

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

This is a total 100% small business set aside requirement. The North American Industry Classification System (NAICS) code associated with this requirement is 541513 - Computer Facilities Management Services, and the associated small business size standard is \$27.5 million.

B.1 Period of Performance

Base Year (CLINs 0001-0009)	August 15, 2017 – August 14, 2018
Option Year 1 (CLINs 1001-1008)	August 15, 2018 – August 14, 2019
Option Year 2 (CLINs 2001-2008)	August 15, 2019 – August 14, 2020
Option Year 3 (CLINs 3001-3008)	August 15, 2020 – August 14, 2021
Option Year 4 (CLINs 4001-4008)	August 15, 2021 – August 14, 2022
Option Year 5 (CLINs 5001-5008)	August 15, 2022 – August 14, 2023
Option Year 6 (CLINs 6001-6008)	August 15, 2023 – August 14, 2024

B.2 Minimum/Maximum Contract Limitation

The minimum ordering amount for this contract is (b)(4)

The maximum cumulative ceiling value in this procurement, including both Time and Material (T&M) and Firm Fixed Price (FFP) Contract Line Item Numbers (CLINs), is (b)(4). The contractor shall not make expenditures nor incur obligations in the performance of this contract that exceed the ceiling price specified herein, except at the Contractor’s own risk.

B.3 Schedule of Prices

BASE PERIOD:

CLIN	DESCRIPTION	TOTAL PRICE/COST				
0001	The Contractor shall furnish the Government with End User Support Services in accordance with the Statement of Work. Labor categories and prices are provided in Attachment 1.	NOT TO EXCEED:				
0001AA	End User Support Services in accordance with the Statement of Work: Warehouse Operations Support (C.8), Audio Visual Support (C.9), Test & Evaluation Hardware Support (C.11), Security Operations & Enterprise Monitoring (C.12), Network Operations & Maintenance (C.14), Network Cabling (C.15), Collaboration Services and Support (C.16), Remote Site End User Support (C.18), and Electronic Business Center Support (C.20).	(b)(4)				
0001AB	Special Projects					
0002	Necessary Material Equipment & Travel. ODCs will be defined & approved by CO, COR or TOM as needed. The supplies and travel will be listed on individual task orders and procured on a cost reimbursable basis.					
	(b)(4)	QTY	UNIT	UNIT PRICE	(b)(4)	
0003	Authorization & Assessment	12	MO	(b)(4)	(b)(4)	
0004	Desktop Field Support	12	MO			
0005	Technical Writing /Documentation	12	MO			
0006	Release Control Branch	12	MO			
0007	Desktop Deployments	12	MO			
0008	Desktop Moves	12	MO			
0009	(b)(4)	(b)(4)				NSP
TOTAL CLINs 0001-0009				(b)(4)		

(b)(4)

OPTION PERIOD 1:

CLIN	DESCRIPTION	TOTAL PRICE/COST			
1001	The Contractor shall furnish the Government with End User Support Services in accordance with the Statement of Work. Labor categories and prices are provided in Attachment 1.	NOT TO EXCEED:			
1001AA	End User Support Services in accordance with the Statement of Work: Warehouse Operations Support (C.8), Audio Visual Support (C.9), Test & Evaluation Hardware Support (C.11), Security Operations & Enterprise Monitoring (C.12), Network Operations & Maintenance (C.14), Network Cabling (C.15), Collaboration Services and Support (C.16), Remote Site End User Support (C.18), and Electronic Business Center Support (C.20).	(b)(4)			
1001AB	Special Projects				
1002	Necessary Material Equipment & Travel. ODCs will be defined & approved by CO, COR or TOM as needed. The supplies and travel will be listed on individual task orders and procured on a cost reimbursable basis.				
(b)(4)		QTY	UNIT	UNIT PRICE	(b)(4)
1003	Authorization & Assessment	12	MO	(b)(4)	(b)(4)
1004	Desktop Field Support	12	MO		
1005	Technical Writing /Documentation	12	MO		
1006	Release Control Branch	12	MO		
1007	Desktop Deployments	12	MO		
1008	Desktop Moves	12	MO		
TOTAL CLINs 1001-1008					(b)(4)

OPTION PERIOD 2:

CLIN	DESCRIPTION	TOTAL PRICE/COST			
2001	The Contractor shall furnish the Government with End User Support Services in accordance with the Statement of Work. Labor categories and prices are provided in Attachment 1.	NOT TO EXCEED:			
2001AA	End User Support Services in accordance with the Statement of Work: Warehouse Operations Support (C.8), Audio Visual Support (C.9), Test & Evaluation Hardware Support (C.11), Security Operations & Enterprise Monitoring (C.12), Network Operations & Maintenance (C.14), Network Cabling (C.15), Collaboration Services and Support (C.16), Remote Site End User Support (C.18), and Electronic Business Center Support (C.20).	(b)(4)			
2001AB	Special Projects				
2002	Necessary Material Equipment & Travel. ODCs will be defined & approved by CO, COR or TOM as needed. The supplies and travel will be listed on individual task orders and procured on a cost reimbursable basis.				
(b)(4)		QTY	UNIT	UNIT PRICE	(b)(4)
2003	Authorization & Assessment	12	MO	(b)(4)	(b)(4)
2004	Desktop Field Support	12	MO		
2005	Technical Writing /Documentation	12	MO		
2006	Release Control Branch	12	MO		
2007	Desktop Deployments	12	MO		
2008	Desktop Moves	12	MO		
TOTAL CLINs 2001-2008					(b)(4)

OPTION PERIOD 3:

CLIN	DESCRIPTION	TOTAL PRICE/COST			
3001	The Contractor shall furnish the Government with End User Support Services in accordance with the Statement of Work. Labor categories and prices are provided in Attachment 1.	NOT TO EXCEED:			
3001AA	End User Support Services in accordance with the Statement of Work: Warehouse Operations Support (C.8), Audio Visual Support (C.9), Test & Evaluation Hardware Support (C.11), Security Operations & Enterprise Monitoring (C.12), Network Operations & Maintenance (C.14), Network Cabling (C.15), Collaboration Services and Support (C.16), Remote Site End User Support (C.18), and Electronic Business Center Support (C.20).	(b)(4)			
3001AB	Special Projects				
3002	Necessary Material Equipment & Travel. ODCs will be defined & approved by CO, COR or TOM as needed. The supplies and travel will be listed on individual task orders and procured on a cost reimbursable basis.				
FIRM-FIXED PRICE CLINs:		QTY	UNIT	UNIT PRICE	(b)(4)
3003	Authorization & Assessment	12	MO	(b)(4)	(b)(4)
3004	Desktop Field Support	12	MO		
3005	Technical Writing /Documentation	12	MO		
3006	Release Control Branch	12	MO		
3007	Desktop Deployments	12	MO		
3008	Desktop Moves	12	MO		
TOTAL CLINs 3001-3008					(b)(4)

OPTION PERIOD 4:

CLIN	DESCRIPTION	TOTAL PRICE/COST			
4001	The Contractor shall furnish the Government with End User Support Services in accordance with the Statement of Work. Labor categories and prices are provided in Attachment 1.	NOT TO EXCEED:			
4001AA	End User Support Services in accordance with the Statement of Work: Warehouse Operations Support (C.8), Audio Visual Support (C.9), Test & Evaluation Hardware Support (C.11), Security Operations & Enterprise Monitoring (C.12), Network Operations & Maintenance (C.14), Network Cabling (C.15), Collaboration Services and Support (C.16), Remote Site End User Support (C.18), and Electronic Business Center Support (C.20).	(b)(4)			
4001AB	Special Projects				
4002	Necessary Material Equipment & Travel. ODCs will be defined & approved by CO, COR or TOM as needed. The supplies and travel will be listed on individual task orders and procured on a cost reimbursable basis.				
(b)(4)		QTY	UNIT	UNIT PRICE	(b)(4)
4003	Authorization & Assessment	12	MO	(b)(4)	(b)(4)
4004	Desktop Field Support	12	MO		
4005	Technical Writing /Documentation	12	MO		
4006	Release Control Branch	12	MO		
4007	Desktop Deployments	12	MO		
4008	Desktop Moves	12	MO		
TOTAL CLINs 4001-4008					(b)(4)

OPTION PERIOD 5:

CLIN	DESCRIPTION	TOTAL PRICE/COST			
5001	The Contractor shall furnish the Government with End User Support Services in accordance with the Statement of Work. Labor categories and prices are provided in Attachment 1.	NOT TO EXCEED:			
5001AA	End User Support Services in accordance with the Statement of Work: Warehouse Operations Support (C.8), Audio Visual Support (C.9), Test & Evaluation Hardware Support (C.11), Security Operations & Enterprise Monitoring (C.12), Network Operations & Maintenance (C.14), Network Cabling (C.15), Collaboration Services and Support (C.16), Remote Site End User Support (C.18), and Electronic Business Center Support (C.20).	(b)(4)			
5001AB	Special Projects				
5002	Necessary Material Equipment & Travel. ODCs will be defined & approved by CO, COR or TOM as needed. The supplies and travel will be listed on individual task orders and procured on a cost reimbursable basis.				
(b)(4)		QTY	UNIT	UNIT PRICE	(b)(4)
5003	Authorization & Assessment	12	MO	(b)(4)	
5004	Desktop Field Support	12	MO		
5005	Technical Writing /Documentation	12	MO		
5006	Release Control Branch	12	MO		
5007	Desktop Deployments	12	MO		
5008	Desktop Moves	12	MO		
TOTAL CLINs 5001-5008					

OPTION PERIOD 6:

CLIN	DESCRIPTION	TOTAL PRICE/COST			
6001	The Contractor shall furnish the Government with End User Support Services in accordance with the Statement of Work. Labor categories and prices are provided in Attachment 1.	NOT TO EXCEED:			
6001AA	End User Support Services in accordance with the Statement of Work: Warehouse Operations Support (C.8), Audio Visual Support (C.9), Test & Evaluation Hardware Support (C.11), Security Operations & Enterprise Monitoring (C.12), Network Operations & Maintenance (C.14), Network Cabling (C.15), Collaboration Services and Support (C.16), Remote Site End User Support (C.18), and Electronic Business Center Support (C.20).	(b)(4)			
6001AB	Special Projects				
6002	Necessary Material Equipment & Travel. ODCs will be defined & approved by CO, COR or TOM as needed. The supplies and travel will be listed on individual task orders and procured on a cost reimbursable basis.				
(b)(4)		QTY	UNIT	UNIT PRICE	(b)(4)
6003	Authorization & Assessment	12	MO	(b)(4)	
6004	Desktop Field Support	12	MO		
6005	Technical Writing /Documentation	12	MO		
6006	Release Control Branch	12	MO		
6007	Desktop Deployments	12	MO		
6008	Desktop Moves	12	MO		
TOTAL CLINs 6001-6008					
GRAND TOTAL ALL CLINs:					(b)(4)

(a) For CLIN 0001 and if options are exercised, CLINs 1001, 2001, 3001, 4001, 5001 and 6001, the Government reserves the right to order all or any combination of labor categories specified in Attachment 1, during the applicable period of performance. Attachment 1 will be used to price the following tasks, which comprise CLIN 0001, and

corresponding option CLINs: (1) Warehouse Operations Support, (2) Audio Visual Support, (3) Test & Evaluation Hardware Support, (4) Security Operations & Enterprise Monitoring, (5) Network Operations & Maintenance, (6) Network Cabling, (7) Collaboration Services and Support, (8) Remote Site End User Support, and (9) Electronic Business Center Support; all of which will be ordered on a task order level basis. Total cost for each CLIN shall not exceed the Total Cost proposed by vendor.

(b) CLIN 0002 and if options are exercised, CLINs 1002, 2002, 3002, 4002, 5002 and 6002, are for Other Direct Costs (ODC) such as but not limited to supplies, travel, etc. required under this Contract and shall be provided on a cost reimbursement basis, in accordance with the Contractor's usual accounting procedures, consistent with Part 31 of the Federal Acquisition Regulation (FAR) and Federal Travel Regulations (FTR).

B.4 Contract Type

The Government is awarding a single Indefinite Delivery/Indefinite Quantity type, Performance-Based Acquisition Contract, consisting of T&M and FFP CLINs.

B.5 Task Order Structure

(a) The contract awardee (Contractor) shall have the capacity and capability to perform all aspects of the work identified in **Section C, Performance Work Statement (PWS)**. Work to be performed under the terms of this contract will be awarded to Contractor by issuance of task orders (TO).

(b) Task orders may be a hybrid of FFP and level of effort TM orders for End User Support (EUS) efforts.

(c) Task orders will be performance-based and will include the performance metrics when issued.

B.5.1 Level of Effort Tasks

The Contractor shall perform all work and provide all required task order deliverables within the level of effort specified in **Section B.3, Schedule of Prices**. The Government intends to order up to the number of estimated direct labor hours specified under CLIN 0001 and all associated CLINs specified in Section B.3, during the contract base year and each option period, an amount which represents the Government's best estimate of the level of effort required to fulfill its requirements.

B.5.2 Labor Hour Pricing Rates

(a) All task orders will be priced in accordance with the labor categories and rates set forth in Attachment 1, Labor Categories Descriptions and Rates, which represents fully-loaded hourly rates for each skill classification. Fully-burdened labor rates include all direct, indirect, general and administrative costs and profit associated with providing the required skill. The fully-burdened labor rates include all labor and labor-related costs, such as, but not limited to, the following list of representative labor-related costs: salaries, wages, bonuses to include stock bonuses, incentive awards, employee stock options, stock appreciation rights, employee stock ownership plans, employee insurance, fringe benefits, contributions to pension, other post-retirement benefits, annuity, employee incentive compensation plans, incentive pay, shift differentials, overtime, vacation time, sick pay, holidays, and all other allowances based upon a comprehensive employee compensation plan. The use of uncompensated overtime is not encouraged. All hourly rates are based on a 40-hour work-week (ex. 1,920 hours per year or in accordance with the Contractor's Cost Accounting Standards (CAS) Disclosure Statement), if available. The loaded hourly rates are ceiling price rates and the Contractor may, at its discretion, elect to propose lower hourly rates on a task by task basis.

(b) Government Site Rates. The Contractor shall furnish fully-burdened Government site labor rates. The Government site rates shall only be applied for Contractor staff provided with government site office space. If the Contractor staff is located off-site at the Contractor facility and needs to periodically perform work at the Government site, then the Contractor shall apply the Contractor site rate for work performed. The Government will provide only office space, furniture, office equipment, and supplies as specified in each individual Task Order. Office equipment would include the use of personal computers and office automation software, to the extent that the Contractor personnel have been granted access to USPTO IT systems. For pricing purposes, offerors should assume Contractor provision of personal

computers.

(c) Contractor Site Rates. The Contractor shall furnish fully-burdened Contractor site labor rates. The Contractor site rates shall only be applied for Contractor staff provided with Contractor site office space. If the Contractor staff is located off-site at the Contractor facility and needs to periodically perform work at the Government site, then the Contractor shall apply the Contractor site rate for work performed. The Contractor site rates shall include all normal supplies and services required to support the work. This includes, but is not limited to, telephones, faxes, copiers, personal computers, postage (to include courier services such as Federal Express), ordinary business software (e.g., word processing, spreadsheets, graphics, etc.), normal copying and reproduction costs.

(d) Program Management Support Costs. Contract-level program management support costs are deemed indirect costs, and are therefore included in the total hourly labor rates for each task order, and encompass support for contract-level management, reporting requirements (See Section F) and related travel and meeting attendance costs associated with the Contractor's program management staff, as it relates to overall management of the EUS program. These "program management" support costs are differentiated from individual task order "Task Manager I" or "Task Manager II" support costs, which are billed as direct costs against individual task orders for direct support to the effort performed under those task orders. This will result in direct billings at the task order level for labor hours in the "Task Manager" or "Project Manager" categories, to specifically support project management for the task order.

B.5.3 Rate Refreshment

(a) The labor rates are fixed for all contract year periods, however, the Contractor may submit a proposal reducing the fixed labor rates at any time during the life of this contract. The proposed labor rates for the out years for Option 1 – Option 6 should be all inclusive of any escalations. The Government will review these proposals and determine if the revised rates are realistic and in the best interest of the Government. If the rates are accepted, the Government will modify the contract by incorporating the new rates into the contract.

