

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 bridge 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:

- Front End Processing (CUN 0001)
- Pre-Grant Publication (CUN 0002)
- Post-Allowance (CUN 0003 and 0004), inclusive of Initial Data Capture (CUN 0003) and Final Data Capture (CUN 0004)
- Post-Issuance (CUN 0005)

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 OUTLINE

FrontEndProcessing--CLIN001

1. Application Indexing

- CLIN 001A - Indexing of Follow-on papers
- CLIN 001B - Indexing of New Applications
- CLIN 001C - Indexing of Residual Paper Applications
- CLIN 001D - Scanning
- CLIN 001E - Technology Center Indexing and Scanning
- CLIN 001F - Space & Systems
- CLIN 001G - QA EFS Web Submissions
- CLIN 001H - FEP of e-docs
- CLIN 001J - SCORE Loading - Corrupted or Missing Documents
- CLIN 001K - SCORE CRF Transfer Request - Compliant Loaded
- CLIN 001L - SCORE CRF Transfer Request - Compliant Special Processing
- CLIN 001M - SCORE CRF Transfer Request - Not Loaded
- CLIN 001N - SCORE - Loading of CPLs & Tables - CDs to be Reviewed
- CLIN 001P - SCORE - Loading of CPLs & Tables
- CLIN 001Q - SCORE - Processing Requests for On-Demand Exports
- CLIN 001R - SCORE – Manual load to SCORE

Pre-Grant Publication-CUN002

1. Publication Weekly Outputs

- CUN 002A - PGPub Preliminary Publication Build List
- CUN 002B - PGPub Yellow B00k 2
- CUN 002C - PGPub Red B00k ICE
- CUN 002E - PGPub Sequence Data B00k
- CUN 002F - PGPub Sequence Data Media Contents List
- CUN 002G - PGPub Publication Build Update File
- CUN 002H - PGPub Yellow B00k 2 Media Contents List
- CUN 002J - PGPub Missing "Unused" Publication Number File
- CUN002K-Extract for Cooperative Patent Classification (CPC) Database (PG-Pub)

Post-Allowance – CUN 003, CUN 004

1. Initial Data Capture

- CUN003A-F-IDC of UPRDs
- CUN 003G - IDC of Paper or PDF Filed Lengthy Tables
- CUN 003H - IDC of Electronic (CD) Based Lengthy Tables
- CUN 003J - IDC of Paper or PDF Filed Lengthy Tables requiring 200-500 processing hours
- CUN 003K - IDC of Electronic (CD) Based Lengthy Tables requiring 80-200 processing hours
- CUN 003L - IDC of Paper or PDF Filed Lengthy Tables requiring over 500 processing hours
- CUN 003M - IDC of Electronic (CD) Based Lengthy Tables requiring over 200 processing hours
- CUN 003Q - File Maintenance - All Applications

2. Final Data Capture/Patent Grant Issuance

- CUN 004A-E - Final Data Capture All Applications
- CUN 004F - ReExamination Certificates - Daily eOG:PCert
- CUN 004G - ReExamination Certificates - Daily Yellow B00k
- CUN004H-ReExamination Certificates - Daily .pdf
- CUN 004J - Supplemental Exam (SE) Certificates
- CUN 004K - Board Certificates: Inter Partes Review
- CUN 004L - Board Certificates: Post-Grant Review
- CUN 004M - Board Certificates: Derivation Proceeding
- CUN 004N - Grant Weekly Issue Break Down List
- CUN 004P - Grant Weekly Issue Build List
- CUN 004Q - Grant Red B00k ICE
- CUN 004S - Grant Yellow B00k 2
- CUN 004T - Grant Yellow B00k 2 Media Contents List
- CUN 004U - Grant Sequence Data B00k

- CLIN 004V - Patent Postscript® File for Printing
- CLIN 004W - Grant Sequence Data Media Contents List
- CLIN 004X - Electronic Official Gazette for Patents (eOG:P)
- CLIN 004XA - Annual Publication of Consolidated Notices in eOG:P
- CLIN 004Y - Patent and Trademark Office Gazette Notices in HTML Format
- CLIN 004Z - Patent and Trademark Official Gazette Classification Indices of Patents
- CLIN 004AA - Patent and Trademark Official Gazette Geographical Indices of Inventors
- CLIN 004AB - Extract for Cooperative Patent Classification (CPC) Database (Grants)
- CLIN 004AC - Review and Assembly of Patents Issued
- CLIN 004AD – SIR (Statutory Invention Registration) Data Capture

Post-Issuance-CLINDOS

1. Certificates of Correction
 - CLIN 00SA - Certificates of Correction (CofC) Processing
 - CLIN 00SB - Miscellaneous Certificates of Patents
 - CLIN 00SC - CofC Yellow B00k 2
 - CLIN 00SD - CofC Yellow B00k 2 Media Contents List
 - CLIN DOSE - Rekeyed Patent Files due to CofC
 - CLIN 00SF – CofC for Patent Term Adjustment
2. Historic Patents
 - CLIN 00SG – Yellow B00k 2 of Historic Patents
3. Other
 - CLIN DOSH – Published Apps Alert Service (see C.13 Use of Data)

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.

C.4.2. 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.S 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:
 - o PALM EXPO and PALM PreExam
 - o Office Action Correspondence Subsystem (OACS)
 - o Supplemental Complex Repository for Examiners (SCORE)
 - o Patents Linguistic Utility Service (PLUS)
 - o Patent Trial and Appeal Board (PTAB)
- Various international sources, such as:
 - o The International Bureau (IB)
 - o 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 File Wrapper 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 EFS web.

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 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 B00k 2 (Image Files)

The Contractor shall deliver a fully composed image file of the PGPub in the application Yellow B00k 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 B00k 2 can be found at <http://www.uspto.gov/products/Patent-Images-TIFF-Documentation.pdf>.

C.6.1.3 PGPub Red B00k ICE (Text Files)

The Contractor shall deliver a fully composed, searchable text file of the PGPub in the Application Red B00k ICE (XML) format to the USPTO in accordance with the USPTO Technical References. When the USPTO transitions off of Application Red B00k 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 B00k 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 B00k (XML) can be found at <http://www.uspto.gov/products/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 B00k 2 and Red B00k ICE electronic files.

C.6.1.6 PGPub Yellow B00k 2 Media Contents List

The Contractor shall produce a PGPub Yellow B00k 2 Media Contents List to allow the USPTO to perform data validation of the Final PGPub Yellow b00k 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 B00k 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 B00k 2 and PGPub Red B00k ICE electronic file.

C.6.1.8 C00perative 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 C00perative 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 c00rdination 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.7.1.1 Initial Data Capture Grant Red B00k ICE

When the Initial Data Capture for an application is complete, the application is included on the weekly IDC Red B00k ICE deliverable provided to the USPTO. When the USPTO transitions off of Application Red B00k ICE (XML) format, which is yet to be determined, the Initial Data Capture for an application will be in the Purple B00k ICE format (WIPO ST.96). USPTO may exercise a minimum of 12 months of parallel delivery of both formats during the transitional period. This deliverable shall be provided electronically and in accordance with the USPTO Technical References. On average, ninety-six percent of all applications exported to the Contractor for IDC shall be completed within six weeks of receipt. More information on Red B00k (XML) can be found at <http://www.uspto.gov/products/xml-resources.jsp>.

The Contractor shall capture all 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. Separate billing should be provided for reused Pre-Grant Publication data and fully captured data.

- CUN 003A Utility Applications
- CUN 003B Utility Applications-Reuse
- CUN 003C Reissue Applications
- CUN 003D Design Applications
- CUN 003E Plant Applications
- CUN 003F Plant Applications-Reuse

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

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 1workday 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.

- CUN 004A Utility Patents
- CUN 004B Reissue Patents
- CUN 004C Design Patents
- CUN 0040 Plant Patents
- CUN 004E Reexamination Certificates
- CUN 004F-H ReExamination Certificates
- CUN 004J Supplemental Examinations
- CUN 004K-M Board Certificates
- CUN 004AD SIR (Statutory Invention Registration)

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 B00k 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 B00k ICE (XML) format and/or Purple B00k ICE format (WIPO ST.96) when the USPTO transitions off of Red B00k 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-SIRs; Plant-SIRs; Utility-SIRs; 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 B00k (XML) can be found at <http://www.uspto.gov/products/xml-resources.jsp> .

