

2. CONTRACT NO. 50PAPT101014	3. AWARD/EFFECTIVE DATE 08/15/2001	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL: 9. ISSUED BY		a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME

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)

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

Scientific and Technical Information Ctr  
 U.S. Patent and Trademark Office, Translation Branch, 2021 S. Clark Place, CP3/4, R  
 Arlington, VA 22202  
 Attn: John Graham

16. ADMINISTERED BY

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

CODE 000PA

17a. CONTRACTOR/OFFEROR

DERWENT INFORMATION  
 SUITE 250, 1725 DUKE STREET  
 ALEXANDRIA, VA 22314  
 TELEPHONE NO. (703) 706-4220 ext.

18a. PAYMENT WILL BE MADE BY

Office of Finance -  
 U.S. Patent & Trademark Office, 2011 Crystal Drive, Suite 802  
 Arlington, VA 22202

CODE \*

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
(Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA  
See Line Item Detail

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
\$ 150,000.00

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 4 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



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



30b. NAME AND TITLE OF SIGNER (Type or print)  
TODD MOORMAN, GEN. MGR

30c. DATE SIGNED  
8/9/01

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

31c. DATE SIGNED  
8/9/2001

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

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

36. PAYMENT

COMPLETE  PARTIAL  FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

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

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

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

42d. TOTAL CONTAINERS

<b>Line Item Summary</b>	Document Num: 50PAPT101014	Title Derwent MachineHumAsstTrans.	Page 2 of 19
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Total Funding: \$150,000.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2001	A	163330		2528		S25221	163330				
Division		Closed FYs		Cancelled Fund							

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001			0.00		\$0.00	\$0.00
<b>Total Cost:</b>						\$0.00

**Contract Level  
Funding Summary**

**Document Num**  
50PAPT101014

**Title**  
Derwent MachineHumAsstTrans.

**Page**  
3 of 19

2001 - - A - 163330 - - 2528 - - S25221 - 163330 - - - - -

\$90,000.00

Reference Requisition: 163P0100153

2001 - - A - 163330 - - 2528 - - S25221 - 163330 - - - - -

\$60,000.00

Reference Requisition: 163P0100166

**Total Funding: \$150,000.00**

	TABLE OF CONTENTS	PAGE
Section B	SUPPLIES OR SERVICES AND PRICES/COSTS . . . . .	4
Section C	STATEMENT OF WORK/SPECIFICATIONS . . . . .	6
Section D	PACKAGING AND MARKING . . . . .	10
Section E	INSPECTION AND ACCEPTANCE . . . . .	10
Section F	DELIVERIES OR PERFORMANCE . . . . .	11
Section G	CONTRACT ADMINISTRATION DATA . . . . .	11
Section H	SPECIAL CONTRACT REQUIREMENTS . . . . .	13
Section I	CONTRACT CLAUSES . . . . .	14
	CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS . . . . .	19

THE SCHEDULE  
SUPPLIES OR SERVICES AND PRICES/COSTS

## SCHEDULE OF PRICES

BASIC CONTRACT PERIOD: August 15, 2001 through August 14, 2002

CLIN	DESCRIPTION OF SERVICES	UNIT	EST QTY.	PRICE STANDARD	PRICE RUSH
	HUMAN ASSISTED MACHINE TRANSLATION LANGUAGE INTO ENGLISH	EACH			
0001	Japanese (text & images) Electronically-Based Paper-Based (per page) PCT/WO Patents (per page)	DOC	50 a week	DOCUMENT REDACTED FOIA EXEMPTION 4 5 U.S.C. § 552(b)(4)	

OPTION Year 1: August 15, 2002 through August 14, 2003

CLIN	DESCRIPTION OF SERVICES	UNIT	EST QTY.	PRICE STANDARD	PRICE RUSH
	HUMAN ASSISTED MACHINE TRANSLATION LANGUAGE INTO ENGLISH	EACH			
1001	Japanese (text & images) Electronically-Based Paper-Based (per page) PCT/WO Patents (per page)	DOC	56 a week	DOCUMENT REDACTED FOIA EXEMPTION 4 5 U.S.C. § 552(b)(4)	

