, and usability of this data and will utilize it to determine the appropriate classifications required for each application. Within 1 business day of receiving application data from the USPTO, the contractor will notify the designated individual of successful receipt and will request replacement of unreadable/unusable data and provision of missing data needed to complete the work. In general, if the contractor has available an application's specification, claims and drawings, the work can be completed as required. The USPTO will provide the contractor with sufficient pages of a jumbo application to complete the work, but may not provide the entire application.

The contractor shall provide XML tagged text format electronic data files containing the required classification data for completed applications to the USPTO by placing the files on the contractor provided server. The USPTO will retrieve these files from the contractors server over the contractor provided communication channel. The USPTO will process the XML file to load classification data into USPTO production systems.

## **C.10 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION**

The contractor will provide a server to receive application data from the USPTO and to place files for delivery to the USPTO. The USPTO will provide the operating system and application software for this server. The USPTO must have sole administration rights to this server. The USPTO will schedule and control all files transfers between the contractor and the USPTO. The USPTO will allow the contractor to retrieve application data that the USPTO has placed on the server for processing by the contractor. The USPTO will also permit the contractor to place files for delivery to the USPTO as required by the contract, on the server for retrieval by the USPTO.

The USPTO will provide the contractor with Government Furnished Information in the form of patent application files. The USPTO will also provide access to PubWest (a web based patent examiner search engine). The contractor shall maintain the confidentiality of patent application files and all information contained therein. The contractor must adequately protect all application files, application data, and all communications and storage media during all phases of processing. The contractor must have adequate procedures for restricting access to every copy of the data to only those contractor personnel that must have access to the patent application data to fulfill the contract requirements. The contractor must establish effective procedures to prevent unauthorized access to the confidential data.

On very rare occasion, the USPTO may request that the contractor delete all data for a specified patent application. If the USPTO requires deletion of data for a specified patent application, the contractor will not be required to provide classification data for the specified patent application. The contractor will have 5 workdays after the USPTO notifies the contractor to permanently delete all records and copies of records including back-up copies.

**C.11 REPORTING REQUIREMENT**

The contractor shall provide daily, weekly, and monthly reports as required. Such reports shall be in MS Word and MS Excel as appropriate. The contractor shall provide a monthly report detailing the contractor's measure of its quality and timeliness in performing the requirements of this contract. The contractor shall also provide a weekly report detailing the applications that cannot be processed due to awaiting the resolution of an issue with the USPTO. The contractor shall also provide a weekly report of applications that have been flagged by the contractor as possibly containing offensive material. It is anticipated that the contractor and the USPTO will meet within 60 days after the effective date of the contract to specify the type, format, and frequency of reports to be provided under the contract. The reports generated by the contractor shall be provided via email.

**C.12 CLIN 0007**

The contractor shall comply with the requirements found in Clause CAR 1352.239-73- SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES.

**SECTION D - PACKAGING AND MARKING**

Any deliverable required under this contract shall be delivered electronically by placing the files on a contractor provided server at the contractor facility. The USPTO will administer this server and retrieve the electronic files daily using the contractor provided communications channel. Deliverables under CLIN 0001-0004 shall be submitted in Tagged XML format. Deliverables under CLIN 0005 shall be submitted in MS Word Format. The electronic file format will include XML tagged text files in a format suitable for automated processing by the USPTO.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE**

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

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<http://www.arnet.gov/far/>  
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52.246-04	Inspection of Services – Fixed Price	AUG 1996
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**E.2 QUALITY ASSURANCE SURVEILLANCE PLAN**

The contractor shall perform Quality Control in accordance with its Quality Control Plan, Attachment "E" to this contract. The Quality Control Plan may be modified during the contract life as deemed necessary. The Quality Control Plan is designed to ensure quality assurance in order to meet the quality standards specified in Sections B and C of the contract.

**E.3 DELIVERABLES REQUIRED UNDER CLAUSE CAR 1352.239-73- SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES**

Under any resulting contract, the USPTO will inspect and accept all deliverables required under clause CAR 1352.239-73- SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES found in Section H of this RFP.