C.7.2.3 Grant Yellow B00k 2 (PATENT IMAGE FILE)

The Contractor shall deliver a fully composed image file in the Grant Yellow B00k 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 B00k 2 can be found at <http://www.uspto.gov/products/Patent-Images-TIFF-Documentation.pdf>.

C.7.2.4 Grant Sequence Data B00k 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. Work for this CUN will be billed under CUN 004XA.

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 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.7.2.11 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 B00k 2 (IMAGE FILE)

The Contractor shall deliver a fully composed image file in the CofC Yellow B00k 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 B00k 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 B00k and CPC deliverables. Currently, the Red B00k consists of two DTDs and corresponding style sheets, one each for published applications and grants. The USPTO will migrate from Red B00k ICE based on DTD format to Purple B00k 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 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 below lists current reports. The Contractor shall provide to the USPTO additional reports as they become necessary and as identified by USPTO and modified into contract.

Front End Process

Report Name	Content Description	File Format	Frequency	Sent From	Received By
FEP Production Reports	Report showing production details: number of documents, apps, processed in FEP including on-line received	Excel	Weekly & Monthly	Contractor	USPTO
EFSWeb Loaded Report	Report showing EFSWeb-filed documents for review by OCEM	Excel	Daily	USPTO	Contractor
EFS REPORT	Email from contractor confirming completion of EFS Web QC load reports	Email Notification	Daily, or as completed	Contractor	USPTO
EFS Print Report	Spreadsheet showing the EFS Web-filed documents that require printing and scanning.	Excel	Weekly	Contractor	USPTO
Scanning Discrepancy Request	Spreadsheet from Formatfiles showing documents that require correction	Excel	Daily, or as needed	Contractor	USPTO
Scanning Discrepancy Request Response	Confirmation email from CST that items on Discrepancy Request have been completed	Excel	Daily, or as needed	Contractor	USPTO
Front End Processing - Weekly Soft Scan Corrections	Report showing inquiries to Seaming Customer Support for documents that have been soft scanned and corrections made	Excel	Weekly	Contractor	USPTO
EFSW SCORE Breakdown Report	Report showing breakdown of SCORE sheets versus actual print and scan for EFS Web	Excel	Monthly	Contractor	USPTO
SCORE Import - FE Loaded	Email showing PDFs provided by FEP that have been loaded to SCORE	Email Notification	Daily	USPTO	Contractor
FEP REPORT - CST Activity Report	Rolling 12 month CST production data grouped by IFW document source and problem type.	Excel	Monthly	Contractor	USPTO
Box Delivery	Boxes that were dispatched to the Warehouse	XML		Contractor	USPTO
KIPO Production Report	Shows the electronic production report	Excel		Contractor	USPTO
CST Production Report	Shows Scanning Customer Report production details	Excel		Contractor	USPTO
IFW Breakdown	Returns daily breakdown of issues opened, closed and pending TCSN	Excel		Contractor	USPTO

PGPUB EXPORTS

Report Name	Content Description	File Format	Frequency	Sent From	Received By
PaPub EFS	File EFS Images (.pdf, .xml, .xls)	Tar	Weekly	USPTO	Contractor
PaPub Palm	File bib & su00 data.xml	Tar	Weekly	USPTO	Contractor
PaPub Pass	File Images (#####.tif, contents.xml)	Tar	Weekly	USPTO	Contractor
STJC PaPub	Sequence Listing (US-raw files), Contractor (mm_dd_yy).xls, allow-files mm_dd_yy [contents list of small files], allow00k-files mm_dd_yy [contents list of jumbo files]	Zip		USPTO	Contractor
STJC ODPaPub	Sequence Listing (US-raw files), Contractor (mm_dd_yy).xls, allow-files mm_dd_yy [contents list of small files], allow00k-files mm_dd_yy [contents list of jumbo files]	Zip		USPTO	Contractor
SCORE: PPD Export for #####mdd	SCORE export for PGPub	zip	Weekly	USPTO	Contractor
PALM Applications Sorted to RTIS: PPD dd-mm-	PGPub pull list showing all applications exported for PGPub on a daily basis	csv	Weekly	USPTO	Contractor

PGPUB Deliverables

Report Name	Content Description	File Format	Frequency	Sent From	Received By
Pre-build list	Weekly preliminary publication build for PTO confirmation	hd	Weekly	Contractor	USPTO
Pre-build list response	Verification of preliminary publication build, including BDY withdrawals	Email Notification	Weekly	USPTO	Contractor
PGPub Sequence Data Media Contents List	Contractor sends PTO a list of Mega Sequences and Mega Tables that will be delivered for the current PPD delivery.	Email Notification	Weekly	Contractor	USPTO
PGPub Publication Build Update File	final publication build showing serial number, publication number and publication date.	Email with Text File attachment	Weekly	Contractor	USPTO
PGPub Yellow Book 2 Media Contents List	Contractor sends list showing publication #, kind code, and # of pages for the applications on the current PPD build	Email with pdf file attachment	Weekly	Contractor	USPTO
Missing "Unused" Publication Number(s) file	Contractor sends the withdrawals on PWD 8. This email confirms the applications withdrawn from the PPD after the initial build was created.	Email Notification	Weekly	Contractor	USPTO
Delivery Notification	Contractor sends notification for the TAR files we have delivered for the Yellow Book and Red Book	Email Notification	Weekly	Contractor	USPTO
Publication Breakdown List	Contractor sends list of Reuse and Non-reuse applications in the current PPD build.	Email with Excel spreadsheet	Weekly	Contractor	USPTO
PGPub CPC Data	Weekly PGPub CPC Data CPC data applied to each current issue build	tar	Weekly	Contractor	USPTO
Redbook Ice	Redbook deliverable	tar	Weekly	Contractor	USPTO
Yellowbook	Yellowbook deliverable	tar	Weekly	Contractor	USPTO

PGPub Miscellaneous Reports

Report Name	Content Description	File Format	Frequency	Sent From	Received By
371 Ex00rts	Spreadsheet showing the number of 371 applications designated for current and past PPDs, with the percentage of 371 to the total number of applications in the PPD.	Email with Excel spreadsheet	Weekly	USPTO	Contractor
Future Pull List 371s	Spreadsheet showing the number of 371 applications designated for past PPDs and 4 future weeks. Also indicates the percentage of 371 to the total PPD applications.	Email with Excel spreadsheet	Weekly	USPTO	Contractor
PGPub Withdrawals - General	PTO sends a list of applications to be withdrawn from specific PPDs based upon the Not Published report. Contractor sends to the PTO as well as any other applications they indicate as withdrawn issued or abandoned.	Email with Excel spreadsheet	Weekly	USPTO	Contractor
Volume Projections	PTO sends Contractor the PPD volume projections for the next 11 weeks.	Email with Excel spreadsheet	Weekly	USPTO	Contractor
Extended Volume Projections	Contractor requests this report from PTO on an as needed basis. The report indicates specific PPD size, PPD date, and export date for a 1 year in the future.	Email with Excel spreadsheet	As requested	USPTO	Contractor
Summary On Time	PTO sends Contractor a report showing the number of applications that were built within the 95% PWD contractual guidelines.	Email with Excel spreadsheet	Weekly	USPTO	Contractor
A9 Authorization Report	PTO sends this report weekly as authorization to correct Pre-Grant Publications	Email with Excel spreadsheet	Weekly	USPTO	Contractor
Not Published through A9 Report	Contractor sends a file showing all applications associated with specific PPDs that are pending publication.	zip	Weekly	Contractor	USPTO
PGP Request Log	PGPub applications that are on query for anything other than illegible data or missing CRF	xml	Weekly	Contractor	USPTO
Illegible Data Queries Resolved	PGPub illegible data queries resolved by contractor	xml	Daily	Contractor	USPTO
Pre-Grant Missing Sequence List	Applications that need STIC information	xml	Bi-weekly	Contractor	USPTO

Grant EXDOrtS

Report Name	Content Description	File Format	Frequency	Sent From	Received By
Grant Initial	Export of applications to contractor for initial data capture - File Images (#####.tif, contents:*.tif)	Tar	Daily	USPTO	Contractor
SCORE Initial IOC	Export to IOC of Score Images (.pdf, .tif, .txt, .raw) for applications that have been exported to IOC	Zip	Daily	USPTO	Contractor
Grant Final	Export of applications to contractor for final data capture - File Images (#####.tif, contents:*.tif)	Tar	Daily	USPTO	Contractor
SCORE Initial FDC	Export to FOG of Score Images (.pdf, .tif, .bd, .raw) for applications that have been exported to FOG	Zip	Daily	USPTO	Contractor