(b) At any time and throughout the life of the contract, at the request of either the Contractor or the Government, the Contractor may propose additional labor categories, rates and descriptions in addition to the Government labor categories. These additional labor categories, rates and descriptions will be negotiated on a case-by-case basis (See Section H.26 for process). The additional categories, rates and descriptions proposed, upon determination by the Government that they are fair and reasonable, will be incorporated by modification into the contract.

B.5.4 Indirect Labor

Contractor employees who do not provide direct services to the Government under the EUS contract, but who instead provide support or contribute to the overall operation of the Contractor's company, such as company management, accountants, attorneys, and other company-wide staff not specifically supporting the EUS program, are termed "indirect labor." Indirect labor costs shall be included in the Contractor's indirect pool. Task orders for any indirect labor shall not be issued under the EUS contract.

END OF SECTION B

SECTION C – DESCRIPTION/PERFORMANCE WORK STATEMENT

C.1 General

This Performance Work Statement (PWS) describes USPTO’s requirement for Information Technology (IT) End User Support (EUS) Services in support of the Office of the Chief Information Officer (OCIO).

C.2 Definitions and Acronyms

(a) Deployment - Generally, a deployment is defined, for the purposes of this requirement, as the issuance, installation or replacement of any desktop, peripheral or component moved, delivered or installed into service by the Contractor. These components shall be fully functional and configured in accordance with the current standards of the agency (this includes loading and testing all mandatory and optional software). The replacement of a desktop, peripheral or component by the Contractor must be equivalent to or exceeds current performance. If the customer has data files, documents, or other files on defective desktop hardware, or during a scheduled replacement, the Contractor shall ensure that such files (when not damaged) are transferred to the replacement computer.

(b) Microcomputer - The term “microcomputer” includes microcomputer, mini-tower, PC, desktop, laptop or notebook.

(c) Mobile Devices - The term “mobile device” is defined as a small computing device, typically small enough to be handheld, and is often referred to as Handhelds, Smartphones, Tablets, etc.

(d) Work Station consists of a Central Processing Unit (CPU), dual monitors, and printers.

(e) Untested means the hardware has yet to be tested by the Test and Evaluation Hardware (TEHW) group.

(f) See Attachment Six (6) for acronyms commonly used in this solicitation.

C.3 Locations

The Contractor shall provide support to the following USPTO government locations in the performance of its contract.

(a) **USPTO Headquarters** – The location of the Headquarters is 600 Dulany St., Alexandria, VA 22314. This also includes several other USPTO locations in the general vicinity of USPTO Headquarters – see the list below:

CLC	Carlyle Center	1925 Ballenger Avenue, Alexandria, VA 22314
CPL	Carlyle Place Building	2051 Jamieson Avenue, Alexandria, VA 22314
CTH	Carlyle Townhouse	551 John Carlyle Street, Alexandria, VA 22314
DKS	Duke Street	2000 Duke Street, Alexandria, VA 22314
ETH	Elizabeth Townhouse	550 Elizabeth Lane, Alexandria, VA 22314
JEF	Jefferson Building	500 Dulany Street, Alexandria, VA 22314
KNX	Knox Building	501 Dulany Street, Alexandria, VA 22314
MDW	Madison Building - West Wing	600 Dulany Street, Alexandria, VA 22314
MDE	Madison Building – East Wing	600 Dulany Street, Alexandria, VA 22314
REM	Remsen Building	400 Dulany Street, Alexandria, VA 22314
RND	Randolph Building	401 Dulany Street, Alexandria, VA 22314

(b) **Terminal Center (Newington Warehouse)** - the location of the Terminal Center is 8430 Terminal Road, Lorton, VA, 22079.

(c) **Franconia Warehouse** - located at 6808 Loisdale Road, Springfield, VA 22150.

(d) **Randolph Square Building** - located at 2800 S. Randolph Street, Arlington, VA 22206.

(e) **Boyers Underground Storage Facility** - 1137 Branchton Road, Boyers, PA 16020

(f) **Regional Offices** –include, but not limited to, the following locations:

(1) The Terminal Annex Federal Building at 207 Houston Street, Dallas, Texas 75202

(2) The Byron G. Rogers Federal Building at 1961 Stout Street, Denver, Colorado 80294

(3) The Elijah J. McCoy Office at 300 River Place S., Suite 2900, Detroit, Michigan 48207

(4) The Silicon Valley Office at 200 E. Santa Clara Street, San Jose, California 95113

(5) **Temporary Site Addresses**

i. Silicon Valley Office, 345 Middlefield Road, Building One, Second Floor, Menlo Park , CA 94025

ii. Santa Fe Federal Building, 1114 Commerce Street, 7th Floor, Dallas, TX 75242

*Some work specified in this PWS may be performed in Contractor offices using Contractor furnished equipment.

C.4 Background

(a) The mission of the United States Patent and Trademark Office (USPTO) is to promote industrial and technical progress and to strengthen the national economy through the administration of laws and regulations related to United States patents and trademarks. USPTO conducts its mission by examining patent and trademark applications, issuing patents and registering trademarks, disseminating patent and trademark information to the public, and encouraging a domestic and international climate in which intellectual property can flourish. The agency is comprised of two major components – the patent organization and the trademark organization. The organizations are supported by business units comprised of engineers, scientists, attorneys, analysts and computer specialists and have a combined workforce that exceeds twelve thousand (12,000) Federal employees and approximately two hundred fifty (250) regional employees.

(b) USPTO is supported by an IT infrastructure of hardware, system software, and network communications deployed in support of its mission. The IT infrastructure provides access to application systems and office automation tools used in the performance of work processes.

(c) USPTO's senior leadership has placed the availability of a consistent, available, and reliable network and data processing services as its top priority, as IT is the mission-critical enabler for every USPTO business function. The productivity level of patent and trademark operations is dependent on the performance of USPTO's IT systems. OCIO strives to ensure these IT systems are maintained and in a ready state for daily operations. The EUS contractor shall directly contribute to USPTO's Operational Readiness through the provision of support services critical to the operations and maintenance of USPTO's IT infrastructure.

C.5 Description of Requirements (CLINs 0001-0008, and if options are exercised, 1001-1008, 2001-2008, 3001- 3008, 4001-4008, 5001-5008, and 6001- 6008)

(a) The Contractor shall provide solutions that meet or exceed the requirements and performance standards below in

performing CLIN 0001-0008 and, if options are exercised, **1001-1008, 2001-2008, 3001-3008, 4001-4008, 5001-5008, and 6001- 6008**). Attachment 1, Labor Category Descriptions and Rates, contains the labor categories and labor category descriptions that will be used in the performance of this contract for those requirements listed under CLIN 0001, and if options are exercised, CLINs 1001, 2001, 3001, 4001, 5001 and 6001.

(b) This PWS is organized in the following manner, and apply to all IT support services required under this contract including, but not limited to:

1. Desktop Deployments and Moves (§C.6.2)
2. Desktop Field Support (§C.7.2)
3. Warehouse Operations Support (§C.8.2)
4. Audio Visual Support (§C.9.2)
5. Technical Writing / Document Development (§C.10.2)
6. Test & Evaluation Hardware Support (§C.11.2)
7. Security Operations & Enterprise Monitoring (§C.12.2)
8. Release Control Branch Support (§C.13.2)
9. Network Operations & Maintenance (§C.14.2)
10. Network Cabling (§C.15.2)
11. Collaboration Services and Support (§C.16.2)
12. Authorization & Assessment (A&A) (§C.17)
13. Remote Site End User Support (§C.18)
14. Electronic Business Center Support (§C.19, §C.20)
15. Future Requirements (§C.21)

(c) All IT support areas are introduced by a general description or a detailed description of the requirements and performance measures, which presently exist here at USPTO. The description is followed by a requirements section, which provides specific requirements applicable to the IT support services area. The Contractor shall provide solutions that meet or exceed the current environments of the discrete IT support areas, the specific requirements, and performance measures described therein.

(d) The USPTO is undergoing a project called Contact Center Modernization (CCM), in which the Electronic Business Center (EBC) task may eventually be transferred over to that project. In addition, Desktop Deployments and Moves may eventually be performed by the Government. In the event that this happens, USPTO will reevaluate the contract requirements at that time and make any necessary adjustments through negotiated modification(s). Specifics are not known at this time.

C.6 Desktop Deployments and Moves (DDM)

C.6.1 Desktop Deployments and Moves – Description

For the purpose of this PWS, a deployment can be defined as the issuance, installation or replacement of any desktop, peripheral or component moved, delivered or installed into service by the Contractor. These components shall be fully functional and configured in accordance with the current standards of USPTO (this includes loading and testing all mandatory and optional software). If replacing a desktop, peripheral or component, the replacement must be of equivalent or better performance. If the customer has data files, documents, or other files on defective desktop hardware, or during a scheduled replacement, the Contractor shall ensure such files (when not damaged) are transferred to the replacement computer.

C.6.2 Desktop Deployments and Moves – Requirements

(a) The Government will establish installation dates within three (3) days of request receipt. The Contractor shall:

- (1) Support desktop deployments and moves from 8:00 am to 5:00 pm local time.

- (2) Check SharePoint for moves and deployments minimally once a day (at the end of each business day).
- (3) Commit to a four (4) hour timeslot with the customer to complete installation.
- (4) Deploy an average of thirty-one (31) workstations per week (average of 6.2 per business day). A workstation consists of a Central Processing Unit (CPU), dual monitors, and printer. For the purposes of calculating the number of workstations deployed per day, the following activities shall be considered equivalent to one (1) workstation deployment.
 - i. Three (3) peripheral delivery/set-ups (e.g. 21-inch LCD monitor to 21-inch LCD monitor , 24-inch LED Backlit monitor to 24-inch LED Backlit monitor) to include replacements of like types/models).Two (2) peripheral upgrade replacements (e.g. 21-inch LCD monitor to 24-inch LED Backlit monitor).
 - ii. One (1) network printer and CPU installation/replacement.
- (5) Move and surplus, on average, up to thirteen (13) desktop hardware units per day. A unit may be a workstation or a single stand-alone device, such as a network printer. The number of moves per business area per day is as follows: Pooled – thirteen (13) per day.
- (6) Complete requests to move ten (10) or fewer desktop hardware units within one (1) day of receipt of new request work order in SharePoint provided that that request involves the movement of equipment to and from areas that are accessible via the concourse, thus eliminating the need for vehicular transport. Exceptions may be made if customer requests a later, specific move date.
- (7) Support deployments, to include CPU/laptop replacements, moves, and surpluses, to the following warehouses listed in Table Two (2) below:

Table Two (2): Warehouse Locations

Warehouse	Address
Franconia Warehouse	6808 Loisdale Road Springfield, VA
Newington Warehouse Terminal Center	8430 Terminal Road Lorton, VA

- (8) Remove old workstation and peripherals at the time of deployment/replacement. Any exceptions to this must be confirmed via the Task Order Manager (TOM).
- (9) Replace all approved items purchased by the government during the deployment unless the customer requests otherwise. Items include accessories, which may include network cables, speakers, mice, keyboards, etc. All items not used by customer shall be added to the spare parts inventory.
- (10) Perform hardware/software-related services requested by the customer during deployments or replacements that require less than thirty (30) minutes to complete. In the event the service will exceed thirty (30) minutes, the Contractor shall create a change record for the customer to permit a technician to complete the request on a separate visit (e.g. move local printer from customer’s old PC to new PC).
- (11) Support the government provided desktop hardware storage area as follows:
 - i. Log all hardware as it enters and leaves the storage area.
 - ii. Test all hardware as it arrives in the storage area. Label the hardware with a brief description of any problems identified during testing.
 - iii. Perform the quarterly asset certification.

- iv. Label, box, and shelve speakers, cables, keyboards, and small peripherals.
 - v. Serve as the POC for any storage room hardware to be deployed or surplus.
 - vi. Sign in and out lockdown kit items (e.g., locks, cables, brackets, etc.).
 - vii. Staff the storage area Monday through Friday, from 8:00 am to 5:00 pm.
- (12) Provide dedicated technical customer service follow up staff per site visit within one (1) day following a PC/peripheral replacement/installation or move/relocation. The representative shall:
- i. Follow up with customers regarding the replacement/installation/move process, answer any questions, and resolve any outstanding issues related to the replacement/installation/move.
 - ii. Provide a report to the Contractor's Program Manager (PMger) regarding lessons learned during follow up for incorporation into the daily process. The PMger will then provide this report to the Government TOM during the monthly status report.
 - iii. Leave a written message to include the purpose of the visit, contact information, and an indication that follow up will occur the next business day if a customer is unavailable during a visit. The representative shall revisit the customer for three (3) business days. If a customer is out of the office for an extended period of time after a replacement, it is the responsibility of the follow up team to ensure the customer is contacted upon returning to the office. If, after three (3) business days and a determination that the customer is not on leave or the representative is unable to receive a response from the customer, the representative shall consider the follow up to be complete.
- (13) Retain the customer's old PC (unless otherwise instructed by the TOM) after a replacement for five (5) business days in the event the customer experiences issues that require resolution with the old PC.
- (14) Provide USPTO personnel the list of users who are unable to receive Saturday deliveries by noon for telework deployment.
- (15) Update all telework depot stock laptops with images as images are released by USPTO.
- (16) Configure, reset, and/or reconfigure telework routers in accordance with instruction provided by the TOM.
- (17) Perform full functionality tests on all returned telework equipment.
- (18) Conduct weekly quality control (QC) visits to all telework classrooms every Wednesday and follow up the next day to correct discrepancies found in the student and instructors' computer equipment set(s).
- (19) Provide a Kensington type lock down cable for any laptop or desktop delivered or installed into service for use within a USPTO building or leased space. The Contractor shall be responsible for scanning the laptop to the appropriate property custodian assigned to the user and location. The Contractor shall also provide the combination or key for the Kensington lock to the assigned user of the laptop.
- (20) Resolve any problems associated with CPU/Universal Laptop (UL) laptop replacements, deployments, or moves within the Incident Ticket Response Time.
- (21) Complete all service requests associated with the desktop computers or Universal Laptops. These requests may originate in the form of a service ticket and include, but are not limited to, hardware upgrades, local software installs, group printer installs/moves, printer, scanner, barcode readers (BCR), and other peripheral installs. Service request scheduling shall occur on a first come, first serve basis.
- (22) Document all desktop deployment and move work performed in the appropriate task record and all customer communications in the appropriate problem, change, or task record in a timely manner, within one (1) business day or less.

- (23) Do not close or resolve any change records without concurrence from the customer. The Contractor shall update SharePoint upon completion of work. Attempts to communicate with the customer shall be conducted via voicemail, email, or by physically visiting the customer's office. Customer contacts shall be limited to three (3) separate attempts over three (3) consecutive business days, unless the customer is out of the office. If the customer does not have phone or email and there is a designated POC, the Contractor shall contact the POC. If the Contractor is aware that the customer is out of the office, attempts to contact the customer shall be postponed until the customer returns to the office, unless otherwise directed by the Government TOM.
- (24) All hardware and supplies provided under this task order must be approved by the USPTO Test and Evaluation (T&E) Hardware (HW)/Software (SW) team unless an exception is approved by the TOM. If the Contractor encounters unapproved HW or SW during a move, deployment or replacement, the TOM must be notified.
- (25) Utilize mobile asset-tracking devices to record all hardware changes as soon as the change is completed. The Contractor shall not change an Information Technology Service Management (ITSM) ticket status to pending or closed until the scan is complete. Verification of successful scanning shall be completed by the following business day and any errors detected shall be corrected as appropriate. Asset pick up, drop off and delivery shall be managed through the existing USPTO Asset Management process.
- (26) Utilize Knowledge Base, CSM and TELEWORK websites as they relate to the Telework and Customer Support & Monitoring Division (CSMD)/ Desktop Services Branch (DSB) support and as necessary, submit feedback to enhance usability.
- (27) Provide "best effort" support to untested USPTO laptops and docking stations. Best effort is defined as within the set SLA (of 4 hours) but not beyond forty-eight (48) hours. The Contractor shall inform the customer and, if necessary, the TOM of status. Contractor shall attempt to set customer expectations at the time the ticket is serviced. Contractor shall attempt to work within the requirements of the appropriate Service Level Agreement (SLA) if possible.