## SECTION F – DELIVERIES OR PERFORMANCE

### F.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE

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

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

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

### F.2 EFFECTIVE PERIOD OF THE CONTRACT

The effective period of this contract is as follows:

Contract Period I	Performance will begin on the effective date of contract award and continue through one year thereafter. Up to six months of contract period I shall be performed in accordance with CLIN 0006 (see also Section C.6 of this RFP)
Contract Period II	Date of Option Exercise to one year thereafter
Contract Period III	Date of Option Exercise to one year thereafter
Contract Period IV	Date of Option Exercise to one year thereafter
Contract Period V	Date of Option Exercise to one year thereafter
Contract Period VI	Date of Award Term to one year thereafter
Contract Period VII	Date of Award Term to one year thereafter
Contract Period VIII	Date of Award Term to one year thereafter
Contract Period IX	Date of Award Term to one year thereafter
Contract Period X	Date of Award Term to one year thereafter

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to the order to the same extent as if the order were completed during the contract's effective period. The base period is subject to four, one-year option period extensions. Delivery orders or task orders will not be issued prior to the availability of appropriated funds from which expenditures there under may be made.

### F.3 ORDERING PROCEDURES

- A. As required, the Contracting Officer will issue a modification to the contract providing funding for the task or delivery order.
- B. Services to be furnished under this contract shall be ordered by the issuance of a task or delivery order (Sent to the Contractor via electronic mail/fax from the Contracting Officer (CO)).
- C. All orders issued hereunder are subject to the terms and conditions of this contract. The Contract shall govern in the event of conflict with any task or delivery order.
- D. An order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.
- E. Orders issued will be at the fixed unit prices awarded for CLIN 0001A through CLIN 0005A and if option(s) is/are exercised CLIN 0001B through 0005B and CLIN 0001C through 0005C and CLIN 0001D through 0005D and CLIN 0001E through 0005E and if award term periods are awarded and exercised CLIN 0001F through 0005F and CLIN 0001G through 0005G and CLIN 0001H through 0005H and CLIN 0001J through 0005J and CLIN 0001K through 0005K and within the delivery times specified.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 CONTRACT ADMINISTRATION**

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

#### **(a) 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 perform or cause to be performed inspections necessary in connection with performance 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 the 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.

#### **(b) Contracting Officer**

All contract administration will be effected by the Contracting Officer, address as shown on the face page of the contract. 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 the contract and notwithstanding any provisions contained elsewhere in the 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 thereof.

### **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: Ms. Amber Ostrup  
 ADDRESS: Madison West, 7A69  
 600 Dulany St.  
 Alexandria, VA 22313-1450  
 PHONE NO: 571-272-7984

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.

(b) 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) For classification work completed by the contractor and inspected and accepted by the USPTO, invoices shall be submitted in an original and two (2) copies to the following address:

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

(b) A separate invoice shall be provided for each executed delivery order. To constitute a proper invoice, the invoice must include the following information or attached documentation:

- (1) Name of Contractor, invoice number and invoice date;
- (2) Contract number and delivery order number (one per invoice);
- (3) Description, price, and quantity of each CLIN ordered under that specific delivery order;
- (4) A copy of the Configuration Sheet provided with the original or modified delivery order;
- (5) Payment terms;
- (6) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (7) Production or other reports as required by the Government.

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

#### **G.5 INVOICING/PAYMENT FREQUENCY**

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

#### **G.6 ELECTRONIC PAYMENT INFORMATION**

(a) The information required by the clause 52.232-38, Submission of Electronic Funds Transfer Information with Offer, shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award:

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

(b) If requested, a form will be provided to the successful 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, the Contractor should forward the form to the assignee for completion.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 ADVERTISING OF AWARD**

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.

### **H.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

(a) The USPTO may extend the term of the contract by unilateral modification to the contract at any time prior to its expiration provided that the USPTO shall give the Contractor a preliminary written notice of its intent at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the USPTO exercises this option or awards an award term, the extended contract shall be considered to include this option provision.

