

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
150P010007

PAGE 1 OF 22

2. CONTRACT NO.
50-PAPT-1-01011

3. AWARD/EFFECTIVE DATE
06/25/2001

4. ORDER NUMBER

5. SOLICITATION NUMBER
50-PAPT-1-01011

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
Frank L. Rumph

b. TELEPHONE NUMBER (No collect calls)
(703) 306-4505

8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY

CODE

OFFICE OF PROCUREMENT
Office of Procurement
US Patent and Trademark Office
2011 Crystal Drive Suite 810
Arlington, VA 22202
TEL: () - ext.
FAX: () - ext.

10. THIS ACQUISITION IS

- UNRESTRICTED
 SET ASIDE: 0.00% FOR
 SMALL BUSINESS
 SMALL DISAV. BUSINESS
 8(A)

SIC:
SIZE
STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS
10 days %
20 days %
30 days %
days %

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO

CODE

D/C for Patent Examination Policy
2231 Crystal Drive, PK3-Suite 902
Arlington, VA 22202
Attn: Ann Townsend

16. ADMINISTERED BY

CODE 000PA

Office of Procurement -
U.S. Patent and Trademark Office, 2011 Crystal Drive, Suite 810
Arlington, VA 22202

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

COHASSET ASSOCIATES, INC.
3806 LAKE POINT TOWER, 505 NORTH LAKE SHORE DRIVE
CHICAGO, IL 60611-3407

TELEPHONE NO. (312) 527-1550 ext.

18a. PAYMENT WILL BE MADE BY

CODE 34

U.S. Patent and Trademark Office
Office of Finance, Box 17
Washington, DC 20231

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN
 OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE PAGE 2 (Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

2001 - A - 150997 - 2510 - S25225 - 150330 - - - - -

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

\$ 140,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

Robert F. Williams

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

Frank L. Rumph

30b. NAME AND TITLE OF SIGNER (Type or print)

ROBERT F. WILLIAMS, PRESIDENT

30c. DATE SIGNED

6/25/01

31b. NAME OF CONTRACTING OFFICER (Type or print)

Frank L. Rumph

31c. DATE SIGNED

6-26-01

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

PARTIAL FINAL

36. PAYMENT

- COMPLETE PARTIAL FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (Print)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

SECTION B: SCHEDULE OF SUPPLIES/SERVICES

LOT 1 - BASE PERIOD: JUNE 27, 2001 THORUGH JUNE 26, 2002

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>MIN</u>	<u>MAX</u>	<u>PRICE</u>
0001	Professional Consultant	Hours	1000	7500	\$206.25

LOT II OPTION YEAR ONE: JUNE 27, 2002 THROUGH JUNE 26, 2003

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>MIN</u>	<u>MAX</u>	<u>PRICE</u>
0002	Professional Consultant	Hours	1000	7500	\$206.25

LOT III OPTION YEAR TWO: JUNE 27, 2003 THROUGH JUNE 26, 2004

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>MIN</u>	<u>MAX</u>	<u>PRICE</u>
0003	Professional Consultant	Hours	1000	7500	\$225.00

LOT IV OPTION YEAR THREE: JUNE 27, 2004 THROUGH JUNE 26, 2005

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>MIN</u>	<u>MAX</u>	<u>PRICE</u>
0004	Professional Consultants	Hours	1000	7500	\$225.00

LOT V OPTION YEAR FOUR: JUNE 27, 2005 THROUGH JUNE 26, 2006

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>MIN</u>	<u>MAX</u>	<u>PRICE</u>
0005	Professional Consultants	Hours	1000	7500	\$245.00

Optional Tasks – Related to Electronic Records Management Policy Development Support, will be negotiated on a task order basis. Task orders will include but is not limited to travel to attend required meetings, conducting conferences, and providing briefing materials. The Government is only liable for services expended under the term and conditions of the contract to the extent that a fully executed task order has been issued and covers the required items. The total task order cost shall not exceed ten percent (10%) of the total contract cost over the life of the contract.

B.2 CEILING PRICE

The United States Patent and Trademark Office (USPTO) anticipates obligating funds against the contract, as required, or obligating funds under individual task orders. Work under this contract shall be authorized by the issuance of task orders. Accordingly, the Government shall not be made liable for any costs incurred by the Contractor in excess of the amount contained in any individual task order in the performance of the applicable task order. The combined value of all task orders issued per year under this contract may not exceed \$1,546,875.00 in the base year and option year one and may not exceed \$1,837,500 in option year four.