C.7 Desktop Field Support

C.7.1 Desktop Field Support – Description

Desktop Field Support (DFS) hours shall be from 5:30 am to 12:00 am (midnight) local time of the requesting site, Monday through Friday with the exception of DFS and DDM Dispatch activity which occurs from 7:00 am to 6:00 pm, and from 5:30 am to 10:00 pm local time, Saturday, Sunday and Holidays (excluding Christmas Day, New Year's Day and Thanksgiving). Scheduled group printer daily check support occurs between 7:30 am and 6:30 pm every day (excluding Christmas Day, New Year's Day and Thanksgiving). Group printer hardware support occurs between 6:00 am – 6:00 pm every business day and group printer software and server administration support occurs between 7:30 am – 6:30 pm every business day.

C.7.2 Desktop Field Support – Requirements

- (a) The Contractor shall maintain a minimum ninety-five percent (95%) customer satisfaction rating at all times. This translates to the Contractor receiving no more than five percent (5%) "re-opened" and "unsatisfactory" ratings. Ratings will be measured through the Customer Quality Check process. The rating levels given during the quality checks are outstanding, very good, satisfactory, unsatisfactory, and re-open.
- (b) Whenever working on desktop equipment, the Contractor shall use a grounding strap to protect the equipment from Electrostatic Discharge (ESD) damage. The grounding strap should conform to the American National Standards Institute (ANSI) standards in regard to electronic overstress (EOS) /ESD Grounding. The strap should be tested for functionality on a regular basis (daily testing is recommended). In addition to the strap, all electronic components

should always be stored in enclosed anti-static bags when not being handled.

(c) Any desktop, peripheral or component moved, delivered or installed into service by the Contractor shall be fully functional. If replacing a desktop, peripheral or component, replacement must be equivalent or of better performance, unless otherwise directed by the TOM.

(d) If a desktop or laptop computer is replaced or hard drive “re-baselined,” the Contractor shall use checklists that identify the primary steps in the process. The physically or electronically signed off technician checklist for each ticket involving the replacement of a desktop or laptop computer or “re-baselining” of a hard drive, shall be retained by the Contractor and made available upon request to the Government. For each ticket that involves replacing a customer’s computer or re-baselining the customer’s hard drive, the assigned Contractor’s technician shall be required to physically or electronically sign off that all steps have been properly completed and included at least the following items listed below;

- (1) The correct ticket number.
- (2) The identification of the correct USPTO baseline.
- (3) Completion of the current OCIO identified post-Ghost steps.
- (4) Placement into the correct Active Directory organizational unit (OU).
- (5) Restoration of user data files and documents.
- (6) The installation and configuration of additional approved software applications that were installed on the computer prior to failure or “re-baselining”.
- (7) Any additional required steps as determined necessary by the Contractor and approved by the Government.

(e) The Contractor shall perform any additional required steps as determined necessary by the Contractor and approved by the Government as they relate to Desktop Field Support services. If the customer has data files, documents, or other files on the defective desktop hardware, Contractor shall ensure that such files (when not damaged) are transferred to the replacement computer or to the customer’s network home directory.

(f) For any desktop, peripheral or component moved, delivered or installed into service by the Contractor, the Contractor shall perform lockdowns as required. Any desktop, peripheral or component found by the Contractor that is not locked down shall have a ticket created to secure the items.

(g) The Contractor shall provide “best effort” support to untested laptops/docking stations (untested means the hardware has yet been tested by the Test and Evaluation Hardware group (TEHW)). For hardware related incidents, the laptop/docking station may be sent out to a third-party vendor for repair; if laptop operating system and/or drivers requested by customer are not available or not compatible, then Contractor shall provide an alternative recommendation to customer. Regardless, Contractor shall keep customer and, if necessary, TOM informed of the status. Contractor shall attempt to set customer expectations at the time the ticket is serviced. Contractor shall attempt to work within the requirements of the appropriate SLA if possible.

(h) The Contractor shall perform a RCA (root cause analysis) when requested by the TOM.

(i) The Contractor shall be responsible for resolving incidents associated with the desktop and laptop computers. Contractor shall resolve ninety-five percent (95%) of incidents within four (4) hours of receipt of incident ticket. These commitments apply to all incidents assigned to the Contractor, unless otherwise stipulated in this Task Order (TO) or SLAs.

(j) The Contractor shall be responsible for monitoring, troubleshooting, and resolving all operational, hardware and software incidents associated with group printers, servers, and walk-up workstations. Contractor shall resolve group printer paper, paper jams and toner incidents within one (1) hour of being notified of a possible problem. The notification may be issued as an incident ticket or by an automated printer monitoring system such as Proscan. Group

printer hardware incidents shall be handled within two (2) hours of notification; all other group printer related incidents handled by the Contractor shall be resolved within four (4) hours of notification.

(k) The Contractor shall be responsible for group printer system administration functions, which will include, but not limited to, the following:

- (1)** Re-starting drivers
- (2)** Upgrading to new Service Packs on request
- (3)** Maintaining local Contractor user account
- (4)** Creating/updating group printer server and walk up workstation baseline images
- (5)** Providing to USPTO a Toner and Paper inventory report on a bi-weekly basis.

(l) The Contractor shall complete new installations and moves of group printers. The installation/move shall be treated as a service request and shall fall under the commitments as defined below.

(m) The Contractor shall document all DDM and DFS work they perform in the appropriate incident/change/task record to include accurately using the record's "Status" field (i.e. Assigned, Work in Progress, Pending, etc.), recording the number of assets deployed and the deployment type under the related assets tab, and ensuring the Category/Type/Item (CTI), Summary, Final Comments, and related asset is accurate for the work completed prior to closure. Contractor shall document all DDM and DFS customer communications in the appropriate incident/change/task record in a timely manner. Customer communication is defined as speaking to the customer, leaving a voice mail message for the customer, sending an email message to the customer, or leaving a work service form at the customer's site.

(n) The Contractor shall be responsible for the receipt and tracking of all hardware shipped to the Contractor's facility on behalf of the USPTO.

(o) The Contractor shall use mobile devices to scan and record all hardware changes as soon as the change is completed and update the task in the appropriate ITSM ticket.

(p) The Contractor shall pack and ship replacement hardware to the Boyers sites so that it will arrive within five (5) working days of the receipt of the problem ticket. Contractor shall include any necessary information regarding replacement hardware and instructions for the Boyers sites to pack and ship back the broken hardware. Contractor shall be responsible for packing, shipping (including charges) and tracking the equipment.

(q) The Contractor shall add paper, add toner, and clear paper jams for group printers as appropriate. Contractor shall order paper and toner and shall notify USPTO official when paper or toner is being replenished/ordered. When distributing the paper from central repositories, paper shall be unboxed and neatly stacked in group-printer offices. Empty boxes and two-day or older print jobs should be labeled as "Trash" and placed near Trash bin to ensure timely trash pickup in group-printer offices. Contractor shall vacuum printers to ensure print jobs are clean and readable for Examiners (e.g. when toner is spilled).

(r) The Contractor shall perform a total of four (4) daily checks of individual group printers. These checks must be as close as possible to four (4) hours apart. The first run shall begin at or before 7.30 am and the last run as close to 6:30 pm as possible. On weekends and holidays, the Contractor checks each printer twice between the hours of 7:30am and 6:30pm. Additional reactive group printer checks above the required daily checks, shall be done to fix problems (e.g. through the notification of an automated printer monitoring system such as Proscan or problem ticket, (see PWS Section C.14.2 (j)). A check is defined as:

- (1)** Printing a test print from the Walk-Up Workstation with user ID "XX," where XX is the first and last initial of the technician's name. The test print is Patent number "112233."

- (2) Clearing jams that occur. If a jam occurs, print 3 test prints of Patent number "112233" to ensure jam will not reoccur. If jam occurs continually after clearing jam and printing test prints, contact helpdesk or dispatch team to create a problem ticket or escalate an existing problem ticket to the group printer hardware support staff.
- (3) Completely filling paper tray if the paper falls below ½ full.
- (4) Replacing toner when this status message occurs.
- (5) Throwing out trash associated with group printer to keep group printer space organized. All two-day old printed patents not collected by the customer should not be thrown into the regular trash, but in the appropriately marked recycling bins that are processed by Building Services or other Office of Patent Information Management (OPIM) designated disposal containers.
- (6) Completely, accurately, and legibly filling out the group printer log sheet, which is located on the printer. This includes technician initials, time of visit, time of departure, and status of printer at time of departure, problem, or service.
- (7) Running Proscan from the walk-up workstation to check statuses of other group printers in area.

(s) The Contractor shall perform all group printer preventative maintenance visits at or near the recommended page count/maintenance cycle as recommended by the manufacturer. Each preventative maintenance visit performed for each group printer shall be documented with an ITSM ticket. The ITSM ticket shall be opened and updated on the day of the maintenance visit. It shall include which preventative maintenance cycle was performed, the printer location and name, and the services performed and parts replaced. The group printer log sheet located on/near the printer should be completely, accurately and legibly filled out identifying the ITSM ticket and services performed.

(t) The Contractor shall provide on-site desktop support (as necessary, e.g. when problem ticket or service request occurs) to the warehouses listed below in Table Three (3):

Table three (3): Warehouse Locations

Warehouse	Address
Franconia Warehouse	6808 Loisdale Road Springfield, VA
Newington Warehouse Terminal Center	8430 Terminal Road Lorton, VA

(u) The Contractor shall retain a customer’s old hard drive after a swap for ten (10) business days in the event the old hard drive is needed to resolve problems (e.g. data recovery).

(v) The Contractor shall provide on an as needed basis, after hour support, Monday – Friday (up until 12:00 Midnight) to USPTO executive Video Teleconference Facilities. The Government will provide a two (2) day advance notice when such support is required.

(w) The Contractor shall provide desktop hardware and software support to the Public Search Facility (PSF) during the regular operating hours (Monday - Friday 8:00 am - 5:00 pm) with specialized support provided only between 6:30 am - 11:00 am. Specialized support includes, but is not limited to monitoring the morning startup between 6:30 am - 8:00 am to ensure all workstations and printers are functioning properly, diagnosing and fixing any workstation that fails to start, and ensuring that all admin stations are functioning (at the log on screen) prior to normal business hours. During these specialized support hours, Contractor must respond to all requests and incident tickets within one (1) hour and resolve ninety-five percent (95%) of the incidents within two (2) hours. Contractor will be required to create, update, and re-assign incident tickets for all work performed. (Note: a workstation is comprised of a monitor, CPU (w/ mouse and keyboard), printer and associated cables). It is expected that the assigned Contractor staff may take direction from the PSF Management staff to establish priorities.

(x) The Contractor shall provide standard DFS support for the USPTO Universal Laptop platform, currently utilizing the Microsoft Windows 7, 64-bit operating system. DFS technicians will perform user data restorations through USPTO

Enterprise Client Backup Solution (ECBS) when Universal Laptops are replaced or re-baselined.

(y) The Contractor shall provide a DFS Technician who will serve as an as needed, part-time IT Coordinator for approximately twelve (12) to eighteen (18) USPTO Office of Education and Outreach (OEO) onsite and offsite programs and events each year. The average time to support each event is approximately twelve (12) hours (five (5) hours to prepare and seven (7) hours for actual support). During certain months, there may be as many as three (3) programs. DFS support for these OEO events, targeted toward school age children, numbering from ten (10) to several hundred, includes the configuration and deployment of five (5) to as many as fifty (50) laptops, with Windows 7 Enterprise, 64-bit, Google Sketch Up, LEGO Mindstorm robotics, and 3D modeling/3D printing and other specialized software. Active DFS technical support for these OEO events will usually be required, as well as interaction with and assistance to participants and support for limited demonstrations. The DFS IT Coordinator for OEO events may need to periodically consult with OEO managers in regards to program schedules and requirements.

(z) Contractor shall thoroughly test, diagnose, and repair refurbished laptops. These services include:

- (1) The Contractor shall run hardware diagnostic tests on each laptop or desktop computer within thirty (30) days prior to reissuing the refurbished computer.
- (2) Results from this testing shall be saved in electronic format on a network share and the refurbished scanned computer for later access and review.

C.8 Warehouse Operations Support

C.8.1 Warehouse Operations Support – Description

The Warehouse Operations task supports a variety of different requirements. The USPTO IT warehouse serves as the: single point of shipping and receiving for IT equipment (including CPU, monitor, printer, etc.); single point of process, for property management purposes and for all delivered IT equipment; point of process for Return Merchandise Authorization (RMA) requests for defective equipment; and the point of process for excess equipment. Also provided under the Warehouse Operations task is the delivery of equipment to the USPTO campus for installation and the removal of equipment from the USPTO campus for excessing.

C.8.2 Warehouse Operations Support – Requirements

- (a) The warehouse shall serve as the single point of entry for all IT related assets.
- (b) The Contractor shall provide support from 7:00 am to 4:00 pm, Monday through Friday (excluding Thanksgiving, Christmas, and New Year's).
- (c) The Contractor shall provide a facility located in Virginia adequate to house USPTO purchased IT equipment within a ten (10)-mile radius of the USPTO Headquarters. The cost of the warehouse facility will be charged as an ODC under the relevant task order, and will be negotiated and accepted by the government.
- (d) The Contractor shall be responsible for providing the transportation of IT equipment to and from its warehouse to the various USPTO locations described in Section C.3 "Locations." The cost of providing the transportation will also be charged as an ODC under the relevant task order.
- (e) The contractor's warehouse facility should be protected/secured at all times. The contractor is responsible for any equipment delivered to and from the warehouse and shall be responsible for all costs as a result of any damaged or missing equipment at the warehouse.
- (f) The Contractor shall document all work performed in the appropriate problem/change record and within four (4) hours of performing the work.

- (g) The Contractor shall scan all new equipment delivered to the warehouse within three (3) business days of receipt (e.g. if delivery occurs on Monday, all assets must be scanned by Close of Business (COB) Thursday).
- (h) The Contractor shall scan all assets delivered to the warehouse for excess immediately. All CPUs shall be scanned to a skid within six (6) business days and all non-CPU items will be scanned to a skid within three (3) business days. Prior to processing the skid, all hard drives shall be sanitized in accordance with USPTO Media Protection Procedures (see attachment (7)). Below are some steps to process a skid:
- (1) Scan like asset (for example all monitors would be together, all laptops, etc.) to skid (CFGE number).
 - (2) Verify assets on the skid
 - (3) Provide USPTO list of skids available for surplus
 - (4) USPTO handles process with DOC/GSA to determine disposal
 - (5) USPTO provides direction to contractor to dispose of skid (depending on the condition of the assets on the skid will determine the final direction provided)
 - (6) Provide USPTO with documentation once the skid has left
- (i) The Contractor shall pick up any discarded removable media from the designated point on the Carlyle Campus and properly destroy or render useless and dispose of the media.
- (j) The Contractor shall pick up discarded tapes from the data center and properly degauss or otherwise render the tapes useless and dispose of the tapes.
- (k) The Contractor shall complete excess skids with ninety-nine percent (99%) accuracy or the incorrect skids shall be redone at no cost to the government.
- (l) The Contractor shall provide a list of recently delivered hardware to the government within one (1) business day of hardware receipt at the warehouse.
- (m) The Contractor shall scan all Returned Merchandise Authorization (RMA) assets brought to the warehouse within two (2) business days of delivery.
- (n) The Contractor shall enter all asset information into the ITSM. ITSM shall be used to produce required deliverables when applicable.
- (o) The Contractor shall support the Government in a formal certification/reconciliation no less than once per quarter.
- (p) The Contractor shall follow ISO certified procedures for all aspects of the warehouse operations.

C.9 Audio Visual Support

C.9.1 Audio Visual Support – Description

The Contractor shall provide support from 7:30am - 6:30pm, Monday through Friday (excluding Christmas Day, New Year's Day and Thanksgiving). As required, the Contractor shall be available to arrive prior to or stay after normal business hours to set up and assist with special projects.