(c) The total duration of the contract, including the exercise of any options and award terms under this clause, shall not exceed 10 years from the effective date of this contract.

### **H.3 FEDERAL HOLIDAYS**

For information purposes, the following days are observed as Federal holidays:

New Year's Day  
 Martin Luther King, Jr. Birthday  
 President's Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Veteran's Day  
 Thanksgiving Day  
 Christmas Day  
 Inauguration Day

Any other day designated by Federal Statute, Executive Order, or Presidential proclamation.

Should the contractor need to conduct any business on USPTO premises, the contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, on-site work shall not be permitted when Federal employees are released from work early due to inclement weather conditions or emergencies or when Federal offices are closed due to inclement weather conditions or emergencies (status available at <http://www.opm.gov/status/>).

#### H.4 NO WAIVER OF DELIVERY SCHEDULE

- (a) None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the USPTO's right to terminate for default: (i) Delay by the USPTO in terminating for default and (ii) Acceptance of delinquent deliveries.
- (b) Any assistance rendered to the Contractor on the contract or acceptance by the USPTO of delinquent goods or services hereunder will be solely for the purpose of mitigating damages and is not to be construed as an intention on the part of the USPTO to condone any delinquency, or as a waiver of any rights the USPTO may have under subject contract.

#### H.5 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 the 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 USPTO may terminate the contract for default, debar the Contractor from USPTO contracting, or pursue such other remedies as may be permitted by law or the 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.6 KEY PERSONNEL

- a. The Contractor shall assign to this contract the following key personnel. **These key personnel shall be dedicated to the resulting contract on a full time basis:**

Carolyn Watkins-Taylor Project Manager  
Stephen S. Barranco Quality Control Official

- b. During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within fifteen (15) calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least fifteen (15) days prior to making any permanent substitutions.
- c. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

**H.7 SOFTWARE INTEROPERABILITY**

At this time, interoperation between contractor and government software is not anticipated.

**H.8 NONDISCLOSURE OF PATENT INFORMATION**

All patent data furnished by the Government to the Contractor for the necessary performance of the contract shall be and remain the sole property of the Government. The Contractor agrees not to assert any rights, or to establish any claim under the design, patent, trademark, or copyright laws, or to publish or reproduce such matter in whole or in part in any manner or form except as provided under this agreement.

**H.9 SECRECY AND USAGE 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-access 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 the Contractor by the Government or obtained there from 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 the 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 at or 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.

**H.10 HOLD AND SAVE THE GOVERNMENT HARMLESS FROM LIABILITY**

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

**H.11 COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable laws, rules and regulations having the force of law that deal with or relate to performance hereunder or the employment by the Contractor of the employees necessary for such performance. The Contractor shall procure such permits, licenses, and other required authorizations from the United States and from state and local authorities, as may be necessary in connection with beginning or carrying on to completion of the contract work, and shall at all times comply with all United States, State and Local Laws in any way affecting the contract work.

**H.12 SUPERVISION OF CONTRACTOR'S EMPLOYEES**

(a) Personnel assigned to render services under this contract shall at all times be employees of the Contractor or its subcontractor(s) and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder.

(b) Contractor personnel shall not at any time during the contract period be employees of the U.S. Government.

**H.13 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. Systems provided to assist in performance of the contract may be taken off line for routine maintenance between the hours of 10:00 pm and 5:30 am. Additional scheduled maintenance may occur over the weekends. 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.14 DISCLOSURE OF CONFIDENTIAL DATA**

Disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract the Contractor may have access to confidential data that is the sole property of the USPTO, as well as access to proprietary data that 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 interpretations thereof or data derivative there from, 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.

**H.15 GOVERNMENT IDENTIFICATION/SUITABILITY INVESTIGATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES**

(a) The Contractor shall obtain from the USPTO Office of Security Contractor identification passes which must be displayed by each Contractor employee while on USPTO premises. USPTO security procedures require that an investigation be conducted on each Contractor employee before providing the passes.