Grant Misc Reports

Report Name	Content Description	File Format	Frequency	Sent From	Received By
Quotate IDC Exports	Quotate files included in PTO exports to IOC	Excel	Weekly	Contractor	USPTO
RUSH	List of allowed applications with printer RUSH, shows associated GAU information and categories of the identified problem	Email Notification	Weekly	Contractor	USPTO
NTF - Notice to File COI/Teclad AnnticatiOf Paners	List of allowed applications With NTF, shows associated GAU information and categories of the identified problem	Email Notification	Weekly	Contractor	USPTO
Domestic Benefit Issues	Contractor sends this report weekly for applications that have domestic benefit claims that can not be captured utilizing existing ml1< Instructions are required for specific PTO guidance	Email with Excel Spreadsheet	Weekly	Contractor	USPTO
IOC Billing	Breakdown of types of files to be billed within a specific week range (Mon-Sun)	Excel	Weekly	Contractor	USPTO
FIOC File	Text list of serial numbers with date completed in IOC for billing (FIOC date), list is used for billing verification and for PTO to create FIOC PALM canlanls entries	.txt	Weekly	Contractor	USPTO
PUBSDalaload	"New Paper List of all new papers loaded into all allowed applications in IFW the previous day	Zip	Daily	USPTO	Contractor
Unsigned 85b Report	Weekly list applications that have unsigned 85b/FEE submissions, the PTO has to call on these to obtain the proper authorization	Email Notification	Weekly	Contractor	USPTO
Non GroUDina PALM Error Report	Weekly list of applications that still produce error messages when attempting to be dispatched to FOG but are not on the PTO GroUDina List	Excel	Weekly	Contractor	USPTO
Monthly PALM Error List	Monthly list of outstanding non-Grouping PALM error notifications held in FMF process	Excel	Monthly	Contractor	USPTO
Active RCE Report	Monthly list of allowed applications that have RCE filed but not yet processed by the TC	Excel	Monthly	Contractor	USPTO
Monthly Abandonment Report	Monthly list of applications that have been abandoned after allowance by the contractor.	Excel	Monthly	Contractor	USPTO
Micro Entity Files	Weekly list of micro-entity certified applications that require a PALM transaction (temporary until transactions are available to PUBS)	Email with Spreadsheet	Weekly	Contractor	USPTO
Open Cycle Report	"Monthly list of cases where the soft-seaming transactions need to be completed in pre-exam	Email with Spreadsheet	Monthly	USPTO	Contractor
AERQ/Expedite applications list	List of applications with certain categories that are eligible for expedited processing	Excel	Weekly	USPTO	Contractor
Weekly Cowbird Report	Weekly inventory of Cowbird submissions	Excel	Weekly	Contractor	USPTO
Grant Status Files in IOC FOC email	Weekly set of allowed applications lists used by contractor to validate inventory and to prioritize work. This is not a system generated report, the Hsm are created and sent manually.	Zip	Weekly	USPTO	Contractor
PostAllowGm	List of files with Grouping flags to prevent issuance	Excel	Weekly	USPTO	Contractor

Grant MISC Reports cont.

Report Name	Content Description	File Format	frequency	Sent From	Received By
L&R Applications in FDC EIDC with Open L&R	PTO sends this report weekly to notify Contractor that L&R applications are okay to issue	Email listing application numbers	Weekly	USPTO	Contractor
PILS	List of files with L&R Has to prevent issuance	Excel	Weekly	USPTO	Contractor
F-Emort	Potential Issue List of applications what are issue fee paid ready for issuance	Excel	Daily	USPTO	Contractor
Virginia Status Report	List of all serial numbers that the contractor is requesting a Final Delay Capture Export, used by the PTO to generate the SIC-ORT	T8ld	Daily	Contractor	USPTO
PD.REQRETR Ra00rt	Daily spreadsheet of Patent Review (FDC Ready) releases and Grant Final Export totals 'broken down' between Utiliv and Subdata	Excel	Daily	Contractor	USPTO
RETMAJL Ra00rt	Weekly list of outstanding PD REQ REIR Rnnlications	Email Notification	weekly	Contractor	USPTO
Re-exam Spreadsheet	Weekly list of applications with RETMAL being held in FMF process awaiting TC to re-mail the action.	Excel	Weekly	Contractor	USPTO
New reexam applications	List of serial numbers of Re-exam files currently in process in grants 00d re-exams, reexams on nuerv	Excel	Weekly	USPTO	Contractor
Grant Weekly Issue Breakdown List	PTO sends this report to notify Contractor of new Re-Exam applications forwarded for 101.b caution to Procossim	Email listing application numbers	as needed	Contractor	USPTO
FDC File for "Issue Data" Issue	Listing of patent number ranges used for the current issue and the number of patents of each type that are in the issue	Word document	Weekly	Contractor	USPTO
RTIS file. Ser. No. Pat No issue build file	List of serial numbers, associated patent number, issue date, kind code for the given issue	Excel	Weekly	Contractor	USPTO
PTA/PTE report	List of serial numbers and associated patent number for the issue build, the ## in the file name is the issue number or the current calendar year	Excel	Weekly	Contractor	USPTO
Withdrawals for soecWc issue dates	As a part of the issue build process PTO sends this report showing any PTA/PTE value to be printed on each patent in the issue	email with Notepad file	Weekly	USPTO	Contractor
Late Withdrawals	PTO sends this report weekly showing applications withdrawn for a certain weeks issue	email with spreadsheet	Weekly	Contractor	USPTO
Withdrawal report	PTO sends this report weekly showing applications withdrawn PWD 2 and later.	email with application list	Weekly	Contractor	USPTO
Withdrawals to Date	PTO sends this report each Tuesday showing application withdrawals for the following Tuesday.	email listing application numbers	Weekly	Contractor	USPTO
Status of Inventors' Copies Report	PTO sends this report each Monday showing all withdrawals since 2000	email with spreadsheet	Weekly	Contractor	USPTO
Summary of the Character Counts for Each Issue	Daily update of the progress of the Review and Assembly of the patent grants for each issue date	Excel	Daily	Contractor	USPTO
Weekly Color Drawings List	Character count of the Grant Rad B00k ICE deliverable as specified in the contract	Excel	Weekly	Contractor	USPTO
PGM Report/PGM Exception Report	List of applications for a particular issue that contain color drawings	email listing application numbers	Weekly	Contractor	USPTO
Problem Grants not Mailed	Weekly report on issue date listing applications that have the PGM contents entry created and those that didn't create due to application being in a certain status	email with spreadsheet	Weekly	USPTO	Contractor
Patent Issue Close-out Report	Contractor sends this weekly listing of any grants not mailed on issue date	email listing application numbers	Weekly	Contractor	USPTO
Aged NOA Exception Lists	The Patent Issue Close-Out Report consists of each patent in the issue showing the patent number and the total number of pages for each of the following sections: Front Page(s), Drawings and Text	Excel	Weekly	Contractor	USPTO
	List of files not issued within 120 days of receipt	Excel	Monthly	USPTO	Contractor

Grant Misc Reports cont.

