

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING			
2. CONTRACT (Proc. Inst. Ident.) NO. 1333BJ21C00151001		3. EFFECTIVE DATE 02/01/2021		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 150P2101001			
5. ISSUED BY Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 6 600 Dulany St.,MDE, 7th Floor ALEXANDRIA, VA 22313-1450		CODE 1333BJ		6. ADMINISTERED BY (If other than item 5) CODE			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) REED TECHNOLOGY AND INFORMATION SERVICES INC. 7 WALNUT GROVE DR HORSHAM, PA 19044-2201 DUNS: [REDACTED]				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
CODE: RTIS		FACILITY CODE: *					
11. SHIP TO/MARK FOR Commissioner for Patents Commissioner for Patents US Patent and Trademark Office 600 Dulany St. - suite 7A68 Alexandria, VA 22314		CODE 1333BJ		12. PAYMENT WILL BE MADE BY OFFICE OF FINANCE Dir. US Patent & Trademark Ofc PO Box 1450 Mail Stop 17 Alexandria, VA 22313			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 3304(a) ()		14. ACCOUNTING AND APPROPRIATION DATA 2021-A-00-150997-PPGPUB-NONCOMP-2403-P010-D24151-150997-2021					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	See Lines						
15G. TOTAL AMOUNT OF CONTRACT [REDACTED]							
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) Andrew Matuch Managing Director				20A. NAME OF CONTRACTING OFFICER Heather H Watroba			
19B. NAME BY <u>Andrew Matuch</u> (Signature of person authorized to sign)				20B. NAME OF CONTRACTING OFFICER <u>Heather H Watroba</u> Digitally signed by Users: Watroba, Heather Date: 2021.01.15 12:43:02 -0500			
19C. DATE SIGNED 15 January 2021				20C. DATE SIGNED 1/15/2021			



United States Patent and Trademark Office

Patent Data Capture (PaDaCap)

Contract

1333BJ21C00151001

TABLE OF CONTENTS

<u>SECTION A – SOLICITATION/CONTRACT FORM...</u>	<u>1</u>
<u>SECTION B – SERVICES and PRICE/COSTS...</u>	<u>4</u>
<u>SECTION C – STATEMENT OF WORK...</u>	<u>9</u>
<u>SECTION D – PACKAGING AND MARKING...</u>	<u>32</u>
<u>SECTION E – INSPECTION AND ACCEPTANCE...</u>	<u>33</u>
<u>SECTION F – DELIVERIES/PERFORMANCE...</u>	<u>36</u>
<u>SECTION G – CONTRACT ADMINISTRATION DATA...</u>	<u>37</u>
<u>SECTION H – SPECIAL CONTRACT REQUIREMENTS...</u>	<u>41</u>
<u>SECTION I – CONTRACT CLAUSES...</u>	<u>58</u>
<u>SECTION J – LIST OF ATTACHMENTS...</u>	<u>68</u>
<u>ATTACHMENTS...</u>	<u>83</u>
Pricing Sheet.....	84
Subcontracting Plan.....	87
Surveillance Plan... ..	103
Conflict of Interest Plan... ..	109

Section B - Supplies or Services and Prices/Costs

The line item amounts below are Not-to-Exceed amounts. The Contractor exceeds them at its own risk. Quantity amounts are estimates and not guaranteed.

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	PaDaCap Sole Source: Patent Publication Database. Firm Fixed Price	1.000000	SVC		

Period of Performance: 02/01/2021 - 07/31/2021

Extended Description: PaDaCap Sole Source: Patent Publication Database. Base Period is incrementally funded in the amount [REDACTED].
The total potential CLIN value is [REDACTED].

Reference Line: 150P2101001 - 0001

CLIN Funding:

1. (2021-A-00-150997-PPGPUB-NONCOMP-2403-P010-D24151-150997-2021): [REDACTED]

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0002	PaDaCap Sole Source: PGPUB Database. Firm Fixed Price	1.000000	SVC		

Period of Performance: 02/01/2021 - 07/31/2021

Extended Description: PaDaCap Sole Source: PGPUB Database. Base Period is incrementally funded in the amount [REDACTED]. The total potential CLIN value is [REDACTED].

Reference Line: 150P2101001 - 0002

CLIN Funding:

1. (2021-A-00-150997-PPGPUB-NONCOMP-2403-P010-D24152-150997-2021): [REDACTED]

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0003	PaDaCap Sole Source: IFW Indexing and Scanning. Firm Fixed Price	1.000000	SVC		

Period of Performance: 02/01/2021 - 07/31/2021

Extended Description: PaDaCap Sole Source: IFW Indexing and Scanning. Base Period is incrementally funded in the amount [REDACTED].
The total potential CLIN value is [REDACTED].

Reference Line: 150P2101001 - 0003

CLIN Funding:

1. (2021-A-00-150997-PPPFEX-NONCOMP-2528-P018-D25191-150997-2021): [REDACTED]

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1001	PaDaCap Sole Source: Patent Publication Database. Firm Fixed Price	1.000000	SVC		

Period of Performance: 08/01/2021 - 07/31/2022

Extended Description: PaDaCap Sole Source: Patent Publication Database.

Reference Line: 150P2101001 - 0001					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1002	PaDaCap Sole Source: PGPUB Database. Firm Fixed Price	1.000000	SVC		
Period of Performance: 08/01/2021 - 07/31/2022					
Extended Description: PaDaCap Sole Source: PGPUB Database.					
Reference Line: 150P2101001 - 0001					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1003	PaDaCap Sole Source: IFW Indexing and Scanning. Firm Fixed Price	1.000000	SVC		
Period of Performance: 08/01/2021 - 07/31/2022					
Extended Description: PaDaCap Sole Source: IFW Indexing and Scanning.					
Reference Line: 150P2101001 - 0001					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2001	PaDaCap Sole Source: Patent Publication Database. Firm Fixed Price	1.000000	SVC		
Period of Performance: 08/01/2022 - 07/31/2023					
Extended Description: PaDaCap Sole Source: Patent Publication Database.					
Reference Line: 150P2101001 - 0001					
Pricing Options: Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2002	PaDaCap Sole Source: PGPUB Database. Firm Fixed Price	1.000000	SVC		
Period of Performance: 08/01/2022 - 07/31/2023					
Extended Description: PaDaCap Sole Source: PGPUB Database.					
Reference Line: 150P2101001 - 0001					

Pricing Options: Unexercised Option					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2003	PaDaCap Sole Source: IFW Indexing and Scanning. Firm Fixed Price	1.000000	SVC		
Period of Performance: 08/01/2022 - 07/31/2023					
Extended Description: PaDaCap Sole Source: IFW Indexing and Scanning.					
Reference Line: 150P2101001 - 0001					
Pricing Options: Unexercised Option					

RTIS: [REDACTED]
COR: Amy Perkins, Amy.Perkins@uspto.gov, (571) 270-3642;
CS: Mark Motta, Mark.Motta@uspto.gov, (571) 270-0828.

Accounting and Appropriations Data:

Accounting and Funding Total: [REDACTED]
--

B.1 GENERAL

The United States Patent and Trademark Office (USPTO) Patent Data Contract (PaDaCap) contract is a firm-fixed-price contract for the indexing and scanning of all paper filed documents, the quality review of all electronically filed documents—that collectively form the official electronic file wrapper—, and the patent data capture and composition of patent applications for publication and patent grant issuance.

The scope of work under this RFP is described in Section C – Statement of Work.

The North American Industry Classification System (NAICS) code associated with this contract is 511199 – All Other Publishers.

B.2 PERIODS OF PERFORMANCE AND VOLUME ESTIMATES

Contract Line Items (CLINs) with volume estimates are included in Attachment 39 – Pricing Template for the following Periods of Performance:

Base Period	2/1/2021 - 7/31/2021
Option Year 1	8/1/2021 - 7/31/2022
Option Year 2	8/1/2022 - 7/31/2023

The yearly volumes are not evenly distributed and daily and weekly volumes may vary significantly because filing and allowance volumes fluctuate. The number of characters that are to be captured for each application vary significantly due to variations in the types of applications filed, number of pages, subject content, etc.

The Offeror shall provide a fixed unit price for each CLIN listed in Attachment 39 – Pricing Template for the base period and all option years in the Offeror's business proposal. Proposed fixed unit prices shall be fully burdened.

Volume estimates are not guaranteed.

B.3 CONTRACT TYPE AND STRUCTURE

This is a firm-fixed-price stand-alone contract.

The contractor will be assigned 100% of the volume for all CLINs at the start the contract. The USPTO will notify the contractor, consistent with any contract notice requirements, of any change in the assigned average percentage of volumes 60 days prior to the change taking effect. The USPTO will lower the volumes assigned as work transitions to the new contract(s) resulting from the re-compete.

B.4 HISTORICAL PRODUCTION VOLUMES

Historical volumes are provided for informational purposes and do not constitute a commitment from USPTO that these will be actual volumes and sizes in the future. All historical volume information is provided in Attachment 4, entitled Crosswalk of CLINS to SOW and Historical Volumes as well as in Attachments 5a - 5d, located in Section J.

SECTION C: STATEMENT OF WORK

C.1 OBJECTIVE

The objective of this contract is to obtain a Contractor capable of furnishing the USPTO and its customers with services pertaining to conversion and quality review of incoming and outgoing documents entered into the USPTO official electronic file wrapper during all phases of the patent process. The Contractor shall provide high quality data capture services by receiving patent application data from various sources for conversion and composition into standardized formats. These composed products enable the USPTO to meet the statutory requirements of publishing patent applications and granting issued patents. During this process the Contractor shall review patent applications to ensure compliance with applicable statutes and rules as described in the technical references. Further, this Contractor shall provide the USPTO with file maintenance services by processing all follow-on documents received by the USPTO for allowed patent applications, including preparing patent grants for mailing each week. Following patent issuance, the Contractor shall provide data capture services in support of the issuance of Certificates of Corrections (CofC) including printing of the CofCs for mailing.

The USPTO is currently developing systems and programs involving new replacement tools to be used in the patent examination process. These systems, once implemented, will enable a new way of processing patent applications, providing a single place to manage examination activities, and supporting the work done now outside or across existing systems. The overall vision for these systems weaves together activities that are currently done in separate systems. These systems include work management, application document viewing, searching, Office Actions, and saving reference information and electronic notes for easy retrieval. Integral to any such systems are the Patent Data Capture (PaDaCap) products produced in the performance of the PDC contract.

Detailed requirements for the final integration of these systems, including patent data capture products, are not finalized, but further programmatic changes are anticipated over the long term. The final integration plan for these systems notwithstanding, PDC is a continuing vital agency need which requires substantial upfront capital outlays for any contractor providing PDC products with exacting quality standards.

For the Contractor(s) awarded this contract, they are further advised that while the intent of this follow on contract is to award the full requirement as presently described herein, this contract will be subject to changes, including potential de-scoping of work and/or the following phases, based on changing Government needs, Contractor performance, and availability of funds in a given fiscal year:

C.2 BACKGROUND

The USPTO has increased the integrity of its internal patent application record maintenance by adopting an electronic data processing system for the storage and maintenance of all the records associated with patent applications.

The system uses image technology which has replaced the standard paper processing of patent applications within the USPTO. All USPTO personnel process and examine patent applications using the electronic image files, instead of the paper source documents. Any application components that are filed in paper are scanned into electronic image files.

The electronic format of applications reduces delays in moving information within the USPTO and between the USPTO, the applicant, other IP Offices and other parties having authority to view the records. It also reduces the potential for loss of records and misfiling, provides the capacity for multiple parties to access the records simultaneously, improves the efficiency of the publication and issue processes, and prepares the USPTO for subsequent improvements in electronic communication related to applications between the USPTO, the applicant, and other parties.

C.3 DELETED

C.4 GOVERNMENT FURNISHED ITEMS

C.4.1 Government Furnished Data (GFD)

The USPTO will provide the following data via electronic data transfer. The Contractor shall maintain responsibility for the GFD. Loss and Damage of GFD will be subject to the application of Liquidated Damages.

Data will be provided as follows:

- Access to the electronic data transfer system
- Access to the communication lines from the USPTO to the Contractor Sites (maintained by the USPTO)
- Access to PALM ExPO, PALM Pre-Exam, IFW systems, OACS, the USPTO Intranet, or any additional PTO systems necessary to perform the duties covered under this contract, as well as research websites via USPTO-supplied workstations, printers & peripherals.

The Contractor may make copies of GFD, regardless of media or method of transmission, for processing purposes. The Contractor may transmit, within its control, these copies in whatever mode it desires at its own expense. Transmission of the data is restricted to the United States.

Pre-Grant Publication

- For Pre-Grant Publication, ePASS will create a weekly export of all IFW document images, which constitute the most recent complete documents. An index file conveying the indexing information maintained in IFW for the image files will be created and provided with each application. The index file will also provide version information for document pages to aid the Contractor in identifying redundant portions of the application that may result from follow-on papers captured to perfect an application.
- For Pre-Grant Publication, PALM will produce an electronic file of primary and supplemental bibliographic data for publishing new applications and of only supplemental bibliographic data for EFS applications. These electronic data files will be produced weekly and will be electronically transmitted to the Contractor.
- For Pre-Grant Publication, the USPTO will produce and electronically transmit to the Contractor any applications required to be submitted as a Pre-Grant Publication submission via the Electronic Filing System.
- For Pre-Grant Publication, Scientific and Technology Information Center (STIC) will produce an electronic file containing the sequences associated with the applications scheduled for export to the Contractor.
- For Pre-Grant Publication, the USPTO will provide copies to the Contractor of the applicant-filed CD/DVDs containing tables associated with the applications scheduled for publication.
- For Pre-Grant Publication, the USPTO will provide all Supplemental Content, (e.g., color drawings, mega tables, etc.) from SCORE to the Contractor for applications scheduled for publication.

Grant Issuance

- For Grant Issuance, ePASS will create daily initial and final exports of allowed, follow-on, and replacement application images. Index files will be produced and sent to the Contractor. The index file will also provide version information for document pages to aid the Contractor in identifying redundant portions of the application that may result from follow-on papers captured to perfect an application. This file will include supplemental bibliographic data to assist the Contractor in routing workflow.
- For Grant Issuance, PALM will email an ASCII Text file of Patent Term

Adjustment/ Patent Term Extension (PTA/PTE) data to the Contractor.

- For Grant Issuance, Scientific and Technology Information Center (STIC) will produce an electronic file containing the sequences associated with the applications exported for Initial Data Capture.
- For Grant Issuance, the USPTO will provide copies to the Contractor of the applicant- filed CD/DVDs containing tables associated with the applications exported for Initial Data Capture.
- For Grant Issuance, the USPTO will provide all Supplemental Content, (e.g., color drawings, mega tables, etc.) from SCORE to the Contractor for applications exported for Initial Data Capture.

Government Furnished Equipment (GFE)

The USPTO will provide the following Government Furnished Equipment (GFE) to the Contractor.

- Coverbind® bindings and sealing machines for grant preparation, envelope sealing machines, envelopes, mailing boxes and packing material for large patents and USPTO-supplied workstations, printers & peripherals for accessing PTO systems.
- Paper and toner for the EFS Web QC printing process
- Boxes for the FEP scanning process
- Artifact folders

C.5 FRONT END PROCESSING

There are multiple sources for paper and electronic documents that are made of record in the USPTO official electronic file wrapper. These sources include, but are not limited to, the following:

- Paper documents received via the U.S. Postal Service, hand delivery, facsimile, internal sources, etc.
- The USPTO Electronic Filing System (EFS-Web)
- Various USPTO internal systems, such as:
 - PALM EXPO and PALM PreExam
 - Office Action Correspondence Subsystem (OACS)
 - Supplemental Complex Repository for Examiners (SCORE)

- Patents Linguistic Utility Service (PLUS)
- Patent Trial and Appeal Board (PTAB)
- Various international sources, such as:
 - The International Bureau (IB)
 - Trilateral Document Access (TDA)

The Contractor is responsible for delivery, maintenance and correction of these documents as indicated below.

C.5.1 Indexing and Scanning of Paper Documents

The Contractor will retrieve paper documents from the designated locations throughout the USPTO according to the schedule provided in the Technical Reference. These paper documents may include new applications, residual paper applications and miscellaneous application-related papers, all of which require conversion to an electronic format and inclusion in the USPTO electronic file wrapper. The Contractor will deliver the documents to the electronic file wrapper within the timeframes prescribed in the Technical Reference, although occasional "on-demand" immediate scanning of document(s) may be required. All indexing and scanning will be performed in space provided by the Contractor. The Contractor may at their option, continue to use the Government furnished scanners currently in use; however, the Contractor shall be responsible for all operational costs, e.g. maintenance, repair, obtaining supplies, and/or replacement. The Contractor shall return the GFE when the Contractor no longer wishes to use it.

Following successful delivery of documents to the electronic file wrapper, the Contractor will box all documents for shipment to the File Repository warehouse following the instructions contained in the USPTO Technical References.

The USPTO will randomly inspect the Contractor's work. The Contractor is required to respond within 4 hours and then correct any problems or deficiencies within 5 days of receiving notification including requesting/retrieval of documents as necessary.

C.5.2 EFS-Web Quality Assurance

EFS-Web is an electronic filing system that allows the applicant to submit new applications and follow-on papers in PDF form. During submission, the applicant selects document descriptions to identify the documents that are being

submitted. The system then converts the PDF files to TIFF and delivers them to the electronic file wrapper.

Because documents are assigned a document description by the applicant, these submissions require review and possible correction. The USPTO will provide a list of documents to be reviewed. The Contractor is responsible for reviewing and correcting all of these submissions as directed in the Technical References.

C.5.3 Front End Processing of Electronic Documents

In addition to scanned paper documents, the Contractor will be responsible for delivery of some electronic documents to the electronic file wrapper. Some of these electronic documents will be made available to the Contractor by the USPTO and some will be Contractor-generated documents as described in various Technical References. These documents will be delivered to the USPTO through the services supporting the Front End Process. At any time in the future, the USPTO may develop its own processes to load these documents and direct the Contractor to stop processing the electronic files.

The Contractor will provide the necessary hardware and software to process and deliver these electronic files to the electronic file wrapper.