**(1) Investigative Processing -**

The COTR, in conjunction with the contractor's Project Manager, is responsible for Initiating and ensuring the accuracy and completeness of the investigative package for each contract employee. Once the packages have been reviewed, packages will then be forwarded to the USPTO Security Office for further processing, e.g., fingerprinting, etc. Investigative paperwork must be submitted to and accepted by the USPTO Security Office within 14 days after the Subject's performance on the contract. During the investigative processing, each contract employee will be initially provided with a temporary badge good for 2 weeks and which each Contractor employee shall display while on USPTO premises.

**Processing Requirements -**

The investigative package must contain the following investigative forms: SF-85, Questionnaire for Non Sensitive Positions; FD 258, Fingerprint Chart; and the OF 306, Declaration for Federal Employment.

Non U.S. citizens to be employed under this contract must:

- i. Have official legal status in the United States; and
- ii. Have continuously resided in the United States for the last 2 years

If the USPTO Security Office receives disqualifying information on a contract employee, the Contractor, upon notice, will immediately remove the employee from their duties under this contract. Contract employees may be barred from working on the premises of a facility for any of the following:

- a. Falsification of information entered on the investigative forms.
- b. Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
- c. Improper conduct once performing on the contract, including criminal, infamous, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly relates to the contract.
- d. Any behavior judged to pose a potential threat to USPTO personnel or property.

Failure to comply with these requirements may result in the cancellation of this contract.

- (b) All investigative processing request information and requests for employee passes shall be forwarded to the COTR. The COTR will make recommendations and forward the pass requests to USPTO's Security Office.
- (c) All background investigation reports will be processed by the USPTO Security Office upon receipt. Those employees whose backgrounds do not meet DOC and USPTO suitability requirements will not be allowed to work in USPTO facilities. The Contractor will be notified of the results of any additional security investigations. USPTO reserves the right to deny facility access to those personnel who receive unfavorable security reports. All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering USPTO/DOC facilities, shall abide by all security regulations of USPTO/DOC and shall be subject to security checks as may be deemed necessary. The Government reserves the right to direct the Contractor to remove from performance under this contract, any employee for misconduct or security reasons. Such action shall not excuse the Contractor from the responsible performance of all tasks under the contract.
- (d) The Security Manual and additional memos from the USPTO Director of Security, as well as USPTO security procedures shall apply to this contract and the Contractor's employees assigned under this contract. Copies of these documents may be obtained from the COTR.
- (e) This clause also applies to any subcontractors or consultants used by the Contractor.

#### **H.16 RESTRICTION PERTAINING TO LOCATION OF WORK PERFORMANCE**

Work shall only be performed inside the continental United States, Alaska or Hawaii. There are no constraints with respect to number of facilities used or proximity to the USPTO as long as the Offeror complies with all of the requirements of the RFP.

#### **H.17 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.18 GOVERNMENT FURNISHED DATA**

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.



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

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

#### **H.19 CAR 1352.239-73 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (OCTOBER 2003) (Modified)**

(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 USPTO'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.csec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm>;

(2) The Office of Management and Budget (OMB) Circular A-130, Appendix III, Security of Federal Automated Information Resources ([http://csrc.nist.gov/policies/appendix\\_iii.pdf](http://csrc.nist.gov/policies/appendix_iii.pdf)), 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 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://csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.pdf>).

(2) The DOC Security Manual, Chapter 18

([http://www.easc.noaa.gov/Security/webfile/erso.doc.gov/5\\_2003%20Security%20Manual/DOC%20Manual%20of%20Security%20Policies%20and%20Procedures.htm](http://www.easc.noaa.gov/Security/webfile/erso.doc.gov/5_2003%20Security%20Manual/DOC%20Manual%20of%20Security%20Policies%20and%20Procedures.htm)).

(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 USPTO IT resources for all of the contractor's systems that are interconnected with a USPTO network or USPTO systems that are operated by the Contractor.

(b) All Contractor personnel performing under this contract and Contractor equipment used to process or store USPTO data, or to connect to USPTO networks, must comply with the requirements contained in the USPTO IT Security Handbook.