SECTION C - DESCRIPTION/SPECIFICATIONS

C.1 BACKGROUND

The USPTO has a requirement for a Contractor to assist in conducting research and developing a system of laws, standard, procedures and practices to meet the legal, technical and operational and requirements of an electronic patent records system. All of the USPTO's patent and trademark records, as the official records of the PTO, must be legally authentic and admissible in any administrative or judicial proceeding throughout the record's entire life. The advent of electronic patent records and the requirements under the new Government Paperwork Elimination Act for full electronic receipt, publication and management of those records, creates a critically important need for the USPTO to establish policies and procedures. Additionally, in view of the newly created and operational electronic systems that must anticipate and meet all requirements for the national and international legal acceptability of electronic records, there is an imminent need to create a legal framework for handling the issues surrounding these records. As one of the world's largest patent offices, the USPTO's decision and policies regarding the management of its electronic patent records will impact other patent offices worldwide. The USPTO is on record that it will enact a new section of its regulations directly addressing the issues of electronic patent records during the next two years. The USPTO, therefore, has a special opportunity and need to lead in the development of an electronic patent records system that would be compatible with those of the World Intellectual Property Office (WIPO) and those of the other Trilateral offices (the US, Japanese and European patent offices).

C.2 STATEMENT OF WORK

In order to achieve the many benefits of an internationally compatible system for managing electronic patent records, the USPTO must continue its research and devise a system of standards, procedures, policies and practices which meets the legal, technical and operational requirements of an electronic patent records system. The system must be compatible with, or recommend necessary changes to, the law. Requirement: Highly specialized, state-of-the-art legal/technical consulting expertise is required. The types of efforts included are listed below.

1. Advise senior USPTO management, USPTO legal and procedural specialists, US Trilateral and other US international intellectual property project teams, and USPTO reengineering initiative teams by identifying legal, technical, policy and operational issues, analyzing and evaluating issues and processes, developing recommendations, and providing guidance in the technical aspects of and solutions to the issues.
2. Conduct research and provide reports summarizing the analysis and findings of the research conducted regarding: US and international electronic records and evidence laws and administrative guidelines and standards; analyze future trends; key legal, policy and procedural issues and standards relating to the creation, management and accountability of electronic patent records; similar existing operational electronic records systems within the Federal Government and international patent authorities to identify the legal, technical, process and procedural requirements and standards and best practices for functional systems; digital signature, verification of digital signatures, digital certificates, public key infrastructure and other specific issues pertaining to electronic filing and files; potential solutions for achieving certification in the communication and management of electronic records; and management of electronic records through their life cycle.
3. Prepare, assess, review and comment on draft documents and solution models related to electronic issues, e.g., address the requirements solutions for achieving certification in the communication and management of electronic patent records; provide an assessment of WIPO's Patent Cooperation Treaty (PCT) proposals re: Electronic Filing; assess the United Nations Commission on International Trade Law (UNCITRAL) positions on electronic commerce, identify legal and practical issues related to the overall electronic filing model and proposed functionality of the PCT Electronic Filing and Management System (EFMS) against established and proposed best industry and Government practices for electronic records management (ERM); identify electronic records management issues and define and evaluate resolutions regarding the detailed file management approach and structure of the PCT EFMS as it relates to technical standards for electronic filing of legal documents, legal admissibility, security, authentication, data integrity and life cycle records management, including retention management and long term maintenance of document integrity; identify and evaluate resolutions regarding the ability of the PCT EFMS to meet established as well as envisioned changes to International patent filing rules and requirements with a focus on the Government Paperwork Elimination Act, the Patent Cooperation Treaty, Patent Law Treaty and the UNCITRAL Model Law on Electronic; review and assess Trilateral draft working papers resulting from collaborative effort of all parties to address electronic records and the issues as related to patent application records.