C.5.4 Electronic FileWrapper Customer Support

The Contractor shall maintain a customer support operation to handle complaints, errors, and other problems associated with the content of the electronic file wrapper. These issues will be received from internal USPTO electronic file wrapper users. The Contractor is responsible for taking corrective action associated with indexing problems, missing documents, and image quality. The Contractor will investigate these problems and will take the appropriate action, to include forwarding issues to the proper contact. Contractor-generated errors will be corrected at no additional cost to the USPTO.

The Contractor will provide periodic reports as specified in the Technical References.

C.5.5 Supplemental Complex Repository for Examiners (SCORE) Processing

The Contractor shall perform the following SCORE processing functions as defined in the USPTO Technical References:

- The Contractor shall initiate the SCORE load process for electronically filed drawings that are not automatically loaded by USPTO systems.
- The Contractor shall process Computer Readable Form (CRF) transfer requests

and review them for legal compliance and then load acceptable requests into SCORE.

- The Contractor shall perform the load process for Computer Program Listings (CPL) and Tables filed on Compact Disk (CD) into SCORE.
- The Contractor shall process requests for on-demand SCORE exports.

C.6 PRE-GRANT PUBLICATION

The USPTO is required to publish pending utility and plant patent applications 18 months after the earliest effective filing date unless the application has been patented or abandoned, or a request not to publish has been filed.

The USPTO exports applications for PGPub processing nine weeks prior to the projected publication date. Volumes vary significantly on a weekly and quarterly basis. It should be noted that even when exports contain approximately the same number of applications, the volume of characters represented within the images in the export may vary significantly.

The USPTO will electronically transmit all information for the preparation of Pre-Grant Publications to the Contractor from the following sources:

For regular publications:

- Image data from the electronic file wrapper;
- Bibliographic data for all applications represented by the image data in the previous bullet;
- Sequence listings from the Computer Readable Form (CRF) database, received from the Supplemental Complex Repository for Examiners (SCORE), for any application that falls under the biochemical sequence listing rules; PGPub Tables filed by applicants on CD or via EFSweb.

For special publications (redactions, amendments, voluntary publications, and republications) submitted electronically for publication purposes only:

- Original PDF submissions from the applicant;
- Bibliographic data from the electronic filing system;
- Limited supplemental bibliographic data (includes classification information, prior publication data and designated drawing).

During the time that an application is being prepared for publication by the Contractor, the USPTO will identify applications that are no longer eligible for publication. The USPTO will send a listing of these applications via email to the Contractor and request that the applications be withdrawn from publication. The Contractor will remove these applications from the publication production cycle.

The USPTO will inspect the Contractor's work. The Contractor is required to correct any problems or deficiencies within one workday of receiving notification of the problem.

Contractor-generated errors will be corrected at no additional cost to the USPTO.

C.6.1 1 Publication Weekly Outputs

The Contractor shall produce a fully-photocomposed PGPub using the inputs provided from USPTO electronic databases. The Contractor shall assign PGPub numbers and prepare the publication products needed for USPTO automated systems and

Information Dissemination Products (IDP). The Contractor shall process this data so that the following weekly outputs for the USPTO will be produced. Pre-Grant applications shall be published on the assigned projected publication date (PPD) unless extenuating circumstances prevent it. The Contractor must be able to expedite the processing of a small number of files when necessary. It is not anticipated that the weekly number of applications to be expedited will exceed 10 in any given PPD.

C.6.1.1 PGPub Preliminary Publication Build List

The Contractor shall deliver a preliminary file to the USPTO that contains the assigned publication number and publication date for all applications to be published, in accordance with the USPTO Technical References. The USPTO will verify applications for publication or withdrawal within 2 workdays.

C.6.1.2 PGPub Yellow Book 2 (Image Files)

The Contractor shall deliver a fully composed image file of the PGPub in the application Yellow Book 2 format to the USPTO in accordance with the USPTO Technical References. The published application will consist of a fully composed front page, drawings, specification, and claims of the application. The USPTO shall review the contents and provide feedback prior to the publication date and shall expect replacements within 24 hours of notification to the Contractor at no additional cost to the USPTO. More information on Yellow Book 2 can be found at <http://www.uspto.gov/product/s/Patent-Images-TIFF-Documentation.pdf>.

C.6.1.3 PGPub Red Book ICE (Text Files)

The Contractor shall deliver a fully composed, searchable text file of the PGPub in the Application Red Book ICE (XML) format to the USPTO in accordance with the USPTO Technical References. When the USPTO transitions off of Application Red

Book ICE (XML) format, which is yet to be determined, the Contractor shall deliver a fully composed, searchable text file of the PGPub based on Purple

Book ICE (WIPO ST.96 format) . The USPTO may require a minimum of 12 months of parallel delivery of both formats during the transitional period. The USPTO will review the contents and provide feedback prior to the publication date and shall expect replacements within 24 hours of notification to the Contractor at no additional cost to the USPTO. More information on Red Book (XML) can be found at <http://www.uspto.gov/product/s/xml-resources.jsp>.

C.6.1.4 PGPub Sequence and Table Data

The Contractor shall deliver the PGPub sequence and lengthy table data. In addition, the Contractor shall deliver via email a file contents list for the associated PGPub sequence and table data.

C.6.1.5 PGPub Publication Build Update File

After the verification of the Preliminary Publication Build List by the USPTO, the Contractor shall produce a file to update the PALM database and link the application serial number with the assigned publication number and publication date for all applications to be published. Delivery of the PGPub Publication Build Update File will follow the same schedule as the PGPub Yellow Book 2 and Red Book ICE electronic files.

C.6.1.6 PGPub Yellow Book 2 Media Contents List

The Contractor shall produce a PGPub Yellow Book 2 Media Contents List to allow the USPTO to perform data validation of the Final PGPub Yellow Book 2 electronic file. The list will include the application serial number with the assigned publication number for all applications to be published. Delivery of the Media Contents List will follow the same schedule for the PGPub Yellow Book 2 electronic file.

C.6.1.7 Missing "Unused" Publication Number(s) File

Each week, the Contractor shall provide a list via email of the PGPub Missing "Unused" Publication Number(s) to the USPTO. Delivery of the file will follow the same schedule for the PGPub Yellow Book 2 and PGPub Red Book ICE electronic file.

C.6.1.8 Cooperative Patent Classification Data

The patent application delivery will include a tar file that includes every application in the delivery that has CPC classification information. The "Extract

For Cooperative Patent Classification Database" will be delivered in accordance with the instructions outlined in the "Data Preparation Manual for Patent Application (Pre-Grant) Publications." The extract will include all CPC symbols for each application in the weekly publication.

C.6.2 Pre-Grant Reuse

The Contractor shall retain Pre-Grant Publication data and will reuse that data when an Application enters Post-Allowance processing. To support reuse, the Contractor shall create data storage and retrieval systems. The cost savings of reusing the data will be reflected in the price proposed by the Contractor for each IDC Utility and Plant Patent produced.

C.7 POST-ALLOWANCE

The post-examination process begins when an application is allowed and culminates when the patent grant is issued. Issuance of the grant includes verification and resolution of errors in the allowed patent application, capturing data from the application and formatting it for the publication of the patent grant. Following the creation of the patent grant, various USPTO databases are loaded with patent grant data comprised of images and searchable text.

The grant issuance process requires communication between the Office of Data Management (ODM) and the Contractor as well as communication and coordination with various USPTO staff.

The USPTO has made a commitment to minimize the time in which patent applications undergo examination and processing. The Contractor shall capture patent application data immediately after the patent application has been allowed. This effort, referred to as Initial Data Capture (IDC), will capture all required data elements from the USPTO official electronic file wrapper necessary for creating the deliverables described below.

A second, much smaller capture effort, Final Data Capture (FDC), will take place following issue fee payment and the fulfillment of any other outstanding requirements by the applicant. The Contractor shall provide file maintenance services by receiving, reviewing and processing all follow-on documents received by the USPTO necessary for fulfilling these outstanding requirements.

The USPTO will provide the Contractor with a general weekly issue schedule showing the average weekly issue size and the total yearly issue goal. The Contractor will build and number each issue, using those patent applications that are issue ready and available on the appropriate issue build date each week. The Contractor shall provide a Weekly Issue Breakdown list populated with the utility, plant, reissue, design and SIR information.

The issue build for all ReExamination, Supplemental Examination, and Board Certificates (Inter Partes Review, Post-Grant Review & Derivation Proceedings) shall occur on a daily basis one workday prior to

the issue date. Issuance of Certificates on Federal Holidays will be in accordance with the appropriate technical reference. Further, a daily e-mail notification of Certificates will be created in accordance with the appropriate Technical Reference.

The Contractor must be able to accelerate processing of a small number of files when necessary, e.g., accelerated and Track 1 processing of applications. It is not anticipated that the weekly number of applications will exceed 50 at any given point. The current average is about 20 expedited applications per week.

C.7.1 Initial Data Capture

The first step of the grant issuance process is Initial Data Capture (IDC). The Initial Data Capture process is comprised of two phases. These two phases occur simultaneously:

- The data capture phase
- File maintenance phase – which entails the management of after-allowance documents and issue fee payments, and the abandonment of applications that have not met all requirements

When a Notice of Allowance has been mailed and subsequently delivered to the USPTO electronic file wrapper, the patent application data is exported to the Contractor and IDC begins. Exports will be prepared in accordance with the USPTO Technical References. When applicable, the Contractor retrieves previously captured data from the PreGrant Publication as a starting point for the IDC process and applies all appropriate updates since PreGrant data capture.

The USPTO exports applications for IDC as applications are allowed. Allowance volumes vary significantly on a daily, weekly and quarterly basis. It should be noted that even when exports contain approximately the same number of applications, the volume of characters represented within the images in the export may vary significantly.

The Contractor shall receive electronic image data on a daily basis from the USPTO. The Contractor will notify the USPTO of any unsuccessful or corrupted data transfers.

During the IDC process the Contractor will capture all data elements required to produce the patent grant.

All applicable patent text data and drawing(s), including all Complex Work Units (CWUs) such as tables, mathematical formulas and equations, and chemical structures including diagrams, formulas, flowcharts, etc., are contained within the electronic image data with the exception of certain biochemical sequence listings and certain mega tables which may be furnished separately in electronic format on a daily basis.

For some patent applications, the USPTO will also provide artifact folders to the Contractor. The Contractor shall review the contents of the artifact folder and determine which items are necessary for data capture according to the USPTO Technical References. The Contractor is responsible for the retrieval of artifact folders necessary for grant preparation from the designated location within the USPTO.

Some applications may contain lengthy tables which may be submitted electronically, on CD or on paper. In whatever form the applicant submitted the table data, a lengthy table section is defined as an accumulation of table data (one or more tables) covering 200 or more contiguous pages. During the data capture process these lengthy tables must be converted and delivered in accordance with the USPTO Technical References.

Patent drawings will be captured from the USPTO electronic file wrapper or from the artifact folder, if applicable, in accordance with the USPTO Technical References. Some patent applications will contain color drawings. These drawings should be captured in color and processed as described in the USPTO Technical References.

The Contractor reviews the applications with sufficient thoroughness to ensure that all pertinent data is available for processing. During the data capture operation, any omissions, irregularities or other questions regarding the data are either resolved by the Contractor or are returned to the USPTO via the query process in accordance with the USPTO Technical References. The data capture process continues to the extent possible while the Contractor awaits resolution of any omissions, questions or irregularities.

As stated in the Technical References, the Contractor shall provide the USPTO with an electronic list of the applications that have completed the data capture phase of Initial Data Capture.

The Contractor verifies that the final fee has been appropriately paid for each application. If documents received after allowance require action by Technology Centers, appropriate steps are taken to ensure applications are docketed to the examiner. When an application is issue ready, it is forwarded to Final Data Capture and a PALM transaction is recorded. The Contractor is responsible for processing incoming post allowance documents and abandonment of applications, as described in the USPTO Technical References.

When the data capture phase has been completed and the Contractor has ensured that all post allowance documents have been processed (including issue fee payment), the application is ready for export to Final Data Capture. On a daily basis, the Contractor shall provide the USPTO with an electronic list of all applications that are ready for export to Final Data Capture. The USPTO will prepare and deliver these applications to Final Data Capture.

The USPTO shall provide the GFE and GFD listed in Section C for use by the Contractor for processing incoming post allowance documents and abandonment of applications.

On a daily basis, all outgoing correspondence shall be prepared for mailing and delivered to the USPTO mail center, according to the Technical References. The Contractor is responsible for delivering all outgoing correspondence to the electronic file wrapper.

C.7.2 Final Data Capture and Issue Build Processes

The second phase of the grant issuance process begins with Final Data Capture (FDC). All applications that have been noted by the Contractor as being ready for grant issuance are exported to FDC from the electronic file wrapper. FDC performs a final check for errors and completes data capture of any elements added to the application since export to Initial Data Capture. FDC encompasses the creation of the patent grant and the assignment of the patent number and issue date. Upon completion, FDC creates and delivers the Grant Weekly Issue Build List to the USPTO.

The USPTO will provide exports of ReExamination Certificates, Supplemental Examination Certificates, Board Certificates and Statutory Invention Registrations.

Upon delivery of the Grant Weekly Issue Build list, the USPTO validates the list against their PALM system. Any discrepancies are resolved and the USPTO updates the PALM system with the patent number and issue date. Applications with discrepancies that cannot be resolved by the USPTO will be withdrawn from the issue. The USPTO will notify the Contractor of any applications that are to be withdrawn.

The USPTO will generate Patent Term Adjustment/Patent Term Extension (PTA/PTE) data for each patent in each issue and deliver it to the Contractor. Contractor will apply the data elements to each patent in the issue as described in the Technical References.

Once the issue has been finalized, the Contractor creates the electronic deliverables. These deliverables are uploaded to the USPTO server according to the delivery schedule.

The USPTO will inspect the Contractor's work. The Contractor is required to correct any problems or deficiencies within 1 workday of receiving notification. Contractor-generated errors will be corrected at no additional cost to the USPTO.

The USPTO will notify the Contractor of any additional withdrawals that occur after issue build. The Contractor will remove withdrawn patent data through PWD 14.

All deliverables described in this section shall be produced in accordance with the USPTO Technical References.

C.7.2.1 Final Data Capture

The Contractor shall capture all new data from patent applications to create the deliverables listed below. The Contractor is responsible for verifying that all required data is present in the application files, in accordance with the USPTO Technical References.

The Contractor shall receive from the USPTO a daily export of applications determined to be issue ready. Export will be prepared in the format in accordance with the USPTO Technical References. Upon receipt of the daily export, the Contractor will complete FDC. Final queries shall be generated within three (3) days of receipt of the export. All issue ready applications are numbered by the Contractor according to applicable numbering systems for the different types of patent documents in accordance with the USPTO Technical References.

C.7.2.2 Grant Red Book ICE (PATENT DATA/XML FILE)

The Contractor shall furnish an electronic Patent Data/XML file for all patents in the weekly issue based on Grant Red Book ICE (XML) format and/or Purple Book ICE format (WIPO ST.96) when the USPTO transitions off of Red Book ICE (XML) format. USPTO may exercise a minimum of 12 months of parallel delivery of both formats during the transitional period. This deliverable is electronically transmitted in accordance with the USPTO Technical References. The patent file sequence is: Designs; Design-SRs; Plant-SRs; Utility-SRs; Plants; Reissues; and Utilities. Within each group, patents are in patent number ascending sequence. Reexamination and Board Certificates will be processed and delivered daily according to the USPTO Technical References. More information on Red Book (XML) can be found at <http://www.uspto.gov/products/xml-resources.jsp>.

C.7.2.3 Grant Yellow Book 2 (PATENT IMAGE FILE)

The Contractor shall deliver a fully composed image file in the Grant Yellow Book 2 format to the USPTO in accordance with the USPTO Technical References. The granted patent will consist of a fully composed front page, drawings, specification, and claims of the application. The USPTO shall review the contents and provide feedback prior to the issue date and shall expect replacements within 24 hours of notification to the Contractor at no additional cost to the USPTO. Reexamination and Board Certificates will be processed and delivered daily according to the USPTO Technical References. More information on Yellow Book 2 can be found at <http://www.uspto.gov/products/Patent-Images-TIFF-Documentation.pdf>.

C.7.2.4 Grant Sequence Data Book on CD/DVD

The Contractor shall deliver the Grant Sequence Data associated with the weekly grants on CD/DVD according to the USPTO Technical References.

C.7.2.5 Grant Sequence and Table Data

The Contractor shall deliver the Grant sequence and lengthy table data. In addition, the Contractor shall deliver via email a file contents list for the associated Grant sequence and table data.

C.7.2.6 Cooperative Patent Classification Data

The Grant delivery will include a tar file that includes every application in the delivery that has CPC classification information. The "Extract For Cooperative Patent Classification Database" will be delivered in accordance with the instructions outlined in the "Data Preparation Manual." The extract will include all CPC symbols for each application in the weekly publication.

C.7.2.7 Patent Postscript® File For Printing

The Contractor shall furnish a weekly Patent Postscript® file for all patents in the weekly issue. Any patent drawings that are associated with each patent are provided either in black and white or full color. Color drawings are provided based on the applicant's compliance with the Rules. All patents containing color drawings are transmitted to the printing contractor as specified in the Technical References. The patent documents appear in the following order: Reissue, Plant, Utility, Design, and Statutory Invention Registration (SIR). Within each group, patents are in patent number ascending sequence.

The Weekly Issue Print File in Postscript® format will be furnished according to the production schedule in Section F via electronic data transfer to the designated Patent Printing Contractor. However, as a back-up means of delivery, a DVD will be provided to the Patent Printing Contractor whenever the electronic data transfer is not available. All methods of transmission (i.e., electronically delivered or by DVD) will be the responsibility of the Contractor.

The Patent Data Capture (PaDaCap) Contractor will provide encrypted, zipped files containing the Weekly Issue Print File via an SSH/SFTP server to the Patent Printing Contractor. If necessary, the encrypted, zipped files can be split into more than one file.

The PaDaCap Contractor will supply the following:

- password protected specific user accounts
- WinSCP software and
- encryption software with a pair of encryption keys to the Patent Printing Contractor.

The PaDaCap Contractor will transfer files to the Patent Printing Contractor at a predetermined timeframe.

The PaDaCap Contractor will be required to have a Windows XP or higher PC that has a line to an internet connection. The Patent Data Capture Contractor will place the files on a server using a password protected account and key. The files will then need to be encrypted and zipped. The contents list will be included in the electronic delivery.