(c) For all Contractor-owned systems for which performance of the contract requires interconnection with a USPTO network or that USPTO 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 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296 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 USPTO 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/policies/appendix\\_iii.pdf](http://csrc.nist.gov/policies/appendix_iii.pdf));
  - (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://nsi.org/Library/Govt/docinfo.txt>).
  - (d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and
- (2) Upon award, the contractor shall register with the USPTO Certification and Accreditation Group (CACG), with copy to the Contracting Officer, to initiate the certification and accreditation process described in paragraph 3 below.
- (3) Within 14 days after receipt of direction from the CACG, the contractor shall submit for USPTO approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in USPTO Certification and Accreditation Technical Standard and Guideline. 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 resulting 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 USPTO Security Officer, shall be incorporated as part of the contract. USPTO will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process USPTO data or connect to USPTO networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined above 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.

**SECTION I – CONTRACT CLAUSES****I.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE (JUN 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 solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>

<b>Clause</b>	<b>Title</b>	<b>Date</b>
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	(Jul 1995)
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	April 1991
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 2003
52.204-07	Central Contractor Registration	October 2003
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-14	Integrity of Unit Prices.	October 1997
52.216-22	Indefinite Quantity ( <b>Applicable to all CLINs except CLINs 0001A-0001K and CLINs 0006 and 0007</b> )	October 1995
52.217-08	Option to Extend Services	November 1999
52.217-09	Option To Extend The Term Of The Contract	March 2000
52.219-08	Utilization of Small Business Concerns	May 2004
52.219-09	Small Business Subcontracting Plan	January 2002
52.222-3	Convict Labor	(June 2003)
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.223-06	Drug Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	August 2003
52.224-1	Privacy Act Notification	April 1984
52.224-2	Privacy Act	April 1984
52.225-13	Restrictions on Certain Foreign Purchases	December 2003
52.227-01	Authorization and Consent	July 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement.	August 1996
52.227-03	Patent Indemnity	April 1984
52.227-14	Rights in Data- General	June 1987
52.229-3	Federal, State and Local Taxes	(Apr 2003)
52.232-1	Payments	April 1984
52.232-8	Discounts for Prompt Payment	(Feb 2002)
52.232-17	Interest	June 1996
52.232-18	Availability of Funds	April 1984
52.232-23	Assignment Of Claims	January 1986

Clause	Title	Date
52.232-25	Prompt Payment	October 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
52.233-3	Protest after Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-03	Continuity of Services	January 1991
52.242-13	Bankruptcy	July 1995
52.243-01	Changes--Fixed price	August 1987
52.245-04	Government Furnished Property	June 2003
52.249-02	Termination For Convenience Of The Government (Fixed-Price)	May 2004
52.249-08	Termination For Default (Fixed Price Supply or Service)	April 1984
52.249-14	Excusable Delays	April 1984
52.253-01	Computer Generated Forms	January 1991

**I.2 52.216-18 ORDERING OCTOBER 1995 (Applicable to all CLINs except items 0006 and 0007)**

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

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

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

**I.3 52.216-19 ORDER LIMITATIONS OCTOBER 1995 (Applicable to all CLINs except items 0006 and 0007)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than the minimum stated per CLIN (See Section B) then the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the maximum stated per CLIN (See Section B);

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

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

**I.4 52.216-21 REQUIREMENTS OCTOBER 1995 (Applicable only to CLINs 0001A through 0001K)**

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after twelve (12) months after the completion of the period of performance under the contract.

**I.5 52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS MARCH 2000**  
**(Applicable only to CLIN 0006)**

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with payment terms of this contract.