OPTION Year 2: August 15, 2003 through August 14, 2004

CLIN	DESCRIPTION OF SERVICES	UNIT	EST QTY.	PRICE STANDARD	PRICE RUSH
	HUMAN ASSISTED MACHINE TRANSLATION LANGUAGE INTO ENGLISH	EACH			
2001	Japanese (text & images) Electronically-Based Paper-Based (per page) PCT/WO Patents (per page)	DOC	63 a week	DOCUMENT REDACTED FOIA EXEMPTION 4 5 U.S.C. § 552(b)(4)	

## SCHEDULE OF PRICES

OPTION Year 3: August 15, 2004 through August 14, 2005

CLIN	DESCRIPTION OF SERVICES	UNIT	EST QTY.	PRICE STANDARD	PRICE RUSH
	HUMAN ASSISTED MACHINE TRANSLATION LANGUAGE INTO ENGLISH	EACH			
3001	Japanese (text & images) Electronically-Based Paper-Based (per page) PCT/WO Patents (per page)	DOC	71 a week	DOCUMENT REDACTED FOIA EXEMPTION 4 5 U.S.C. § 552(b)(4)	

OPTION Year 4: August 15, 2005 through August 14, 2006

CLIN	DESCRIPTION OF SERVICES	UNIT	EST QTY.	PRICE STANDARD	PRICE RUSH
	HUMAN ASSISTED MACHINE TRANSLATION LANGUAGE INTO ENGLISH	EACH			
4001	Japanese (text & images) Electronically-Based Paper-Based (per page) PCT/WO Patents	DOC	80 a week	DOCUMENT REDACTED FOIA EXEMPTION 4 5 U.S.C. § 552(b)(4)	

The Quantity that the Government anticipates ordering is: MINIMUM QUANTITY to be ordered is 10% of the estimated total volume of work. MAXIMUM QUANTITY to be ordered may be 120% of the estimated total volume of work. This estimated quantity is just an estimate and the actual workload will be dependent on requests received in the branch. Under this contract orders shall be initiated only by USPTO. The service must be within the scope of the contract. The Government is only liable for services expended under the terms and conditions of the contract to the extent that a fully executed order has been issued and covers the required items.

STATEMENT OF WORK/SPECIFICATIONS

C.1 Description of Services

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following statement of work for Human Assisted Machine Translation services for use by the U.S. Patent and Trademark Office (USPTO).

C.2 Background/History

The Government has a requirement to provide human assisted machine translations of patent literature from various foreign languages into English. These human assisted machine translations are used by patent examiners in their examination of patent applications and by other staff of the USPTO for various purposes, including legal support. As these documents frequently serve as documentation in USPTO actions, clarity and accuracy are essential. The translated documents must be supplied in a timely fashion to accommodate the prosecution schedules of the users.

C.3 Scope

The scope of this contract is to provide the Government with accurate, high-quality human assisted machine translations of patent literature (patents, utility models, published patent application, abstracts, etc.). The material to be translated is primarily scientific and technical, can relate to any field, and is frequently difficult linguistically and in content. The USPTO reserves the right to issue orders as needed, including submitting multiple document requests in a single order.

C.4 Requirements

The Contractor shall provide the items specified below:

C.4.1 High-quality human assisted machine translations of patent documents from any foreign language into standard American English.

C.4.2 Item deliverable - One (1) copy each of each translation in electronic format sent to a USPTO designated e-mail address. The translation shall be accompanied by the original foreign language text.

C.5 Quality Standards

The human assisted machine translations shall accurately reflect the contents of the foreign language original, with minimal or no distortions or omissions. The technical vocabulary used in the translation shall be appropriate within the parameters of usage for the given field and shall be consistent within the given document. The English of the translation shall be comprehensible to the user-specialist.

C.5.1 Translator Qualifications

The Contractor will provide evidence that the individuals used as translators are linguistically and technically competent, either through education or experience, or a combination of the two. The Contractor is required to name key personnel for this contract, to give evidence of their qualifications. Statement of intent from the translators must also be provided, showing each translator's consent to accept employment from the Contractor. The USPTO shall be notified of the qualifications of new translators the Contractor hires to perform USPTO work. The Contractor shall also inform the USPTO when translators who have been translating USPTO documents cease working for the Contractor.

C.5.2 Editing

The Contractor will exercise editorial control of the translations with regard to both technical accuracy and stylistic acceptability. Work that has clearly not been edited and/or is judged by the USPTO to be deficient will be rejected and the USPTO will not pay for such translations.