C.9.2 Audio Visual Support – Requirements

- (a) Operations and Maintenance of Video Teleconferencing System includes:
- (1) The Contractor shall validate equipment related to the operation is set up and working properly. This equipment is comprised of all devices utilized as part of any audio/video teleconferencing session to include presentations, conferences, and training sessions.
 - (2) The Contractor shall perform necessary steps to prepare for all audio/video, Portable Brahler Interpretation equipment, and video teleconferencing sessions, including the movement of equipment to different rooms within the Global Intellectual Property Academy (GIPA), USPTO campus, or the local area (within twenty-five (25) miles).
 - (3) The Contractor shall advise USPTO staff (or others as appropriate) of any technical problems with the audio/video systems and be present during the performance of maintenance or repairs to the system.
 - (4) The Contractor shall educate presenters regarding basic operations of the audio/video system and remain available during the session or presentation to troubleshoot and resolve any system problems or interruptions.
 - (5) The Contractor shall conduct installation, upgrades, monitoring, and maintenance in a systematic format to ensure audio-visual (AV) equipment is up-to-date and operable.
- (b) Operations and Maintenance of GIPA Audio/Visual, Multiple Interpretation, Teleconferencing, Recording of Meetings and Automated Infrastructure includes:
- (1) The Contractor shall provide technicians familiar with the operations and functions of all equipment, devices and software currently used in GIPA for training and presentations to include, but not limited to, audiovisual equipment, Portable Brahler Interpretation equipment, and video teleconferencing equipment.
 - (2) The Contractor shall inspect all audio/visual, interpretation and other equipment needed for use in any room to ensure it is set up and functioning properly no later than thirty (30) minutes prior to the start of the session.
 - (3) The Contractor shall ensure all equipment is in working condition and when necessary, perform routine operational maintenance (e.g. replace lamps and bulbs). The Contractor shall be able to determine when malfunctioning equipment requires submission to the appropriate service provider for maintenance, which shall be determined during the initial troubleshooting process.
 - (4) The Contractor shall work with other technical or support personnel on an as needed basis.
 - (5) The Contractor shall ensure video equipment is properly connected in the presentation and training rooms.
 - (6) The Contractor shall ensure that rooms with built-in projection (currently five (5) rooms have built in projectors in the GIPA area); audio and interpretation devices are working properly before training sessions begin.
 - (7) The Contractor shall be responsible for determining whether the procurement of additional computer or audio-visual supplies is necessary; to include all expendable items (e.g. light bulbs). Provide a list of potential vendors that offer the compatible supplies, parts, upgrades and equipment for sale. Provide a report to the appropriate TOM for processing.
 - (8) The Contractor shall be knowledgeable in the use of audio-visual, Portable Brahler Interpretation equipment, and video teleconferencing equipment for recording both sound and video. The Contractor shall be knowledgeable of devices for mixing and altering video presentations. The Contractor shall be knowledgeable in the installation and troubleshooting of Microsoft PowerPoint presentations.

- (9) The Contractor shall work with USPTO staff and Contractors to help prepare, install systems and support an annual Patent and Trademark Resource Center (PTRC) seminar. This seminar is normally from Monday-Friday, eight (8) hours per day.
- (10) The Contractor shall post weekly reports on SharePoint and work with the SharePoint team as needed to ensure reports are populating properly.

(c) Maintain Computer Presentation/Meeting/Training Rooms Including Hardware, Software, and Network Functionality.

- (1) Ensure all computers and equipment in the room are in working order before sessions begin. Any system problem that requires attention will be promptly called into USPTO Service Desk and reported to the appropriate GIPA staff.
- (2) Serve as the primary POC with the USPTO Service Desk (separate contract) for all computer hardware, software and network problems.
- (3) Ensure all necessary network drops are activated and that the public wireless LAN is available before any session begins. The technician shall maintain a basic understanding of network topology.
- (4) Make all requests for additional network drops or network activations on an as needed basis.
- (5) Provide technicians familiar with Microsoft Office suite software to include Outlook, Word, Excel, and Power Point (excluding Publisher, One Note, and Access) and Windows 7 and related operating systems. The technicians shall become knowledgeable with any new USPTO approved software or systems deployed to the GIPA.
- (6) Ensure technicians have the ability to scan necessary laptops in/out of GIPA storage room at a rate of one to two (1-2) laptops per day at a cap of five (5) per month. The TOM has the option to coordinate with the DDM/DFS TOM to increase the above numbers using surge hours or allocated slots.
- (7) Maintain the GIPA Identification (ID) and passwords to including Internet, Windows and PTONet.

C.10 Technical Writing/Document Development

C.10.1 Technical Writing/Document Development – Description

The Service Desk Branch (SDB) is charged with the responsibility of developing, delivering and distributing informational end user documentation pertaining to Information Technology (IT) throughout the USPTO. End user documentation includes user guides, announcements, bulletins, policy and procedural documentation, and other forms of printed and electronic material used to keep USPTO employees and contractors informed and educated concerning IT initiatives. The SDB also assists with the development of internal technical writings for the IT Support Announcement web site, the OCIO Intranet web site, and the SDB SharePoint site, an Intranet web site containing the documentation necessary for SDB to effectively support IT initiatives at the USPTO. The contractor shall provide support from 7:30 a.m. to 6:00 p.m. Monday through Friday, except federal holidays.

C.10.2 Technical Writing/Document Development – Requirements

(a) User and Service Guides include:

- (1) Prepare comprehensive user and service guides pertaining to the use of Commercial-Off-the-Shelf (COTS) software, Government developed software applications, and OCIO service guides for USPTO.
- (2) Develop user guides utilizing the latest version of page layout software, such as Adobe Creative Cloud, which includes InDesign and Dreamweaver and the latest approved version of Adobe Acrobat that matches the

publication specifications and technical standards established by industry best practices.

- (3) For each user or service guide, be responsible for delivering a camera-ready document using Adobe InDesign, exportable to various similar formats such as PDF, HTML, or XML in electronic form within six (6) weeks (for updated guides) and twelve (12) weeks (for new guides) from date of initial assignment.
- (4) Be available to meet with USPTO management, service providers, and end users to determine scope, content, and procedural issues contained in each guide. An ITSM ticket shall be generated for each user guide request for tracking and reporting purposes.

(b) The Contractor shall provide General Technical Assistance and Projects, to include:

- (1) Support USPTO in the creation of various communication products such as displays, booklets, and pamphlets. The Contractor shall develop the layout and design of each issue and distribute issues using the latest version of SharePoint, Dreamweaver, InDesign, or Outlook.
- (2) Meet with USPTO management, service providers, and end users to determine scope and content of each project.
- (3) Monitor the IT Support Coordinator and Service Advisory mailboxes and disseminate Change and Problem Management communications.
- (4) Deliver Service Advisories, eBiz Alerts, and other communications or notifications categorized as Normal, requested during core business hours, within twelve (12) hours of the request/approval.
- (5) Deliver Service Advisories, eBiz Alerts, and other communications or notifications categorized as Emergency or Expedited, requested during core business hours, within fifteen (15) minutes of OCIO request and TOM approval.
- (6) Be responsible for taking meeting minutes, posting minutes on the appropriate websites and scan agendas at each meeting for CSMD and DSB meetings.
- (7) Report on monthly accomplishments, technical activities, and goals for the following month by the 5th of each month.
- (8) Deliver Service Advisories, eBiz Alerts, and other communications or notifications categorized as Emergency or Expedited, requested after core business hours, within 60 minutes of notification.

(c) The Contractor shall provide General Technical Documentation support.

- (1) The Service Desk Branch (SDB) requires development assistance in the creation of a variety of technical documents for SDB, OCIO, and USPTO-wide audiences for online and/or hard copy publishing. The documents must adhere to USPTO and Microsoft Manual of Style standards, receive SDB manager approval, and be available in one of the following electronic formats to include, but not limited to, Microsoft Office Products, Adobe Creative Cloud, InDesign, Adobe Photoshop, Share Point and Dreamweaver. The hours of support are from 7:30 a.m. to 6:00 p.m. Monday through Friday, except holidays.

(d) The Contractor shall, with a minimum of one (1) business days' notice and as directed by the TOM, COR, or CO, provide support for after-hours Problem Management Communications or modifications, eBiz Alerts or modifications, or Voice Recognition Unit (VRU) activation/deactivation and labor resources in the form of:

- (1) Up to four (4) total hours of Technical Writer support each workweek for a period of up to five (5) continuous days, where a workday shall be defined as Monday through Friday, Saturday, Sunday and Holidays, excluding Christmas Day, New Year's Day and Thanksgiving. The four (4) additional Technical Writer hours per workweek may be provided by two (2) or more technicians.

- (2) The additional hours of Technical Writer support may be provided through a combination of existing and temporary personnel. However, the technicians assigned must be available to start on the agreed upon date and on time with no more than a one (1) hour delay.

C.11 Test and Evaluation Hardware Support

C.11.1 Test and Evaluation Hardware Support – Description

The Contractor shall be available weekdays from 7:00 am to 6:00 pm. Performance will cover two (2) shifts for the hours of 7:00 am to 4:00 pm and 9:00 am to 6:00 pm. USPTO will provide all space, equipment and software required to successfully execute the terms of this task. All documentation, software manuals, diagnostic routines, and any other aids (hereinafter-called documentation) necessary to perform this task shall be provided by the office requesting service, either USPTO or other Contractor. The TOM or Government designee will provide all assignments to the Contractor electronically via e-mail and/or through the USPTO tracking system(s). USPTO will provide the Contractor with access to the maintenance tracking systems as required. The current tracking system in use by USPTO is ITSM.

C.11.2 Test and Evaluation Hardware Support – Requirements

- (a) The Contractor shall participate in market research technical evaluations for portable microcomputers to include desktops, laptops, notebooks, tablets, and handhelds. This shall include pre-purchase hardware evaluations as well as evaluations of the associated software required to enable hardware functionality. For the purposes of this contract, a “microcomputer” shall be synonymous with a mini-tower, PC, desktop, laptop or notebook. A “mobile device” shall be defined as a small computing device, typically small enough to be handheld, and are often referred to as Handhelds, Smartphones, Tablets, etc.
- (b) The Contractor shall participate in market research technical evaluations for new desktop, portable hardware, or hardware peripherals attached to the desktop or portable computer for use at USPTO. This shall include market research for hardware via direct contact with manufacturers, resellers, or Internet as assigned by USPTO TOM or designee. The Contractor shall work with USPTO to certify the serviceability and maintainability of the desktop automation technologies introduced for use at USPTO.
- (c) The Contractor shall work with other USPTO groups, including members of the Customer Support & Monitoring Division; Infrastructure Services Division; Project and Release Management Division; and Cybersecurity Division to gather and maintain information necessary to conduct testing during baseline or hardware platform changes. This includes the implementation of Windows 7 Hardware driver refresh evaluations on existing assets previously approved and in use by USPTO.
- (d) The Contractor shall support other USPTO groups by providing details relevant to testing of affected hardware. This performance includes maintaining continuity and collaboration between Test and Evaluation Hardware, Test and Evaluation Software (TESW) and Software Deployment and Reconciliation Branch (SDRB) groups on new products introduced to USPTO on drivers and or firmware updates; provide and/or deploy hardware drivers via Altiris Deployment Console.

C.12 Security Operations & Enterprise Monitoring

C.12.1 Security Operations & Enterprise Monitoring – Description

- (a) The USPTO CIO Command Center (C3) has combined the functions of a Continuous Monitoring Center and a Security Operations Center (SOC) with the intent that it be the focus for monitoring the status, predicting outages or degradations and coordinating the restoration of the information enterprise, as well as directing the maintenance of the network and security infrastructure. The C3 maintains and communicates the ‘Big Picture’ of the information enterprise and takes proactive measures to maintain the enterprise’s availability. The C3 currently provides a real-time view into the network infrastructure of USPTO. It has the ability to monitor network activity and react accordingly to alerts or

anonymous notifications. USPTO currently utilizes HP-Openview Network Node Manager operating on HP-UX and *NIX operating systems to perform network management. HP-Openview is based upon Simple Network Management Protocol (SNMP) and Remote Monitor (RMON) protocols. The Contractor provides monitoring and reporting for all network devices managed by the Enterprise Management System (EMS). EMS consists of HP-Openview and NetIQ products. The Contractor ensures maps on the EMS are accurate and up to date and is the sole source of network infrastructure diagrams. In addition, the Contractor will support the OS on these servers, which include Windows Server, UNIX, AIX and Sun.

(b) The Contractor shall coordinate with other USPTO offices to identify events that should be monitored before each Automated Information System (AIS) goes into production (the system owner will provide what should be monitored and how to react) and modifies EMS maps as necessary to successfully monitor events on the AISs. The Contractor shall respond to events and outages on those systems. The Contractor shall contact designated individuals/groups responsible for supporting those systems and escalates issues as necessary, and report on the progress of restoration. Procedures for such actions are outlined in the AIS's OSP. The Contractor should note any discrepancies within the AIS's OSP, then note and follow-up to ensure the OSP is up to date.

(c) PTONet currently provides connectivity to over twenty thousand (20,000) nodes across several buildings at the Carlyle Campus in Alexandria, VA as well as provides several wide-area network (WAN) links, or external connections, supporting the following activities:

- (1) Internet connectivity
- (2) Contractors supporting USPTO
- (3) USPTO regional offices (Detroit, Dallas, Denver and San Jose)
- (4) Connectivity to commercial automated information systems (AIS)
- (5) PTONet services to employees working at home or on travel
- (6) PTONet services to Patent and Trademark Dissemination Libraries (PTDLs)
- (7) Connectivity to foreign patent offices (European Patent Office (EPO)/Japan Patent Office (JPO)/ Austrian Patent Office (APO), etc.) (e.g. Virtual Private Network (VPN) telework connections)
- (8) Connections to patent offices of Foreign Governments
- (9) Computer Incident Response
- (10) POC for USPTO IT Operations

(d) Continuous Monitoring and Security Operations are responsible for the operation and maintenance of USPTO's Monitoring infrastructure, Continuous Monitoring and Security Operations management application servers, and USPTO security infrastructure.

C.12.2 Security Operations & Enterprise Monitoring – Requirement

(a) The Contractor shall provide on-site, twenty-four (24) hours per day, seven (7) days per week continuous monitoring and security infrastructure, analysis and reporting.

(b) The Contractor shall provide on-site continuous monitoring and security infrastructure support troubleshooting problems by responding to trouble calls, performing fault isolation and restoring service as directed from the USPTO Chief Watch Officer (CWO). These services shall be performed twenty-four (24) hours a day, seven (7) days a week, on-site.

(c) Personnel furnished by contractor for the Security Operations positions in addition to meeting and demonstrating the technical skills capabilities, must have at a minimum an interim SECRET Clearance, with an in progress SECRET

Clearance or higher, and are required to maintain an active SECRET Clearance or higher.

(d) The Contractor shall find and accurately record all continuous monitoring and security infrastructure problems within ten (10) minutes of a failure and resolve ninety-five percent (95%) of all network and security infrastructure problems within one (1) hour of the failure.

(e) The Contractor shall respond to all security incidents within one (1) hour of identification or notification.

(f) The Contractor shall answer the C3 phone by the second ring as measured by our phone system.

(g) The Contractor shall operate, maintain and upgrade, as authorized by USPTO, all tools used to monitor, manage and maintain the continuous monitoring and security infrastructure.

(h) The Contractor shall provide technical assistance and coordination actions in the area of enterprise management of the USPTO AISs. The Contractor shall identify events and nodes to be monitored and modify EMS maps/diagrams and other tools as necessary to successfully monitor and manage the events and nodes as directed by USPTO.

(i) The Contractor shall provide technical assistance in the area of security management of USPTO AIS's. Identify events and nodes to be monitored and modify security tools as necessary to successfully monitor and analyze the events and nodes.

(j) The Contractor shall perform periodic (hourly, per shift, daily) functional and performance testing of existing production network components, paths, networks, sub-networks, systems and software as required. Verification of all tests shall be recorded in an operations log and archived electronically.