(2) The terms and conditions of the performance-based payments must--

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

**I.6 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS**

**DECEMBER 2004**

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 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(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 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) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

## **SECTION J - LIST OF ATTACHMENTS**

Attachment A – Section B Prices

Attachment B – Schedule for Performance Payments

Attachment C – Description of USPTO Provided Training

Attachment D – Overview of the Quality Checking Process

Attachment E – SI International Quality Control Plan dated August 29, 2006

Attachment F – SI International Subcontracting Plan dated May 12, 2006



**B.3 CONTRACT PERIOD 1**

For a period of 12 months from the effective date of the contract  
This is the contract base Period

Attachment "A"

CLIN	DESCRIPTION	ESTIMATE	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE		
0001A	Pre-Grant Publication (PGPUB) Classification Utility Applications	*	262040	\$31.03	\$8,131,101.20		
CLIN	DESCRIPTION	Minimum	Maximum	ESTIMATE	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
0002A	Pre-Grant Publication (PGPUB) Classification (Special Publication Cycle)	300	1200	650		\$31.03	\$20,169.50
0003A	Issuing Patents Classification Corrections	0	8000	2000		\$31.03	\$62,060.00
0004A	Pre-Grant Classification Changes	0	5000	1500		\$31.03	\$46,545.00
0005A	Researching Primary Classification used for Final Routing	0	10000 **	2000		\$31.03	\$62,060.00
CLIN	DESCRIPTION	ESTIMATE	UNIT	UNIT PRICE	FIXED PRICE		
0006	Contract Start-Up				\$4,940,635.00		
0007	IT Security Implementation				\$136,492.00		
	GRAND TOTAL				\$13,399,062.70		

\*Based on 75% of the entire quantity of applications available during the 12 month period

\*\*Quantity not based on historical data.

**B.3 CONTRACT PERIOD 2**

Date of Option Exercise to one year thereafter

This is an option period to be exercised in accordance with Clause H.3

Attachment "A"

CLIN	DESCRIPTION	ESTIMATE	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE		
0001A	Pre-Grant Publication (PGPUB) Classification Utility Applications	*	373860	\$30.31	\$11,331,696.60		
CLIN	DESCRIPTION	Minimum	Maximum	ESTIMATE	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
0002A	Pre-Grant Publication (PGPUB) Classification (Special Publication Cycle)	310	1250	680		\$30.31	\$20,610.80
0003A	Issuing Patents Classification Corrections	0	8000	2000		\$30.31	\$60,620.00
0004A	Pre-Grant Classification Changes	0	5200	1600		\$30.31	\$48,496.00
0005A	Researching Primary Classification used for Final Routing	0	10000 **	2000		\$30.31	\$60,620.00
GRAND TOTAL							\$11,522,043.40

\*Based on the entire quantity of applications available during the 12 month period

\*\*Quantity not based on historical data.

**B.3 CONTRACT PERIOD 3**

Date of Option Exercise to one year thereafter

This is an option period to be exercised in accordance with Clause H.3

Attachment "A"

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>ESTIMATE</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL PRICE</u>		
0001A	Pre-Grant Publication (PGPUB) Classification Utility Applications	*	400060	\$28.86	\$11,545,731.60		
<u>CLIN</u>	<u>DESCRIPTION</u>	<u>Minimum</u>	<u>Maximum</u>	<u>ESTIMATE</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL PRICE</u>
0002A	Pre-Grant Publication (PGPUB) Classification (Special Publication Cycle)	320	1300	700		\$28.86	\$20,202.00
0003A	Issuing Patents Classification Corrections	0	8000	2000		\$28.86	\$57,720.00
0004A	Pre-Grant Classification Changes	0	5400	1700		\$28.86	\$49,062.00
0005A	Researching Primary Classification used for Final Routing	0	10000 **	2000		\$28.86	\$57,720.00

**GRAND TOTAL**

\$11,730,435.60

\*Based on the entire quantity of applications available during the 12 month period

\*\*Quantity not based on historical data.