The Weekly Issue Print File in Postscript® format will contain an entire patent weekly issue and will be furnished by the PaDaCap Contractor. The Weekly Issue Print File is a Postscript® Level 2 compression. Each patent document will appear as a single file. These files will range in size from 1- 3,000 megabytes. In any given issue, it is assumed a maximum average of 20 MB per patent. The actual current average size of a patent is 7 MB.

The PaDaCap Contractor will provide a media contents list with every Weekly Issue Print File delivery according to the Technical References. This list identifies issue date and every patent file that is included in the issue.

When DVD(s) are used as backup, a material receipt slip is provided with the DVD, which the PaDaCap Contractor will require acknowledgement of receipt by a representative of the Patent Printing Contractor.

C.7.2.8 Electronic Official Gazette For Patents (eOG:P)

The Contractor shall furnish the eOG:P via electronic transfer in accordance with the USPTO Technical References. It consists of utility (general & mechanical, chemical, and electrical), reissue, plant, design patents, and Statutory Invention Registrations (SIRs) and in addition to all other application types, provide a combined listing of all ReExamination certificates that issued in the previous week along with an indication that these certificates issued during this timeframe. A page is generated for each type of patent issued. The gazette information consists of key bibliographic data like the patent number, title, inventor list, etc., followed by an optional exemplary drawing and the exemplary claim. In addition, each issue includes the Patent and Trademark Office Notices published that week. The eOG:P shall be created in accordance with the Technical References.

A Daily Electronic Official Gazette for Patent Certificates (eOG:PCert) will be created each day for loading onto USPTO's website. The eOG:PCert shall list all ReExamination Certificates, Supplemental Examination Certificates and all Patent Trial And Appeal Board Certificates for that day and indicate "none" when appropriate. Further, a

daily issue build e-mail notification of Certificates will be created in accordance with the USPTO Technical Reference.

C.7.2.8.1 Annual Publication of Consolidated Notices in eOG:P

The consolidated notices pertaining to USPTO practices and procedures will be delivered annually in HTML format for publication on the last Tuesday of each calendar year in accordance with the USPTO Technical References.

C.7.2.9 Patent and Trademark Official Gazette Classification Indices of Patents

The Classification Index of Patents is a list of patents in ascending numeric order by class and subclass. The Classification Index of Patents is delivered as part of the daily eOG for ReExamination Certificates and the weekly eOG for Grants. A Patent Official Gazette Classification Index of Patents in HTML format are compressed into a 'ZIP' file and delivered to a Patent Office designated location through a secured and encrypted electronic transfer to the USPTO in accordance with the USPTO Technical References. In the event electronic communications fail, delivery will occur via CD/DVD.

C.7.2.10 10 Patent and Trademark Official Gazette Geographical Indices of Inventors

The Geographical Index of Inventors is a list of inventors by geographical location (all States and Countries) to whom patents have been issued. A Patent Official Gazette Index of Inventors is delivered electronically to the USPTO in accordance with the USPTO Technical References.

An Official Gazette Patent Weekly Notices file shall be delivered to Web Services in HTML Format to the USPTO in accordance with USPTO Technical References.

C.2.11 Creation Of Mailing Labels

The contractor shall create mailing address labels for the grant copies. Mailing labels shall be affixed to each unit of mail. The USPTO will provide the Contractor with mailing address data for each weekly issue according to the USPTO Technical References.

C.8 REVIEW AND ASSEMBLY

The Contractor shall perform the Review and Assembly of Patents Issued. This Review and Assembly shall include:

- reviewing each patent for print quality and completeness,
- inserting the individual patents into the appropriate grant cover,
- placing the patents into mailing envelopes,
- printing and attaching the mailing labels for mailing and
- delivering the patents to the USPTO mail center.

The patent grants shall be delivered to the USPTO mail center no later than 10:00 a.m. on issue date. A list of any patents not mailed on issue date should be sent to the USPTO.

C.9 POST ISSUANCE

Requests for modifications/corrections to the patent grant are submitted by the Applicants and reviewed by the USPTO. The USPTO provides the Contractor with the approved modifications for data capture. The modifications are captured and composed in a consistent format.

Electronically formatted deliverables created by the Contractor are uploaded into the USPTO databases and search systems and utilized by the USPTO for printing Certificates of Correction. The Contractor is responsible for providing the electronically formatted deliverables of Certificates of Correction in accordance with the USPTO Technical References.

The Contractor shall also create and deliver Historic Patent documents.

C.9.1 Certificates of Correction (CofC) Processing

The Contractor shall capture all Certificate of Correction data from the source documents to create the deliverables. The Contractor is responsible for verifying that all captured data is correct and formatted in accordance with the USPTO Technical References. In the event a Contractor generated error is discovered in the CofC, the Contractor will make the correction at no additional charge to the USPTO.

The Contractor shall deliver a copy of each Certificate of Correction to the appropriate application in the electronic file wrapper.

C.9.2 Miscellaneous Certificates Of Patents

The Contractor will receive miscellaneous Certificates of Patents via email from the USPTO. The Contractor will compose these certificates, adverse decisions in interference, and disclaimers and provide a printed copy of each document in accordance with USPTO Technical References on a weekly basis.

C.9.3 Printing of Weekly CofCs

The Contractor shall furnish one paper copy of each composed CofC per issue. The patent documents appear in the following order: Reissue, Plant, Utility, Design, Reexamination Certificate, and Statutory Invention Registration (SIR). Within each group, patents are in patent number ascending sequence.

The Certificates of Corrections shall be delivered to the USPTO to be prepared for mailing in accordance with USPTO Technical References on a weekly basis.

C.9.4 CofC Yellow Book 2 (IMAGE FILE)

The Contractor shall deliver a fully composed image file in the CofC Yellow Book 2 format to the USPTO in accordance with the USPTO Technical References. The USPTO shall review the

format of the image file and provide feedback prior to the issue date and shall expect replacements within 24 hours of notification to the Contractor at no additional cost to the USPTO.

C.9.5 Replacement Patent Grants Due to CofC

The USPTO will notify Contractor of specific patent grants that need to be re-keyed/replaced due to subsequent CofCs that were issued pertaining to that specific patent grant. The Contractor shall complete these replacement patent grants within three weeks and deliver them to the USPTO. The Contractor will provide the replacement patent grants in paper or in printable electronic format as described in the Technical References.

C.9.6 Historical Patent Processing

The USPTO will provide a copy of the historic patent from which the Contractor will create and deliver Yellow Book images. Historic patents are patents for which there is no electronic copy available.

C.9.7 Bulk Certificates of Correction (CofC) Processing to Correct/Update Patent Term Adjustment (PTA)

Because of various court and legislative decisions, the contractor may be asked to prepare bulk Certificates of Correction for Patent Term Adjustment. The bulk CofC for PTA will be processed as a mail merge using an Excel" listing of certain application data and a Word" document template to be furnished by the Office. The Bulk CofC for PTA will be processed in accordance with the USPTO Technical References.

C.10 FUTURE PaDaCap DELIVERABLES

The Contractor may be required during the contract to work with the USPTO to create new deliverables that the USPTO may integrate with existing and newly developed tools.

The USPTO anticipates that there will be a need during the total contract period for improved/additional Patent Data Capture products/services. The dynamic legal and regulatory environment that USPTO faces over the projected life of the contract indicates that there is a need for certain management flexibility for the USPTO and the Contractor to facilitate the process of acquiring these services. It is therefore expected that the Contractor maintain a strong partnership and work together with the USPTO to accomplish these goals.

The USPTO anticipates that there may be circumstances arising from emerging technology, business process improvement, Congressional authorization, and other USPTO requirements not currently identified that must be accommodated quickly under any resultant contract. To avoid getting locked into products which no longer effectively meet customer needs, the USPTO will require the Contractor to submit a proposal that addresses the change, improvement, enhancement, and costs.

An agreement between the Contracting Officer and the Contractor shall be negotiated and the change shall be effected by a written, bilateral modification to the contract. Testing and parallel production runs may be required prior to implementation.

For example, USPTO anticipates a change in the Document Type Definition (DTD) for all Red Book and CPC deliverables. Currently, the Red Book consists of two DTDs and corresponding style sheets, one each for published applications and grants. The USPTO will migrate from Red Book ICE based on DTD format to Purple Book ICE WIPO ST.96, W3C XML Schema format.

After the migration to the XML Schema, content validation will be introduced incrementally over a period of time to be determined. Content validation will certainly exploit the capabilities built into XML Schema, but may extend to other XML-based technologies as well, for example, Schematron.

In accordance with Section 508, Subsection 508 (a)(3), the USPTO requires that any Electronic and Information Technology ("EIT"), as that term is defined at FAR 2.101, delivered under this contract comply with the Applicable EIT technology accessibility standards issued by the Architectural and Transportation Barriers Compliance Board set forth at 36 CFR Part 1194.

C.11 1 QUALITY CONTROL SYSTEM

The prime Contractor shall be ISO 9001: 2008 certified at the time of the award. The Contractor must remain certified for the length of this contract.

C.12 CONTRACTOR REPORTS AND ELECTRONIC NOTIFICATIONS

The Contractor shall provide reports and electronic notifications that support production activities. The table in Attachment 6 - Reports and Deliverables lists current reports including the format and frequency of these reports. The Contractor shall provide to the USPTO additional reports as they become necessary and as identified by USPTO and modified into contract.

C.13 Patent Application Alert Service

The contractor shall provide an alert service at no cost to the USPTO to be used by the public free of charge based on published applications. This service will gather and store search queries from the public for repetitive execution. Each week the service will search newly published applications and email results to requestors.

The service shall include three segments of activity:

1. Query Generation which incorporates establishing accounts & credentials, capturing & saving queries and making the queries available to Query Execution
2. Query Execution on published application data immediately prior to release to the public and delivery of results at the time of publication to the Distribution Process
3. Distribution Process implemented by emailing results to their respective requestors.

The contractor shall implement all three segments of activity within the PaDaCap system boundary, establishing any additional controls necessary to satisfy FISMA security requirements.

The Contractor will provide a system design that contains redundant components as appropriate to help ensure continuous service to the public. The system will be designed to maintain 99.8% availability in any month (less than 1.5 hrs/mo. downtime) excluding scheduled maintenance.

The contractor will schedule regular maintenance to allow for patching and other updates. Planned maintenance notices will be posted to the site at least 48 hours prior to commencement of work. In the event of an emergency, maintenance may be conducted without notice.

Contractor shall host and provide technical support and documentation to the public to assist with using this service.

Help Desk support will be provided to the public via email. Service requests will be logged and tracked through a ticketing system. Standard response time will typically be within four hours of receipt during normal working hours (Monday-Friday, 8AM-8PM ET). Requests received off-hours will be responded to during the next business day.

The contractor shall determine, in conjunction with the USPTO, the search criteria and functionality available to users of the service.

Contractor shall determine, in conjunction with the USPTO, the language of the email results being sent to requestors by the host.

Contractor shall provide USPTO with a Monthly Statistical Usage Report of aggregated usage statistics indicating the daily volume of usage for the alert service. The content and format of the statistics will be determined by mutual agreement.

The contractor may publicize the services made available by this agreement with written approval of the Contracting Officer with coordination of the COR and Office of Data Management. The USPTO reserves the right to review the Contractor's means of publicizing service in accordance with PTO-06 Clause (Limitation on Contractor Advertisement).

All work associated with this modification will be completed at no additional cost to the USPTO.

SECTION D: PACKAGING & MARKING

D.1 (Packaging and Packing Requirements)

The Contractor shall package all products delivered under this contract to ensure safe delivery at their destination(s) in accordance with normal commercial practice for domestic shipment.

D.2 (Marking Requirements)

The Contractor shall mark and/or label all shipping containers holding original application files and all products/deliverables being returned or delivered to the USPTO and its customers. The shipping containers shall be plainly and substantially marked to show the contract number, a brief description of the contents, Contractor's name, and the name of the Contracting Officer's Representative (COR).

D.3 (Replacement Deliverables)

In the event that a replacement media deliverable is necessary, the Contractor shall assign the appropriate next volume serial number in accordance with USPTO Technical References.

SECTION E: INSPECTION & ACCEPTANCE

E.1

Clause	Title	Date
FAR 52.246-4	Inspection of Services -Fixed Price (Incorporat ed by reference)	AUG 1996

E.2 (On-Site Government Inspectors)

The Contractor shall provide up to four (4) private offices not less than 120 square feet and equip them each with an office desk and chair, one (1) side chair, telephone and telephone service, facsimile machine (multiple page feed) and facsimile service, one (1) work table, and two (2) four-drawer standard letter size file cabinets with locks for explicit use by Government personnel when conducting on-site inspections.

E.3 (Acceptance)

For all delivered products, the USPTO will inspect them against the requirements of the contract and decide whether to accept or reject them. The USPTO will provide written notice of acceptance or rejection.

In addition to the specific inspection and acceptance requirements set forth for individual deliverables, the preliminary measure of acceptable quality for input data to the USPTO and its customers is the run capability of the deliverable media, and acceptable appearance of style and format of the resulting output per the Technical References under Section C. An unacceptable product must be replaced within one (1) workday of notification of rejection.

E.4 (Government Inspection Operations for On-Site Work and Deliverables)

The USPTO will inspect all of the Contractor's work. The Contractor is required to correct any problems or deficiencies within one (1) workday of receiving notification. Contractor-generated errors will be corrected at no additional cost to the USPTO.

The USPTO will inspect the Pre-Grant, the IDC, Grant Red Book ICE and/or Grant Purple Book ICE deliverables. Details of the inspection process are provided as follows:

E.4.1 Step 1- Preliminary Inspection

Upon delivery of each deliverable, the USPTO will verify the deliverable on the USPTO system to determine if the deliverable is "usable"; i.e., the deliverable adequately runs, the required data is present and can be accessed to produce the required output, and the data is provided in

compliance with USPTO Technical References. If the USPTO determines that the deliverable is usable, the deliverable will be considered "conditionally accepted."

The Contractor shall be notified of USPTO's inability to process any deliverable within three (3) working days from the date of delivery in accordance with Section E.3, Acceptance.

E.4.2 Step 2 - Government Sampling

The USPTO will perform a 2 to 6 percent sample of each patent type on the tape, except for Design and Plant patents and Reexamination Certificates. For Design patents and Reexamination Certificates, the USPTO will take a 20 percent sample. For Plant patents, the USPTO will take a 50 percent sample. The USPTO will inspect each weekly tape by taking a random sample of patent applications processed against the error criteria of 12.5 per 100,000 characters.

The samples will be grouped as follows: Utilities, Reissues, and Statutory Invention Registrations (SIRs) with further breakdowns by Front Pages, Specifications, and Claims; and Designs, Plants, and Reexamination Certificates with no further breakdowns.

Within inspection, samples of the Front Pages, Specifications, Claims, and Designs, Plants, and Reexamination Certificates may fail the stated error criteria. When this occurs, the Contractor shall reprocess a new deliverable to eliminate the reason for rejection identified by the USPTO.

Upon receipt of the new deliverable, the USPTO will only inspect that part of the data content (Front Pages, Specifications, Claims, Designs and Plants and Reexamination Certificates) that failed in the inspection. For instance, if a Front-Page error rate of a sample exceeds the error rate of 12.5 per 100,000 characters requirement, the USPTO will only re-inspect the Front Pages in the new deliverable.

E.4.3 Payment Prior to Final Acceptance

If acceptance notification is not provided by the USPTO within the specified time periods provide in Subsection E.4.3, the deliverable shall be deemed accepted for payment purposes only. Acceptance under this criterion shall not relieve the Contractor of providing an acceptable deliverable in accordance with the requirements of Section C of the contract. If full payment is made as a result of this paragraph and the deliverable is rejected as a result of Subsections E.4.1 or E.4.2, the Contractor shall provide a new deliverable which is compliant with the requirements of the contract within the time periods specified in Section E.5, Government Rejection of Deliverables. Notification of acceptance by the USPTO shall be provided in accordance with Section E.3, Acceptance. If the new deliverable is not provided within the time periods specified in Section E.5 or if the new deliverable is rejected, the USPTO may, at its discretion, cease payment of other invoices until an acceptable deliverable is provided.

E.5 (Government Rejection of Deliverables)

When the USPTO rejects a deliverable as a result of Step 1 of Section E.4.1, Preliminary Inspection, the Contractor shall reprocess and deliver a corrected deliverable within one calendar day of USPTO notification of rejection. When the USPTO rejects a deliverable as a result of Step 2 of Section E.4.2, Government Sampling, the Contractor shall reprocess and deliver a corrected deliverable so that it will satisfy the contract requirements within 60 calendar days after the contractor has been notified of the rejected issue. The contractor shall coordinate with the USPTO in requesting the pick-up of the rejected issue and the Contractor is responsible for retrieval and delivery. The USPTO will not identify the actual errors. The USPTO will notify the Contractor of the error rate found which served as the basis for rejection.

E.6 (Reinspection Charge for Rejections of Deliverables)

The Contractor shall pay the USPTO a re-inspection charge for rejected deliverables computed as follows:

- | | |
|--------------------------------------|----------|
| 1. Computer Run Re-Inspection Charge | \$395.61 |
| 2. Re-Inspection of Data Charge: | |

Type of Rejected Data	Charge Per Patent and Certificate
Utilities, Reissues, and SIR's:	
Front Pages	\$4.06
Text Data	\$81.38
Claims	\$13.56
Designs, Plants, and Re-exams	\$4.06

SECTION F - DELIVERIES/PERFORMANCE

F.1 (Delivery)

The Contractor is obligated to make delivery F.O.B. destination at the prices shown in Section B.I. Delivery locations are to the USPTO, except for the delivery below. Receiving hours for deliveries are between 8:30 a.m. and 4:30 p.m., local time, Monday through Friday, on USPTO workdays.

Patent Postscript® File for Printing

Weekly Postscript® files are sent electronically. If data connections are unavailable, the weekly Postscript® file will be delivered on CD/DVD to the USPTO Printing Contractor:

News Printing Company, Inc. 13710Dunnings Hwy.
Claysburg, PA 16625
(814) 239-8787

The patent grants are delivered to the United States Patent & Trademark Office Mail Center no later than 10:00 a.m. on Issue Day.