SECTION C - DESCRIPTION/SPECIFICATIONS

4. Provide facilitation, best practices analysis, feasibility analysis, legal and regulatory research and documentation support, including planning meetings, documenting meeting results and recommendations and preparing briefing materials and status reports e.g., identify and contact key governmental and industry experts to help develop, discuss and address the major issues facing electronic filing and processing at the USPTO and solution alternatives in the area of electronic records receipt and management; the research sources will include key personnel from Government, legal (e.g., the American Bar Association, American Intellectual Property Law Association), academia, and industry as well as the USPTO; provide quality presentation services relating to legal research conducted, associated alternatives and recommendations for regulatory and practice changes to adapt USPTO law, regulations and practices for paperwork elimination environment, USPTO operational options, and documents drafted and reviewed. The skills and attributes required to meet this unique combination of USPTO requirements include, but not limited to: extensive ability to conduct authoritative legal research; comprehensive understanding of document-based information management, especially in the corporate environment, including the conceptual and technical issues associated with the implementation of electronic records management systems; experience with federal government key recovery policies and pilot projects; demonstrable experience in the unique legal and operational issues associated with patent records; extensive educational experience in providing management guidance on the legal, operational and technical issues associated with managing electronic records; recognized leadership in developing electronic records management standards; resource for identifying and engaging the expertise of national and international experts in this electronic records management team, independence from any vendor who has previously or might subsequently do business with the USPTO as a hardware or software provider or systems integrator; and established record of excellence in providing quality professional services. The Government will furnish or make available to the contractor the documentation or data deemed necessary to perform the required effort. Work will be specified in individual task orders.

SECTION D: Packaging and Marking

This section is not applicable

SECTION E: Inspection and Acceptance

This section is not applicable

SECTION F: Deliveries or Performance

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUNE 1988)

This contract incorporates one or more clause by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer shall make their full text available.

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

NUMBER	TITLE	DATE
52-247-34	F.O.B. DESTINATION	NOV. 1991

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is as follows:

<u>YEAR</u>	<u>PERIOD OF PERFORMANCE</u>
BASE YEAR	June 27, 2001 thru June 26, 2002
OPTION YEAR 1	June 27, 2002 thru June 26, 2003
OPTION YEAR 2	June 27, 2003 thru June 26, 2004
OPTION YEAR 3	June 27, 2004 thru June 26, 2005
OPTION YEAR 4	June 27, 2005 thru June 26, 2006

F.2 PLACE OF PERFORMANCE

The effort required under this contract shall take place at the Contractor's own facilities.

F.4 DELIVERABLES

Each task order will specify the deliverables to be produced by the Contractor and the delivery date. All documentation deliverables shall be submitted first in draft form. The Government will have fifteen (15) working days to determine the acceptability of all the completed draft deliverables and ten (10) working days to determine the acceptability of all completed final deliverables. Deficiencies in the draft and final deliverables shall be corrected by the contractor within ten (10) working days.

Unless otherwise specified, all documents prepared and submitted by the Contractor to the Government under this contract shall include the following information on the cover page of each document:

- Name and business address of the Contractor,
- Contract number and task order number,
- Date of deliverable; and
- Name and office location of the COTOR.

The deliverable items to be furnished hereunder shall be delivered to the COTOR as named in Section G.1 "CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE".

F.4 MEETINGS

Meetings between the Contractor and the USPTO will be held on an "as required" basis during the performance of the contract. Unless otherwise mutually agreed upon, meetings will be held at the USPTO's location.

SECTION F: Deliveries or Performance**F.5 GOVERNMENT HOLIDAYS**

The following legal holiday are observed by this Government agency:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Inauguration Day	January 20
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Columbus Day	First Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

(1) Contracting Officer's Technical Representative

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

(2) Contracting Officer

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

G.2 CONTRACTING OFFICER'S AUTHORITY

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

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

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

NAME:	Ann Townsend
ADDRESS:	2231 Crystal Drive Room 702 Arlington, VA 22202 Contract #: 50-PAPT-1-01015
PHONE NO.:	(703) 308-6846

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 CONTRACT ADMINISTRATION OFFICE

- (a) This contract will be administrated by:
- U.S. Patent and Trademark Office
 Office of Procurement
 Attention: Mr. Frank L. Rumph
 2011 Crystal Drive, CPK-1, Suite 810
 Arlington, VA 22202
 (703) 306-4505

- (b) Written communications to the Contracting Officer shall make reference to the solicitation/contract number and shall be mailed to the above address.