**B.3 CONTRACT PERIOD 4**

Date of Option Exercise to one year thereafter

This is an option period to be exercised in accordance with Clause H.3

Attachment "A"

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>ESTIMATE</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL PRICE</u>		
0001A	Pre-Grant Publication (PGPUB) Classification Utility Applications	*	428020	\$28.08	\$12,018,801.60		
<u>CLIN</u>	<u>DESCRIPTION</u>	<u>Minimum</u>	<u>Maximum</u>	<u>ESTIMATE</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL PRICE</u>
0002A	Pre-Grant Publication (PGPUB) Classification (Special Publication Cycle)	330	1350	730		\$28.08	\$20,498.40
0003A	Issuing Patents Classification Corrections	0	8000	2000		\$28.08	\$56,160.00
0004A	Pre-Grant Classification Changes	0	5600	1800		\$28.08	\$50,544.00
0005A	Researching Primary Classification used for Final Routing	0	10000 **	2000		\$28.08	\$56,160.00

**GRAND TOTAL**

\$12,202,164.00

\*Based on the entire quantity of applications available during the 12 month period

\*\*Quantity not based on historical data.

**B.3 CONTRACT PERIOD 5**

Date of Option Exercise to one year thereafter

This is an option period to be exercised in accordance with Clause H.3

Attachment "A"

CLIN DESCRIPTION		ESTIMATE		UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE	
0001A	Pre-Grant Publication (PGPUB) Classification Utility Applications	*	457980		\$26.87	\$12,305,922.60	
CLIN	DESCRIPTION	Minimum	Maximum	ESTIMATE	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
0002A	Pre-Grant Publication (PGPUB) Classification (Special Publication Cycle)	340	1400	750		\$26.87	\$20,152.50
0003A	Issuing Patents Classification Corrections	0	8000	2000		\$26.87	\$53,740.00
0004A	Pre-Grant Classification Changes	0	5800	1900		\$26.87	\$51,053.00
0005A	Researching Primary Classification used for Final Routing	0	10000 **	2000		\$26.87	\$53,740.00
GRAND TOTAL							\$12,484,608.10

\*Based on the entire quantity of applications available during the 12 month period

\*\*Quantity not based on historical data.

**B.3 CONTRACT PERIOD 6**

Date of Award Term to one year thereafter

This is an award term to be awarded in accordance with Clause B.13.4

Attachment "A"

CLIN	DESCRIPTION	ESTIMATE	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE		
0001A	Pre-Grant Publication (PGPUB) Classification Utility Applications	*	490020	\$26.87	\$13,166,837.40		
CLIN	DESCRIPTION	Minimum	Maximum	ESTIMATE	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
0002A	Pre-Grant Publication (PGPUB) Classification (Special Publication Cycle)	350	1450	780		\$26.87	\$20,958.60
0003A	Issuing Patents Classification Corrections	0	8000	2000		\$26.87	\$53,740.00
0004A	Pre-Grant Classification Changes	0	6000	2000		\$26.87	\$53,740.00
0005A	Researching Primary Classification used for Final Routing	0	10000 **	2000		\$26.87	\$53,740.00

**GRAND TOTAL**

\$13,349,016.00

\*Based on the entire quantity of applications available during the 12 month period

\*\*Quantity not based on historical data.

**B.3 CONTRACT PERIOD 7**

Date of Award Term to one year thereafter

This is an award term to be awarded in accordance with Clause B.13.4

Attachment "A"

CLIN	DESCRIPTION	ESTIMATE	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE		
0001A	Pre-Grant Publication (PGPUB) Classification Utility Applications	*	524320	\$26.87	\$14,088,478.40		
CLIN	DESCRIPTION	Minimum	Maximum	ESTIMATE	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
0002A	Pre-Grant Publication (PGPUB) Classification (Special Publication Cycle)	360	1500	800		\$26.87	\$21,496.00
0003A	Issuing Patents Classification Corrections	0	8000	2000		\$26.87	\$53,740.00
0004A	Pre-Grant Classification Changes	0	6200	2100		\$26.87	\$56,427.00
0005A	Researching Primary Classification used for Final Routing	0	10000 **	2000		\$26.87	\$53,740.00
GRAND TOTAL							\$14,273,881.40

\*Based on the entire quantity of applications available during the 12 month period

\*\*Quantity not based on historical data.