C.5.3 Patent to be Translated

The Contractor must have access to the foreign patents to be translated. USPTO will not be responsible for providing the foreign patents to the Contractor.

C.6 E-mail and Telefacsimile (FAX) Transmissions

The Contractor must have email access and own telefacsimile transmission equipment. When fax is used, a cover sheet will precede each document to be transmitted via FAX. The USPTO reserves the right to request that any translations be faxed to the USPTO. Delivery Services: The USPTO reserves the right to send requests via email, fax, or paper. The USPTO reserves the rights to request documents be delivered via fax or paper or email, although the primary method of submitting requests and receiving completed translations will be via email unless otherwise stated in the order. The Contractor shall ensure that documents reach the Translations Branch of the USPTO in accordance with the delivery schedules which are 5 business working days for STANDARD and 3 business working days for RUSH. If and when paper delivery is requested by the Translations Branch, the delivery service employed by the Contractor will be instructed to return deliveries to the following address and only to this address; should the Translations Branch move, the Contractor will be informed of the new address immediately. The address for the Translation Branch is:

Chief, Translations Branch  
Scientific and Technical Information Center  
U.S. Patent and Trademark Office  
Crystal Plaza 3 / 4 Rm. 2C15  
2021 South Clark Place  
Arlington, VA 22202.



C.7 Reduction of Parallel Translation Effort

The Contractor shall immediately notify the COTR if a newly assigned item has already been assigned to or translated by the Contractor. Document Control: The Contractor will maintain a tracking system for all orders issued under this contract by the USPTO. Upon inquiry from the COTR, the Contractor must be prepared to give the status in the translation process of any document requested of the Contractor for translation.

C.8 Packing of Paper and Floppy Disk Copies

Both paper and floppy disk copies of human assisted machine translations if and when requested, shall be packed in such a manner by the contractor as to ensure that the materials are shipped without damage in transit and arrive at their destination in a condition suitable for use.

C.9 Computation of Delivery Dates

The Contractor shall complete and deliver all work in accordance with the schedule set forth herein unless alternative delivery procedures are proposed by the Contractor and accepted by the USPTO. The first working day the Contractor's receipt of an order shall be counted as the first of the total number of working days. The required delivery date for all work shall be the final working day of the total number of working days. Saturdays, Sundays, and official Federal government holidays shall not be counted as working days. If it appears that the Contractor cannot complete the work by the due date, the Contractor must notify the COTR within two hours of receipt. The COTR shall have the option of withdrawing the order or granting additional time to complete the work. When work is being returned, the Contractor shall be held accountable for loss in transit and delay in delivery. Delivery Schedules: RUSH: One to three business working days. STANDARD: No more than five (5) business working days. Ordering Procedures: The human assisted machine translation products required by the USPTO will be requested by order sent generally via e-mail from the COTR or designated alternates.

Work Order/Delivery Advice Sheet and the Delivery Order: Order. The Order will include the patent number, the publication type and publication date for each document requested. The order will not include the full text of the patent to be translated; it is the Contractor's responsibility to have access to the document. Task Orders. The USPTO reserves the right to issue orders which may include multiple document requests.

Delay Notification: If, upon receipt of an Order, the Contractor has any reason to believe that he/she may not be able to furnish the products of the type required within the delivery time specified in the Order, he/she shall immediately notify the COTR of his/her reasons and propose an alternate delivery date. The Contractor is obligated to continue performance according to the contractual requirement while the proposal for a revised delivery date is being considered. The Contractor will be informed by telephone, e-mail or FAX within 24 hours of the COTR's decision. The COTR may grant additional time or may withdraw the order. (Note: If additional time is granted, payment will be made according to the actual delivery category.

#### C.10 Payment for Late Delivery

In cases in which the Contractor does not comply with "RUSH", "STANDARD" delivery services the Government may choose to reject the late translations and not pay for them, and in the case of repeated noncompliance with the delivery schedule, may hold the contractor in default of the contract.

If the Government chooses to accept a late translation, the Government will reduce the rate of payment for the document to reflect the rate for the actual delivery time as agreed upon below in reimbursing the Contractor.