The delivery locations specified above are subject to change during the life of the contract.

F.2 (Liquidated Damage Charges)

The Contractor shall pay the following liquidated damage charges, when applicable:

<u>Liquidated Damage</u>	<u>Charge</u>
Issuance of Certificate of Correction	
Major error	\$94.94/certificate
Minor error	\$47.47/certificate

If any of the conditions listed below are found to be errors generated by the contractor, they will be classified as a major error.

- Any errors caused by not using the most recent: specification, set of claims, set of drawings, or change of inventorship during the time that the contractor was processing the application.
- Any error in which the inventorship is incorrectly captured.
- Any error caused by mixing/incorporating content from another application/patent.
- An application that contains numerous typographical errors that should have been caught in the microspell process.
- An application that has a serious error based on the judgment of the USPTO or omission of content as supplied by USPTO.

All other contractor generated errors will be charged at the **minor** error rate.

F.3 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) (Incorporated by reference)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) The COR will be designated by the CO to monitor all technical aspects and assist in administering the contract. COR responsibilities are typically to ensure that the Contractor performs the technical requirements of the contract; to perform, or cause to be performed, inspection necessary in connection with the contract concerning the aspects of the contract with his/her purview; to issue written interpretation of technical requirements of Government drawings, designs and specification; to monitor the Contractor's performance under the contract and notify the Contractor and CO of any deficiencies observed; and to coordinate Government-Furnished Property availability and provide for site entry of Contractor personnel, if required. A letter of designation will be issued to the COR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COR. This letter will clarify to all parties of this contract the specific responsibilities of the COR.

(b) The COR will be determined at time of contract award. The COR 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 COR, will be promptly provided to the Contractor by the CO in writing.

COR: Amy Perkins;

ADDRESS: U.S. Patent and Trademark Office
600 Dulany Street
Alexandria, VA 22313-1450

PHONE: (571) 272-1038

Alternate COR: Corey Forshee;

ADDRESS: U.S. Patent and Trademark Office
600 Dulany Street
Alexandria, VA 22313-1450

PHONE: (571) 270-3642

CAR 1352.201-72 Contracting Officer's Representative (COR) (APR 2010)

(a) Amy Perkins is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at:

600 Dulany Street, Alexandria, VA 22313

Phone Number: (571) 272-1038

E-mail: Amy.Perkins@uspto.gov

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

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR 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 COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of Clause)

G.2 GOVERNMENT POINT OF CONTACT (POC)

(a) The Contracting Officer (CO) may designate Government POCs to monitor all technical aspects and assist in administering the contract. POC typical responsibilities may include reviewing progress reports submitted by the contractor, tracking delivery, assisting in the evaluation of the contractor's proposal, processing receivers in the Momentum system, providing clarification of technical issues, and identifying any unusual circumstances or procedures.

(b) POCs will be determined at time of contract award. POCs 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 POC, will be promptly provided to the Contractor by the COR in writing.

G.3 CONTRACTING OFFICER (CO)

All contract administration will be overseen by the CO. Communications pertaining to contract administration matters will be addressed to the CO. No changes in, or deviation from, the scope of work shall be effected without a Supplemental Agreement executed by the CO authorizing such changes.

Contract Administration Office

(a) This contract will be administered by:

CO:	Heather Watroba
ADDRESS:	U.S. Patent and Trademark Office Office of Procurement 600 Dulany Street P.O. Box 1450 Alexandria, VA 22313-1450
PHONE:	571-270-0830
EMAIL:	Heather.Watroba@uspto.gov

(b) Written communications to the CO shall reference the contract number and shall be emailed to the above address.

CAR 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MAR 2010)

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 terms and conditions, including price.

(End of clause)

G.4 INVOICING

PTO-37 USPTO INVOICES, VENDOR PORTAL (OCTOBER 2018)

INVOICING AND PAYMENT INSTRUCTIONS

- a) The Contractor shall submit their invoice using the USPTO Vendor Portal. Valid invoices must contain all of the information required in paragraph (b) below. Vendor Portal access information and training materials can be found at the following link: <https://www.uspto.gov/about-us/vendor-information>
- b) To constitute a proper invoice, the Contractor's invoice shall include:
 - 1) Name and address of the business concern
 - 2) Contractor DUNS number (or DUNS+4)
 - 3) Invoice date and invoice number
 - 4) Contract number [including order number and contract line item number (CLIN)]
 - 5) Task Order (or Delivery Order) Number and Title (as applicable)
 - 6) Taxpayer Identification Number (TIN) (if required)
 - 7) Period covered by the invoice
 - 8) Terms of any applicable discount(s)
 - 9) Shipping number and date of shipment (if applicable)
 - 10) Bill of lading number and weight of shipment (if applicable)
 - 11) Name, title, address, and phone number of the official to whom payment is to be sent
 - 12) Name, title, address, and phone number of person to notify in the event of a defective invoice

13) Description, quantity, unit of measure, unit price, and extended price of goods and services delivered or rendered.

14) Electronic Funds Transfer (EFT) banking information

- A. The Contractor must include EFT banking information on the invoice only if not registered with the System for Award Management.
- B. If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor must have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g. FAR 52.232-38 or FAR 52.232-34), applicable contract clause (e.g. FAR 52.232-33) or applicable agency procedures.
- C. EFT banking information is not required if the Government waived the requirement to pay by EFT.

15) For OCIO contracts, identify all applicable Project/Program/Activity (PPA) codes

- c) **The Contractor shall clearly mark its final invoice for payment as "Final Invoice for Payment."** A final invoice represents the amount remaining to be paid by the USPTO to the Contractor for services rendered, which, once paid, will represent the final total cumulative value of the contract.
- d) The Government may reject any invoice that contains billing errors, improperly billed costs, or otherwise fails to comply with any invoice or other contractual requirement. If deliverables or services are rejected for failure to conform to contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25) will apply to the acceptance of replacement deliverables or services.
- e) Costs being billed for individual task orders, delivery orders, etc. shall be invoiced separately; billing for more than one task order, delivery order, etc. per invoice is not allowed.

INVOICING/PAYMENT FREQUENCY

The Contractor shall submit invoices on a monthly basis for services rendered and deliverables furnished during the previous month, or otherwise as agreed upon.

(End of clause)

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 INFORMATION TECHNOLOGY (IT) SECURITY IMPLEMENTATION

Contractor and USPTO information systems must meet security requirements. The USPTO developed Security Assessment and Authorization procedures to ensure the integrity, confidentiality and the availability of its data and information systems. NIST Special Publication (SP) 800-37 (current) and the NIST SP 800-53 (current) inform provides an understanding and implementation of all Assessment and Authorization (A&A) controls. The Contractor's system/application must have a valid Authority to Operate (ATO) (signed off by the USPTO AO or designee) prior to going into operation and processing USPTO information. If the contractor proposes a cloud based solution, the Contractor's system/application must be FedRAMP compliant.

Control and security of USPTO data is a primary responsibility of the Contractor. Contractor must assure the integrity of the USPTO patent and trademark data and take no action that will cause or give the perception of a breach of USPTO data integrity. Contractor shall notify the USPTO within two hours of any problems or potential problems (risks), and possible solutions or mitigation strategies with availability, confidentiality, or integrity of the system. Additionally the contractor is required to have one technical personnel on the contract that holds a National Security Clearance at a minimum of the Secret level. The government will share, at its discretion, pertinent Cyber Security related information necessary to protect the system, request sensitive information related to the operation of and or data in the system, and or as needed work through those individuals to remove as necessary government data of a sensitive nature.

The Contractor shall adhere to current Government policies, procedures and guidance for the Security Authorization process, including the Federal Information Security Management Act (FISMA), which requires initial and annual security assessments.

The contractor is hereby notified that the USPTO Cyber Security program manages risk of IT operations and systems through the implementation of a Continuous Monitoring and Residual Risk quantification and identification program. Therefore the contractor must be fully vested in the success of this program through active participation in order to achieve and maintain the required ATO of their system(s).

This program involves:

- Formalized IT operational security monitoring and assessment activities including but not limited to FISMA
- Active continuous monitoring and mitigation
- Announced and unannounced IT risk and mitigation effectiveness testing to include logical and physical penetration testing
- Active participation of both USPTO and USPTOs contractors

The ATO process takes approximately six months and the ATO must be obtained before the contractor can begin processing live patent data. The failure to obtain and maintain a valid Assessment and Authorization shall be grounds for

termination of the contract. The Contractor shall have: (1) a new security assessment conducted that includes an independent evaluation of all applicable security controls outlined in NIST 800-53 rev 4 (the USPTO Cyber Security Authorization Contractor Group (CACG) will provide the Contractor with the applicable security controls based upon the system security categorization) and ATO obtained; or (2) if the Contractor has an existing ATO approved by the USPTO at the moderate or high risk level on a different contract the USPTO must review and approve the system before work on this contract can commence. The Contractor with an existing ATO must submit the System Security Plan (SSP), Risk Assessment Report (RAR), existing ATO letter (Authorization Decision Document), and current/active Plan of Action and Milestones (POA&Ms) to the COR within 15 days of award.

(a) Security Requirements:

1. The Contractor shall ensure that the system and infrastructure meets current, security and privacy requirements defined by the USPTO, the Department of Commerce, and Federal laws, regulations, and policies. Security and privacy requirements apply to individuals and organizations having contractual arrangements with the USPTO, including Prime Contractors, sub-contractors, and outsourcing partners.
2. The Contractor shall provide system security in compliance with: the Federal Information Security Management Act (FISMA), security-related guidelines and requirements for federal agencies issued by the National Institute of Standards and Technology (NIST), security-related OMB Circulars and Memorandums (e.g., OMB Circular A-130), and any future statutes, regulations, requirements, or guidelines for federal agencies relating to information and/or information system security.
3. The Contractor shall provide security to protect the confidentiality, integrity and availability of information and systems developed and maintained on behalf of the USPTO, commensurate with the risk and magnitude of harm resulting from unauthorized access, use, disclosure, disruption, modification or destruction.
4. The Contractor shall develop, update and maintain a System Assessment Package (SAP) in accordance with guidance contained in NIST 800-37, current version.
5. The Contractor shall incorporate the controls described in NIST 800-53, current revision.
6. The Contractor shall perform an independent assessment of its SAP, independent from the USPTO ISSO activities/duties.
7. The Contractor shall deliver a complete SAP to obtain Authorization to Operate (ATO). Once the SAP is delivered to the USPTO, the USPTO will conduct an Independent Verification and Validation (IV&V) of the completed SAP to ensure it meets FISMA USPTO Office of the Inspector General (OIG) compliance using a checklist and review controls. If the controls pass the review and meet requirements to 80%, it is considered an OIG pass, the USPTO CISO at their discretion based on the potential impact to USPTO and its mission may require a higher than 80% compliance rate.. Otherwise the Contractor shall provide a corrective action plan and is responsible for correcting IV&V review findings at no cost to the USPTO.
8. The Contractor shall use the Cybersecurity Assessment Management (CSAM) tool to manage POA&Ms and to store official security documentation for Department of Commerce and Office of Inspector General (OIG) review. The USPTO will provide the Contractor with a CSAM account.

9. The Contractor shall ensure that after a system has been authorized, any change to the system must be assessed and documented in accordance with OMB Memo 10-15 and 12-20.
10. The Contractor shall ensure any new storage design package includes an updated SAP, and the Contractor shall obtain ATO from the USPTO Security Office prior to implementing material changes to storage infrastructure security.
11. The Contractor shall participate and respond to USPTO OIG-performed security audits.
12. The Contractor shall develop and maintain a Security Finding/Incident Report as part of the monthly PMR Report to document all security-related issues identified in the SIMS environment.
13. Deliverables (C.6): 001-5, System Assessment Package (SAP); 001-9, PMR - Security Finding/Incident Report.

(b) Asset Management. Where the Contractor is required to co-locate equipment, with Government furnished equipment, the contractor will be responsible for all ordering and receipt of the assets used to perform the duties under this contract.

1. The Contractor shall, as part of their deliverable, develop and implement asset management procedures.
2. The Contractor shall coordinate with the USPTO, and provide 48 hour notice, when it expects deliveries of hardware to any USPTO location, and shall obtain federal USPTO approval for the removal of any equipment including movement of equipment for upgrades, and migrations, and other routine tasks.
3. Contractor Equipment. The Contractor shall clearly mark their equipment with an "Owned by -" sticker on each device for identification purposes.
4. The Contractor shall, using the asset tags, develop and maintain a current inventory of the infrastructure's components. This Asset Inventory includes data such as manufacturer, device type, serial number, version number; physical and logical location, etc. As requested by the USPTO, the Contractor shall provide a detailed written Asset Inventory to the USPTO within 48 hrs. If the contractor's use of asset tags within any USPTO location includes use of RFID, and or similar technology, they must coordinate with the USPTO asset management team to ensure compatibility and to minimize potential conflicts and or interference.
5. The Contractor shall monitor capacity thresholds and capacity usage to ensure adequate inventory sparing levels to meet SLAs.
6. The Contractor shall ensure that all USPTO data have been properly removed from any assets which the Contractor is disposing of in accordance with the USPTO Media Protection policy. As part of this process, the Contractor shall complete a Data Erasure Completion Report describing the steps taken to remove USPTO data from the device/devices. The USPTO will inspect; verify that proper procedures were followed and the erasure completed; and sign off of the Data Erasure Complement Report.
7. The Contractor shall provide to the USPTO any media/device/devices that have not been purged or cleared per the guidelines above to remain on-site and destroyed by the USPTO.

8. The Contractor shall document the price of all assets it purchases, and calculate a month-by-month depreciation using the current price at purchase. This information will be used in the event the USPTO cancels the contract with the Contractor and the assets need to be purchased/leased by either the USPTO or a replacement Contractor. The Contractor shall provide the current buy-back costs for its entire infrastructure when requested by the USPTO.
9. The contractor is required to maintain a current Asset Inventory at all times and shall provide upon request of the CO a copy of the current inventory within 48 hours; additionally the contractor shall update their SSP (System Security Plan) with the current detailed Asset Inventory at a minimum of quarterly, or more frequently as the CO requires, the updated SSP will be submitted to the USPTO Cyber Security team along with the quarterly system scan results.
10. Data Erasure Certification report. The contractor shall provide a certification of erasure and or destruction report whenever storage media is erased and or destroyed. The contractor is required to maintain compliance with current USPTO data security and media sanitization policies.

The Contractor shall additionally (1) perform an independent annual reassessment where all controls (to be provided by USPTO CACG) are assessed in accordance with NIST Special Publication (SP) 800-53 (current); and (2) maintain regular continuous monitoring/scans and risk management activities (see NIST 800-37 rev 1) at a frequency determined by the government, which will be at least quarterly. The Contractor shall obtain an independent assessor, which must be approved by the USPTO, to assist with the initial security assessment and annual assessments. The Contractor shall report the results of all security assessments to the USPTO Cyber Security Authorization Contractor Group (CACG).

A full re-assessment may be required at the discretion of the Authorizing Official when there is a significant change to the system's security posture.

H.2 EXERCISE OF OPTIONAL CLINS and TASKS

The Government may unilaterally exercise the Optional CLINs and tasks at the rates specified in the contract. The Contracting Officer may exercise any Optional CLIN or task by providing the contractor written notice of its intent to do so at least **60 days** before the unilateral exercise. The notice does not commit the Government to the unilateral exercise. The authority in this clause may be invoked for any and all optional CLINs and tasks and iterations listed in the requirements documents and/or contract line items.

H.3 CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE:

CAR 1352.208-70 RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010)

CAR 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010)

CAR 1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)

CAR 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

CLAUSES FULL TEXT:

CAR 1352.237-75 KEY PERSONNEL (APR 2010)

(a) The contractor shall assign to this contract the following key personnel:

Program Manager

Deputy Program Manager

IT Manager

Chief Information Security Officer

Director, Contracts and Procurement

(b) The contractor shall obtain the consent of the Contracting Officer prior to making key personnel substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved by the Contracting Officer.

(c) Requests for changes in key personnel shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

(End of Clause)

PTO-04 DATA SECURITY (FEB 2017)

REPRODUCTION AND DISCLOSURE OF CONFIDENTIAL DATA

Reproduction or disclosure of confidential data provided by the USPTO, or to which the Contractor will have access to as a result of this contract, is prohibited. It is understood that throughout performance of this contract, the Contractor may have access to confidential data which is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretation thereof or data

derivative there from, to unauthorized parties in contravention of these provisions, without prior written approval of the Contracting Officer and any party in which title thereto is wholly vested. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement has occurred. All Contractor personnel working on any of the described tasks may, at Government request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government information and documents. This clause also applies to any subcontractors and/or consultants used by the Contractor.

GOVERNMENT FURNISHED DATA (IF APPLICABLE)

The Government shall deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. GFD will be delivered to the Contractor as agreed upon. Title to GFD shall remain in the Government, and the Contractor shall use the GFD only in connection with this contract. Upon completion of or termination of this contract, the Contractor shall return to the Government all GFD.

RIGHTS IN DATA

When using any FAR clause as prescribed in FAR Subpart 27.4, Rights in Data and Copyrights, that contains the definitions "unlimited rights" and "computer software," the definitions shall be expanded to include the following: "Unlimited rights" means the right of the USPTO, at no extra cost to the USPTO or recipients, to use, disclose, reproduce unlimited copies, prepare derivative works, distribute unlimited copies to the public and foreign government patent offices, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

"Computer software" shall also additionally include, but not be limited to: non-COTS computer programs developed or previously developed and implemented by the Contractor in the performance of this contract, related to computer data bases and documentation thereof, source code, object code, algorithms, library code, library routine, and technical data of all computer software first produced in the performance of this contract.

SECRECY AND USE OF PATENT INFORMATION (IF APPLICABLE)

Work under this contract does not affect national security. However, patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-know basis.

The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under this contract. Furthermore, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished to the Contractor by the Government, or obtained by the Contractor from the Government, except in performing the requirements of this contract. Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or of patent application folders. All processing, storage, or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO. This clause also applies to any subcontractors and/or consultants used by the Contractor. All personnel having access to patent application files or data or information concerning the same, must take the following affirmation, signed in writing:

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

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

(End of Clause)

PTO-06 PROHIBITION ON CONTRACTOR ENDORSEMENTS (APR 2017)

The Contractor shall not refer to this or any other contract between itself and the USPTO in advertisements, press releases, or other forms of endorsement in such a manner that states or implies the Federal Government sanctions, prefers, or considers the products and/or services provided by the Contractor superior to those of other vendors without the express written consent of the Contracting Officer.