**B.3 CONTRACT PERIOD 8**

Date of Award Term to one year thereafter

This is an award term to be awarded in accordance with Clause B.13.4

Attachment "A"

CLIN	DESCRIPTION	ESTIMATE	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE		
0001A	Pre-Grant Publication (PGPUB) Classification Utility Applications	*	561000	\$26.87	\$15,074,070.00		
CLIN	DESCRIPTION	Minimum	Maximum	ESTIMATE	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
0002A	Pre-Grant Publication (PGPUB) Classification (Special Publication Cycle)	370	1550	830		\$26.87	\$22,302.10
0003A	Issuing Patents Classification Corrections	0	8000	2000		\$26.87	\$53,740.00
0004A	Pre-Grant Classification Changes	0	6400	2200		\$26.87	\$59,114.00
0005A	Researching Primary Classification used for Final Routing	0	10000 **	2000		\$26.87	\$53,740.00
GRAND TOTAL							\$15,262,966.10

\*Based on the entire quantity of applications available during the 12 month period

\*\*Quantity not based on historical data.



**B.3 CONTRACT PERIOD 9**

Date of Award Term to one year thereafter

This is an award term to be awarded in accordance with Clause B.13.4

Attachment "A"

CLIN	DESCRIPTION	ESTIMATE	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE		
0001A	Pre-Grant Publication (PGPUB) Classification Utility Applications	*	600260	\$26.87	\$16,128,986.20		
CLIN	DESCRIPTION	Minimum	Maximum	ESTIMATE	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
0002A	Pre-Grant Publication (PGPUB) Classification (Special Publication Cycle)	380	1600	850		\$26.87	\$22,839.50
0003A	Issuing Patents Classification Corrections	0	8000	2000		\$26.87	\$53,740.00
0004A	Pre-Grant Classification Changes	0	6600	2300		\$26.87	\$61,801.00
0005A	Researching Primary Classification used for Final Routing	0	10000 **	2000		\$26.87	\$53,740.00
GRAND TOTAL							\$16,321,106.70

\*Based on the entire quantity of applications available during the 12 month period

\*\*Quantity not based on historical data.

**B.3 CONTRACT PERIOD 10**

Date of Award Term to one year thereafter

This is an award term to be awarded in accordance with Clause B.13.4

Attachment "A"

CLIN	DESCRIPTION	ESTIMATE	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE		
0001A	Pre-Grant Publication (PGPUB) Classification Utility Applications	*	642280	\$26.87	\$17,258,063.60		
CLIN	DESCRIPTION	Minimum	Maximum	ESTIMATE	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
0002A	Pre-Grant Publication (PGPUB) Classification (Special Publication Cycle)	390	1650	880		\$26.87	\$23,645.60
0003A	Issuing Patents Classification Corrections	0	8000	2000		\$26.87	\$53,740.00
0004A	Pre-Grant Classification Changes	0	6800	2400		\$26.87	\$64,488.00
0005A	Researching Primary Classification used for Final Routing	0	10000 **	2000		\$26.87	\$53,740.00
GRAND TOTAL							\$17,453,677.20

\*Based on the entire quantity of applications available during the 12 month period

\*\*Quantity not based on historical data.

**GRANT TOTAL**

Date of Award Term to one year thereafter

This is an award term to be awarded in accordance with Clause B.13.4

Attachment "A"

CLIN	DESCRIPTION	ESTIMATE	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE		
0001A	Pre-Grant Publication (PGPUB) Classification Utility Applications	*	642280	\$26.87	\$17,258,063.60		
CLIN	DESCRIPTION	Minimum	Maximum	ESTIMATE	UNIT	UNIT PRICE	ESTIMATED TOTAL PRICE
0002A	Pre-Grant Publication (PGPUB) Classification (Special Publication Cycle)	390	1650	880		\$26.87	\$23,645.60
0003A	Issuing Patents Classification Corrections	0	8000	2000		\$26.87	\$53,740.00
0004A	Pre-Grant Classification Changes	0	6800	2400		\$26.87	\$64,488.00
0005A	Researching Primary Classification used for Final Routing	0	10000 **	2000		\$26.87	\$53,740.00
GRAND TOTAL							\$137,998,961.20

\*Based on the entire quantity of applications available during the 12 month period

\*\*Quantity not based on historical data.