Report Name	Content Description	File Format	Frequency	Sent From	Received By
Daily Issue Breakdown (Reexams)	Listina of reexam certificates issua	Word document	Daily	Contractor	USPTO
FDC File for "Issue Date" IssueReexams	List of reexam control numbers for the specified issue date	txt	Daily	Contractor	USPTO
DC File Part3far "Issue Date" IssueReexams	Classification Data for issuing Reexam certificates	txt	Daily	Contractor	USPTO
CPC-IPC Concordances	Various files (bd, xml) [CPC-IPC-Concordance-text-September-2013 bd, CPCToIPC-September-2013 .xml]	Zip	as needed	USPTO	Contractor
Grants_Allow	Export of Sequence Listing da1a	Zio raw	Weekly	USPTO	Contractor
Grants_OnDemand	Export of Sequence Listing (on demand special requests)	Zio raw	as needed	USPTO	Contractor
Artifact Raocrt	List of all artifact folders and their status and location	Excel	Weekly	USPTO	Contractor
PASS Export List report	PALM generated list of applications exported to IDC and IDC the previous week	Excel	Weekly	USPTO	Contractor
CPC_Concordance_XML_12-27-2012.zip	Classification Data	zip	as needed	USPTO	Contractor
Reports - Grant Da1a Error	Monthly Report of redelivered products		Monthly	Contractor	USPTO

Grant Deliverables

Report Name	Content Description	File Format	Frequency	Sent From	Received By
CPC Schema	Classification Da1a for Issue	xml	monthly	USPTO	Contractor
Certificales	ReExam Certificates		Daily	Contractor	USPTO
E-OG	Daily Published Certificales		Daily	Contractor	USPTO
Redb00k Ice		tar		Contractor	USPTO
Yellowb00k		tar		Contractor	USPTO

Post Issuance

Report Name	Content Description	File Format	Frequency	Sent From	Received By
Certificales of Correction Weekly Issue List	Contractor sends this list weekly of upcoming CoFCs PWD 7	xml	Weekly	Contractor	USPTO
Weekly Issue Error Report	PTO sends report of errors found in CoFC Weekly Issue List (sent by Contractor), sent no later than PWD 3	email with Excel spreadsheet & PDF file		USPTO	Contractor
Scanned List of CoFC PFWIFW requests	if-1 usenos scanned copy or incoming lists m requests to Contractor	email		USPTO	Contractor
Rekey Bi W na (September and March)	list of serial numbers for rekeys processed during specific months, one at the end of September one at the end of March.	Excel		Contractor	USPTO

Section C.13 (Use of Data)

For purposes of facilitating the gathering of data included under the Public Data Dissemination Contract (DOC50PAPT1300006), the USPTO grants the Contractor permission to use applicable datasets created in the performance of this Patent Data Capture contract in fulfilling the requirements of the Public Data Dissemination Contract, and the creation of a published alert service database under this contract.

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 requesters.

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 requesters.

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 requesters 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 PT0-06 Clause (Limitation on Contractor Advertisement).

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

Section D: Packaging and 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 and Acceptance

E.1 52.252-1 Solicitation Provisions Incorporated By Reference (Feb 1998)

The solicitation incorporates one or more solicitation provisions 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. The offerer is cautioned that the listed provisions may include blocks that must be completed by the offerer and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offerer may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.acquisition.gov/far/>

Clause	Title	Date
FAR 52.246-2	Inspection of Supplies - Fixed Price	Apr 1984

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 B00k ICE and/or Grant Purple B00k 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 Government Final Acceptance

The USPTO shall have 30 calendar days from the initial date of delivery of the deliverable and all issue files or 30 calendar days from receipt of a new deliverable and all issue files as a result of USPTO rejection as set forth in Steps 1 or 2 above; whichever is later, to provide final acceptance of the deliverable in accordance with Section E.3 (Acceptance).

E.4.4 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: \$ 350.00
2. Re-inspection of Data Charge:

<u>Type of Rejected Data</u>	<u>Charge Per Patent and Certificate</u>
Utilities, Reissues, and SIR's:	
Front Pages	\$ 3.60
Text Data	\$ 72.00
Claims	\$ 12.00
Designs, Plants, and Reexams	\$ 3.60

These re-inspection charges are in addition to the liquidated damage charges set forth in Section F.4 (Liquidated Damage Charges).

If the USPTO extends the period of performance for the contract, these liquidated damage charges will be adjusted, via bilateral Contract Modification, by the percentage change in the General Pay Schedule for Civilian Workers for the Washington D.C. metropolitan area that is issued by the U.S. Office of Personnel Management and that is in effect at the beginning date of the new period of performance.

Section F: Deliveries or Performance

F.152.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

The solicitation incorporates one or more solicitation provisions 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. The offerer is cautioned that the listed provisions may include blocks that must be completed by the offerer and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offerer may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.acquisition.gov/far/>

Clause	Title	Date
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984

F.2 (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.
13710 Dunnings 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.3 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 as specified in F.4 (Liquidated Damage Charges).
- (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)

F.4 (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	\$84/certificate
Minor error	\$42/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.

The USPTO will deduct applicable liquidated damages against approved Contractor invoices. If the USPTO extends the period of performance for the contract, these liquidated damage charges will be adjusted, via bilateral Contract Modification, by the percentage change in the General Pay Schedule for Civilian Workers for the Washington D.C. metropolitan area that is

issued by the U.S. Office of Personnel Management and that is in effect at the beginning date of the new period of performance.

F.5 (Production Schedules)

General Information

For schedule purposes, there are five (5) workdays each week (Monday through Friday); any Government holiday which occurs on one of those days is considered a workday for schedule purposes. If the scheduled delivery falls on a Government holiday, then the delivery for the products involved shall be made one (1) workday before that holiday.

If the USPTO is closed for any other reason on a scheduled delivery day, the Contractor shall make alternate delivery arrangements with the USPTO.

The Production Schedule, detailed below, identifies Government Furnished Products (GFP) and specific delivery dates for required contract products originating from the Issues that the USPTO has ordered. All delivery dates are expressed in terms of prior workdays. Pre-Grant Publication begins at Prior Work Day 44, which is 44 workdays before publication Thursday. Grant Publication begins at Prior Work Day 14, which is 14 workdays before Issue Tuesday. There are 52 or 53 Publication Thursdays or Issue Tuesdays annually as determined by the calendar.

Production Schedule for Pre-Grant Publication

Prior Workday	Day	Action
44	Monday	Receive final files (PALM, Image, EFS, STIC) from USPTO
13	Tuesday	Contractor delivers preliminary publication build to USPTO
11	Thursday	Preliminary build verification from USPTO
8	Tuesday	Contractor delivers all final deliverables to USPTO
2	Wednesday	Withdrawal of designated applications (e.g., Secrecy)
1	Thursday	Publication day

Overview Production Schedule for Grant Issuance

Prior Workday	Day	Action
14	Thursday	The Contractor shall remove data from all deliverables after USPTO notification of withdrawal
14-13	Thursday-Friday	The Contractor delivers Patent OG Notices Galley pages for proofing/verification in hardcopy format
13	Friday	The Contractor delivers cumulative lists for reissue and reexamination applications in PDF format electronically via email to USPTO
13	Friday	!The Contractor delivers Postscript® Miscellaneous Certificates File and all granted patents to Patent Printing Contractor.
7	Monday	Patent Printing Contractor delivers grants to the Contractor
7	Monday	The Contractor delivers Grant Yellow B00k 2 (Patent Image File(s)) to USPTO
7-2	Monday - Monday	The Contractor reviews and assembles grants
6	Tuesday	The Contractor delivers Grant Red B00k ICE (and/or Purple B00k ICE) to USPTO
4-2	Thursday - Monday	!The Contractor delivers the weekly artifact files for issue files to File Maintenance and then to Files Repository Contractor (Newington, VA)
3	Friday	!The Contractor electronically transfers the eOG:P and the OG Notices file to USPTO
1	Tuesday	!The Contractor reports to the USPTO any patent grants that are not delivered to the USPTO Mail Center on issue date
1	Tuesday	iThe Contractor delivers patent grants to the USPTO Mail Center
1	Tuesday	Issue Day

Note: Postscript® Miscellaneous certificates File includes: Dedications, Disclaimers, Adverse Actions, Special certificates and "10 Point" Certificates of Corrections.

Overview Production Schedule for Reexam, Supplemental Exams and Board Certificates

Prior Workday	Day	Action
2	Daily, as needed	The Contractor delivers Postscript® Reexamination, Supplemental Examination and Board Certificates File for daily issuance to Patent Printing Contractor.
Prior Workday	Day	Action (ReExam, Cont.)
2	Daily	The Contractor delivers Reexamination, Supplemental Examination and Board Certificates for daily issuance
1	Daily	Issue Day

Section G: Contract Administration Data

G.1 (Points of Contact)

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

Contracting Officer Representative (COR)

A COR will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COR.

At no time may the scope, work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

The Contracting Officer hereby designates the individual named below as the COR:

Name: Susan Scanlon
Phone: 703-756-1561
E-mail: susan.scanlon@uspto.gov

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 Contracting Officer in writing.

The Contracting Officer hereby designates the individual named below as the Alternate COR:

Name: Amy Perkins
Phone: 571-272-1038
E-mail: amy.perkins@uspto.gov

Contracting Officer (CO)

Name: John Bardwell
Phone: (571) 272-6567
E-mail: john.bardwell@uspto.gov

All contract administration will be effected by the CO. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Standard Form 30 (Modification of Contract) executed by the CO authorizing such changes.