Forms of endorsement containing such statements or implications shall be submitted to the Contracting Officer for preliminary review prior to any publication in order to ensure compliance with this clause. Upon receipt the Contracting Officer will relay the request to the Office of the Chief Communications Officer for final USPTO approval. Dissemination as described above will only be permitted with the express written consent of both the Contracting Officer and the Office of the Chief Communication Officer.

(End of Clause)

PTO-08 PHYSICAL ACCESS TO GOVERNMENT FACILITIES (FEB 2017)

During the life of this contract, the right of ingress and egress to and from the Government facility for Contractor personnel shall be made available only when and to the extent necessary to carry out contract requirements. The Government reserves the right to require Contractor personnel to sign in upon ingress, or sign out upon egress, to and from the Government facility. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operations of the facility. The Contractor is required to immediately notify the COR upon temporary or permanent termination of Contractor personnel with Government facility access when such access is no longer required. The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally controlled facility.

(End of Clause)

PTO-10 USPTO AGENCY LEVEL PROTESTS (FEB 2017)

PURPOSE

- a) This contract is subject to the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103).

PROCEDURES

- a) An agency protest is one that may be filed with either the Contracting Officer (CO) or the protest decision authority (Director of Procurement) but not both. For protests filed directly with the CO, follow the procedures in FAR 33.103(d). When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the CO apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) 33.102 and 33.103.
- b) A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.
- c) Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to

Director of Procurement
U.S. Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest the same day to the responsible CO and a copy to the addressee indicated below:

Office of the General Counsel
General Law Office
U.S. Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
(FAX Number 571-273-0099)

- d) Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the Government Accountability Office (GAO) or any other external forums. If the protester has already filed with the GAO or other external forums, the procedures described here may not be used.
 - a. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 calendar days after contract award or 5 calendar days after the date the protester was given the opportunity to be

debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 calendar days after the basis of the protest is known or should have been known, whichever is earlier.

- b. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next calendar day. Incomplete submissions will not be considered filed until all information is provided.
- c. To be complete, protests must contain the following information:
 - i. The protester's name, address, telephone number, and fax number
 - ii. The solicitation or contract number, name of contracting office and the CO
 - iii. A detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
 - iv. Copies of relevant documents supporting protester's statement
 - v. A request for ruling by the agency
 - vi. Statement as to form of relief requested
 - vii. All information establishing that the protester is an interested party for the purpose of filing a protest
 - viii. All information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester. Within 14 calendar days after the protest is filed, the CO will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 calendar day of the decision to grant the extension. Unless an extension is granted, the protest decision authority will issue a decision within 35 calendar days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals. The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

- e) Effect of protest on award and performance: When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- a. The supplies or services are urgently required,
- b. Delivery or performance would be unduly delayed by failure to make the award promptly, or
- c. A prompt award will be in the best interest of the Government.

When a protest is filed within 10 calendar days after contract award or 5 calendar days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.506, whichever is later, the CO shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- a. Contract performance would be in the best interest of the United States, or
- b. Urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

REMEDIES

- a) The protest decision authority may grant one or more of the following remedies:
 - a. Terminate the contract,
 - b. Re -complete the requirement,
 - c. Issue a new solicitation,
 - d. Award a contract consistent with statutes and regulations,
 - e. Amend the solicitation provisions which gave rise to the protest and continue with the procurement,
 - f. Amend the solicitation provisions which gave rise to the protest and continue with the procurement, or
 - g. Such other remedies as the decision-maker may determine are necessary to correct a defect.

PTO-12 SECURITY PROCESSING REQUIREMENTS - HIGH OR MODERATE RISK CONTRACTS (OCT 2014)

In accordance with CAR 1352.237-70, Security Processing Requirements—High or Moderate Risk Contracts (APR 2010)

(a) Investigative Requirements for High and Moderate Risk Contracts. All contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce or USPTO owned,

leased, or controlled facility in the United States or overseas, or to obtain access to a Department of Commerce or USPTO IT system. All Department of Commerce or USPTO security processing pertinent to this contract will be conducted at no cost to the contractor. The level of contract risk will determine the type and scope of such processing, as noted below.

(1) Investigative requirements for Non-IT Service Contracts are:

- (i) High Risk—Background Investigation (BI).
- (ii) Moderate Risk-Moderate Background Investigation (MBI).

(2) Investigative requirements for IT Service Contracts are:

- (i) High Risk IT—Background Investigation (BI).
- (ii) Moderate Risk IT—minimum Background Investigation (mBI). Should the COR believe a more stringent background investigation is warranted based on the duties and functions of the contract, a BI may be requested.
- (iii) In addition to the investigations noted above, non-U.S. citizens must have a pre-appointment check that includes an Immigration and Customs Enforcement agency check. To that end, contractors are required to use E-Verify (FAR 22.18) and shall provide proof of their enrollment in accordance with clause 52.222-54, Employment Eligibility Verification.

b) High Risk Non-IT Service Contracts US Citizen Contractor Employee Requirements. Every effort shall be made to employ U.S. Citizens for positions that may require access to USPTO sensitive information. In rare circumstances, if U.S. Citizens are not readily available and a valid rationale for urgent and compelling reasons exists for highly specialized skills or expertise to support performance under this contract, a waiver may be requested to the USPTO Security Director. The USPTO Security Director has the discretion to approve or disapprove waivers. If a waiver is granted, the additional requirements for foreign nationals notated in paragraph(c) contained herein must be satisfied.

(c) IT Service Contracts Additional Requirements for Foreign Nationals (Non-U.S. Citizens). To be employed under this contract within the United States, non-U.S. citizens must have:

- (1) Official legal status in the United States; and
- (2) Continuously resided in the United States for the last two years.

(d) Security Processing Requirement. Processing requirements for High and Moderate Risk Contracts are as follows:

- (1) The background investigation processing is conducted through the Office of Personnel Management e-QIP, a secure website designed to house all personnel investigative forms. The contractor must complete and submit the required forms in coordination with the Contracting Officer's Representative (COR)/Sponsor and the USPTO Office of Safety and Security.

(i) The forms to be completed include, but are not limited to the following:

- Standard Form 85P (SF-85P), Questionnaire for Public Trust Positions; and
- Optional Form 306 (OF-306), Declaration for Federal Employment

(ii) FD-258, Fingerprint Chart with OPM's designation in the ORI Block; and

(iii) Credit Release Authorization (if required).

(2) The Sponsor will ensure that these forms have been properly completed, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer in the USPTO Office of Security and Safety.

(3) Upon completion of security processing, the Office of Security, through the servicing Security Officer and the Sponsor, will notify the contractor in writing of an individual's ineligibility to be provided access to a Department of Commerce or USPTO facility or Department of Commerce or USPTO IT system.

(4) Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. For non-U.S. citizens, the Sponsor must request an Immigration and Customs Enforcement agency check. It is the option of the Department's Office of Security or the USPTO's Office of Security and Safety to repeat the security processing on any contract employee at its discretion.

(e) Notification of Disqualifying Information. If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The Sponsor, in coordination with the Contracting Officer, will immediately remove the contract employee from duties requiring access to Departmental or USPTO facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following:

(1) Conviction of a felony crime of violence or of a misdemeanor involving moral turpitude;

(2) Falsification of information entered on security screening forms or on other documents submitted to the Department or USPTO;

(3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government, regardless of whether the conduct was directly related to the contract;

(4) Any behavior judged to pose a potential threat to Departmental or USPTO information systems, personnel, property, or other assets.

(f) Failure to comply with security processing requirements may result in termination of the contract or removal of contract employees from Department of Commerce or USPTO facilities or denial of access to IT systems.

(g) Access to National Security Information. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

(h) The contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of Clause)

PTO-16 CONTRACTOR NOTIFICATION REQUIREMENT (MAR 2010)

The Contractor is required to notify the Contract Officer's Representative (COR) within one business day upon temporary or permanent termination of a Contractor employee, when that Contractor employee has USPTO system access rights, and at any other time when a Contractor employee no longer requires USPTO IT system access permissions.

(End of Clause)

PTO-17 CONTRACTOR FOIA REQUIREMENT (FEB 2016)

Within fourteen (14) calendar days of receiving the contract award, the contractor shall, at no additional expense to the government, submit an electronic copy of the resultant contract with any proposed redactions deemed necessary by the contractor or required by law, along with the basis for such redactions, to be forward to the USPTO FOIA Officer within the Office of General Counsel.

(End of Clause)

PTO -24 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES

In accordance with CAR 1352.239-72 Security Requirements for Information Technology Resources (APR 2010)

(a) Applicability. This clause is applicable to all contracts that require contractor electronic access to Department of Commerce sensitive non-national security or national security information contained in systems, or administrative control of systems by a contractor that process or store information that directly supports the mission of the Agency.

(b) Definitions. For purposes of this clause, the term "Sensitive" is defined by the guidance set forth in the Computer Security Act of 1987 (Pub. L. 100-235), including the following definition of the term:

(1) Sensitive information is " * * * any information, the loss, misuse, or unauthorized access to, or modification of which could adversely affect the national interest or the, conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

(2) For purposes of this clause, the term "National Security" is defined by the guidance set forth in:

(i) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3.

(ii) The DOC Security Manual, Chapter 18.

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

(3) Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) The contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of DOC IT resources for all of the contractor's systems that are interconnected with a DOC network or DOC systems that are operated by the contractor.

(d) All contractor personnel performing under this contract and contractor equipment used to process or store DOC data, or to connect to DOC networks, must comply with the requirements contained in the DOC Information Technology Management Handbook (see DOC, Office of the Chief Information Officer Web site), or equivalent/more specific agency or operating unit counsel guidance as specified immediately hereafter:

Attachment 38 - IT Security Requirements

(e) Contractor personnel requiring a user account for access to systems operated by the contractor for DOC or interconnected to a DOC network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, Security Processing Requirements for Service Contracts.

(f) Within 5 days after contract award, the contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed initial IT security orientation training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with DOC IT Security Program Policy, chapter 15, section 15.3. The COR will inform the contractor of any other available DOC training resources. Annually thereafter the contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed annual refresher training as required by section 15.4 of the DOC IT Security Program Policy.

(g) Within 5 days of contract award, the contractor shall provide the COR with signed acknowledgement of the provisions as contained in Commerce Acquisition Regulation (CAR), 1352.209-72, Restrictions Against Disclosures.

(h) The contractor shall afford DOC, including the Office of Inspector General, access to the contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC data or to the function

of computer systems operated on behalf of DOC, and to preserve evidence of computer crime.

(i) For all contractor-owned systems for which performance of the contract requires interconnection with a DOC network on which DOC data will be stored or processed, the contractor shall provide, implement, and maintain a System Accreditation Package in accordance with the DOC IT Security Program Policy. Specifically, the contractor shall:

(1) Within 14 days after contract award, submit for DOC approval a System Certification Work Plan, including project management information (at a minimum the tasks, resources, and milestones) for the certification effort, in accordance with DOC IT Security Program Policy and [Insert agency or operating unit counsel specific guidance, if applicable]. The Certification Work Plan, approved by the COR, in consultation with the DOC IT Security Officer, or Agency/operating unit counsel IT Security Manager/Officer, shall be incorporated as part of the contract and used by the COR to monitor performance of certification activities by the contractor of the system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification Work Plan may result in termination of the contract.

(2) Upon approval, follow the work plan schedule to complete system certification activities in accordance with DOC IT Security Program Policy Section 6.2, and provide the COR with the completed System Security Plan and Certification Documentation Package portions of the System Accreditation Package for approval and system accreditation by an appointed DOC official.

(3) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, maintain the approved level of system security as documented in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with DOC IT Security Program Policy, Section 6.3.1.1.

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

(End of Clause)

PTO-30 RELEASE OF RESIDUAL FUNDS (<\$100) (APR 2016)

Upon completion of the contract period of performance and receipt and payment of the final invoice, it is understood and agreed that all outstanding obligations incurred on the above-referenced contract have been satisfied. If residual funds on the contract total \$100 or less, the government will automatically deobligate the residual funds without further communication with the vendor. Therefore, it is further understood and agreed that the government shall not be liable for the payment of any future invoices that may be submitted under the above-referenced contract.

Nothing in this clause is intended to limit or restrict any claim or remedy otherwise available.

(End of Clause)

PTO-31 RELEASE OF RESIDUAL FUNDS (>\$100) (APR 2016)

If funds greater than \$100 remain on this contract after completion of the contract period of performance and receipt and payment of the final invoice, the government will deobligate the remaining funds as follows:

For firm-fixed price (FFP) awards, or awards containing FFP CLINs:

The government will issue a bilateral modification to authorize release of those funds. The Contractor's signature on the modification will constitute understanding and agreement that all outstanding obligations incurred on this contract have been satisfied. The government shall not be held liable for the payment of any further invoices submitted under this contract. The Contractor will have up to 30 calendar days after issuance of the modification to sign the modification and return it. Further, failure to sign and return the modification within the stated time period shall be considered acceptance of the government's intent to deobligate the residual funds, and releases the government from any future liability stemming from or related to this contract.

Nothing in this clause is intended to limit or restrict any claim or remedy otherwise available.

(End of Clause)

PTO-32 USPTO GREEN SUPPLIES AND SERVICES CONTRACTING (FEB 2017)

The USPTO is committed to procuring environmentally friendly and energy efficient products and services meeting requirement performance and quality standards and at a reasonable price, as set forth under FAR Part 23.7 and the Commerce Acquisition Manual (CAM) 1323.70. To the maximum extent practicable, or unless otherwise required by product or service specifications, the contractor shall adhere to the USPTO "Green Requirements" which includes but is not limited to the following:

- a) Recycled Content and Hard-copies
 - (1) Maximize the delivery and/or use of non-paper office products and supplies when practicable
 - (2) General-purpose office paper or packaging products delivered under contract is made of post-consumer material
 - (3) General-purpose ink and/or toner cartridge products include environmentally sound take-back and recycling options
 - (4) When hard-copy paper deliverables are required, convey double-sided.
- b) Green Meetings, Conferences and Events
 - (1) Teleconference or conduct virtual meetings whenever possible
 - (2) Maximize electronic distribution of meeting materials
 - (3) Maximize the use of recycled, disposable and biodegradable products.
- c) Energy Consumables
 - (1) Information Technology (IT) products, electronic devices and other energy consumable office equipment delivered under the contract conforms to the energy efficiency standards of programs such as ENERGY

STAR®, Federal Energy Management Program (FEMP) and Electronic Product Environmental Assessment Tool (EPEAT), or uses minimal standby power

- (2) Use practical water conservation practices or techniques whenever water consumption is used to perform a service

d) Bio-based, Non-hazardous, Non-Toxic and Less Toxic Materials

- (1) Consider the use of bio-based cleaning products in the performance of janitorial services, facilities/operations management or any other service performance where bio-based materials are appropriate
- (2) Use non-hazardous or bio-based chemicals and processes in the performance of equipment maintenance
- (3) Consider the use of non-toxic and less toxic alternatives under the performance of this contract

(End of Clause)

PTO-33 USPTO PERSONAL IDENTITY VERIFICATION CARD REQUIREMENTS FOR CONTRACTORS (NOV 2017)

The USPTO is committed to maintaining secure access to its information technology (IT) systems through the use of Personal Identity Verification (PIV) Cards as set forth in Homeland Security Presidential Directive 12 (HSPD-12) and Department of Commerce Federal Information Processing Standards and Special Publications. Contractors with an expected service period of 180 day or more, requiring access to PTONet, and who require access to PTO facilities or use PTO equipment, will be required to obtain PIV cards. Within three (3) business days of the beginning of the period of performance, Contractors requiring a PIV shall provide the following information to the Contracting Officer's Representative (COR):

- (1) Display Name [Last Name, First Name (Name of Employer)]
- (2) First Name (Note*this must be spelled identically to how it was provided in their security information)
- (3) Last Name (Note*this must be spelled identically to how it was provided in their security information)
- (4) Suffix
- (5) Date of Birth
- (6) USPTO Email Address
- (7) Employee Affiliation
- (8) Log-On-ID
- (9) Citizenship Code
- (10) Employee ID

The Contractor shall provide any additional information, as requested by the COR, determined to be necessary for issuance of a PIV Card.

(End of Clause)

SECTION I - CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE:

FAR 52.202-1 DEFINITIONS (NOV 2013)

FAR 52.203-3 GRATUITIES (APR 1984)

FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)

FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)

FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

FAR 52.210-1 MARKET RESEARCH (JUN 2020)

FAR 52.215-2 AUDIT AND RECORDS-NEGOTIATION (JUN 2020)

FAR 52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (OCT 1997)

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-MODIFICATIONS (JUN 2020)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA-MODIFICATIONS (JUN 2020)

FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS (JUN 2020) *ALTERNATE II (OCT1997)*

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020) *ALTERNATE II (NOV2016)*

FAR 52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

FAR 52.222-3 CONVICT LABOR (JUNE 2003)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

FAR 52.222-26 EQUAL OPPORTUNITY (SEPT 2016)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)

FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

FAR 52.224-3 PRIVACY TRAINING (JAN 2017)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

FAR 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)

FAR 52.227-14 RIGHTS IN DATA-GENERAL (DMAY 2014)(*Alternate V*)(*Dec 2007*)

FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

FAR 52.232-11 EXTRAS (APR 1984)

FAR 52.232-17 INTEREST (MAY 2014)

FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

FAR 52.232-25 PROMPT PAYMENT (JAN 2017)

FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

FAR 52.233-1 DISPUTES (MAY 2014) *ALTERNATE I (DEC1991)*

FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)

FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

FAR 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

FAR 52.242-13 BANKRUPTCY (JULY 1995)

FAR 52.243-1 CHANGES-FIXED PRICE (AUG 1987) *Alternate I (Apr1984)*

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2020)

FAR 52.245-1 GOVERNMENT PROPERTY (JAN 2017) *ALTERNATE I (APR 2012)*

FAR 52.245-9 USE AND CHARGES (APR 2012)

FAR 52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997)

FAR 52.248-1 VALUE ENGINEERING (JUN 2020)

FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

CLAUSES FULL TEXT:

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

FAR 52.211-11 LIQUIDATED DAMAGES-SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages per the terms described in Section F.2.