G.5 ELECTRONIC PAYMENT INFORMATION

- (a) The information required by the clause at FAR 52.232-28, Electronic Funds Transfer Payment Methods (see Section I), shall be forwarded by the Contractor to the below-designated office:
- U.S. Patent and Trademark Office
 Office of Finance, Box 17
 Crystal Park One, Suite 802
 2011 Crystal Drive
 Arlington, VA 22202

- (b) If requested, a form will be provided to the Contractor for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims (see Section I), the Contractor shall forward that form to the assignee for completion.

G.6 INVOICING AND PAYMENT INSTRUCTIONS

- (a) Invoice hard copy (one original and on copy) shall be submitted simultaneously as follows:

ORIGINAL

COPY

U.S. Patent and Trademark Office
 Office of Finance
 Crystal Park One
 Suite 802
 Washington, DC 20231

U.S. Patent and Trademark Office
 2231 Crystal Drive
 Room 702
 Arlington, VA 22202
 Attn: Ann Townsend

- (b) To constitute a proper invoice, the invoice must include the following information and/or attached Documentation:

- (1) Name of business concern, invoice number and invoice date.
- (2) Contract number and delivery order number
- (3) Description, quantity, unit price, and total price of services actually rendered.
- (4) Payment terms
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) Other substantiating Documentation or information as required by the contract.

(c) To assist the Government in making timely payments, the Contractor shall furnish additional information as requested.

(d) Invoices shall be submitted on a monthly basis after such time as all other products or services ordered under the corresponding task order have been inspected, accepted, and delivered, for that month.

G.7 SEGREGATION OF COST BY TASK ORDER

All cost shall be accumulated and invoiced by individual task order for billing purposes.

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT:

This is a Firm Fixed Priced, Commercial Items contract.

H.2 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 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies – The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions, which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.3 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT

The Government has the option to extend the effective period of this contract for four (4) additional period(s). If more than thirty (30) days remain in the contract's effective period, the Government, without prior written notification may exercise one option by issuing a contract modification. To unilaterally exercise this option within the last thirty (30) days of the effective period of the contract, the Government must issue written notification of its intent to exercise the option period to that last 30-day period. This preliminary notification does not commit the Government to exercise the option.

H.4 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.5 WORKING FILES

The Contractor shall maintain accurate working files on all working documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information in its working files upon request of the Contracting Officer.

H.6 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

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

access may be gained 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 therefrom, to unauthorized parties in contravention of these provisions without written approval of the Contracting Officer or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and subcontractors and consultants used by the Contractor.

H.7 SECRECY AND USAGE OF PATENT INFORMATION

(a) Patent applications are required by law (35 U.S.C. 122) to be kept in confidence. In addition pursuant to secrecy order provisions of 35 U.S.C. 181-188, work under this contract may affect national security. Information contained in any patent application files(s) are restricted to authorized Contractor personnel having a need to know.

(b) The Contractor acquires no right or privilege to use or disclose any information contained in any patent file (in any form whatsoever) except to perform the work under this contract. Further, the Contractor shall not copyright or make any use or disclose whatsoever of any patent information contained in any application or related copy or data furnished the Contractor by the Government or obtained therefrom except for performing the work procured under this contract.

(c) Patent file documents or copies of information contained therein, patent applications and abandoned file, when furnished to the Contractor by the USPTO, shall be handled in accordance with the provisions of:

- (1) 35 U.S.C 122
- (2) 18 U.S.C. 207(1)
- (3) 37 U.S.C. 1.14
- (4) 35 U.S.C. 181-188.

(d) All personnel employed in data preparation work on this contract, or otherwise having access to patent files or data or information concerning the same shall take the following oath, or affirmation, signed in writing:

"I do swear or affirm that I will preserve application for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under Contract 50PAPT101011 or any time thereafter, and that I take this obligation freely, and without any mental reservation or purpose of evasion."

(e) Each employee's signed oath, or affirmation, shall be retained in the Contractor's files, subject to inspection by authorized government representatives.

(f) 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.

(g) The Contractor shall submit, for approval by the COTOR, a plan for maintaining the confidentiality of patent documents, film and all other communications and storage media during all phases of staging, filming, handling, processing, storage and quality control. This plan shall be submitted to the COTOR thirty (30) calendar days after contract award.

(h) Duplication of confidential material by the Contractor is forbidden except as specified in this contract.