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

G.2 (Invoicing and Payment Instructions)

The Contractor shall only invoice for services rendered and deliverables furnished. For services performed for the USPTO, invoices shall be submitted via e-mail to Office of Finance at OfficeofFinance@uspto.gov with cc to susan.scanlon@uspto.gov and amy.perkins@uspto.gov. To verify receipt of invoices, it is recommended that Contractor do a 'Delivery Receipt' and 'Read Receipt' when e-mailing invoices.

For e-mail submittals of invoices, the Contractor shall list Invoice Number, Date of Invoice, and Contract Number in Subject Line of E-mail.

The Contractor shall submit invoices on a weekly basis, but the Government will consider invoices submitted on a monthly or quarterly basis if requested by the Contractor. To constitute a proper invoice, each invoice shall include the following information or attached documentation:

1. Name of Contractor, invoice number and invoice date;
- 2 Data Universal Numbering System (DUNS or DUNS+4) Number
- 3 Contract Number/Delivery Order Number;
- 4 Description, price, and quantity of each CUN;
- 5 Payment terms;
- 6 Name, title, phone number, e-mail address, and complete mailing address of responsible official to whom correspondence may be sent, if necessary.
7. Taxpayer Identification Number (TIN)
- 8 Week beginning date
- 9 Week ending date

The USPTO will deduct any applicable re-inspection charges and liquidated damages applicable to specific deliverables against the appropriate Contractor invoices before payment.

For invoices that are submitted in a new option year (beginning February 1 of new option year) for products completed and/or delivered in prior year (period ending January 31 of previous contract year), the Contractor shall submit such invoices reflecting that prior year pricing. For invoices that are submitted in new option year (beginning February 1 of new option year) for services provided in any part of the new option year, the Contractor shall submit such invoices reflecting the new option year pricing.

Prior year or current year pricing is defined as the pricing in effect as of the:

1. week-ending date on any invoice for products provided.
2. date of delivery of deliverables for any invoices in which completed products are delivered.

G.3 (Reporting Requirements During Contract Period of Performance)

VETS 100 Reporting

The U.S. Department of Labor Veterans' Employment and Training service (VETS) and Office of Federal Contractor Compliance Programs (OFCCP) has supported affirmative actions to employ and advance in employment, "covered veterans" since 2008. As legislatively mandated under 38 U.S. Code, Sections 4211 and 4212, codified at 41 CFR Sections 61-250 and 61-300, respectively, contractors and subcontractors who enter into, or modify a contract or subcontract with the federal government, and whose contract meets the criteria set forth in the above legislation/regulations, are required to report annually on their affirmative action efforts in employing veterans. VETS has a legislative requirement to collect, and make available to OFCCP, reported data contained on the VETS-100 and/or VETS-100A reports for compliance enforcement.

This is codified in the FAR under Clause 52.212-5, Instructions to Offerers – Commercial Items (Apr 1984), which incorporates by reference clause 52.222-37, Employment Reports on Veterans (Jul 2014).

VETS-100A Reporting Forms may be obtained at <http://www.dol.gov/vets/vets100filing.htm> and are due to U.S. Department of Labor by September 30 of each year after following a calendar year in which a contractor held a covered Government contract or subcontract.

For further information or assistance on VETS-100A reporting, please refer to their website at <http://www.dol.gov/vets/contractor/main.htm>, via phone at (866) 237-0275 or via e-mail at VETS100-customersupport@dol.gov.

Electronic Subcontracting Reporting System (ESRS) Reporting

Contractors are required to report on their subcontracting actions and compliance plans at <http://www.esrs.gov>.

Individual Summary Reports (ISR) are due on April 30 (for reporting period of October 1 to March 31 each calendar year) and October 30 (for reporting period of April 1 to September 30 each calendar year) [for contractors submitting individual subcontracting plans covering this specific contract].

Summary Subcontracting Reports (SSR) are due on September 30 (for period of October 1 to September 30 of Government's fiscal year) [contractors submitting commercial plans only need to do SSR].

A final ISR and SSR shall be due within 30 days after the end of the contract.

Section H: Special Contract Requirements

H.1 (No Waiver of Delivery Schedule)

(a) None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of USPTO right to terminate for default: (i) Delay by the USPTO in terminating for default; (ii) Acceptance of delinquent deliveries; and (iii) Acceptance or approval of samples submitted either after default in delivery or in sufficient time for the contractor to meet the delivery schedule.

(b) Any assistance rendered to the contractor on this contract or acceptance by the USPTO of delinquent goods or services hereunder will be solely for the purpose of mitigating damages and is not to be construed as an intention on the part of the USPTO to condone any delinquency, or as a waiver of any rights the USPTO may have under subject contract.

H.2 (Organizational Conflict of Interest)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

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

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

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

H.3 (Insurance Coverage)

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5; Jan 1997)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability.

(1) The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property Damage liability insurance shall be required in the amount of \$100,000.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.4 (Access to Government Facilities)

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

H.5(Ordering Authority and Procedures)

Orders under this contract shall be issued by warranted Contracting Officers of the U.S. Patent and Trademark Office. All orders will be placed in writing. At a minimum, each order will contain the following information: (1) contract and order numbers, (2) contract line item numbers, descriptions, contract unit prices and amounts, (3) required delivery date, (4) place of delivery, and (5) accounting and appropriation data.

H.6 (Secrecy and Usage of Patent Information)

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

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

Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or the patent application folders. All processing, storage or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO.

All personnel having access to patent application files or data or information concerning the same, must take the following oath or affirmation, signed in writing:

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

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

H.7 PT0-11 Clause (Security Requirements for Information Technology Resources)

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

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

The Computer Security Act of 1987 (P.L. 100-235), including the following definition of the term sensitive information "...any information, the loss, misuse, or unauthorized access to, or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 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."

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

The DOC IT Security Program Policy and Minimum Implementation Standards, section 4.3 (http://home.commerce.gov/cio/ITSITnew/DOC%20_TSPP_2009_Final_.pdf).

The DOC Security Manual, Chapter 18 (<http://home.commerce.gov/osy/SecurityManual/Security%20Manual%20Chapters/Security%20Manual.pdf>).

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

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

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

(d) All Contractor personnel performing under this contract and Contractor equipment used to process or store DOC/USPTO data, or to connect to DOC/USPTO networks, must comply with the requirements contained in the DOC Information Technology Management Handbook (http://home.commerce.gov/CIO/NewOCIO/ITMH_Management_plan.html)

(e) Contractor personnel requiring a user account for access to systems operated by the Contractor for DOC/USPTO or interconnected to a DOC/USPTO network to perform contract services shall be screened at an appropriate level in accordance with the Commerce Acquisition Manual (CAM) 1337.70, Security Processing Requirements for Service Contracts at [http://www.osec.doc.gov/oam/acquisition_management/policy/commerce_acquisition_manual_cam/documents/CAM%201337%2070%20\(Personnel%20Security\).pdf](http://www.osec.doc.gov/oam/acquisition_management/policy/commerce_acquisition_manual_cam/documents/CAM%201337%2070%20(Personnel%20Security).pdf)

(f) Within 5 days after contract award, the Contractor shall certify in writing to the COR that its current 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 Contractor shall provide this written certification to the COR within 30 days of a new employee beginning work under the contract. 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 complete 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/USPTO, including the Office of the Inspector General, access to 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 requirement 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/USPTO data or to the function of computer systems operated on behalf of DOC/USPTO, and to preserve evidence of computer crime.

(i) For all Contractor-owned systems for which performance of the contract requires interconnection with a DOC/USPTO network or that DOC/USPTO data be processed or stored on them, the Contractor shall provide, implement and maintain a Security Authorization Package in accordance with NIST, DOC, and USPTO policies, procedures, manuals and guidance. Specifically:

(1) Within 14 calendar days after contract receipt, the Contractor shall submit for USPTO approval a project plan detailing the actions and timetable needed to complete the Security Authorization to Operate Process. After approval by USPTO, the Contractor shall follow the work plan schedule to complete the authorization activities in accordance with applicable policies and guidance. The Security Authorization project plan approved by USPTO shall be incorporated as part of the contract and will be used by USPTO as the basis for activities involving Security Authorization to Operate and continuous monitoring.