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or

performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

FAR 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 of contract expiration**.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days** of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **30** months.

(End of clause)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

FAR 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to-

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies-

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)

(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

FAR 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if-

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

FAR 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):

<https://www.acquisition.gov/browse/index/far>

(End of clause)

SECTION J - LIST OF ATTACHMENTS

Technical References Index and Crosswalk of Documents*

Attach ment No.	Description, Function and Purpose	Document Name in Statement of Work	Document File Names	Document Type	Document Version Date
00	Section J Technical References Index and Crosswalk (this document)	Not specifically referenced	00 - Section J Technical References Index and Crosswalk	MS Word	09/03/2020
Computer Access, Hardware & Software Requirements					
Attach ment No.	Description, Function and Purpose	Document Name in Statement of Work	Document File Names	Document Type	Document Version Date
01a	This document provides information required for a contractor to access USPTO's network from outside the USPTO main campus.	Contractors Access to USPTO	01a - Contractors Access to USPTO v4.1 Before Awarded 12-09-2019 Final	MS Word	04/16/2020
01b	This document provides information pertaining to the OCIO's Personal Identity Verification (PIV) Card Authentication Policy.	OCIO's Personal Identity Verification (PIV) Card Authentication Policy	01b - OCIO Personal Identity Verification (PIV) Card Authentication Policy-OCIO-POL-49	PDF	04/19/2018
02	This document provides information about the Trusted Internet Connection (TIC), as	Trusted Internet Connections (TIC)	02 - TIC-Ref-Arch-v2.2-2017	PDF	06/19/2017

*Please note technical references are updated frequently, so please check with the COR for the most recent version.

	outlined in OMB Memorandum M-08-05.				
03a	This document provide information about workstation specifications, workstation naming convention, and software configurations for connecting to USPTO's network and systems.	Not specifically referenced	03a - USPTO-Computer-Specs	MS Excel	11/13/2017
03b		Not specifically referenced	03b - USPTO Enterprise Workstation Naming Convention	MS Word	11/13/2017
03c		Not specifically referenced	03c - Windows 10 LTSB Baseline for CEP - CEDP COR Systems Baseline	MS Word	09/20/2018

General Reference Documents

Attach ment No.	Description, Function and Purpose	Document Name in Statement of Work	Document File Names	Document Type	Document Version Date
04	This document provide a listing of all CLINs, their unit/frequency, where in the SOW the work is referenced and historical volumes.	Crosswalk of CLINS to SOW and Historical Volumes	04 - Crosswalk of CLINs to SOW and Historical Volumes (2020-0419)	MS Excel	08/20/2020
05a	These documents provide historical data on volumes, page counts, etc.	Historical Data	05a- Historical Data-Page Counts and Volumes	MS Word	04/29/2020
05b		Not specifically referenced	05b- Weekly Serialized Filings	MS Excel	02/03/2020
05c		Not specifically referenced	05c- QA of EFS Web Submissions Error Categories and Historical Volumes	MS Excel	04/15/2020
05d		Not specifically referenced	05d - Historical Volumes for PG Pubs, IDC Exports and Issue Sizes for FY-16-19	MS Excel	02/03/2020
06	This document provides a listing of all reports, deliverables, and exports and their descriptions, the mode of delivery, frequency and who is responsible for	Reports and Deliverables Table	06 - Exports to the Contractor, Reports and Deliverables Table Including Sample Reports	MS Excel	04/15/2020

	delivery. Samples of reports are also included.				
07	This document provides a listing of codes that identify each document in the Official Electronic File Wrapper.	IFW Document Code Dictionary	07 - IFW Document Codes - Document Code Dictionary 2020-04-15	PDF	04/15/2020
08	This document provides the definition of terms used during all phases of the contract, i.e., FEP, PG Pub, Post Allowance and Post Issuance.	Not specifically referenced	08 - Glossary of Terms	MS Word	10/19/2018
09	These links provide information about patent classifications and definitions.	Not specifically referenced	09 - Link to Patent Classifications and Definitions	MS Word	04/15/2020
10a	A listing of patent applications and their corresponding publication numbers, if published. Samples of these are provided in 10b.	Not specifically referenced	10a - Sample Issued Patents and Cooperative Patent Classification	MS Word	04/15/2020
10b	Images of the issued patents listed in 10a.	Not specifically referenced	10b01 - 10b15 - Sample Patents	Multiple PDF files	07/12/2017
10c	Link to USPTO's website to view additional examples of Pre-Grant Publications, Issued Patents, Certificates of	Not specifically referenced	10c - Link to USPTO Website	MS Word	04/15/2020

	Correction, Statutory Invention Registration Certificates, Reexamination Certificates.				
11	This document provides a link to Public PAIR to view samples of published and/or patented applications.	Not specifically referenced	11 - Link to Public PAIR	MS Word	04/15/2020

Front End Processing

Attach ment No.	Description, Function and Purpose	Document Name in Statement of Work	Document File Names	Document Type	Document Version Date
12	This flow chart provides a high-level depiction of the FEP Process.	Flowchart FEP Process	12 - Front End Processes	PDF	12/19/2017
13	These documents provide the instructions for delivering submissions to the official electronic file wrapper.	Front End Processing Manual	13 - Front End Processing (FEP) Manual for Indexing and Scanning	MS Word	04/16/2020
13a	These documents provide supplemental instructions for performing Front End Processing.	Not specifically referenced	13a - FEPIB 2020-1 - FEPIB 2020-03	Multiple MS Word Documents	Various Dates
14	This document provides the instructions for performing EFS Web QC.	EFS Web QC Manual (Quality Assurance of EFS-Web Submissions)	14 - Quality Assurance of EFS-Web Submissions20190917	MS Word	09/17/2019
15	This document provides the instructions for performing CFR Transfer Requests.	Computer Readable Format Transfer Participant Manual	15 - CRF-Transfer-Participant-Manual-Final-Revision-2019-03-18	PDF	03/18/2019

Pre-Grant Publication

Attach ment No.	Description, Function and Purpose	Document Name in Statement of Work	Document File Names	Document Type	Document Version Date
16	This flow chart provides a high-level depiction of the PG Pub Process.	PG Pub Process Flow	16 - PG Pub Processes	PDF	12/19/2017
17a	This document provides the instructions for performing Data Capture for PG Pub.	Data Preparation Manual for Patent Application Pre-Grant Publications	17a - DPMpgpub-2020	MS Word	04/08/2020
17b	Primary BIB dtd used for the export of PALM bibliographic data for pre-grant publications.	Not specifically referenced	17b - (dtd) u-bibdat1 17b - (jpg) u-bibdat1	DTD and JPG versions	04/16/2020
17c	Supplemental BIB dtd used for the export of classification data plus PALM bibliographic data for pre-grant publications.	Not specifically referenced	17c - (dtd) u-suppub8-2012-12-04 17c - (jpg) u-suppub8-2012-12-04	DTD and JPG versions	12/04/2012
17d	The BIB dtd used for the export of EFS-Web bibliographic data for certain pre-grant pubs (repubs,	Not specifically referenced	17d - (dtd) us-request-v15-2013-01-25 17d - (jpg) us-request-v15-2013-01-25	DTD and JPG versions	01/25/2013

	amended, redacted, voluntary, early).				
17e	The dtd used for the export of image files for processing.	Not specifically referenced	17e - (dtd) -ExportTOC1 17e - (xml) - contents	TXT and XML versions	01/13/2020
18	Finalized Data Capture Bulletins for PG Pub. These documents provide supplemental instructions for performing Data Capture for PG Pub.	Not specifically referenced	18 - DCB 2020-4 and 18 - DCB 2020-12	Multiple MS Word Documents	Various Dates
19	This document provides a link to USPTO PG Pub Red Book Instructions.	Not specifically referenced	19 - PG Pub - Red Book Instructions	MS Word	04/16/2020
20	This document provides a link to USPTO PG Pub Yellow Book Instructions.	Not specifically referenced	20 - PG Pub - Yellow Book Instructions	MS Word	04/16/2020

Post Allowance

Attach ment No.	Description, Function and Purpose	Document Name in Statement of Work	Document File Names	Document Type	Document Version Date
21	This flow chart provides a high-level depiction of the Post Allowance Process.	Flowchart for the Post-Allowance Process	21 - Post Allowance Processes	PDF	12/19/2017
22	This document provides the instructions for performing Data Capture for Grant Utility Patents.	Data Entry Manual for Utility Patents	22 - DataEntryManual-UTILITY-2020	MS Word	04/08/2020
23	This document provides the instructions for performing Data Capture for Grant Non-Utility Patents.	Data Entry Manual for Non-Utility Patent Documents	23 - DataEntryManual-NON-UTILITY-2020	MS Word	04/08/2020
24	This document provides the instructions for performing File Maintenance and Final Data Capture Issue Build.	File Maintenance and Final Data Capture Issue Build Manual	24 - File Maintenance Final Data Capture and Issue Build 201900911	MS Word	09/11/2019
25a	This document provides the instructions for creating the eOG.	Electronic Official Gazette Manual	25a - eOG-manual-2020	MS Word	04/08/2020

25b	This document provides the instructions for creating the annual consolidated notices to the eOG.	Consolidated Listing of Official Gazette Notices	25b - Consolidated Listing of Official Gazette Notices, 2018-01-25	PDF	01/25/2018
26	Finalized Data Capture Bulletins for Post Allowance. These documents provide supplemental instructions for performing Data Capture.	Not specifically referenced	26 - DCB 2020-01 - DCB 2020-08	Multiple MS Word Documents	Various Dates
27	This document provides documentation pertaining to USPTO Grant Red Book Instructions.	Not specifically referenced	27 - Grant - Red Book Instructions	MS Word	04/16/2020
28	This document provides a link to USPTO Grant Yellow Book Instructions.	Not specifically referenced	28 - Grant - Yellow Book Instructions	MS Word	04/16/2020
29	This document provides a link to the Patent Official Gazette (eOG:P) to view samples of the weekly patents gazette.	Electronic Official Gazette Samples	29 - Patent Official Gazette (eOGP)	MS Word	04/16/2020
29a	This document provides a link to the Patent Official Gazette Notices to view samples of the weekly gazette notices.	Official Gazette Notices	29a - Patent Official Gazette Notices	MS Word	04/16/2020

Post Issuance

Attach ment No.	Description, Function and Purpose	Document Name in Statement of Work	Document File Names	Document Type	Document Version Date
30	This flow chart provides a high-level depiction of the Certificates of Correction Process.	Flowchart for the Certificates of Correction Process	30 - Certificate of Correction Process	PDF	12/19/2017
31	This document provides the instructions for performing Data Capture for Certificates of Correction.	Processing of Certificates of Correction	31 - CofC-manual-PaDaCap-2020	MS Word	04/08/2020
31a	Finalized Data Capture Bulletins for Post Issuance. These documents provide supplemental instructions for performing Data Capture for Certificates of Correction.	Not specifically referenced	31a - DCB 2020-None	Multiple MS Word Documents	NA
32	This document provides the instructions for performing batch processing to update Patent Term Adjustment for Certificates of Correction.	Certificates of Correction Batch Processing to Correct /Update Patent Term Adjustment	32 - CofC Patent Term Adjustment SOP-Nov 13 2017	MS Power Point	11/13/2017

USPTO System User Guides

Attach ment No.	Description, Function and Purpose	Document Name in Statement of Work	Document File Names	Document Type	Document Version Date
33	This document provides information on Patent Application Location and Monitoring (PALM), including User Guide	Not specifically referenced	33 - PALM Basics	MS Power Point	07/23/2018
34	This document provides information on processing outgoing and incoming Correspondence in PALM	Not specifically referenced	34 - PALM-Correspondence Processing	MS Power Point	09/2015
35a	This Patents End-to-End (PE2E) Manual, provides instructions for accessing, managing, reviewing, updating, etc. the Official Electronic File Wrapper.	Not specifically referenced	35a - PE2E-eDRS-Manual	PDF	06/2017
35b		Not specifically referenced	35b01 - 35b08 - Various PE2E-eDRS Training Manuals	Multiple PDF files	Various
36	This PE2E manual provides instructions on processing Official Correspondence (OC) in DAV/PE2E.	Not specifically referenced	36 - PE2E-OC-OPESS-Manual	PDF	10/2016

37	PALM - PreExam User Manual	Not specifically referenced	37 - PreExam Manual with Supplemental Instructions 9-20-2018	PDF	09/2018
----	----------------------------	-----------------------------	--	-----	---------

IT Security Requirements

Attach ment No.	Description, Function and Purpose	Document Name in Statement of Work	Document File Names	Document Type	Document Version Date
38	This document provides information on IT Security Requirements.	IT Security Requirements	38 - IT Security Requirements - 2020-04	MS Word	04/27/2020
38a	This document provides information on IT Security Requirements. This document is provided for informational purposes for offerors that anticipate using cloud services for their IT system.	Not specifically referenced	38a - Cloud Services Usage Policy	PDF	02/14/2017
38b	This document provides information on IT Security Requirements.	Not specifically referenced	38b - IT-Security-Handbook	PDF	03/26/2019

Additional Attachments

Attach ment No.	Description, Function and Purpose	Document Name in Statement of Work	Document File Names	Document Type	Document Version Date
39	Pricing Template	Not specifically referenced	Pricing Template	MS Excel	12/04/2020
40	Subcontract Plan	Not specifically referenced	Subcontract Plan	PDF	01/11/2020
41	Surveillance Plan	Not specifically referenced	Surveillance Plan	PDF	08/20/2020
42	Conflict of Interest Plan	Not specifically referenced	Conflict of Interest Plan	PDF	12/04/2020



ATTACHMENTS

Pricing Sheet 82

Subcontracting Plan85

Surveillance Plan 101

Conflict of Interest Plan 107

ATTACHMENT 39 - PRICING SHEET

Contract Line Item Number (CLIN)	Description		FULL Volume Estimates						FULL Volume Estimates						FULL Volume Estimates					
			2/1/2021 - 7/31/2021						8/1/2021 - 7/31/2022						8/1/2022 - 7/31/2023					
			Optional	Optional	Optional	Optional	Base Period	100% of Volumes	Optional	Optional	Optional	Optional	Base Period	100% of Volumes	Optional	Optional	Optional	Optional	100% of Volumes	100% of Volumes
			Minimum of 25% of volumes (average of main CLIN)	Minimum of 45% of volumes (average of main CLIN)	Minimum of 65% of volumes (average of main CLIN)	100% of volumes	Contract Period 1		Minimum of 25% of volumes (average of main CLIN)	Minimum of 45% of volumes (average of main CLIN)	Minimum of 65% of volumes (average of main CLIN)	100% of volumes	Contract Period 2		Minimum of 25% of volumes (average of main CLIN)	Minimum of 45% of volumes (average of main CLIN)	Minimum of 65% of volumes (average of main CLIN)	100% of volumes		
Volume	Price	Price	Price	Price	Price	Total Price	Volume	Price	Price	Price	Price	Total Price	Volume	Price	Price	Price	Price	Total Price	Volume	Price
0001	Front End Processing	Units																		
0001A	Indexing of Follow-on Papers	Package	132,933	-	-	-			265,860	-	-	-			273,841	-	-	-		
0001B	Indexing of New Applications	Application	5,141	-	-	-			10,282	-	-	-			10,590	-	-	-		
0001C	Indexing of Residual Paper Applications	Application	42	-	-	-			84	-	-	-			87	-	-	-		
0001D	Scanning	Page	1,765,689	-	-	-			3,531,377	-	-	-			3,637,318	-	-	-		
0001E	TC Indexing	Package	192	-	-	-			384	-	-	-			395	-	-	-		
0001F	Spice & Systems	Weekly	25	-	-	-			52	-	-	-			54	-	-	-		
0001G	QA of EFS Web Submissions	Document	9,368,843	-	-	-			18,737,685	-	-	-			19,299,816	-	-	-		
0001H	FEF of e-docs	Document	110,487	-	-	-			220,973	-	-	-			227,602	-	-	-		
0001J	SCORE Loading - Corrupted or Missing Documents	Document	24	-	-	-			47	-	-	-			48	-	-	-		
0001K	SCORE CRF Transfer Request - Compliant Loaded	Transfer Request	386	-	-	-			773	-	-	-			796	-	-	-		
0001L	SCORE CRF Transfer Request - Compliant Special Processing	Transfer Request	25	-	-	-			51	-	-	-			52	-	-	-		
0001M	SCORE CRF Transfer Request - Not Loaded	Transfer Request	217	-	-	-			434	-	-	-			447	-	-	-		
0001N	SCORE - Loading of CPLs & Tables - CDs to be Reviewed	CDs	0	-	-	-			-	-	-	-			-	-	-	-		
0001P	SCORE - Loading of CPLs & Tables	CDs	0	-	-	-			-	-	-	-			-	-	-	-		
0001Q	SCORE - Processing Requests for On-Demand Exports	Request	21	-	-	-			42	-	-	-			43	-	-	-		
0001R	SCORE - Manual Load to SCORE	Each	56,498	-	-	-			112,995	-	-	-			116,385	-	-	-		
0002	Pre-Grant Publication																			
002A	PG Pub Preliminary Publication Build List	Weekly	-	-	-	-			-	-	-	-			-	-	-	-		
002B	PGPub Yellow Book 2	Application	-	-	-	-			-	-	-	-			-	-	-	-		
002C	PGPub Red Book ICE	Application	199,416	-	-	-			398,832	-	-	-			410,797	-	-	-		
002E	PGPub Sequence Data	Weekly	-	-	-	-			-	-	-	-			-	-	-	-		
002F	PGPub Sequence Data Media Contents List	Weekly	-	-	-	-			-	-	-	-			-	-	-	-		
002G	PG Pub Publication Build Update File	Weekly	-	-	-	-			-	-	-	-			-	-	-	-		
002H	PGPub Yellow Book 2 Media Contents List	Weekly	-	-	-	-			-	-	-	-			-	-	-	-		
002I	PGPubMissing"Unused" Publication Number File	Weekly	-	-	-	-			-	-	-	-			-	-	-	-		
002K	Extract for Cooperative Patent Classification (CPC) Database (PG-Pub)	Weekly	-	-	-	-			-	-	-	-			-	-	-	-		
0003	Data Capture																			
003A	Initial Data Capture of Utility Applications	Application	19,155	-	-	-			38,309	-	-	-			39,458	-	-	-		
003B	Initial Data Capture of Utility Applications - Reuse	Application	134,347	-	-	-			268,693	-	-	-			276,754	-	-	-		
003C	Initial Data Capture of Reissue Applications	Application	299	-	-	-			598	-	-	-			616	-	-	-		
003D	Initial Data Capture of Design Applications	Application	18,183	-	-	-			36,366	-	-	-			37,457	-	-	-		
003E	Initial Data Capture of Plant Applications	Application	513	-	-	-			1,025	-	-	-			1,056	-	-	-		
003F	Initial Data Capture of Plant Applications - Reuse	Application	145	-	-	-			290	-	-	-			299	-	-	-		
003G	Initial Data Capture of Paper or PDF filed Lengthy Tables	Application	9	-	-	-			17	-	-	-			18	-	-	-		
003H	Initial Data Capture of Electronic (CD) based Lengthy Tables	Application	18	-	-	-			36	-	-	-			37	-	-	-		
003J	Initial Data Capture of Paper or PDF filed Lengthy Tables requiring 200-500 processing hours	Application	0	-	-	-			-	-	-	-			-	-	-	-		
003K	Initial Data Capture of Electronic (CD) based Lengthy Tables requiring 40-200 processing hours	Application	0	-	-	-			-	-	-	-			-	-	-	-		

[illegible]

NOTE* CLIN 0006A will be paid annually upon successful completion of A&A and issuance of an ATO.