(k) The Contractor shall provide day-to-day operation, maintenance, and system administration of USPTO continuous monitoring and security infrastructure devices.

(l) The Contractor shall perform capacity management, security management, configuration management, and performance management on continuous monitoring and security infrastructure devices (i.e. Firewall, IPS, Security Information and Event Management (SIEM), Scanning software, Malware systems and forensic software).

(m) The Contractor is responsible for upgrading continuous monitoring and security infrastructure hardware/software/firmware (as recommended by vendors and approved by USPTO managers) upon completion of testing in non-production environments and by appropriate and industry standard change processes using the Information Technology Infrastructure Library (ITIL) framework. The Contractor shall produce an Installation Plan for all upgrades. The Contractor shall install upgrades approved by the USPTO.

(n) The Contractor shall assist with the design and implementation of an ITIL based process to transfer projects from engineering to production that will be followed 100%. The Contractor shall support the USPTO Network Engineering (Communication Services Branch) as required during the implementation phase of major network engineering tasks.

(o) The Contractor shall operate, maintain, and upgrade HP Node Manager, HP ITO, NetIQ, BMC (Patrol) or their functional replacement associated with USPTO's EMS.

(p) The Contractor shall perform regularly scheduled preventive maintenance (PM) activities on USPTO continuous monitoring and security devices, to include keeping current with all patches and technical bulletins per device vendor.

(q) The Contractor shall assist in the development and use of the approved production Problem/Change Management system to track all problems and changes. Work will be documented in problem and/or change records and appropriate OCIO approval will be required for all changes made. The Contractor shall assist USPTO in the development of an ITIL based process and the determination of the appropriate approval processes necessary to ensure technical entities involved have reviewed and validated that changes are implemented with the appropriate engineering and operations approval.

- (r) The Contractor shall collect and analyze data compiled by USPTO's security tools and provide a daily analysis report to the USPTO TOM. Additionally, the report shall be available for display in the C3. USPTO tools include Intrusion Detection/Prevention Systems (IDS/IPS), Firewall, SIEM, and scanning software.
- (s) The Contractor shall perform periodic vulnerability and security scans of existing production network components, paths, networks, sub-networks, systems and software as required. Verification of all tests shall be recorded in an operations log and archived electronically.
- (t) The Contractor shall support maintenance and administration of USPTO Enterprise Firewalls, departmental (PTONet) firewalls, IT Facility West (lab) firewalls, and USPTO Enterprise Remote Access/Teleworker firewalls.
- (u) The Contractor shall support all USPTO Computer Incident Response Team (CIRT) and forensic support functions. Utilize C3 staff and provide the onsite supplemental staff required to operate USPTO CIRT. Document and report all United States Computer Emergency Readiness Team (US-CERT) incidents, inform USPTO of the reports, and ensure the reports are completed within mandated timelines as set forth in the US-CERT reporting instruction.
- (v) The Contractor shall provide USPTO IDS/IPS maintenance and administrative support to ensure existing IDS/IPS system is maintained and tuned to an optimum operational state.
- (w) The Contractor shall support USPTO efforts to maintain the existing centralized audit logging solution IBM QRadar. This is the capability that logs significant events for system operating systems (OSs) and databases.
- (x) The Contractor shall collaborate with USPTO to configure and maintain USPTO's Web cache (Bluecoat) capability to manage Internet content. (Internet Content Management System Maintenance and Administrative Support System).
- (y) The Contractor shall follow established Operating Procedures, provide periodic updates to the procedures, and develop new Operating Procedures as necessary or when directed by USPTO management.
- (z) The Contractor shall monitor and respond to mail sent to USPTO mailboxes and distribution lists as assigned. The current list of USPTO mailboxes is as follows: C3@uspto.gov, cirt@uspto.gov, ciocommandcenter@uspto.gov and abuse@uspto.gov.

C.13 Release Control Branch (RCB) Support

C.13.1 Release Control Branch (RCB) Support – Description

This support will cover all technical support for the Release Control Branch (RCB) pre-production environments located in the Madison West building 3B28 and 3B18, including the environments commonly known as the Dev Lab and Staging Room. This support is to cover all aspects of installing USPTO images, utility and application software, virtual machines, moving physical devices, setting up and installing USPTO base lines and troubleshooting & resolution of problems for computing environments that include workstations, virtual components, switches and physical servers. Technical staff support will be from 8:00 am until 5:30 pm Monday through Friday with overlapping support until 5:30 pm to cover any and all conditions in support of the responsibilities of the RCB.

C.13.2 Release Control Branch (RCB) Support – Requirements

- (a) Contractor shall provide RCB support from 8:30am – 5:30pm. Contractor shall provide System Software Compatibility Testing (SCT) support from 8:00am – 5:30pm. All of the positions are required to communicate well with others on technical issues, have good trouble shooting skills, expert knowledge of PC architecture, network experience, and virtual environment experience.
- (b) The Contractor shall resolve incident records for tickets classified as priority one (1) by the TOM. Lower priority tickets shall be entered into pending status until the staff satisfies all priority one (1) tickets. Resolution of Service and Change records shall be negotiable, as agreed upon by the TOM or the designated alternate in the TOM's absence.

(c) The Contractor shall perform installation of USPTO Base Lines on workstations, laptops and Universal Laptops (UL) without data transfer or application load within one (1) to two (2) hours for a single workstation/UL's and as scheduled in a service ticket/change record for multiple workstations/UL's or in cases where data transfer or application load is required. This will be based on workload and availability of support staff and priority tickets.

C.14 Network Operations and Maintenance

C.14.1 Network Operations and Maintenance – Description

PTOnet currently provides connectivity to over twenty thousand (20,000) permanent nodes including but not limited to those distributed across the Carlyle Campus of Alexandria VA, adjunct sites in Detroit MI, Arlington VA, the Boyers PA Disaster Recovery site, and the U.S. Department of Commerce (Wash. DC). Additionally USPTO operates multiple domestic and International treaty-based wide-area networks (WAN), VPNs and other external connections including but not limited to the following:

(a) Internet connectivity (Gig-E+) via divergent carriers including;

- (1) VPN telework connections & services to employees working at home (full & part time), and or on travel;
- (2) PTOnet services to Patent and Trademark Dissemination Libraries (PTDLs);
- (3) International treaty based connectivity to foreign Patent offices under the TRINet agreement (EPO, JPO, World Intellectual Property Office (WIPO), Korean Intellectual Property Office (KIPO), Intellectual Property Office of Australia (IPAU), etc.).
- (4) International treaty based services and or connectivity to other foreign Patent Offices;
- (5) Boyers Disaster Recovery site;
- (6) U.S. Department of Commerce;
- (7) U.S. Treasury;
- (8) Connectivity to commercial automated information systems (AISs);
- (9) Contractors supporting USPTO.

(b) The operations and service management organizations in the OCIO are responsible for the operation and maintenance of:

- (1) Enterprise wide network infrastructure;
- (2) Enterprise server and service resources;
- (3) Virtual Private Network (VPN);
- (4) Broadband, and Wireless Networks;
- (5) LAN and WAN infrastructure; and
- (6) Network management application servers.

(c) A Communication Services Branch network engineer shall be present in the C3 24x7 and is considered part of the C3 team while there.

(d) The C3 is the nerve center and communications hub of the USPTO information enterprise providing situational awareness and incident response coordination through the monitoring of the health, security, and performance of all devices and systems supporting the USPTO information enterprise in order to provide and maintain a Common Operating Picture (COP) with context provided by overall Situational Awareness. The primary objective of the C3 is to proactively prevent degradation of service, outages, and security breaches. When such an event occurs the C3 coordinates activities associated with investigation of the events, analysis, and restoration of service and security event mitigation thereby directly satisfying a key critical role in the USPTO federally mandate 24x7x365 CIRT capability and coverage.

(e) USPTO currently utilizes multiple tools to perform security and management functions within the Enterprise with primary focus being HP-Openview Network Node Manager operating on the HP-UX OS and Windows 2003 operating system and collectively referred to as EMS (Enterprise Management System) and which is based upon the Simple Network Management Protocol (SNMP) and Remote Monitor (RMON) protocols. Additional tools include but are not limited to Qradar, Encase Enterprise, VitalSuite, Sites Scope, BMC Patrol, Nortel Device Manager, VitalQIP, LogLogic, and NetIQ running on multiple OS platforms including but not limited to Linux, UNIX (HP-UX, AIX, SUN), and Microsoft Windows of which the Contractor will support the OS on these servers. The Contractor provides monitoring and reporting for all devices managed and or monitored by the Enterprise Management System (EMS). The Contractor ensures maps on the EMS are accurate and up to date.

(f) The Contractor will work with other USPTO offices to identify events that should be monitored and modifies EMS maps as necessary to successfully monitor events on the AISs. The Contractor will respond to events and outages on those systems, contact designated individuals responsible for supporting those systems, escalate as necessary, and report on the progress of restoration. Procedures for such actions are outlined in the AIS's OSP.

(g) Day-to-day operation, maintenance and system administration of the USPTO network infrastructure devices includes but is not limited to hardware and software on routers, hubs, switches, encryption devices, and security devices. These services are performed twenty-four (24) hours a day, seven (7) days a week, three-hundred and sixty-five (365) days a year. The Contractor gathers network performance and statistical data for problem analysis. The Contractor troubleshoots network problems by responding to trouble calls, performing fault isolation, and restoring service.

(h) PTONet's physical transmission media is comprised of both fiber optic and copper twisted pair cable. Fiber is used to interconnect buildings and closets and to attach high-speed servers to PTONet. Copper twisted pair cable extends from the switch on each floor to individual nodes.

(i) Several Network Operating Systems (NOS) support USPTO's workstation and application environment providing network services. These services are critical to the daily operation of USPTO.

(j) The operations and service management organizations in the OCIO are responsible for the operation and maintenance (O&M) of USPTO's:

- (1) LAN and WAN infrastructure
- (2) fiber optic and copper cable plant

C.14.2 Network Operations and Maintenance – Requirements

(a) The Contractor shall provide on-site, twenty-four (24) hours per day, seven (7) days per week enterprise network monitoring, analysis and reporting, shall find and accurately record all network infrastructure problems within ten (10) minutes of a failure and shall resolve ninety-five percent (95%) of all network infrastructure problems within one (1) hour of the failure. The Contractor must respond to all security incidents within fifteen (15) minutes of identification or notification. The Contractor shall open a problem record with vendors on critical problem request(s) not resolved within one (1) hour, except for systems and or components whose vendor support agreements require an alternate time frame and which is specifically approved in writing by USPTO.

- (b)** The Contractor shall manage staffing coverage and adjust scheduling as required to meet USPTO's requirements, goals, and or workload(s) as agreed upon by the USPTO including flexibility to call in additional staff during major incidents in order to ensure the security, operational stability, and service availability of USPTO.
- (c)** The Contractor shall operate, maintain and upgrade, as authorized by the USPTO, all tools used to monitor, manage and maintain the enterprise, and network infrastructure.
- (d)** The Contractor shall provide day-to-day operation, maintenance, and system administration of the USPTO network infrastructure devices.
- (e)** The Contractor is responsible for upgrading network infrastructure hardware/software/firmware as recommended by vendors (and approved by USPTO) upon completion of testing in non-production environments and by appropriate and industry standard change processes using the Information Technology Infrastructure Library (ITIL) framework. The Contractor shall produce an Installation Execution Plan for all upgrades. The Contractor shall only install upgrades approved by USPTO.
- (f)** The Contractor shall assist with the design and implementation of ITIL based process to transfer projects from engineering to production that will be followed 100%. The Contractor shall support the USPTO Network Engineering as required during the implementation phase of major network engineering tasks.
- (g)** Follow established operating procedures, document specific reason and or need to amend and or deviate from such procedures, and recommend updates and or improvements to the procedures as necessary for the approval of USPTO prior to placing such updated procedures into action.
- (h)** The Contractor shall create new SOPs as directed, and to be approved by USPTO.
- (i)** The Contractor shall review USPTO's documentation and provide feedback as requested to certify the accuracy, effectiveness, efficiency, and safety.
- (j)** The Contractor shall perform regularly scheduled preventive maintenance (PM) activities on USPTO network devices. This includes keeping current with all approved patches and technical bulletins per device vendor and all signatures.
- (k)** The Contractor shall assist in the development and use the approved production Problem/Change Management system to track all problems and changes. Work will be documented in problem and/or change records and appropriate OCIO approval will be acquired for all changes made. The Contractor shall assist the USPTO in developing a process that is ITIL based and determine the appropriate approval processes necessary to ensure the technical entities involved have reviewed and assured the changes are implemented with the appropriate engineering and operations approval.
- (l)** The Contractor shall respond and resolve USPTO's critical problems for all USPTO domestic sites including but not limited to (Contractor Access System, Horsham PA, Boyers, PA, Springfield Warehouse, Newington Warehouse, Alexandria Warehouse, 1600 Duke Street, Time-Life Building, Carlyle Place, Hoffman Building, Eisenhower Center, and Randolph Square), and in addition the Contractor shall perform site surveys and configuration management. Note: USPTO provides Network equipment for the Time-Life Building, Hoffman Building, Eisenhower Center buildings and therefore requires them to be supported by the EUS contractor.
- (m)** The Contractor shall investigate; perform corrective action, and remediation for authorization and assessment (A&A), Continuous Monitoring, FISCAM, and related efforts.
- (n)** The Contractor shall perform after-hours system problem isolation/resolution and/or replacement in accordance with procedures provided by the USPTO.
- (o)** The Contractor shall electronically maintain and update backup copies of all network and security device configurations to support rapid and efficient reconstitution of the devices to a fully operational state. Backups shall be made, stored, verified, used and secured in a manner to be approved by USPTO.

- (p) The Contractor shall review system messages/logs to identify and correct potential problems before they impact the customer base.
- (q) The Contractor shall perform and maintain IT Asset and Configuration Management for Collaboration, Network and Security systems, devices, and infrastructure to include hardware, software, and configuration elements in compliance with USPTO policies and procedures at all times.
- (r) The Contractor shall perform periodic (hourly, per shift, daily) functional and performance testing of existing production network components, paths, networks, sub-networks, systems and software as required. Verification of all tests shall be recorded in an operations log and archived electronically.
- (s) The Contractor shall provide technical assistance and coordination actions in the area of enterprise management of the USPTO AISs. The Contractor shall identify events and nodes that should be monitored and modify EMS maps/diagrams and other tools as necessary to successfully monitor and manage the events and nodes as directed by USPTO.
- (t) The Contractor shall provide on-site network infrastructure support troubleshooting network problems by responding to trouble calls, performing fault isolation and restoring service. These services shall be performed twenty-four (24) hours a day, seven (7) days a week, on-site. This will require Network engineer presence at all times in the C3. Contractor personnel shall be stationed in the C3 24/7 – 365 days a year - following the current C3 staffing model. Staff can leave to go work on issues in the field but must be readily available by cell phone and able to provide immediate support.
- (u) The Contractor shall perform EMS OpenView Operations (OVO) operational and system maintenance duties such as tune system performance, troubleshoot EMS problems, and scripting, backup, maintain data collections for network devices and generate network performance reports.
- (v) The Contractor shall perform regularly scheduled preventive maintenance (PM) activities on USPTO network devices including all remote sites. This includes keeping current with all approved patches and technical bulletins per device vendor.
- (w) The Contractor shall assist in the development and use the approved production Problem/Change Management system to track all problems and changes. Work will be documented in problem, services and/or change records and appropriate OCIO approval will be acquired for all changes made. The Contractor will assist the USPTO in developing a process that is ITIL based and determine the appropriate approval processes necessary to ensure the technical entities involved have reviewed and assured the changes are implemented with the appropriate engineering and operations approval.
- (x) The Contractor shall take appropriate action to maintain the goal of 99.95% metrics availability of PTONet. This is to be calculated by taking the total number of hours the network infrastructure is up during Production hours in a given month divided by the total number of production hours in that month. Production hours are 5:30 a.m. to 12:00 a.m. midnight (18.5 hours per day) including weekends and holidays (a 30-day month, total 555 hours of production time). Outages on any network device during production hours would bring the total availability below 100%. These numbers are collected throughout the month from EMS alerts and Problem Management Notification reports. The Contractor shall electronically maintain and update backup copies of all network device configurations.
- (y) The Contractor shall configure, maintain and repair WAN Accelerator, Application Load Balancer and VPN switches.
- (z) The Contractor shall monitor the status of spares and ensure adequate numbers are on-hand. The Contractor will provide a weekly status report to USPTO on the quantity of available spares.
- (aa) The Contractor shall resolve USPTO LAN/WAN port activations and patch management within one (1) hour as requested.