(2) The Contractor shall develop a Security Authorization Package (SAP) conforming to applicable policies and guidance. The SAP shall detail, append or address the following:

a) The Contractor shall develop and document a System Security Plan (SSP) which shall include, but is not limited to, Description of the Information System, System Boundary, System Security Categorization, documentation of the selection of security controls and security control implementation applicable to the Contractor system (with verification of the Common Controls).

b) The Contractor shall develop a Security Test and Evaluation (ST&E) Plan in accordance with applicable policies and guidelines. The Contractor shall subsequently assess the system in accordance with the approved plan. The Contractor shall develop the Security Assessment Report and shall conduct remediation actions based on the preliminary report. The Contractor shall create POA&Ms for those controls which can not be remediated prior to submittal of the package for Authorization.

c) After authorization of the system by a USPTO Authorizing Official, the Contractor shall maintain the approved level of the system security as documented in the Security Accreditation Package and assist the COR in annual assessments of control effectiveness in accordance with applicable policies and guidance.

(3)The Contractor shall complete the following activities as part of the USPTO continuous monitoring strategy: quarterly vulnerability scans, quarterly POA&M updates, annual contingency plan testing, annual security awareness training, and annual assessments of at least 33 percent (1/3) of the security controls applicable for the system in addition to DOC and USPTO critical/volatile controls unless otherwise specified by USPTO. "The Contractor shall remediate within 30 days any vulnerability found during vulnerability scanning or security control assessments." The Contractor shall create and submit to the CACG a POA&M item for any vulnerability not remediated within 30 days of discovery. The Contractor shall perform a Security Impact Analysis in accordance with applicable policies and guidelines for all proposed changes which affect the Information System or the system environment.

(4)Contractor systems shall have a current baseline configuration documented and maintained as required in the USPTO Secure Baseline Policy. The contractor shall develop, document and maintain, for each system that may process, store, or transmit USPTO sensitive but unclassified (SBU) information, a current baseline configuration based on recommendations established by USPTO, NIST, the Center for Internet Security (CIS) benchmarks, and operating system and application vendors/manufacturers to ensure secure configurations of IT products.

This requires the Contractor to:

- Identify IT products that process, store, or transmit USPTO SBU information.
- Identify checklists applicable for the IT products identified in the preceding activity, using the USPTO Security Configuration Baselines that are available for the Contractor's IT products. If the Contractor has an IT product that has not been documented by USPTO, the Contractor shall refer to checklists and or secure best practices provided by NIST, CIS benchmarks, operating systems, or application vendors/manufacturers.
- Test the security settings and document the results and mitigate any non-compliance issues.
- Document the secure configuration settings for each IT product. Implement the configuration settings within the production environment.

- The contractor shall develop, document and maintain for each system a procedure for compliance with the Federal Desktop Core Configuration such that:

a) The Contractor shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). Guidance may be found at http://csrc.nist.gov/itsec/guidance_WinXP.html (for Windows XP settings) and http://csrc.nist.gov/itsec/guidance_vista.html (for Windows Vista settings).

b) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer

Service for installation to the default "program files" directory and should be able to silently install and uninstall.

c) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

(5) Any activity identified above may be subject to USPTO independent verification and validation and approval

(6) Failure to complete any of the above activities may result in termination of the contract.

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

(End of clause)

H.8 PT0-12 Clause (Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department of Commerce/USPTO Site or IT System (High or Moderate Risk Contracts))

CAR 1352.237-71 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department of Commerce/USPTO Site or IT System (High or Moderate Risk Contracts)

- A. Investigative Requirements for High and Moderate Risk Contracts
- B. All contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the USPTO Office of Security before being eligible to work on the premises of any Department of Commerce/USPTO facility, or through a Department of Commerce/USPTO IT system. All 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. Non-IT Service Contracts
 - a. High Risk " Background Investigation (BI)
 - b. Moderate Risk " Moderate Background Investigation (MBI)

2. IT Service Contracts
 - a. High Risk IT " Background Investigation (BI)
 - b. Moderate Risk IT " Background Investigation (BI)

3. In addition to the investigations noted above, non-U.S. citizens must have a pre-appointment check that includes a Customs and Immigration Service (CIS formerly Immigration and Naturalization Service) agency check.

C. 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: Official legal status in the United States; Continuously resided in the United States for the last two years; and Advance approval from the servicing Security Officer of the contracting operating unit in consultation with the Office of Security (OSY) headquarters. (The OSY routinely consults with appropriate agencies regarding the use of non U.S. citizens on contracts and can provide up-to-date information concerning this matter.)

C. Security Processing Requirement

1. Processing requirements for High and Moderate Risk Contracts are as follows:
 - a. The contractor must complete and submit the following forms to the Contracting Officer Representative (COR): Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions; FD 258, Fingerprint Chart with OPM's designation in the ORI Block; and Credit Release Authorization.
 - b. The COR will review these forms for completeness, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer.
 - c. Upon completion of the security processing, the Office of Security, through the servicing Security Officer and the COR, will notify the contractor in writing of the individual's eligibility to be given access to a Department of Commerce/USPTO facility or Department of Commerce/USPTO IT system.

2 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 COR must request an Immigration and Customs Enforcement (formerly INS) agency check. It is the option of the Office of Security to repeat the security processing on any contract employee at its discretion.

D. Notification of Disqualifying Information

If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the contracting officer, will immediately remove the contract employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following: Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.

Falsification of information entered on security screening forms or of other documents submitted to the USPTO. 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 directly related to the contract. Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets. NOTE: Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce/USPTO facilities or access to IT systems.

E. 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.

F. Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of clause)

H.9 (Phase Out Requirement)

The Contractor shall develop a plan for dual processing that will assure uninterrupted delivery of all products along with gradually increasing capture of applications at allowance. The plan shall show specific weekly quantities of deliverables that will be processed.

The USPTO requires delivery of the following End of Contract deliverables to the Address in Section F.2 (Delivery) as follows:

End of Contract Initial Data Capture Grant Red B00k ICE. The Contractor shall deliver the file(s) of existing data resulting in the Initial Data Capture Grant Red B00k ICE no later than seven (7) calendar days after the end of the contract.

H.10 (Government Furnished Data)

The Government may deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. GFD will be delivered to the Contractor as specified in each delivery order.

Title to GFD shall remain in the Government, and the Contractor shall use the GFD only in connection with this contract. Upon completion or termination of this contract, the Contractor shall return to the Government all GFD.

H.11(Duplication and Disclosure of Confidential Data)

Duplication or disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract the Contractor may have access to confidential data which is the sole property of the USPTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof or data derivative there from, to unauthorized parties in contravention of these provisions without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

H.12(Duplication of Effort)

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

H.13(Rights in Data)

In addition to the terms and conditions set forth in FAR 52.227-14, Rights in Data – General, May 2014 (incorporated by reference in Section 1.1), the Government shall have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, "software first produced in the performance of this contract" shall include, but not be limited to the following: non-COTS computer programs developed or previously developed and implemented by the Contractor in the performance of this contract, related computer data bases and documentation thereof, source code, object code, algorithms, library code, library routine, and technical data of all software first produced in the performance of this contract.

For the purposes of this clause, "unlimited rights" shall mean 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.

H.14(Approval of Proposed Subcontracts)

The Contractor shall disclose the use of all proposed subcontracts with a cumulative value over \$100,000 during this contract and obtain the USPTO's prior written approval for their use. The Contractor shall provide the following information about proposed subcontracts: description of the supplies or services to be subcontracted; identification of the subcontract type (i.e., fixed price, cost reimbursable); identification of the proposed subcontractor and place of performance; documentation of how the proposed subcontractor was selected, including the competition obtained; identification of proposed subcontract price and the basis for its reasonableness; description of proposed subcontractor's security procedures; and, a copy of the proposed subcontract.

H.15(Approval of Change In Contractor's Place of Performance)

If the Contractor wishes to change any place of performance after contract award date, the Contractor shall first obtain the USPTO's written approval. The Contractor shall provide the following information in support of this request: an identification of the proposed location change(s); a description of the contract work to be accomplished at the new location(s); and a description of the planned security procedures.