In the event that the Contractor has failed to return a translation within the time specified under "STANDARD" and the Government nevertheless chooses to accept the late delivery, the Government will, in reimbursing the Contractor, reduce payment by ten percent (10%) below the rate for "STANDARD" when the translation is up to 2 working days late and by twenty percent (20%) when it is more than 3 working days late.

#### C.11 Specifications

The standard formats for translation documents set out below may be subject to modification or adjustment at the discretion of the COTR. The USPTO reserves the right to modify the format of any or all of the elements cited, as required for special circumstances. The USPTO requires submission of electronic translation copies in Word format or as agreed upon with USPTO.

#### C.12 Translation copies on Magnetic Media General

One copy of each finished translation will be supplied to the Translations Branch via e-mail in standard file format. If requested, one copy will be provided on standard 3 1/2-inch floppy disks usable on IBM or IBM PC's with a Windows operating system. The finished translation files are to be submitted as Word files or as agreed upon with USPTO.

#### C.13 Internal Form and Formatting

The texts sent electronically shall be supplied to the USPTO, with a consistent format. Captions and labels for drawings and/or illustrations are to be translated and included at the point where they occur in the original text. File Names: The file naming convention for patents is as follows:

Foreign patent number + period + country code.

Foreign patent number: The number should include no commas or punctuation of any kind. In the case of Japanese and World Patent Organization patents, where the first two digits of the number are the publication year, usually followed by a hyphen, the hyphen is to be omitted. For Japanese, leading zeros are to be placed before one digit publication years and the actual document number is to be zero-filled to six digits, for example, 6-123 becomes 06000123.JP. Likewise, the actual document number for WIPO documents is zero filled to five digits.

The standard WIPO country codes are to be used. Examples: West German patent no. 2,236,782 = 2236782.DE Japanese patent no. 67-245453 = 67245453.JA. Any other naming conventions will be arranged by the USPTO with the contractor, as needed.

FLOPPY DISKS - The e-mail delivery of completed documents may hold multiple files from a single order or as agreed upon with USPTO Floppy disks, when requested, will preferably hold multiple files from a single delivery order. Each disk shall have an external label listing the names of the files contained on that disk and the Delivery Order to which they belong.

#### C.14 Prohibition Against Sales

Nothing provided by the Government or produced under this contract is to be sold, offered for sale, given, exchanged, or otherwise released by the Contractor to any source other than the U.S. Patent and Trademark Office.

#### Section D - Packaging and Marking

D.1 Addressing: The materials of the requirements shall be marked and labeled to arrive at the Translations Branch of the U.S. Patent and Trademark Office and not at any other department or division of that Office. The following address is to be used on labels:

Chief, Translations Branch  
Scientific and Technical Information Center  
U.S. Patent and Trademark Office  
Crystal Plaza 3/4, Rm. 2C15  
2021 South Clark Place  
Arlington, VA 22202.

#### Section E - Inspection and Acceptance

E.1 Inspection: The COTR or his/her duly authorized representative will inspect the translations supplied under this Contract. The translations will be checked for acceptability in the following areas:

1. Quality of Content: The translation should be an accurate rendering of the original. The translation should be expressed in comprehensible, idiomatic American English. The proper technical terms for the subject area should be used.
2. Quality of Presentation: The format should be consistent. No words, numbers, figures, tables, drawings, portions of text, sections of the patent, or pages should be missing. The text should be free of typographical errors.
3. Unacceptable Translations: Translations with incorrectly translated words or sentences, typographical errors, missing portions, or incorrect format will be returned to the contractor, and the Government will not pay for the translation. Continued evidence that the Contractor is not performing editorial quality control will lead to default and will reflect in their performance.

F. Deliveries or Performance

F.1 Period Of Performance

The effective date of the contract is August 15, 2001 through August 14, 2002 (Base year), with provisions to exercise four (4) one-year options. The Period of Performance is as follows:

Base Year:	August 15, 2001 through August 14, 2002
Option Year 1:	August 15, 2002 through August 14, 2003
Option Year 2:	August 15, 2003 through August 14, 2004
Option Year 3:	August 15, 2004 through August 14, 2005
Option Year 4:	August 15, 2005 through August 14, 2006

G. Contract Administration Data

G.1 Contracting Officer's Technical Representative (COTR)

(a) John Graham, is hereby designated as the Contracting Officer's Technical Representative. The COTR may be changed as 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. The COTR is located at the U.S. Patent and Trademark Office, Scientific and Technical Information Center, Translation Branch, 2021 S. Clark Place, CP3 / 4, Room 2C15, Arlington, VA 22202. His telephone number is Area Code (703) 308-3293.