(bb) The Contractor shall manage and repair USPTO's Cisco Wireless equipment (Network Control System, Mobility Service Engine, Wireless LAN Controller and Access Points) and Wide Area Networks.

(cc) The Contractor shall configure, maintain and repair DNS, DHCP, Access Control System (ACS), Rivest, Shamir, and Adelman (RSA), Lucent VitalSuite VQIP (IPv4 and v6) Vitalnet, and Proxy servers.

(dd) The Contractor shall provide support for Network Compliance Manager (NCM), Cisco Identity Service Engine (ISE), and Network Admission Control (NAC); provide NCM, ISE, and NAC Operation and Maintenance support; develop and update NCM scripting requirements; monitor and update latest security patches, release notes, and/or software; review syslog (daily) for potential damage from emerging security threats and risks; and manage and monitor system events and syslog.

(ee) The Contractor shall perform O&M support for the Unified Business Collaboration System (UBCS) components (Routers, ManageExpress Virtual Office (MEVO), and Adaptive Security Appliance (ASAs)) to include: preventive maintenance, configuration and patch management, system backup, problem troubleshooting and resolution, and event monitoring and tuning.

(ff) The Contractor shall manage and repair USPTO's Cisco Nexus equipment.

(gg) The Contractor shall proactively tune CSB equipment to meet USPTO EMS monitoring requirement and perform EMS event escalation. See Table 4 below for Severity Level.

Table Four (4): Severity Level Classifications

Severity Level	Description
Critical	System is effectively "down" and immediate attention is required. Open a case with the Cisco Technical Assistance Center (TAC). Requesting support from the vendor and Tier3 after one hour of the investigation if the problem still exist (immediate action needed).
Major	A piece of a system is "down" or an incident is occurring on a system that seriously affects its service delivery. Immediate action is required after all "Critical" events are addressed. Open a case with the TAC. Requesting support from the vendor after two hours of the investigation if the problem still exists. (response within an hour).
Minor	Unusual activity is occurring on a system which requires analysis. The event should be investigated (response within eight (8) hours).
Warning	A notable event has occurred on a system, but no follow-up is required. This event is useful for historical investigations (response within twelve (12) hours).
Normal	A system has returned to service from an outage or an informational event has occurred. The return-to-service needs to be investigated, but the informational event does not.

C.15 Network Cabling

C.15.1 Network Cabling – Description

PTOnet currently provides connectivity to over twenty thousand (20,000) nodes, spread across ten (10) buildings on the Carlyle Campus of Alexandria, VA. Network cabling will be responsible for maintaining and installing new network connections across the campus.

C.15.2 Network Cabling – Requirements

(a) The Contractor shall provide day-to-day operational/installation, configuration, testing, maintenance and de-installation of cabling and hardware as necessary to support increased or decreased business unit requirements for the USPTO network cable plant Monday through Friday, from 6:30 a.m. to 5:00 p.m. and on-call support all other times excluding Thanksgiving Day, Christmas Day, and New Year's Day for all USPTO occupied facilities within the Arlington and Alexandria, Virginia. Note: A cable plant identifies the materials that will be used in building the cable infrastructure. It includes all quantity, type, and part numbers.

(b) The Contractor shall provide cabling support for the data center on a pre-scheduled, as needed basis. All cabling

work in the data center will be restricted to non-production hours on weekdays from 12:00 a.m. to 04:00 a.m. and on weekends from 10:00 p.m. to 04:00 a.m. Non-production cabling support will replace any regular production shift for that day. The Contractor shall arrive on-site to resolve all user network cable (i.e. twisted pair) and fiber optic cable outages within two (2) hours of first discovery of the problem. The Contractor shall resolve ninety-five percent (95%) of all fiber optic cable problems within four (4) hours of first discovery of the problem.

(c) The Contractor shall install, and test network cabling in accordance with policies and procedures as set by USPTO and provide certified Building Industry Consulting Service International (BICSI) resources with expertise polishing and installing fiber connectors and in the industry's latest network cabling technologies. In addition, the Contractor shall install patch cables as needed to establish network connectivity to network devices, Telco communication points of present and network end stations devices.

(d) The Contractor shall furnish all necessary personnel, cabling material, technical training, test equipment, services and facilities (except as otherwise provided) necessary to perform all of the requirements in the PWS.

(e) The Contractor shall use the production Problem/Change Management system to track all problems and changes. Work will be documented in problem and/or change records and appropriate OCIO approval will be acquired for all changes made.

(f) The Contractor shall create a service request record in a USPTO provided maintenance tracking system for all calls received from customers or problems identified. The tracking systems shall serve as the central repository of information used by information systems personnel in resolving calls relating to the USPTO cable plant.

(g) The Contractor shall provide infrastructure installation and maintenance for the network cable plant per the time frames outlined in Table Five (5) below:

Table Five (5): Network Cable Plant Infrastructure Installation and Maintenance Service Delivery Requirements

Request Change	Service Delivery Requirements
Installation and/or activation of network drops (0 to 20 drops)	Within ten (10) days after the receipt of a change request
Installation and/or activation of network drops (21 to 50 drops)	Within fifteen (15) days after the receipt of a change request
Installation and/or activation of network drops (51 plus drops)	As requested and negotiated with business unit and TOM.
Network activations only (0 to 25)	Within three (3) days after the receipt of a change request.
Network activations only (26 to 50)	Within seven (7) days after the receipt of a change request.
Network activations only (51 plus)	As requested and negotiated with business unit and TOM.
Deactivation of existing network drops (less than 50)	Within five (5) days after receipt of change request.
Deactivation of existing network drops (51 plus)	As requested and negotiated with business unit and TOM.
Patch panel and cabling installations.	As requested and negotiated with business unit and TOM.

C.16 Collaboration Services and support

C.16.1 Collaboration Services and Support – Description

(a) The OCIO must support the growing reliance on collaborative services while overseeing reliability and availability of the underlying systems. The purpose of this task is to provide both standardized and customized services that promote and facilitate collaboration, and to help manage the associated systems in a manner that ensures their confidentiality, integrity, availability, and usability. The vendor is expected to play an active part in maturing those systems and services to meet current and future needs.

(b) The Collaborative Services Support Branch (CSSB) within the OCIO is responsible for the operation and maintenance of collaboration systems that include:

- (1) Cisco/Tandberg video-teleconferencing systems, including endpoints and gateways
- (2) WebEx system services
- (3) Helix, Adobe Connect, and VBrick media servers
- (4) Cameras and encoders

(5) Audio devices and mixers

(6) Projectors and screens

(c) CSSB is also responsible for services that include:

(1) Virtual event setup and support, including scheduling and conducting live events, setting up webcasts, online collaboration meetings, conference calls.

(2) Video encoding, streaming and captioning.

(3) Event recording and editing.

C.16.2 Collaboration Services and Support – Requirements

(a) The Contractor shall manage staffing coverage and adjust scheduling as required to meet USPTO's requirements, goals, and workload(s), to ensure effective collaboration services. Typical coverage hours are between 7:30 a.m. and 5:00 p.m. The exact hours may vary based on the needs of the USPTO, and will generally be determined at least one business day in advance. The Contractor is responsible for ensuring all work is performed within the time frame established by the USPTO TOM and/or event coordinator at time of assignment.

(b) The Contractor shall ensure that USPTO collaboration systems are managed and maintained by conducting the following activities:

(1) The Contractor shall operate, maintain, upgrade, and secure, as authorized by the USPTO, all tools used to monitor, manage and maintain the enterprise collaboration infrastructure.

(2) The Contractor shall provide day-to-day operation, maintenance, and system administration of infrastructure devices dedicated to collaborative services and support.

(3) The Contractor shall perform regularly scheduled PM activities on assigned USPTO collaboration devices. This includes keeping current with all approved patches and technical bulletins per device vendor.

(4) The Contractor shall respond to and resolve USPTO's critical problems for assigned systems at USPTO domestic sites that include the Alexandria campus and Randolph Square location, as well as facilities in Pennsylvania (Boyers).

(5) The Contractor shall investigate and perform corrective action and remediation for authorization & assessment (A&A), Continuous Monitoring, FISCAM, and related efforts, as directed by the USPTO.

(6) The Contractor shall ensure that backup copies of all collaboration device configurations exist in a manner that permits rapid and efficient reconstitution of the devices to a fully operational state. Backups shall be made, stored, verified, used and secured in a manner to be approved by USPTO.

(7) The Contractor shall review error codes or system messages which may be present on the collaboration, audio, or visual equipment or generated from other monitoring systems. The Contractor will work with USPTO staff to identify and remedy such errors within established SLAs.

(8) The Contractor shall assist in maintaining IT Asset and Configuration Management for Collaboration equipment including: hardware, software, and configuration elements in compliance with USPTO policies and procedures at all times.

(9) The Contractor shall assist in client deployments, as needed.

- (10)** The Contractor shall develop plans and schedules, estimate resource requirements, define milestones and deliverables, monitor activities, and evaluate and report on accomplishments sufficient to manage small assigned projects.
- (11)** The Contractor shall ensure that the USPTO collaboration suites and related services are planned, coordinated, operated and maintained by possessing or performing the following, sufficient to support approximately thirty (30) events per month.
- i.** The Contractor shall proficiently operate USPTO owned collaboration suite tools to ensure appropriate use of communications facets for diverse and complex voice, data and video systems and subsystems.
 - ii.** The Contractor shall provide expertise with WebEx collaboration software to include scheduling, configuring (e.g. recording, chat, whiteboard, application sharing, PowerPoint integration, and closed captioning) and managing WebEx events.
 - iii.** The Contractor shall recommend system changes that improve or enhance services; works with system administrators and other staff to implement approved changes.
 - iv.** The Contractor shall utilize Transmission Control Protocol / Internet Protocol (TCP/IP) troubleshooting knowledge to diagnose network connectivity issues.
 - v.** The Contractor shall provide audio-visual support services.
 - vi.** The Contractor shall operate and maintain simple to complex types of audio visual equipment – e.g. sound systems, audio recording devices, webcasting, videotaping live programs, video teleconferencing, computer data video production and related services.
 - vii.** The Contractor shall provide expertise in operating audio conferencing systems and equipment. Audio conferences are scalable from a few participants to over one hundred participants.
 - viii.** The Contractor shall operate Tandberg and Polycom Video Teleconferencing equipment – e.g. Multipoint Control Units (MCU), Gatekeepers, Management servers, individual end points, etc.
 - ix.** The Contractor shall respond to any and all alerts generated by the Tandberg equipment, and report anomalies to the C3 or other as designated by USPTO.
 - x.** The Contractor shall operate and maintain streaming servers and associated content management systems (e.g., VBrick, Helix, and Adobe Connect).
 - xi.** The Contractor shall be proficient with editing of video events utilizing Sony Vegas, WebEx provided applications, and other tools which may be provided by the USPTO.
 - xii.** The Contractor shall provide expertise in the operation and maintenance of webcasting mechanisms, to include multi-casting techniques to reduce bandwidth issues. Participants could exceed 20,000 per multicast.
 - xiii.** The Contractor shall provide expert services and production support for webcasts, virtual collaboration, and/or recording for live events, seminars, conferences, etc., with potential for over 10,000 participants for a single event.
 - xiv.** The Contractor shall implement measures to establish effective operability and interoperability between USPTO offices.
 - xv.** The Contractor shall work with highly technical professionals to ensure effective coordination with other USPTO departments, other agencies, and private entities.

- xvi. The Contractor shall manage event scheduling, setup, and coordination.
 - xvii. The Contractor shall plan and prepare procedures required for successful support of special events, presentations, and other collaboration activities after conferring with presenter.
 - xviii. The Contractor shall provide advice and guidance to others on all aspects of virtual event operations, collaboration suite planning, and new collaboration suite technologies.
 - xix. The Contractor shall distribute collaboration and Audio/Visual user training documentation, reference cards, training material as provided by USPTO to individuals, offices, conference facilities and other locations specific to on an ad-hoc basis.
 - xx. The Contractor shall assure that events and associated materials are managed to provide accessibility and Section 508 compliance.
- (12) The Contractor shall manage collaboration metrics to provide monthly collaboration activity reports to Leadership on daily use of tools on an ad-hoc basis.

C.17 Authorization & Assessment (A&A)

The Contractor shall comply with the A&A requirements, which includes continuous monitoring, found in the following clauses: (1) H.24 CAR 1352.239-72 Security Requirements for Information Technology Resources (April 2010) and (2) H.23 CAR 1352.237-70 Security Processing Requirements- High or Moderate Risk Contracts.

C.18 Remote Site End User Support

C.18.1 Remote Site End User Support Description

The USPTO may require the contractor to perform some or all of the requirements listed herein at locations other than the Carlyle Campus in Alexandria, VA.

C.18.2 Remote Site End User Support Requirement

The Contractor shall be required to work with and in some cases transfer knowledge to the onsite operations and maintenance support contractors at each regional office identified under Section C.3.f. The following requirements will be utilized in support of the regional office effort: Desktop Field Support (§C.7.2), Warehouse Operations (§C.8.2), Audio Visual Support (§C.9.2), Security Operations & Enterprise Monitoring (§C.12.2), Network Operations & Maintenance (§C.14.2), Network Cabling (§C.15.2), and Collaboration Services and Support (§C.16.2). This list is not all inclusive. The Contractor shall be notified in advance of the need to fulfill these requirements via formal written communication (e.g. request for pricing against a performance work statement, issuance of a new task order, a modification, etc.).

C.19 Electronic Business Center (EBC) Customer Service

C.19.1 Electronic Business Center (EBC) Customer Service Description

The Electronic Business Center (EBC) is a contact center, operating under the direction of Patents' OPIM, which provides support to external Patent customers on numerous automated filing and file management systems. Customers may call or email the EBC with inquiries related to their support needs. The EBC offers online electronic filing information and instructional material, and is available to assist users through one-on-one support during its normal business hours, Monday – Friday, 6:00 am – midnight Eastern me. 470,896 Patent Applications are filed on average annually and over 98% of all Patent applications that are filed at the USPTO are submitted electronically, via Electronic Filing System (EFS-Web). Applicants who file electronically or in paper will need online access to patent application information via the Patent Application Information & Retrieval (PAIR) system. These stakeholders receive their support from the EBC. The EBC also serves as a liaison in directing customers to other USPTO organizations that can address their specialized business issues and needs. EBC support will eventually be incorporated into USPTO's future contact

center modernization contract. Advanced notice will be provided to and negotiated with the Contractor to allow sufficient phase-out time.