(i) The Contractor shall, at it's discretion, transport all documents, film and all other communications and storage media used in the performance of the contract between the Contractor's work site and the USPTO. This includes pick up of work to be done from USPTO offices and delivery of completed work to designated USPTO offices.

(j) The Contractor shall be responsible for returning all Government Furnished Patent Document item to the Government upon termination of the contract in accordance with the Government furnished Data clause of this contract.

(k) The Contracting Officer shall insert the substance of this clause in each subcontract hereunder unless the Contracting Officer has waived this requirement, in writing, as to particular subcontracts or classes of subcontracts.

H.8 GOVERNMENT FURNISHED DATA

The government shall deliver to the Contractor, as may be requested, Government-furnished data during the performance of this contract. Government-furnished data will be delivered to the Contractor as specified in each task order.

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

Upon completion or termination of this contract, the Contractor shall return to the Government all Government-furnished data in the same condition as received.

H.9 ADVERTISING OF AWARD

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

H.10 DUPLICATION OF EFFORT

The Contractor hereby certifies that the cost for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, not incidental to any other work, pursuit, research or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

H.11 TASK ORDER PROCEDURES

All work shall be initiated only by the issuance of a task order fully executed by the Contracting Officer. The Government is only liable for the labor hours expended under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized will be disallowed.

The designated COTR will initiate the task order implementation process by preparing a statement of requirements and/or objectives to be achieved in the form of a Task Order Statement (TOS). The Contractor shall meet with the COTR to mutually discuss and agree upon the requirements and /or objectives to be achieved.

The Contractor shall prepare a proposal in response to the TOS incorporating the results of the discussions and forward it to the COTR for approval. The proposal shall contain the effective date of the task order, and the COTR's and designated Task Manager's name as delineated in the TOS, a detailed description of the functional or other objectives to be achieved, a schedule for completion of the task order, any deliverables to be provided by the task order, any Government-furnished resources the anticipated level of effort, and a cost ceiling.

Upon approval of the proposal by the COTR, the final task order will be forwarded to the CO for execution and issuance.

The Contractor shall acknowledge receipt of each task order by returning to the CO a signed copy of the task order within two (2) work days after receipt. The Contractor shall begin work on the task order in accordance with the effective date indicated on the task order.

Following execution of the task order, technical clarifications may be issued in writing at any time by the designated COTR to amplify or provide additional guidance to the Contractor regarding performance of the task order. The Contractor shall notify the CO of any instructions or guidance the Contractor considers to be a change to the task order which will impact the cost, schedule, or deliverables content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, task order may be formally modified in writing by the CO to reflect the changes.

The contractor shall not exceed the ceiling price established in each Task Order. If at any time the Contractor has reason to believe that the total amount for the Task Order, to be accrued in the next (30) days, will exceed 80% of the ceiling price specified in the order, the Contractor shall notify the CO. Such notification shall include an estimate of the additional amount and, if necessary, additional time required for completion of the work.

Task Orders may be placed during the period of performance of the contract. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect at the time the task order is executed.

SECTION I: Contract Clauses

52.216-18 ORDERING

(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 from **July 2, 2001** through **July 1, 2002**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a 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.

52.216-19 ORDER LIMITATIONS

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **2 hrs.**, 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 **1300 Hrs**;

(2) Any order for a combination of items in excess of **1300 Hrs**; or

(3) A series of orders from the same ordering office within **10 days** that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

52.216-22 Indefinite Quantity.

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 **June 28, 2002**.

Contract Clauses

52.212-4 -- Contract Terms and Conditions -- Commercial Items.

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delay of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include --

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other Documents, exhibits, and attachments.
- (9) The specification.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items.

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

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

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

[Contracting Officer must check as appropriate.]

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

(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

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

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(16) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (E.O. 13126).

(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(18) 52.225-1, Buy American Act—Balance of Payments Program—Supplies (41 U.S.C. 10a - 10d).

(19)(i) 52.225-3, Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

(24) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (31 U.S.C. 3332).

(25) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (31 U.S.C. 3332).

(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

(28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

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

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

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment

(Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

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

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

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

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

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

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

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

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

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

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

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

SECTION J: List of Attachments

J.1 LIST OF ATTACHMENTS - ARE HEREBY MADE A PART OF THIS SOLICITATION AND ANY RESULTANT CONTRACT - None.