Section I: Contract Clauses and Provisions

1.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

Clause	Title	Date
52-202-1	Definitions	Nov 2013
52.203-3	Gratuities	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	Sept 2006
52.203-7	Anti-Kickback Procedures	May 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sept 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct 2010
52.203-13	Contractor Code of Business Ethics and Conduct	Apr 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-7	System for Award Management	Jul 2013
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Jul 2013

52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Aug 2013
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	May 2012
52.215-8	Order of Precedence--Uniform Contract Format	Oct 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	Aug 2011
52.215-13	Subcontractor Certified Cost or Pricing Data	Oct 2010
52.215-13	Subcontractor Cost or Pricing Data-Modifications	Oct 2010
52.215-14	Integrity of Unit Prices	Oct 2010
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	Oct 2010
52.219-8	Utilization of Small Business Concerns	May 2014
52.219-9	Small Business Subcontracting Plan	Jul 2013
52.219-16	Liquidated Damages- Subcontracting Plan	Jan 1999
52.222-26	Equal Opportunity	Mar 2007
52.222-54	Employment Eligibility Verification	Aug 2013
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Jul 2014
52.222-36	Affirmative Action for Workers with Disabilities	Jul 2014
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Jul 2014
52.223-6	Drug-Free Workplace	May 2001
52.225-13	Restrictions on Certain Foreign Purchases	Jun 2008
52.227-1	Authorization and Consent	Dec 2007

52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Dec 2007
52-227-3	Patent Indemnity	Apr 1984
52.227-14	Rights in Data - General	May 2014
52.229-3	Federal, State, and Local Taxes	Feb 2013
52.232-1	Payments	Apr 2014
52.232-8	Discounts for Prompt Payment	Feb 2002
52.232-17	Interest	May 2014
52-232-23	Assignment of Claims	May 2014
52.232-25	Prompt Payment	Jul 2013
52.232-33	Payment by Electronic Funds Transfer - System for Award Management	Jul 2013
52.233-1	Disputes	May 2014
52-233-3	Protest After Award	Aug 1996
52.237-3	Continuity of Services	Jan 1991
52.242-13	Bankruptcy	Jul 1995
52.243-1	Changes - Fixed Price	Aug 1987
52.244-2	Subcontracts	Oct 2010
52.245-1	Government Property	Apr 2012
52.248-1	Value Engineering	Oct 2010
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Apr 2012
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984

1.2 52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 2/1/2015 through 1/31/2018.

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

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

(End of clause)

1.3 52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$200,707,015.62 [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of \$200,707,015.62 [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

1.4 52.216-21 Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 7/31/2018.

(End of clause)

1.5 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 the expiration of the contract 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 3 years.

(End of clause)

1.6 PT0-06 Limitation on Contractor Advertisement

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

(End of clause)

1.7 PT0-08 Physical Access

The performance of this contract requires contractors to have physical access to Federal premises for more than 180 days or access to a Federal information system. Any items or services delivered under this contract shall comply with the Department of Commerce personal identity verification procedures that implement HSPD-12, FIPS PUB 201, and OMB Memorandum M-05-24.

The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal information system.

(End of clause)

1.8 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

The solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.acquisition.gov/far/>

Clause	Title	Date
52.217-5	Evaluation of Options	Jul 1990

1.9 52.209-7 Information Regarding Responsibility Matters (Jul 2013)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(i)(i), (c)(i)(ii), or (c)(i)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(i) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(i)(i) through (c)(i)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

1.10 PT0-17 (Contractor FOIA Requirement)

Upon award of any contract resulting from this solicitation, the contractor shall be required to submit in electronic (.pdf or .tif) format, a copy of the contract with any proposed redactions it believes are necessary and required by law. If the contractor is proposing any redactions to the contract, the basis for the redactions shall be submitted in writing and must accompany the electronic copy of the contract. This submission is due within 14 days of contract award. If the Contracting Officer agrees with the contractor's proposed redactions, the document will be forwarded to the USPTO FOIA Officer for posting to the agency's e-FOIA website. Submission of the contract document in the required format and any written justification for the proposed redactions shall be provided at no cost to the government.

(End of clause)

Section J: List of Attachments

This contract cites and includes the following USPTO Technical References. All work described in Section C (Description/Specifications/Work Statement) required under this contract shall be performed in accordance with the following USPTO Technical References:

Technical Reference Number	Description
1	<p>Contractor Access to USPTO</p> <p>CAE Contractors Access to USPTO_04_ Contractors Access.pdf</p>
2	<p>Front End Processing Manual for Indexing and Scanning</p> <p>Draft FEP Manual 2014.docx</p>
3	<p>EFS Web QC Technical Reference</p> <p>Technical Reference EFS Web.doc</p>
4	<p>SCORE SOW</p> <p>Staterrent of Work for SCORE Load 12-1 CRF_Transfer_Partici pant_Manual_Final_R</p>
5	<p>Data Preparation Manual for Pre-Grant Publication</p> <p>DPMpgpub-2014.zip</p>
6	<p>Data Entry Manual for Utility Patents</p> <p>DataEntryManual-UTILITY-2014.zip</p>
7	<p>Data Entry Manual for Non-Utility Patent Publications</p> <p>DataEntryManual-NON-UTILITY-2014.zip</p>

15	<p>Establishing Secondary Object (Creating Artifact Folders)</p> <p>Secondary Objects.pdf</p>
16	<p>File Maintenance and Final Data Capture Issue Build</p> <p>File Maintenance, Final Data Capture ar</p>
17	<p>Processing of Certificates of Correction</p> <p>CofC_rranual_PaDaC ap_2014_DraftONE.d</p>
18	<p>Contractor Support of Electronically Submitted Certificates of Correction for Patent Term Adjustment</p> <p>Contractor Support of Electronically Submitte</p>

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 01/25/2018		2. CONTRACT NO. (If any) DOC50PAPT1500003		6. SHIP TO:	
3. ORDER NO. 1333BJ18F00151001		4. REQUISITION/REFERENCE NO. 150P1801166		a. NAME OF CONSIGNEE ODM	
5. ISSUING OFFICE (Address correspondence to) Office of Procurement, US Patent and Trademark Office, PO Box 1450-Mail Stop 6, 600 Dulany St.,MDE, 7th Floor, ALEXANDRIA, VA 22313-1450				b. STREET ADDRESS US Patent and Trademark Office, Office of Data Management, 2800 South	
7. TO:				c. CITY Arlington	
a. NAME OF CONTRACTOR REED TECHNOLOGY AND INFORMATION SERVICES INC.		d. STATE VA		e. ZIP CODE 22206	
b. COMPANY NAME REED TECHNOLOGY AND INFORMATION SERVICES INC.		f. SHIP VIA			
c. STREET ADDRESS 7 WALNUT GROVE DR		8. TYPE OF ORDER			
d. CITY HORSHAM		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
e. STATE PA		f. ZIP CODE 19044-2201		REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA 2018-A-00-150997-PPPFEX-NONCOMP-2528-P020-D25191-150997-2018			10. REQUISITIONING OFFICE ODM, US Patent and Trademark Office, Office of Data Management, 2800 South Randolph Street, Arlington, VA 22206		
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> h. EDWOSB					12. F.O.B. POINT Destination
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION	b. ACCEPTANCE				
16. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %					

17. SCHEDULE (See reverse for Rejections)

Item No. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
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See Lines

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$4,185,801.98	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME OFFICE OF FINANCE						\$4,185,801.98	17(i) GRAND TOTAL
	b. STREET ADDRESS(or P.O. Box) Dir. US Patent & Trademark Ofc, PO Box 1450, Mail Stop 17							
c. CITY Alexandria		d. STATE VA	e. ZIP CODE 22313					
22. UNITED STATES OF AMERICA Users: Tugbang, Vanne (Viola) Digitally signed by Users, Tugbang, Vanne (Viola) DN: dc=gov, dc=USPTO, cn=Users, cn=Tugbang, Vanne (Viola) Date: 2018.01.24 12:33:00 -05'00'					23. NAME (Typed) V'Anne Tugbang TITLE: CONTRACTING/ORDERING OFFICER			

Section B - Supplies or Services and Prices/Costs

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	(b)(4)	Original:	EA	Original:	Original:
		1.000000		\$4,185,801.9800	\$4,185,801.98
		Change:		Change: \$0.0000	Change: \$0.00
		0.000000		Current:	Current:
		Current:		\$4,185,801.9800	\$4,185,801.98
		1.000000			
Period of Performance: (b)(4)					
Description: (b)(4)					
Requisition Number: 150P1801166 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2018 - A - 150997 - PPPFEX - - D25191 - NONCOMP - 2528 - - - P020 - - 150997) Original Total: \$4,185,801.98 Change Total: \$0.00 Current Total: \$4,185,801.98					
0002	(b)(4)	Original:	EA	Original:	Original:
		1.000000		\$28,103,962.2800	\$28,103,962.28
		Change:		Change: \$0.0000	Change: \$0.00
		0.000000		Current:	Current:
		Current:		\$28,103,962.2800	\$28,103,962.28
		1.000000			
Period of Performance: (b)(4)					
Description:					
Requisition Number: 150P1801166 - 0001					
Pricing Options: Unexercised Option					