The following tasks are handled by the EBC:

- a) Enterprise- Knowledge Management** The EBC maintains and shares electronically to all agents and written Standard Operating Procedures (SOPs) related to processes supported. This information is used to guide agents in their day-to-day activities, and is utilized to train incoming agents. Knowledge management is a key activity and is used to standardize and improve processes, customer satisfaction, and agent quality.
- b) Customer Satisfaction** The EBC also collects USPTO Customer Satisfaction data. Customer satisfaction data shall be collected and the EBC's customer satisfaction shall be compared against other Patent contact centers. Information is leveraged to identify opportunities for improvement and plans of action are created that may include training, process improvement, or resource adjustments.
- c) Call Monitoring** – The EBC employs call monitoring as a tool for staff development and improvement.
- d) Ticket/Agent Quality** Another area of continuous improvement focus within the EBC is the collection of ticket quality information to ensure that each ticket captures, at a minimum, the following information and that it is complete and correct:
 - (1)** Customer Name and Contact Information
 - (2)** Customer Question/Problem documented
 - (3)** Trouble shooting process/steps are documented
 - (4)** Results of trouble shooting is captured
 - (5)** Patent Application numbers (if applicable) are captured
 - (6)** Customer Number and/or Registration Number are captured

Systems and tools supported by the EBC contact center include:

- a) Electronic Filing System (EFS-Web):** The USPTO's web-based patent application and document submission system. More information can be found at <http://www.uspto.gov/patents-application-process/applying-online/about-efs-web>
- b) Public and Private Patent Application Information and Retrieval (PAIR):** A system that displays information regarding patent application status. More information can be found at <http://www.uspto.gov/patents-application-process/check-filing-status-your-patent-application>
- c) PatentIn:** An application that allows customers to create sequence listings.
- d) More information can be found at** <http://www.uspto.gov/patents-getting-started/patent-basics/types-patent-applications/utility-patent/checker/patentin>
- e) Checker:** A validation tool for sequence listings. More information can be found at <http://www.uspto.gov/patents/resources/tools/checker/index.jsp>

Average statistics for the EBC Customer Service contact center are displayed in the tables below:

Average Daily Contact Center Statistics

Day	Average Number of Calls Answered	Average Talk Time per Call (seconds)	Average After Call Work per Call (seconds)	Average Total Time per Call (seconds)
Monday	364	401	99	500
Tuesday	379	456	122	577
Wednesday	384	451	125	576
Thursday	360	437	120	557
Friday	358	480	129	609

Average Call Volume by 30 Minute Intervals

Time Frame	Average Percent of Calls Answered Per Time Frame
6:00 AM – 6:30 AM	0.2%
6:30 AM – 7:00 AM	0.2%
7:00 AM – 7:30 AM	0.2%
7:30 AM – 8:00 AM	0.3%
8:00 AM – 8:30 AM	0.7%
8:30 AM – 9:00 AM	1.6%
9:00 AM – 9:30 AM	2.6%
9:30 AM – 10:00 AM	3.4%
10:00 AM – 10:30 AM	3.9%
10:30 AM – 11:00 AM	4.4%
11:00 AM – 11:30 AM	4.9%
11:30 AM – 12:00 PM	5.0%
12:00 PM – 12:30 PM	5.0%
12:30 PM – 1:00 PM	4.9%
1:00 PM – 1:30 PM	5.1%
1:30 PM – 2:00 PM	5.3%
2:00 PM – 2:30 PM	5.5%
2:30 PM – 3:00 PM	5.7%
3:00 PM – 3:30 PM	5.6%
3:30 PM – 4:00 PM	5.6%
4:00 PM – 4:30 PM	5.7%
4:30 PM – 5:00 PM	5.2%
5:00 PM – 5:30 PM	3.8%
5:30 PM – 6:00 PM	2.8%
6:00 PM – 6:30 PM	2.1%
6:30 PM – 7:00 PM	1.9%
7:00 PM – 7:30 PM	1.5%
7:30 PM – 8:00 PM	1.3%
8:00 PM – 8:30 PM	1.0%
8:30 PM – 9:00 PM	0.9%
9:00 PM – 9:30 PM	0.7%
9:30 PM – 10:00 PM	0.7%
10:00 PM – 10:30 PM	0.6%
10:30 PM – 11:00 PM	0.6%
11:00 PM – 11:30 PM	0.5%
11:30 PM – 12:00 AM	0.4%

C.19.2 Electronic Business Center (EBC) Customer Service Requirements

- a)** The Contractor shall provide EBC support in the form of customer service to external Patent customers who file or access patent information electronically or use other EBC website features. See Attachment Eight (8) for EBC-supported system descriptions.
- b)** The Contractor shall ensure that a team lead is available during all contact center hours of operation (See Paragraph q below.).
- c)** The following support activities shall be performed. This list is not intended to be exhaustive. Other activities may be added as the patent process evolves. Note, however, that this support does not extend to substantive patent prosecution or legal issues.
- (1)** Provide contact center support to customers who file or access patent information electronically or use other EBC website features.
 - (2)** Create a 'ticket' in USPTO Contact Center Management System (UCCMS) for:
 - i.** Access issues (e.g., security key, customer numbers)
 - ii.** Assistance with requesting a customer number and editing information associated with a customer number. More information can be found at: <http://www.uspto.gov/patents/process/file/efs/guidance/register.jsp>
 - iii.** Assistance with requesting and editing digital/security certificates for EFS-Web and Private PAIR access <http://www.uspto.gov/patents/process/file/efs/guidance/register.jsp>
 - iv.** Customer number processing and data changes
 - v.** Customer number uploads
 - vi.** PAIR Bibliographic data changes
 - vii.** Public Key Infrastructure (PKI) certificate processing and recoveries
 - viii.** Electronic filing using the EFS-Web system
 - ix.** Access to patent application information using Private and/or Public PAIR
- d)** The Contractor shall provide customers with general filing information and assistance using ecommerce systems (with processes provided upon award):
- (1)** EFS-Web
 - (2)** Public and Private PAIR
 - (3)** PatentIn
 - (4)** Checker
- e)** The Contractor shall monitor all of the EBC's mailboxes (EBC, PDX, EFS-Web).
- f)** The Contractor shall provide database development and management for the EBC Issue Tracker System database. The EBC Issue Tracker allows EBC contact center agents to enter issues and have an e-mail automatically generated and sent to the proper parties for resolution. The issue tracker also allows the user to track and modify open issues as well as report and search on both open and closed issues.
- g)** The Contractor shall direct customer issues to other USPTO customer support organizations either by referring

customers directly to other USPTO organizations or by contacting other organizations and then providing responses back to the customers as appropriate.

- h)** The Contractor shall provide technical support for the Right Fax system (central USPTO fax system).
- i)** The Contractor shall develop and keep up to date all EBC documentation, including SOPs, process flows, frequently asked questions, and update knowledge, including knowledge packs, with the goal of providing high-quality, up-to-date, and consistent customer service by all contact center agents, as well as facilitating the training and onboarding of new hires so that inexperienced staff can perform all necessary work and successfully provide service, as detailed above to external customers. Store documentation in a shared location (e.g., SharePoint, share drive).
- j)** The Contractor shall provide technical support for Patent Full-Text DB (PatFT), Application Full-Text DB (AppFT).
- k)** The Contractor shall resolve issues within reasonable timeframe, and direct unresolved tickets to appropriate Tiers of support (see Paragraph (r) below, SLAs).
- l)** The Contractor shall submit trouble issues using Patent Automation Support Manager (PASM) for the following systems: SCORE, PALM, IFW, PatFT/AppFT. Through the PASM, the contact center agents can submit external customer's suggestions, questions, or comments regarding USPTO's automation tools to OPIM's system program management support staff.
- m)** The Contractor shall monitor Interaction Client queue for emails, voice mails, phone calls, and record detailed tickets in the UCCMS. The UCCMS is a Siebel product that serves as the main customer relationship management tool that all contact centers use to document customer contacts. The system logs all customer requests and problems and records all actions taken by the agents to resolve the customer's request or problem. The system also has a built-in knowledge management system.
- n)** The Contractor shall provide quality assurance and analyze UCCMS ticket information to determine trends and possible solutions; report EFS-Web and PAIR system outages to appropriate team and provide continuous updates until outage is resolved (Problem Notification Reports).
- o)** The Contractor shall support different platforms and browsers, to include but not limited to Windows, Apple, Explorer, Chrome, Safari, and Firefox.
- p)** The Contractor shall provide quality assurance for all work performed under this CLIN. Quality assurance through the review of monitored/recorded calls shall serve the interests of staff development and improvement.
 - (1)** EBC Management will monitor a minimum of 100 voice recording calls per month and include a completed scorecard for each call.
 - (2)** For each call monitored call, management will pull all corresponding UCCMS tickets for quality review.
 - (3)** Each Agent will receive feedback on the calls monitored within a week from review. If there is an issue or emergency the Agent will receive feedback immediately.
 - (4)** Ad Hoc monitoring will take place in addition to the minimum number of calls monitored per month. This could include monitoring by other leadership, within OPIM.
 - (5)** Review meetings will be held monthly with the EBC Government staff.
 - (6)** An emergency meeting will be held with the EBC Government staff as soon as possible when a serious matter is identified impacting any of the following:
 - i.** information technology security,
 - ii.** intellectual property security,

- iii. physical security,
- iv. the public image of the USPTO,
- v. the level of support staff service or the health or
- vi. welfare of the support staff.

q) The EBC contractor contact center employees shall perform all work between the hours 6:00 AM and 12:00 AM EST, Monday through Friday, independent of the Federal Government being open, closed, or released early. Should the Federal Government be closed, delayed in opening, or closed due to inclement weather, natural or unnatural disasters or emergencies, the Contractor staff are working in contractor space shall work in accord with their normal schedule at the discretion of the Contractor. The Contractor will use its best judgment to determine staff presence at that location to protect the health and safety of its employees and provide OPIM management and the TOM with written notice of a decision to close its workspace and have the support staff use WAH equipment for continuity of service. Email is sufficient for all approvals & notifications.

r) The contractor shall adhere to the following SLAs. Increase in call volumes/ abandoned calls due to circumstances beyond the Contractor’s control such as, but not limited to, USPTO system or telephone system problems or outages will be documented to justify any missed SLAs.

Answer Customer Calls	80% of the incoming calls will be answered within 20 seconds
First Call Resolution	90% of customer inquiries will be answered during the caller’s first contact
Quality Score	An average of 80% will be “met” for all completed Quality Scorecards. See Quality Scorecard in Attachment 10
Email Response Time	All emails will be responded to within 24 hours of receipt (Fri/Sat/Sun by Mon)

s) During the period of time after award and before the Contractor assumes full responsibility for operations under the contract, the Contractor shall work closely with OPIM managers to assure that all necessary documentation and training is received.

t) The Contractor shall provide for an orderly knowledge transfer one (1) month prior to the end of the contract. During this time the Contractor shall arrange and deliver a knowledge transfer briefing for each activity to the OPIM point of contact (POC), stakeholders, and new Contractor personnel. The Contractor will present online (CM repository and SharePoint) sources for documentation, operating procedures, best practice guides and how-to documents pertaining to the activities and describe their status. The documents are to be clearly explained and questions relating to them answered. The Contractor shall also provide training for new personnel so that they are able to perform all work necessary for continuity of operations.

C.20 EBC Administrative Support

C.20.1 EBC Administrative Support – Description

EBC administrative support manages customer number requests, certificate action forms (new and recoveries), customer data changes, customer number upload spreadsheets, bibliographic data changes, and associates Patent Cooperation Treaty (PCT) applications with a customer number.

C.20.2 EBC Administrative Support – Requirements

The Contractor shall provide the following administrative support to the EBC (see Attachment 9) to include but not limited to:

- a) Coordinating the process of filing PKI documents with USPTO security office.
- b) Routing documents received in the EBC to the correct office.
- c) Onsite storage and sending materials to off-site storage and managing the retrieval from both onsite and offsite storage of all customer completed forms and documentation, coordinating with the Records Management group.

- (1) Scan and store EBC documents
 - (2) New Certificate Action Forms – Scan and Store
 - (3) Request for Customer Numbers – Scan and Store
 - (4) Request for CN Data Changes – Scan and Store
 - (5) Request to Update a PCT Application with a Customer Number – Store
- d) Onsite storage of forms processed by the EBC for a period of three (3) years. After this time, the Contractor will send forms to off-site storage and manage the retrieval from both onsite and offsite storage of all customer completed forms.
- e) Manage the information in the EBC's databases, (i.e., Customer Number, Gen Stats, and EBC Data warehouse).
- f) Provide quality assurance for all work performed under this CLIN.
- g) The Contractor shall ensure that administrative support is available in accordance with the schedule for EBC support described in Paragraph C.19.2.q in the section above.

C.21 Future Requirements

Radio Frequency Identification (RFID) support– includes the installation of RFID tags on current assets as well as the creation and installation of RFID tags on new assets as they are acquired and received. Also, the Contractor will be required to perform monthly walk through with equipment designed to read the RFID tags to assist in tracking assets. These monitoring transactions will be processed and assets not found will be further investigated. Transactions from RFID reading devices will be reviewed by the Contractor and any discrepancies found must be corrected within one (1) business day.

C.22 Qualification of Contractor Personnel

- (a) The Contractor shall propose a labor mix of experienced and qualified personnel necessary to complete each issued task order.
- (b) The USPTO will not provide or pay for training conferences or seminars to be given to contractor personnel in order for them to perform their tasks, with the exception of USPTO-specific and specialized training not obtainable outside the USPTO (e.g., patent examination process class). The Contractor is expected to provide trained, knowledgeable personnel according to the requirement of the issued task order. If it is determined during the performance of the task order that training, conferences, or seminars not specified in the TO are required, only the CO may approve the training.
- (c) Contractor personnel must possess excellent communication skills (e.g., excellent written and verbal communication skills acquired via customer service work). Excellent verbal communication skills include the ability to establish a professional rapport with customers; be a good listener and obtain required information; see things from another person's perspective; express knowledge in a clear, simple manner; explain technical matters to non-technical people; and be able to uphold the interests of the USPTO and convince others by making valid and relevant points in a professional manner. Excellent written communication skills includes ensuring text is accurate and is expressed in clear, straightforward manner.
- (d) Contractor personnel must possess administrative and project management skills. The USPTO uses Microsoft Project Professional for all project management needs and Microsoft SharePoint for documentation version control and repository needs. Staff should be skilled with these tools to electronically update project plans and upload documents to our EMS.
- (e) Any contract employee positions associated with a need for access to IT and other sensitive information shall be subject to a position sensitivity analysis based on the duties associated with each individual position. The results of the

position sensitivity analysis shall identify the appropriate background investigation to be conducted for individuals filling these positions. All background investigations shall be conducted by the Government.

(f) The Contractor shall not employ any person who is an employee of the United States Government. The employment of non-citizens for all requirements except Security Operations & Enterprise Monitoring, must meet the requirements set for under Section H.23 "CAR 1352-237-70" Security Processing Requirements - High or Moderate Risk Contracts.

(g) The requirement for Security Operations & Enterprise Monitoring must be employed by resources that are able to maintain a Secret Clearance. In order to possess a Secret Clearance, one must have US citizenship.

C.23 Key Personnel

(a) The Contractor shall provide resumes for the Key personnel noted below and as stipulated in Section H.15:

Program Manager
Quality Manager

(b) The Program Manager must have demonstrated the ability lead a program similar in size and complexity as the EUS Services. USPTO's preferred minimum qualifications for this position includes the following:

- (1) Eight (8) years or more demonstrated experience in the field or in a managerial related area in which he or she has experience in planning, setting deadlines, leading and directing the work to others, monitoring project completion, as well as allocating people and resources to individual team/task order.
- (2) Bachelor's degree in the related subject area.

(c) The Quality Manager must have demonstrated the ability to manage a program similar in size and complexity as the EUS. USPTO's preferred minimum qualifications for this position includes the following:

- (1) Eight (8) years or more demonstrated experience in the field or in a managerial related area in which he or she has experience in managing SLA, quality policies, procedures, processes, programs, and practices, to assure that the team of continuous performance to meet customer requirements.
- (2) Possess at least a Bachelor's degree in the related subject area.

(d) If at any time during the performance of this contract, Key personnel will be out of office for longer than one (1) week, the contractor shall provide a designated alternate for the Key personnel, or as a no cost alternative provide at a minimum a written plan, subject to COR and CO approval, as to how the Offerer plans to address and respond to any issues arising in the absence of the Key personnel so as to ensure minimal delays in implementing any corrective action.

(e) Before replacing any individual designated as Key by the Government, the Contractor shall notify the CO no later than fifteen (15) business days in advance, submit written justification for replacement, and provide the name and qualifications of any proposed substitute(s). All proposed substitutes shall possess qualifications equal to or superior to those of the Key personnel being replaced.

(f) The Contractor shall not replace Key personnel without prior written consent from the CO. The Government will identify Key personnel in each TO.

END OF SECTION C

SECTION D - PACKAGING AND MARKING

D.1 Packing and Marking

(a) All items shall be preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe and timely delivery at the destination, in accordance with applicable security requirements.