NOTE** CLIN 0007A Transition out will only be paid for the last exercised option period.

The Pricing Template, Attachment 39, identifies the separate volume percentages by unit pricing tiers. The unit pricing tiers are 25%, 45%, 65% and 100%. The contractor assigned volume percentage may be any percentage above 25% but is subject to the corresponding unit pricing tier. For example, if a contractor is assigned 30% of the volumes, the USPTO will apply the 25% unit pricing. If a contractor is assigned 50% of the volumes, the USPTO will apply the 45% unit pricing.

	[REDACTED]	[REDACTED]
--	------------	------------

Age Group	Percentage
18-24	85%
25-34	75%
35-44	65%
45-54	55%
55-64	45%
65-74	35%
75-84	25%
85+	10%

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

C.5. Subcontracting Plan (Attachment 4)

USPTO
Patent Data Capture
RFP # 1333BJ21R00151002

SUBCONTRACTING PLAN TEMPLATE

(Also see Federal Acquisition Regulation 19.704 and 52.219-9 Alternate II (Nov 2016))

The USPTO recommends that offeror use the following format to submit a “proposed” Individual Subcontracting Plan, including for any modifications. While this template has been designed to be consistent with Federal Acquisition Regulation (FAR) 19.704, the use of this template **DOES NOT** waive any FAR 19.704 requirements and other requirements that are applicable under FAR 52.219-9 Alternate II and specified in the Government’s solicitation. This template is not intended to replace any existing Corporate / Commercial Plan that may be more extensive.

A Subcontracting Plan is required if the estimated cost of the contract is equal to or greater than \$750,000 (\$1,500,000 for construction), the contract has subcontracting possibilities, and the award is made to an “Other Than Small Business”. See FAR 19.702 for exemptions.

SOLICITATION NUMBER: 1333BJ21R00151002

CONTRACT VEHICLE: STAND-ALONE CONTRACT

Note: FAR 19.705-2(e): A contract may not have more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold (see 19.702(a)) or an option is exercised. The goals of an existing subcontracting plan shall be amended to reflect any new subcontracting opportunities not envisioned at the time of contract award. The goal changes do not apply retroactively.

DATE OF PLAN SUBMISSION: [REDACTED]

CONTRACTOR: Reed Technology and Information Services Inc.

ADDRESS: 7 Walnut Grove Drive

STATE/ZIP CODE: PA / 19044

DUNN & BRADSTREET (DUNS) NUMBER [REDACTED]

ITEM/SERVICE (Description): NACIS 511199 – Electronic Publishing

CONTRACT

TOTAL PERIOD OF CONTRACT PERFORMANCE: 02/01/2021 – 07/31/2023

Base Period: 2/1/2021 – 7/31/2021

Base Period Total: [REDACTED]

Option Year 1: 8/1/2021 – 7/31/2022

Option Year 1 Total: [REDACTED]

Option Year 2: 8/1/2022 – 7/31/2023

Option Year 2 Total: [REDACTED]

TOTAL CONTRACT PRICE [REDACTED]

Important: Failure to include information covered by FAR 52.219-9 Alternate II may be cause for either a delay in acceptance or rejection of an offer when a subcontracting plan is required. The term "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor involving supplies or services required for performance of a contract or subcontract.

FY 2020 Subcontracting Goals¹ are:

Small Business (SB)	36.00%
Small Disadvantaged Business (SDB)	12.00%
Service Disabled Veteran Owned Small Business (SDVOSB)	3.50%
Veteran Owned Small Business (VOSB)	3.00%
8(a) program firms	N/A
Woman-Owned Small Business (WOSB)	10.00%
Historically Underutilized Business Zone Small Business (HUBZone)	3.00%

Note: The Small Business Administration defines a small business concern as one that is independently owned and operated, organized for profit, and is not dominant in its field. The small business designation is also governed by industry size standards, the average number of employees for the preceding twelve months to include sales volume averaged over a three-year period. See www.sba.gov for additional information regarding size standards.

1. Type of Plan

Individual Plan means a subcontracting plan that covers the entire contract period of performance (including options, if applicable), applies to a specific contract, and contains goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

¹ The RFP requires 20% of the total subcontracted dollars to be subcontracted out to small businesses. These additional goals represent small business types that are encouraged as a percentage of the total subcontracted dollars.

2. Requirements/Goals

Below report the dollar and percentage goals for Small Business (SB), Small Disadvantaged (SDB) including Alaska Native Corporations and Indian Tribes, Women-owned and Economically Disadvantaged Women-Owned (WOSB), Historically Underutilized Business Zone (HUBZone), Veteran Owned Small Business (VOSB), Service-Disabled Veteran-Owned (SDVOSB) Small Businesses and "Other than Small Business" (Other) as subcontractors, as specified in FAR 19.704. Indicate the base period and the option period. **PLEASE NOTE: Zero dollars is not an acceptable goal for SDB, WOSB, HUBZone, VOSB or SDVOSB categories because FAR 19.702 requires contractors to demonstrate a good faith effort throughout the period of performance of the contract.** Formula provided below:

- a. **Total estimated dollar value and percent of ALL planned subcontracting**, i.e., with ALL types of concerns under this contract is [REDACTED] (Base Period + Option Years).

Base Period: 2/1/2021 – 7/31/2021
Option Year 1: 8/1/2021 – 7/31/2022
Option Year 2: 8/1/2022 – 7/31/2023

Base Period Total: [REDACTED]
Option Year 1 Total: [REDACTED]
Option Year 2 Total: [REDACTED]

- b. **Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES** (including SDB, WOSB, HUBZone, VOSB and SDVOSB, ANC and Indian Tribes): [REDACTED] (Base Period + Option Years) **(MUST BE AT LEAST 20% OF TOTAL SUBCONTRACTED CONTRACT DOLLARS)**

Base Period: 2/1/2021 – 7/31/2021
Option Year 1: 8/1/2021 – 7/31/2022
Option Year 2: 8/1/2022 – 7/31/2023

Base Period Total: [REDACTED]
Option Year 1 Total: [REDACTED]
Option Year 2 Total: [REDACTED]

- c. **Total estimated dollar value and percentage of planned subcontracting with SMALL DISADVANTAGED BUSINESSES:** (% of "a") [REDACTED] (Base Period + Option Years)

Base Period: 2/1/2021 – 7/31/2021
Option Year 1: 8/1/2021 – 7/31/2022
Option Year 2: 8/1/2022 – 7/31/2023

Base Period Total: [REDACTED]
Option Year 1 Total: [REDACTED]
Option Year 2 Total: [REDACTED]

- d. **Total estimated dollar value and percentage of planned subcontracting with WOMEN-OWNED SMALL BUSINESSES:** (% of "a") [REDACTED] (Base Period + Option Years)

Base Period: 2/1/2021 – 7/31/2021
Option Year 1: 8/1/2021 – 7/31/2022
Option Year 2: 8/1/2022 – 7/31/2023

Base Period Total: [REDACTED]
Option Year 1 Total: [REDACTED]
Option Year 2 Total: [REDACTED]

- e. **Total estimated dollar and percentage of planned subcontracting with HUBZone SMALL BUSINESSES:** (% of "a") [REDACTED] (Base Period + Option Years)

Base Period: 2/1/2021 – 7/31/2021

Base Period Total: [REDACTED]

Option Year 1: 8/1/2021 – 7/31/2022
Option Year 2: 8/1/2022 – 7/31/2023

Option Year 1 Total:
Option Year 2 Total:

- f. Total estimated dollar and percentage of planned subcontracting with **VETERAN-OWNED SMALL BUSINESSES**: (% of "a") (Base Period + Option Years)

Base Period: 2/1/2021 – 7/31/2021
Option Year 1: 8/1/2021 – 7/31/2022
Option Year 2: 8/1/2022 – 7/31/2023

Base Period Total:
Option Year 1 Total:
Option Year 2 Total:

- g. Total estimated dollar and percentage of planned subcontracting with **SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES**: (% of "a") (Base Period + Option Years)

Base Period: 2/1/2021 – 7/31/2021
Option Year 1: 8/1/2021 – 7/31/2022
Option Year 2: 8/1/2022 – 7/31/2023

Base Period Total:
Option Year 1 Total:
Option Year 2 Total:

- h. Total estimated dollar and percentage of planned subcontracting with **"OTHER THAN SMALL BUSINESSES"** (As defined by the Small Business Administration as "any entity that is not classified as a U.S. small business. This includes large businesses, state and local governments, non-profit organizations, public utilities, educational institutions and foreign-owned firms.) (% of "a") (Base Period + Option Years)

Base Period: 2/1/2021 – 7/31/2021
Option Year 1: 8/1/2021 – 7/31/2022
Option Year 2: 8/1/2022 – 7/31/2023

Base Period Total:
Option Year 1 Total:
Option Year 2 Total:

- i. Provide a description of ALL products and/or services to be subcontracted under this contract and percentage (%) of work. **It is important to identify and report the name and socio-economic status** of the entities to be utilized as subcontractors and indicate what (if any) written commitments have been entered into with the subcontractors.

[Redacted area]

- j. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the

[REDACTED]

[REDACTED]

method and state the quantitative basis (in dollars) used to establish the percentage goals provided in Attachment A. Also, explain how the areas to be subcontracted to SB, WOSB, HUBZone, VOSB and SDVOSB concerns were determined, how the capabilities of these concerns were considered contract opportunities and how such data comports with the cost proposal. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary).

[REDACTED]

- k. Indirect costs [REDACTED] been included in the dollar and percentage subcontracting goals above (check one).
- l. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns:
- [REDACTED]

3. Subcontracting Program Administrator:

NAME:

TITLE:

ADDRESS: 7 Walnut Grove Drive
Horsham, PA 19044

TELEPHONE:

E-MAIL:

Duties: Does the individual named above retain general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of the subcontracting plan(s) and perform the following duties? (If NO is checked), it is important to identify who in the company performs those duties, or indicate why the duties are not performed on a separate sheet of paper and submit with the proposed subcontracting plan.)

- a. Developing and promoting company-wide policy initiatives that demonstrate the company supports the award of contracts and subcontracts to SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns; and for assuring that these concerns are included on the source lists regarding solicitations for products and services they are capable of providing:
- b. Developing and maintaining a bidder/offeror source lists of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns from all possible source categories:
- c. Ensuring periodic rotation of potential subcontractors on bidder/offeror lists;
- d. Assuring that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB businesses are included on the bidder/offeror lists for every subcontract solicitation for products and services that they are capable of providing:
- e. Ensuring that Requests for Proposals (RFPs) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns:
- f. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, 8(a), SDB, WOSB, HUBZone, VOSB and SDVOSB small business participation:
- g. Accessing various sources for the identification of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns to include SBA's Dynamic Small Business Search web page (http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm) and/or the System for Awards Management (www.sam.gov), (<https://www.vip.vetbiz.va.gov/>), local small business and minority associations, local chambers of commerce and Federal Agency Small Business Offices:
- h. Establishing and maintaining contract and subcontract award records:
- i. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc:

- [REDACTED]
- [REDACTED]
- j. Ensuring that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids/Offer to the company: [REDACTED]
 - k. Conducting or arranging for training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended: [REDACTED]
 - l. Monitoring the company's subcontracting program performance and making adjustments as necessary to achieve the subcontract plan goals: [REDACTED]
 - m. Preparing and submitting timely, required subcontract reports: [REDACTED]
 - n. Conducting or arranging training for purchasing personnel regarding the intent and impact of 8(a) of the Small Business Act on purchasing procedures: [REDACTED]
 - o. Coordinating the company's activities during the administration of compliance reviews by Federal Agencies: [REDACTED]

4. Equitable Opportunity

Describe efforts the offeror will undertake to ensure that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

- a. Outreach efforts to obtain sources:
 - 1. Contact minority and small business trade associations
 - 2. Contact business development organizations and local chambers of commerce
 - 3. Attend SB, SDB, WOSB, HUBZone, VOSB and SDVOSB procurement conferences and trade fairs
 - 4. Review sources from the Dynamic Small Business Search web page (http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm)
 - 5. Review sources from the System for Award Management web page (<https://www.sam.gov/SAM/>)

Additional efforts: [REDACTED]

[REDACTED]

[REDACTED]

b. Internal efforts to guide and encourage purchasing personnel:

1. Conduct workshops, seminars and training programs;
2. Establish, maintain, and utilize SB, SDB, WOSB, HUBZone, VOSB and SDVOSB source lists, guides, and other data for soliciting subcontractors; and
3. Monitor activities to evaluate compliance with the subcontracting plan.

Additional efforts:

[REDACTED]

5. Flow-Down Clause

The contractor agrees to include the FAR Clause 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. All subcontractors (except small business concerns) that receive subcontracts in excess of \$750,000 (\$1,500,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan."

6. Reporting and Cooperation

The contractor gives assurance that it will,

- i. Cooperate in any studies or surveys that may be required;
- ii. Submit periodic reports which illustrate compliance with the subcontracting plan
- iii. Submit its Individual Subcontracting Report (ISR) and Summary Subcontract Report (SSR); via the **Electronic Subcontracting Reporting System (eSRS) website** (www.esrs.gov)
- iv. Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	ISR	4/30
Apr 1 - Sept 30	ISR	10/30
Oct 1 - Sept 30	SSR	10/30
Oct 1 – Sep 30	Year End SDB Report	90 days of SSR submission
Contract Completion	Final ISR	30 days after completion

v. Provide its prime contract number, its unique entity identifier, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

vi. Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

[REDACTED]

[REDACTED]

7. Description of Record Types (Ref: FAR 52.219-9(d)(11))

In order to demonstrate the company's adherence to the obligation to maintain records that reflect compliance with the requirements and goals covered in the plan, describe the records maintenance procedures for locating each category of small businesses for use as a subcontractor(s):

[REDACTED]

8. Description of Good Faith Effort

Maximum practicable utilization of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns, as subcontractors, in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved and 15 U.S.C. 637(d) (4) (F) directs that liquidated damages SHALL be paid by the contractor. Describe the company's commitment to make a good faith effort to ensure that the subcontracting goals are met.

[REDACTED]

9. Assurances on Written Explanation

Assurances that the contractor will provide the contracting officer with a written explanation if the contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (a)(12) of this section. This written explanation will be submitted to the contracting officer within 30 days of contract completion.

10. Assurances on Subcontractor Discussions

Assurances that the contractor will not prohibit a subcontractor from discussing with the contracting officer any material matter pertaining to payment to or utilization of a subcontractor.

11. Assurances on Small Business Subcontractor Payment

Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the subcontract, and notify the contracting officer if the offeror pays a reduced or an untimely payment to a small business subcontractor (see [52.242-5](#)).

Required Signatures:

Signature: _____ submitted by:
Typed/Print Name: _____
Title: _____
Date: _____ January 11, 2021 _____

As covered by FAR 19.702(c) and referenced by 15 U.S.C. 637(d)(9), any contractor or subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in material breach of its contract. Further, 15 U.S.C. 637(d)(4)(F) directs that a contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages.

This plan was reviewed and approved by:

Signature: _____
Typed/Print Name: _____
Title: Contracting Officer
Date: _____

ATTACHMENT 41 – SURVEILLANCE PLAN



Patent Data Capture (PaDaCap)

Surveillance Plan

1. INTRODUCTION

The United States Patent and Trademark Office (USPTO) is a cutting-edge organization dealing with intellectual property issues around the world and serves the economic interests of America for more than 200 years. Our mission is to grant patents and register trademarks to the general public and business entities, whereby, providing inventors exclusive rights over their discoveries. It is an effort that continues to contribute to a strong global economy, to encourage investment in innovation and to cultivate an entrepreneurial spirit for the 21st century. The USPTO is headquartered in Alexandria, Virginia, and has over 11,000 employees, including engineers, scientists, attorneys, analysts, and IT specialists all dedicated to accomplishing the USPTO mission, vision, strategic goals and guiding principles.

The USPTO seeks to acquire Patent Data Capture (PaDaCap) Services which will encompass, but is not limited to, indexing and scanning of all paper documents filed and quality review of electronically filed documents that collectively form the official electronic file wrapper and to provide patent data capture and composition of patent applications for publication and patent grant issuance.