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0003	(b)(4)	Original:	EA	Original: \$0.0000	Original: \$0.00
		1.000000		Change: \$0.0000	Change: \$0.00
		Change:		Current: \$0.0000	Current: \$0.00
		0.000000			
		Current:			
		1.000000			
	Period of Performance (b)(4)				
	Description: (b)(4)				
	Requisition Number: 150P1801166 - 0001				
	Pricing Options: Unexercised Option				

CO: V'Anne Tugbang, vanne.tugbang@uspto.gov, (571)272-6550; CS: Randall.Christner@uspto.gov, (571) 270-0954; COR: Susan.Scanlon@USPTO.GOV, (703) 756-1561; (b)(6)

Accounting and Appropriations Data:

<p>Accounting and Funding Total:</p> <p>\$4,185,801.98</p>

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 01/25/2018		2. CONTRACT NO. (If any) DOC50PAPT1500003		6. SHIP TO:	
3. ORDER NO. 1333BJ18F00151002		4. REQUISITION/REFERENCE NO. 150P1801164		a. NAME OF CONSIGNEE ODM	
5. ISSUING OFFICE (Address correspondence to) Office of Procurement, US Patent and Trademark Office, PO Box 1450-Mail Stop 6, 600 Dulany St.,MDE, 7th Floor, ALEXANDRIA, VA 22313-1450				b. STREET ADDRESS US Patent and Trademark Office, Office of Data Management, 2800 South	
7. TO:				c. CITY Arlington	
a. NAME OF CONTRACTOR REED TECHNOLOGY AND INFORMATION SERVICES INC.		d. STATE VA		e. ZIP CODE 22206	
b. COMPANY NAME REED TECHNOLOGY AND INFORMATION SERVICES INC.		f. SHIP VIA			
c. STREET ADDRESS 7 WALNUT GROVE DR		8. TYPE OF ORDER			
d. CITY HORSHAM		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
e. STATE PA		f. ZIP CODE 19044-2201		REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA 2018-A-00-150997-PPGPUB-NONCOMP-2403-P012-D24152-150997-2018			10. REQUISITIONING OFFICE ODM, US Patent and Trademark Office, Office of Data Management, 2800 South Randolph Street, Arlington, VA 22206		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION	b. ACCEPTANCE				
16. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %					

17. SCHEDULE (See reverse for Rejections)

Item No. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
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See Lines

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$7,958,855.60	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME OFFICE OF FINANCE						\$7,958,855.60	17(i) GRAND TOTAL
	b. STREET ADDRESS(or P.O. Box) Dir. US Patent & Trademark Ofc, PO Box 1450, Mail Stop 17							
c. CITY Alexandria		d. STATE VA	e. ZIP CODE 22313					

22. UNITED STATES OF AMERICA BY (Signature) **Users, Tugbang, Vanne (Viola)**
Digitally signed by Users, Tugbang, Vanne (Viola)
 DN: dc=gov, dc=USPTO, cn=Users, cn=Tugbang, Vanne (Viola)
 Date: 2018.01.24 15:56:56 -0500

23. NAME (Typed)
V'Anne Tugbang
TITLE: CONTRACTING/ORDERING OFFICER

Section B - Supplies or Services and Prices/Costs

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	(b)(4) Ceiling:\$56,842,860.65	1.000000	EA	\$7,958,855.6000	\$7,958,855.60
	Period of Performance: (b)(4)				
	Description: (b)(4)				
	Requisition Number: 150P1801164 - 1				
	Pricing Options: Base				
	Additional Funding: 1. (2018 - A - 150997 - PPGPUB -- D24152 - NONCOMP - 2403 --- P012 -- 150997): \$7,958,855.60				
0002	(b)(4)	1.000000	EA	\$57,615,614.3800	\$57,615,614.38
	Period of Performance: (b)(4)				
	Description:				
	Requisition Number: 150P1801164 - 1				
	Pricing Options: Unexercised Option				
0003	(b)(4)	1.000000	EA	\$0.0000	\$0.00
	Period of Performance: (b)(4)				
	Description: (b)(4)				
	Requisition Number: 150P1801164 - 1				
	Pricing Options: Unexercised Option				

CO: V'Anne Tugbang, vanne.tugbang@uspto.gov, (571)272-6550; CS: Randall.Christner@uspto.gov, (571) 270-0954; COR: Susan.Scanlon@USPTO.GOV, (703) 756-1561; (b)(6)

Accounting and Appropriations Data:

<p>Accounting and Funding Total:</p> <p>\$7,958,855.60</p>

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 01/25/2018		2. CONTRACT NO. (If any) DOC50PAPT1500003		6. SHIP TO:	
3. ORDER NO. 1333BJ18F00151003		4. REQUISITION/REFERENCE NO. 150P1801165		a. NAME OF CONSIGNEE ODM	
5. ISSUING OFFICE (Address correspondence to) Office of Procurement, US Patent and Trademark Office, PO Box 1450-Mail Stop 6, 600 Dulany St.,MDE, 7th Floor, ALEXANDRIA, VA 22313-1450				b. STREET ADDRESS US Patent and Trademark Office, Office of Data Management, 2800 South	
7. TO:				c. CITY Arlington	
a. NAME OF CONTRACTOR REED TECHNOLOGY AND INFORMATION SERVICES INC.		d. STATE VA		e. ZIP CODE 22206	
b. COMPANY NAME REED TECHNOLOGY AND INFORMATION SERVICES INC.		f. SHIP VIA			
c. STREET ADDRESS 7 WALNUT GROVE DR		8. TYPE OF ORDER			
d. CITY HORSHAM		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
e. STATE PA		f. ZIP CODE 19044-2201		REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA 2018-A-00-150997-PPGPUB-NONCOMP-2403-P012-D24151-150997-2018			10. REQUISITIONING OFFICE ODM, US Patent and Trademark Office, Office of Data Management, 2800 South Randolph Street, Arlington, VA 22206		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %
a. INSPECTION	b. ACCEPTANCE				

17. SCHEDULE (See reverse for Rejections)

Item No. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
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See Lines

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$12,017,818.25	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME OFFICE OF FINANCE						\$12,017,818.25	17(i) GRAND TOTAL
	b. STREET ADDRESS(or P.O. Box) Dir. US Patent & Trademark Ofc, PO Box 1450, Mail Stop 17							
c. CITY Alexandria		d. STATE VA	e. ZIP CODE 22313					
22. UNITED STATES OF AMERICA BY (Signature) Users, Tugbang, Vanne (Viola)						23. NAME (Typed) V'Anne Tugbang		TITLE: CONTRACTING/ORDERING OFFICER

Digitally signed by Users, Tugbang, Vanne (Viola)
DN: dc=gov, dc=USPTO, cn=Users, cn=Tugbang, Vanne (Viola)
Date: 2018.01.25 05:55:48 -05'00'

Section B - Supplies or Services and Prices/Costs

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	(b)(4)	1.000000	EA	\$12,017,818.2500	\$12,017,818.25
	Period of Performance: (b)(4)				
	Description: (b)(4)				
	Requisition Number: 150P1801165 - 1				
	Pricing Options: Base				
	Additional Funding: 1. (2018 - A - 150997 - PPGPUB -- D24151 - NONCOMP - 2403 --- P012 -- 150997): \$12,017,818.25				
0002	(b)(4)	1.000000	EA	\$87,572,966.5000	\$87,572,966.50
	Period of Performance: (b)(4)				
	Description:				
	Requisition Number: 150P1801165 - 1				
	Pricing Options: Unexercised Option				
0003	(b)(4)	1.000000	EA	\$0.0000	\$0.00
	Period of Performance: (b)(4)				
	Description: (b)(4)				
	Requisition Number: 150P1801165 - 1				
	Pricing Options: Unexercised Option				

CO: V'Anne Tugbang, vanne.tugbang@uspto.gov, (571)272-6550; CS: Randall.Christner@uspto.gov, (571) 270-0954; COR: Susan.Scanlon@USPTO.GOV, (703) 756-1561; (b)(6)

Accounting and Appropriations Data:

<p>Accounting and Funding Total:</p> <p>\$12,017,818.25</p>
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