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

(1) The Contracting Officer's Technical Representative 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 her by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.2 Invoices

The Contractor shall submit an invoice to USPTO twice a month. The invoice must contain the following: A cover sheet containing the following information on the top half of the sheet (the bottom half is to be left blank for USPTO use): Name and address of the Contractor, Contract number, Invoice date, Invoice number, Total cost of all Work Orders invoiced. Subsequent sheets shall list the following: Work Order (USPTO) number of each item invoiced, Cost of each item.

Invoicing Procedure - Orders placed by the Translations Branch in different fiscal years shall be billed on separate invoices. Should an invoice contain errors (typographical or other), it shall be returned to the Contractor to be corrected and resubmitted. The Contractor is advised that this may cause a delay in payment, since the receipt date in the USPTO shall be that of the corrected invoice. -The original invoice and one copy shall be submitted to the following address:

Box 17  
Patent and Trademark Office  
Office of Finance RM 802B  
Washington, DC 20231.

An informational copy of the invoice shall be faxed or e-mailed to:

Chief  
Translations Branch  
Scientific and Technical Information Center  
U.S. Patent and Trademark Office  
Crystal Plaza 3-4, Rm. 2C15  
2021 South Clark Place  
Arlington, VA 22202

Invoice Processing - The items charged in the invoice will be verified and the charges for any late items accepted by the USPTO will be adjusted according to the guidelines. When processing is complete, after receipt and acceptance by the COTR, the Government will make payment according to the Prompt Payment Act for each invoice submitted making any adjustments if needed.

Section H - Special Contract Requirements

H.1 The clause at 52.217-9 is applicable to this acquisition and is incorporated herein. 52.217-9 Option to Extend the Term of the Contract.

(a) The Government shall have the unilateral option to extend the terms of this contract for four (4) consecutive additional periods of 12 months each. The same terms and conditions contained in this contract shall apply to each option exercised. The option(s) shall be exercised upon written notification (mailed or otherwise furnished) to the Contractor at least thirty (30) calendar days prior to expiration of the contract. The total duration of this contract, including the exercise of any option(s) shall not exceed five (5) years.

(b) The exercise of options is a Government prerogative, not a contractual right on the part of the Contractor. If the Government exercises the option(s) within the prescribed time frames, the Contractor shall be bound to perform the services for the option period(s) or be subject to the default provisions of the contract.

H.2 Performance-Based Contracting Implementation

It is the policy of the USPTO to employ the use of performance-based contracting methods to the maximum extent practicable. In keeping with this policy, the USPTO reserves the right to modify the contract at any time during its performance to include performance-based principles.

Pursuant to USPTO policy on performance-based contracting, maximum cooperation by the contractor shall be required to implement and or convert the subject contract to include performance-based contracting methods. Such methods include but are not limited to: requirements, weighting relations, metrics, and incentives. The methods shall be agreed upon during the period of performance and prior to the commencement of each performance evaluation period.

Section I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

NUMBER	TITLE	DATE
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	MAY 2001

I.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2001)

(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) 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:

- XX (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 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).

## I.2 (Continued)

- (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
- XX (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)).
- XX (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).
- XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- XX (12) 52.222-26, Equal Opportunity (E.O. 11246).
- XX (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (38 U.S.C. 4212).
- XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- XX (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).



## I.2 (Continued)

- (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 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).
  - XX (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).
  - XX (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:

I.2 (Continued)

- (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.

I.2 (Continued)

(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.).

I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than two, 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 10% of the estimated total volume of work annually;
- (2) Any order for a combination of items in excess of 120% of the estimated total volume of work annually; or
- (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.216-22 Indefinite Quantity (Oct 1995)

(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 August 14, 2006.

I.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

52.218-18 Ordering

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Technical Proposal of April 11, 2001 and Best and Final Offer of July 17, 2001 are incorporated by references. Section 8, Offer Representations and Certifications of April 11, 2001 is hereby incorporated by reference.