2. CONTRACT TYPE AND REQUIREMENTS

PaDaCap Services will be provided via a Firm-Fixed-Price Contract. The following are summary descriptions as prescribed within the Statement of Work (SOW) for PaDaCap:

Front-End-Processing (FEP)

- Index and scan all paper documents
- Retrieve paper documents from designated locations
- Maintain an inventory of paper documents for potential retrieval until such time they are scheduled for destruction
- Create artifact folders
- Perform Quality Assurance and correct web based submissions
- Provide customer support by taking corrective action associated with indexing problems, missing documents, and image quality

Pre-Grant Publication (PG-Pub)

- Convert and compose pending utility and plant applications for weekly publication in image and text file formats

Post Allowance

- Convert and compose all allowed applications for weekly issuance of patent grants in image and text file formats
- Perform Quality Control of documents within the official electronic file wrapper for each allowed application
- Send notifications to patent examiners requesting resolution either due to a quality issue or due to documents submitted after allowance that require their action
- Mail notices to applicants to resolve quality issues or in response to documents submitted after allowance

- Monitor applications that require a response and ensure appropriate action is taken upon receipt of the response or upon expiration of the time period for response
- Process all documents/correspondence received after allowance
- Ensure all allowed applications proceed to grant in a timely manner
- Assign patent numbers for the weekly issue based upon the issue schedule provided by the USPTO
- Assemble printed patent grants received from the USPTO Patent Printing Contractor
- Prepare and mail abandonment notices
- Maintain an inventory of artifact folders associated with allowed applications
- Convert and compose Reexamination and Patent Trial and Appeals Board (PTAB) certificates for daily issuance
- Create the daily electronic Official Gazette
- Create the weekly electronic Official Gazette

Post Issuance

- Convert and compose approved requests for C of C in image file format
- Convert and compose miscellaneous Patent certificates
- Recapture Patent Grant due to C of C

3. SURVEILLANCE PLAN OBJECTIVES

The objective of this Surveillance Plan (SP) is to give reasonable assurance that efficient methods and effective cost controls are being used.

4. SURVEILLANCE PLAN ROLES AND RESPONSIBILITIES

The following section details all of the Roles and Responsibilities for successful execution of the Surveillance Plan. This includes both USPTO's and the contractor's (if applicable) personnel.

4.1 USPTO Personnel

Contracting Officer (CO)

The Contracting Officer (CO) has overall responsibility for the administration of all USPTO contracts. The USPTO CO is part of the USPTO's Office of Procurement and is the only individual authorized to take actions on behalf of the Government to approve, amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery schedules. Within that authority, the CO has the ability to delegate to the Contracting Officer's Representative (COR) for the everyday administration of the contract. The CO shall:

- Ensure compliance with contracting requirements
- Issue all modifications against the contracts
- Negotiate and issue contract modifications
- Resolve contractor claims and disputes
- Issue cure notices (notification that unless unacceptable performance is corrected, the Government may terminate the contract for default, in accordance with FAR 49.607)

- Issue show-cause letters (following a cure notice, requesting facts bearing on the case)
- Terminate contracts

Contracting Officer's Representative (COR)

The USPTO COR is responsible for the day-to-day coordination of the USPTO contract. The USPTO COR is part of the USPTO contract management team.

In implementing the SP, the COR responsibilities include managing Quality Assurance (QA) activities to ensure compliance and completeness by:

- Overseeing the quality aspects of the project
- Serving as the technical liaison with the Contractor Quality staff
- Responsible for the final inspection and acceptance of all reports and deliverables
- Other such responsibilities as may be specified in the contract.

Technical Advisor

A Technical Advisor (TA) is an individual who is an expert in a particular field of knowledge who provides detailed information and advice to the COR and, if necessary, CO. The TA may assist in the creation of the Performance Requirements Summary (PRS) and may monitor and be the first recipient of all deliverables. Additionally, the TA will aid the COR and CO to troubleshoot and resolve contract technical issues. The TA is not authorized to change any terms and conditions of this contract.

4.2 Contractor Personnel

Program Manager

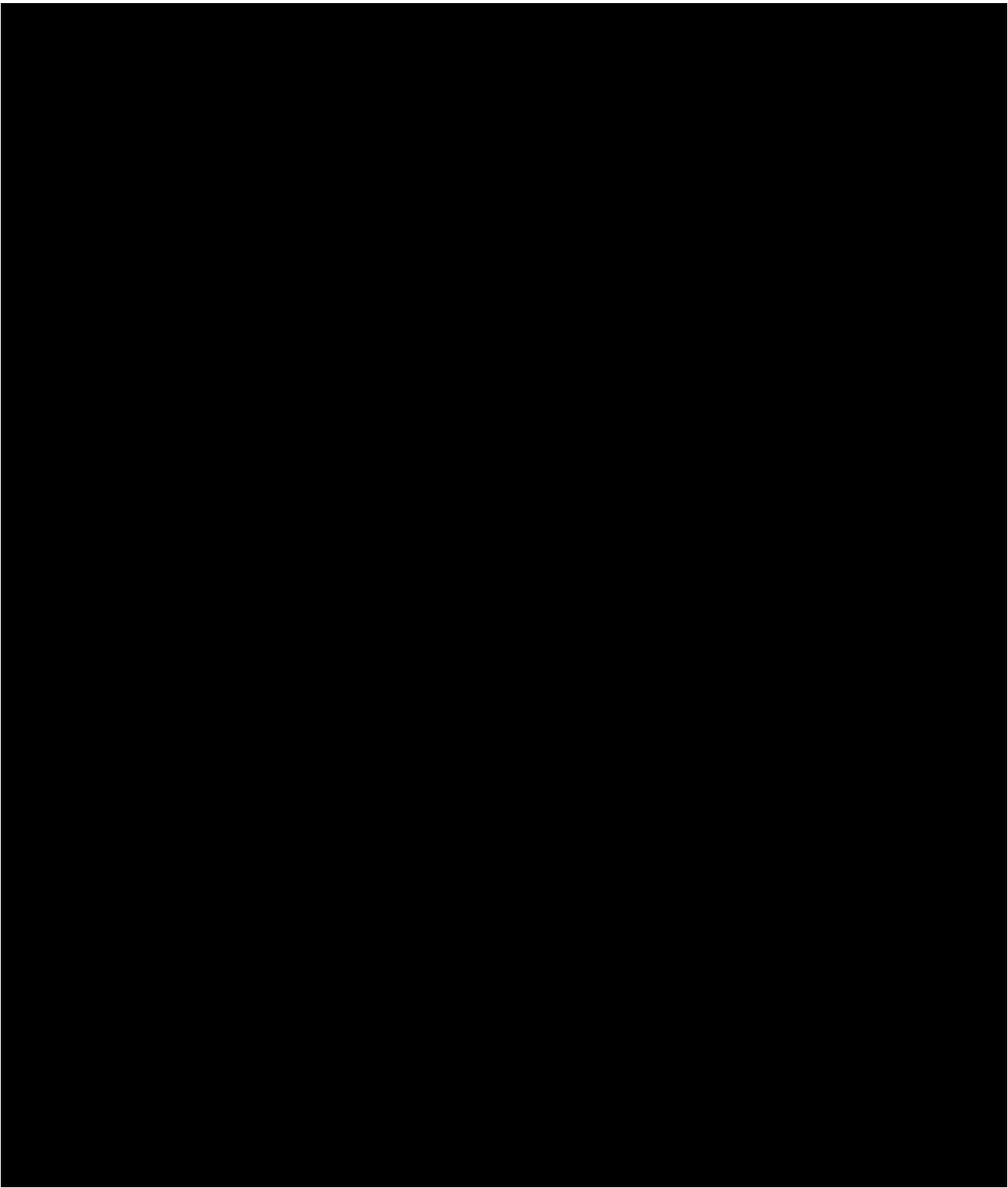
- Shall be available to meet with the COR and/or TA upon request to present deliverables, discuss progress, exchange information and resolve emergent technical problems and issues. These meetings shall take place at USPTO facilities and/or via WebEx.
- Shall ensure Contractor employees understand and abide by USPTO established rules, regulations and policies concerning safety and security.
- Shall ensure all scheduled status reports and deliverables are provided to the CO, COR and/or Alternate COR (ACOR) via electronic mail or by secure file transfer as required in the USPTO Technical References listed in Section J.
- Shall ensure all appropriate Contractor personnel participate in ad hoc and regularly scheduled technical and/or operational status meetings with the USPTO.
- Shall be responsible for keeping the CO, COR and/or ACOR informed about Contractor status throughout the performance period of the contract, and ensure Contractor activities are aligned with USPTO objectives.
- Shall review the status and results of Contractor performance with the CO, COR and/or ACOR.

5. THE SURVEILLANCE PROCESS

There will be adequate Government surveillance of contractor performance conducted by COR, ACOR and TA. To ensure efficient methods and effective cost controls are being used, the COR, ACOR and CO will employ a surveillance approach that includes:

Surveillance Activity	Frequency/ Schedule	Description
Government Inspection	100% Inspection	The USPTO will verify that each deliverable (e.g. Red Book, Yellow Book, etc.) adequately runs on USPTO systems, the required data is present, can be accessed to produce the required output, and is provided in compliance with the requirements of the SOW. If the deliverable does not adequately run, the Contractor shall reprocess and deliver a corrected deliverable within one (1) business day of USPTO notification of rejection.
Front End Process Inspection	Random	The USPTO will randomly inspect the scanned documents to ensure that they are accurately indexed and scanned. The Contractor must accomplish this requirement with 99.9% accuracy. The Contractor shall correct all identified errors within two (2) business days of receiving notification of the error.
Grant Red Book (text file) Inspection	Random	The USPTO will inspect a sampling of each patent type in the PG Pub Red Book deliverable and/or the Grant Red Book Deliverable. Sample sizes will vary depending on the application type (i.e. Utility, Plant, Reissue, Design or Statutory Invention Registration (SIR)) and may be adjusted based upon weekly volumes and or error rates of previous deliverables. The error criteria applied for each randomly sampled deliverable will be 12.5 errors per 100,000 characters.
Reports and Data Files	Random	The USPTO will review reports and data files for accuracy and completeness. Reports and data files must be provided in accordance with the USPTO Technical References listed in Section J. If errors are identified, the Contractor shall reprocess and deliver a corrected report or data file within one (1) business day of USPTO notification of errors.

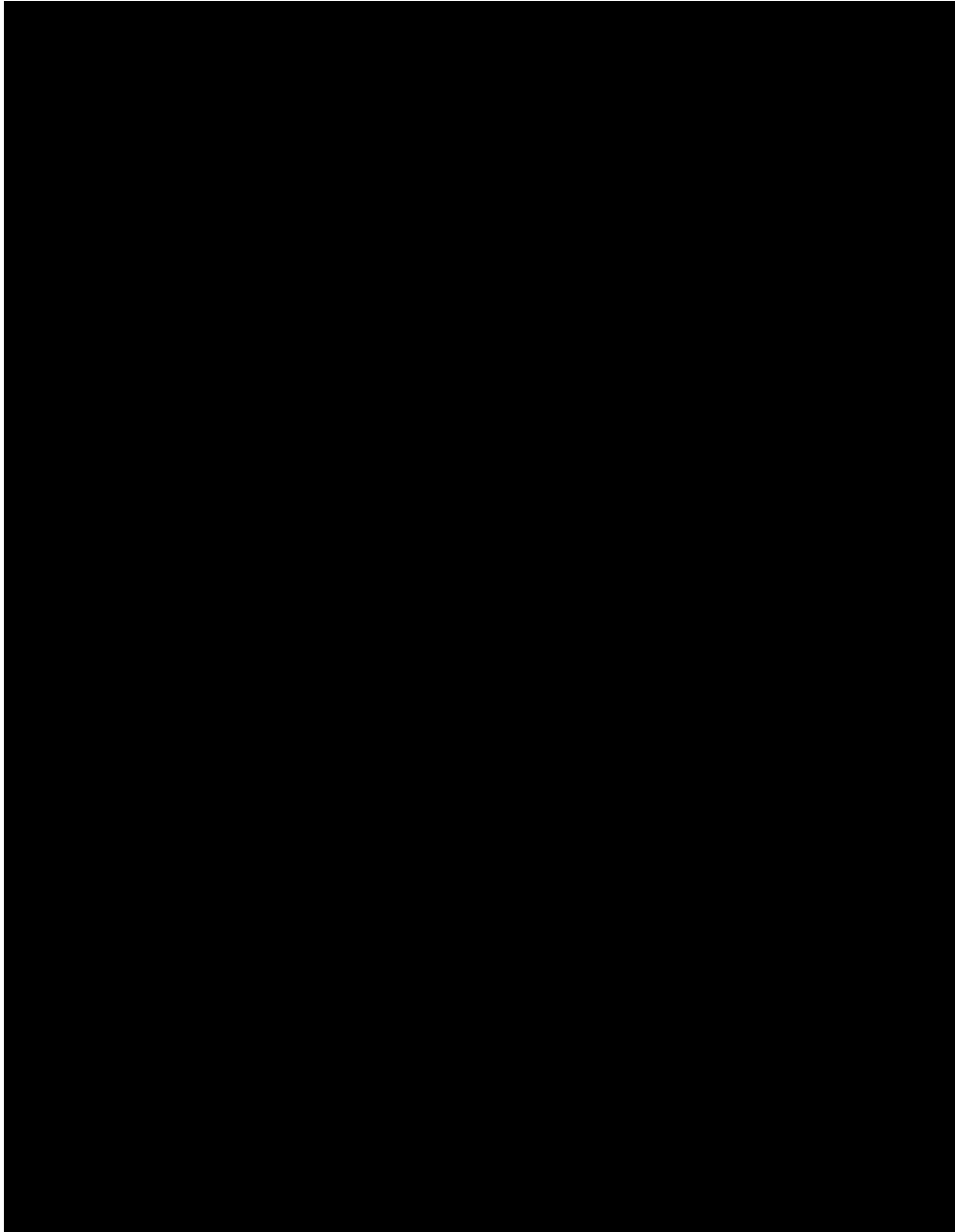
Technical and/or Operational Status Meetings	As scheduled	The USPTO will schedule regular and ad hoc technical and/or operational status meetings to address issues, provide status updates and to share feedback between the Contractor and USPTO.
Invoice Evaluation	Weekly	The USPTO will thoroughly evaluate all invoices for accuracy and completeness prior to payment. If errors are identified, the USPTO will reject the invoice. Once the Contractor submits a corrected invoice, the USPTO will process the invoice in accordance with the Prompt Payment Act.
All other products	Random	The USPTO will inspect all delivered products against the requirements of the contract and will provide written notice of any rejection upon the completion of the inspection.





Issue Date April 2018
Current Version: April 2018
(Version 2)

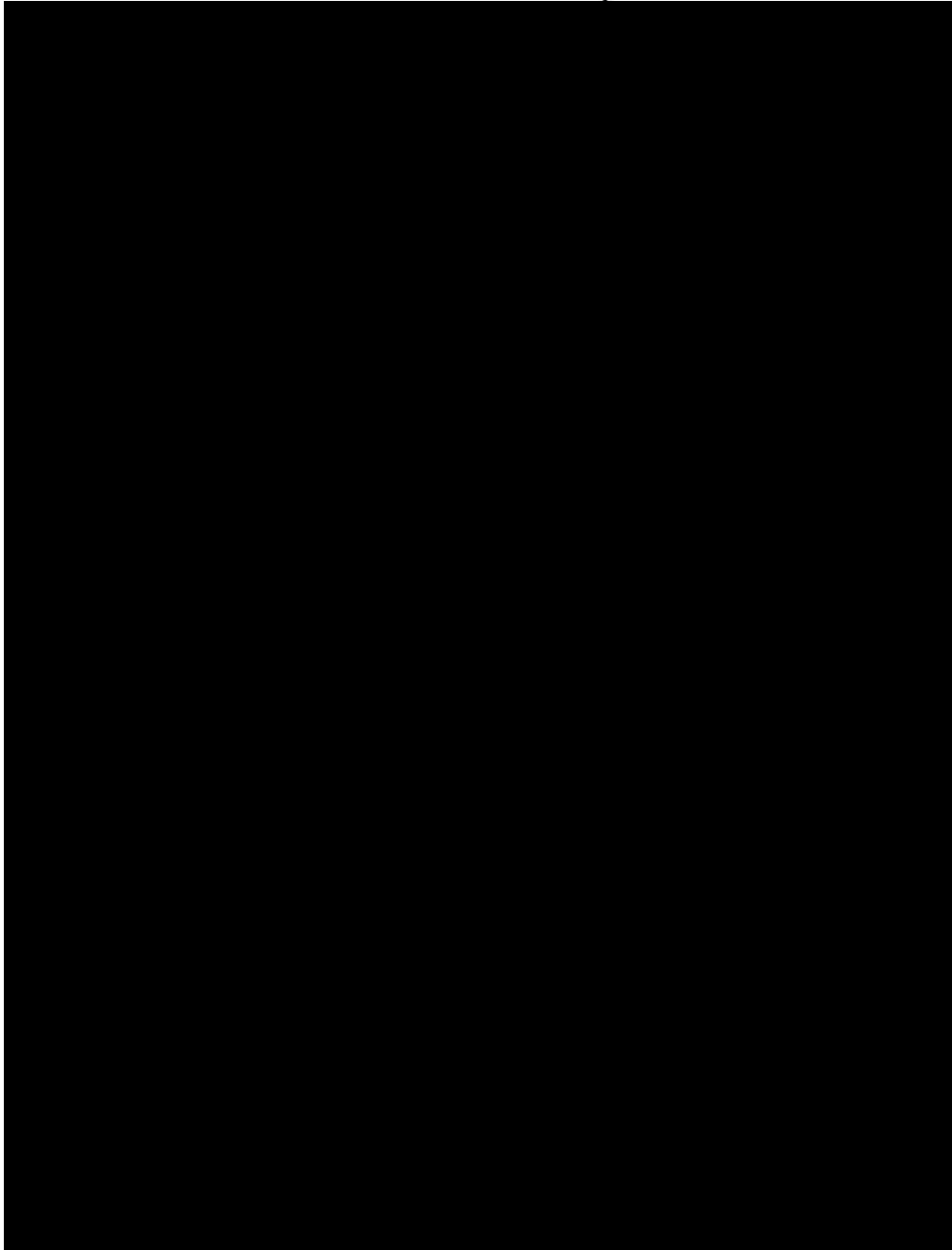
Legal & Professional North America
Standards of Conduct: Conflict of Interests Policy





Issue Date April 2018
Current Version: April 2018
(Version 2)

Legal & Professional North America
Standards of Conduct: Conflict of Interests Policy





Issue Date April 2018
Current Version: April 2018
(Version 2)

Legal & Professional North America
Standards of Conduct: Conflict of Interests Policy