(b) Cover letters and deliverables shall be assembled together in one complete package; with the exception of technical deliverables required under TOs, and addressed to the Contracting Officer. The Contractor is to furnish the Contracting Officer only the cover letters for technical deliverables. This does not apply to any contractual administration documents that the Contractor is required to send to the Contracting Officer.

(c) All deliverables shall be accompanied by a Receipt for Documentation. The USPTO will date/time stamp the receipt and return it to the Contractor for their records.

(d) **PROCUREMENT SENSITIVE MATERIALS** -- All procurement sensitive documents delivered to the USPTO shall be bound under a red cover for easy identification. Procurement sensitive deliverables must be packaged for delivery in a sealed, addressed envelope or box. The envelope or box must include a label that includes a procurement sensitive notification. Delivery of procurement sensitive deliverables shall follow the same procedures used for other contract correspondence/deliverables.

(e) Other special packaging provisions may be specified in any task order issued under this contract.

D.2 Equipment Removal

(a) All Contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by the Contractor, at the Contractor's expense, within ten (10) calendar days after contract expiration, or as mutually agreed by the Government and the Contractor. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the Contracting Officer. Specific requirements will be addressed in individual task orders.

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 Clause Incorporated by Reference (FEB 1998)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Clause	Title	Date
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996
52.246-6	INSPECTION--TIME AND MATERIAL AND LABOR HOUR	MAY 2001

E.2 Inspection and Acceptance

- (a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under each task order issued under this contract.

- (b) Inspection and acceptance will be performed at:

**U.S. Patent and Trademark Office
600 Dulany Street
Alexandria, VA 22314-5782**

- (c) Deliverables will be recommended for acceptance or rejection by the designated Contracting Officer's Representative (COR). The Contracting Officer will make the final determination.

- (d) All reports, documents, and narrative-type deliverables (except as specified within an individual task order) shall be submitted in draft and final form, in both hard copy and electronic file format. Unless otherwise specified in task orders, the Government will have fifteen (15) working days to determine the acceptability of all completed draft deliverables (the USPTO views draft deliverables that do not have USPTO comments incorporated within as final documents). Any deficiencies shall be corrected by the contractor and incorporated into the final deliverable within ten (10) working days. The Government will have ten (10) working days to determine the acceptability of completed final deliverables. Deficiencies in final deliverables shall be corrected by the contractor within ten (10) working days.

- (e) Deliverables, both hardcopy and softcopy, will be accepted when all discrepancies, errors, or other deficiencies have been resolved to the Government's satisfaction.

- (f) Acceptance or rejection of all submitted deliverables (both draft and final) will be formally communicated in writing from the COR within the timeframe specified. All notifications of rejection will be accompanied by specific justification or substantiation of the reason(s) for rejection.

E.3 Quality Assurance Surveillance Plan (QASP)

The contractor's work will be reviewed and inspected by the USPTO Contracting Officer's Representative (COR), who has final approval and acceptance, in accordance with the Government's Quality Assurance Surveillance Plan (QASP). The development of the Government's QASP takes into account the Contractor's proposed quality control plan. The QASP is finalized and agreed to by the contracting parties no later than ten (10) days after contract award.

END OF SECTION E

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 Clauses Incorporated By Reference

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

Clause	Title	Date
52.242-15	Stop Work Order	AUG 1989

F.2 Identification of Contract Deliverables

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

- (1) Contractor's name and business address;
- (2) Contract number and task order number;
- (3) Date of report; and
- (4) Name and office location of the COR.

b) Each task order (TO) will specify the deliverables to be produced by the Contractor and the delivery date. All documentation deliverables shall be submitted initially in draft form. The Government will have fifteen (15) working days to determine the acceptability of all completed draft deliverables and ten (10) working days to determine the acceptability of all completed final deliverables. Deficiencies in draft and final deliverables shall be corrected by the Contractor within ten (10) working days of notification by the Government. In addition to the services required under the contract, the Contractor shall be required to provide the following deliverables, after completion of each USPTO TO:

- (1) Deliverables stated in each of the assigned task orders
- (2) Monthly Status Reports (See Section F.4 "MONTHLY STATUS REPORT")

c) Deliverables shall be received by the COR named in Section G.2 "Contracting Officer's Representative" of the contract as specified in the individual TO and in accordance with the Government's QASP.

F.3 Government Holidays

(a) The following legal holidays are observed by the USPTO:

New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Inauguration Day	As Applicable every 4th year
* Any other day designed by Federal Statute, Executive Order or Presidential Proclamation	

(b) The USPTO shall comply with the aforementioned Government holidays, as well as any other day designated by Federal Statute, Executive Order, or Presidential proclamation. Therefore, it is possible that Government offices may be closed to the Contractor's staff on the day(s) these holidays are observed. In addition, work may not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or when

Federal offices are closed due to inclement weather conditions. The Contracting Officer Representative (COR) will notify the Contractor when early release of Federal employees has been authorized.

F.4 Monthly Status Report

(a) The Contractor shall submit a monthly status report, covering the first day of the month through the last day of the month. One (1) copy each of the status reports is due, in electronic format, to the COR and the Contracting Officer within fifteen (15) calendar days after the end of each calendar month. The format for the status report shall include the following:

- (1) contract summary sheet to include the contract number and title
- (2) task by task status report
- (3) summary of problems
- (4) summary of expenditures

(b) Each task in progress shall be summarized to identify the TOM for both the USPTO and the Contractor, the task objective, progress, planned activities, information about deliverable status, and problems. The problem summary section shall describe any problems and proposed solutions, if applicable, and problem resolutions. For Time and Material (T&M) task orders, the expenditures section shall summarize, either in tabular or granular format, the estimated costs and labor hours, overall and by task. Data shall include:

- (1) Labor hours and dollar amounts expended for each labor category from the effective date of the contract through the last day of the current reporting month;
- (2) Labor hours and dollar amount expended by category during the current reporting month;
- (3) Estimates of labor hours (by category) to be expended during the next reporting month; and
- (4) Identification of direct labor hours of prime Contractor and subcontractor(s), if applicable.

(c) In addition to the monthly status report, the COR may request additional reports from the Contractor as necessary.

F.5 Period of Performance

(a) The effective period of this contract is as follows is found in Section B.2.

(b) 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, even if the end date of the order extends beyond the end date of this contract. The contract shall govern the Contractor's and the Government's rights and obligations with respect to the order to the same extent as if the order were completed during the contract's effective period. Task orders will not be issued prior to the availability of appropriated funds from which expenditures thereunder may be made.

F.6 Place of Performance

Performance of this contract shall be carried out at USPTO facilities, the Contractor's facilities, and/or other sites designated by the USPTO. See locations specified in Section C.3. Each task order will specify the specific place of performance.

F.7 Contractor reporting of Actual expenditures/deliverables (CLINs 0001 and all other associated CLINs)

(a) F.7 is for informational purposes only - The USPTO requires timely, accurate, and complete reporting of actual expenditures to facilitate decision making and contract management.

(b) The Contractor shall submit the information required in the Contractor Actuals Deliverables templates in the format

prescribed by each template:

- (1) Contractor's **High Level Planned Template** or Level of Effort (LOE) estimate if applicable.
 - (2) Contractor's **Detailed Planned Template** for Approved Task Management Plan, if applicable.
 - (3) Contractor's **Actuals Template** or FN01, if applicable.
 - (4) Contractor's **Invoice Template**.
- (c) The Contractor shall deliver the required templates in accordance with the schedule below:
- (1) The Contractor shall deliver the Contractor's **High Level Planned Template** within five (5) calendar days of award and shall submit an updated template in its entirety with revisions for any funding or period of performance changes issued by modification of the Task Order.
 - (2) The Contractor shall deliver the Contractor's **Detailed Planned Template** for Approved Task Management Plan (TM02), if applicable, with the submission of each Task Management Plan.
 - (3) The Contractor shall deliver the Contractor's **Actuals Template** on a bimonthly basis, i.e., one for each reporting period covering the 1st through the 15th of the month, and one for each reporting period covering the 16th through the end of each month. The Contractor shall deliver the Contractor's Actuals Template for the reporting period covering the 1st through the 15th of the month no later than the 25th of the same month, and shall deliver the Contractor's Actuals Template for each reporting period covering the 16th through the end of each month no later than 10th of the following month.
 - (4) For contracts with a **4/4/5 Calendar** the Contractor shall deliver the Contractor's **Schedule Template**, which will identify the break out of each month to ensure there are 2 reporting periods per month. The template should include dates for the base and all option periods. The template should be submitted at the time of award or upon inclusion of this clause into an award, whichever comes first.
 - (5) The Contractor shall deliver Contractor's **Invoice Template** with the submission of the contractor's monthly invoice for the same month no later than 20th of the following month.
 - i. The Contractor shall deliver the templates in two electronic formats: Excel and Tab Delimited.
 - ii. The Contractor shall deliver the electronic data files with the "naming conventions" designated below.

Deliverable	Electronic File Naming Convention
High Level Planned Template	Contract Number_Contractor Name_Month_Year_Planned
Detailed Contractor Planned Template	Contract Number_ContractorName_Month_Year_Detailed Planned
Actuals Templates	Contract Number_Contractor Name_Month_Year_A or B_Actuals
Invoice Templates	Contract Number_Contractor Name_Month_Year_Invoice
Schedule Template	Contract Number_Contractor Name_SCHEDULE

- iii. The Contractor shall deliver the High Level Planned Template, the Detailed Contractor Planned Template, the Actuals Templates and the Schedule Template to the following email address: AMDCContractorDataSubmissionMailbox@USPTO.GOV. The Contractor shall deliver the Invoice Template to the Office of Finance at the following email address: OfficeOfFinance@uspto.gov.
- iv. Upon receipt of the electronic template file, the USPTO will validate certain data elements against the USPTO's financial and acquisition system of record. The USPTO will generate an error report in the event a validation fails. In this case, the USPTO will send the error report to the Contractor for correction. The Contractor shall correct all errors in the electronic template file(s) and shall submit complete, corrected template file(s) within five (5) calendar days of receipt of the error report. The Contractor shall deliver all corrected templates to the following email address: AMDCContractorDataSubmissionMailbox@USPTO.GOV except corrected invoice templates, which should be delivered to the Office of Finance at: OfficeOfFinance@uspto.gov. The USPTO will reject deliverables that include only corrected information rather than all required information.

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Contract Administration

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

G.2 Contracting Officer's Representative (COR)

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

(b) The COR will be determined at time of contract award. The COR may be changed at any time by the Government without prior notice to the Contractor, but notification of the change, including the name and address of the successor COR, will be promptly provided to the Contractor by the Contracting Officer in writing.

COR:

(b)(4)

ADDRESS:

U.S. Patent and Trademark Office
Vendor Management Division
600 Dulany Street, MDW,
Room MDW04A75
P.O. Box 1450
Alexandria, VA 22313-1450

PHONE:

(b)(4)

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

- (1) The COR is responsible for the technical aspects of the project and serves as the technical liaison with the Contractor. The COR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the scope of work, contract price, or other mutually agreed upon terms or provisions of the contract. Any Contractor request for changes shall be referred to the Contracting Officer. No such changes shall be made without the expressed prior authorization of the Contracting Officer. Alternate CORs, or Task Order Managers (TOMs) will be designated by the Contracting Officer to assist the COR if necessary. In such a case, the Contracting Officer shall designate the individual in writing and transmitting a copy of such designation to the Contractor. All authority granted to CORs and TOMs to administer contracts is derived from the Contracting Officer, and re-delegation is expressly prohibited.

G.3 Task Order Manager (TOM)

The TOM will be designated in writing by the Contracting Officer to monitor day-to-day aspects of task orders in conjunction with the COR. The TOM will have authority similar to the COR under the contract with regard to the specific task assigned. A TOM will be designated for all task orders.

G.4 Contracting Officer

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

G.5 Contract Administrative Office

(a) This contract will be administered by:

CONTRACTING OFFICER: Heather M. Bakos

ADDRESS: U.S. Patent and Trademark Office
Office of Procurement
600 Dulany Street, MDED01
P.O. Box 1450
Alexandria, VA 22313-1450

PHONE: 571.272.5361

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

G.6 Contracting Officer's Authority

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

G.7 Segregation of Costs by Task Order

As referenced in the Section G clause entitled, "SUBMISSION OF INVOICES," all costs shall be accumulated and invoiced by individual task order for billing purposes.

G.8 Submission of Invoices

The Contractor shall submit proper invoices on a monthly basis for payment in accordance with the invoicing instructions. One (1) original and two (2) copies of each invoice shall be submitted as indicated in the table below. Invoices shall, if applicable, deduct the withholding amount as specified in FAR 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts APR 1984), contained in Section I "CONTRACT CLAUSES" of this contract. All invoices shall be submitted to the following addresses:

	Address	City, State, Zip	Email Address	Fax #
Original	U.S. Patent and Trademark Office, Attn: Office of Finance, Mail Stop 17, P.O. Box 1450	Alexandria, VA 22313-140	OfficeofFinance@uspto.gov	(571)-273-6400
Copy 1	U.S. Patent and Trademark Office, Vendor Management Division, Attn: COR (TBD), 600 Dulany Street, P.O. Box 1450	Alexandria, VA 22313-1450	TBD	TBD
Copy 2	U.S. Patent and Trademark Office, Office of Procurement, Attn: Shellie Eaton, Contract Specialist, 600 Dulany Street, Mail Stop 6, P.O. Box 1450	Alexandria, VA 22313-1450	(Mail only)	

To constitute a proper invoice, each invoice submitted must include the following information and attached

documentation:

Name of the Contractor, invoice number and invoice data;

Contract number and task order number (one per invoice);

Description, price, and quantity of services actually delivered or rendered;

Name of Personnel performing the service, Labor-Hour Category, number of hours worked and cost;

Payment terms:

Name and signature of certifying official, title, phone number, and complete mailing address of responsible office to which payment is to be sent;

Period of performance covered by the invoice;

Other substantiating documentation or information as required by the contract; and

The following statement on the reverse side of the original of each invoice:

COR CERTIFICATION:

I certify to the best of my knowledge and belief that the services/products shown on the invoice have been performed and are accepted.

COR Name

COR Signature Date

G.9 Government-Furnished Property

Individual task orders will list any Government-furnished property or facilities to be provided to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause.

G.10 Government-Furnished Equipment

(a) Individual task orders will list any Government-furnished equipment to be provided, with specified delivery dates, to the Contractor for use in the performance of this contract. If the equipment, suitable for its intended use, is not delivered to the Contractor by the specified date, the Contractor will immediately notify the COR, with the Contractor indicating the impact and requesting direction from the COR.

(b) Title to Government-Furnished equipment shall, at all times, remain with the Government. The Contractor shall use the Government-Furnished equipment only in connection with this contract. Government-Furnished equipment will be returned to the Government upon conclusion of the TO; or as otherwise specified.

(c) The Contractor shall allocate time and the use of appropriate personnel at the Contractor site for all Government-furnished equipment, purchased equipment, hardware, and software for the USPTO's physical inventory conducted at the end of each fiscal year.

END OF SECTION G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 USPTO Security Clause – PTO-04C (JUL 2008)

Access to Government Facilities

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

Duplication and Disclosure of Confidential Data

(a) 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 Contracting Officer or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

Rights in Data

(a) 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.

Secrecy and Usage of Patent Information

(a) 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.

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

(c) 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.

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

(1) "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."

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

(f) Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

H.2 Limitation on Contractor Advertisements (PTO-06) (April Sep 2007)

The Contractor agrees not to refer to any contract awarded under this solicitation in commercial advertising so as to state or imply that the product or service 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 Contractor shall not be made without the prior written permission of the Contracting Officer.

H.3 Physical Access (PTO-08) (Sept 2006)

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.

H.4 Contractor Notification Requirement (Mar 2010)

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

H.5 Contractor FOIA Requirement (PTO-17) (Feb 2010)

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.

H.6 52.217-9 – Option to Extend the Term of the Contract (Mar 2000)

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

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

(c) The total duration of the contract, including the exercise of any options under this clause, shall not exceed Seven (7) years from the effective date of this contract.

H.7 Section 508 of the Rehabilitation Act of 1973 Compliance

In accordance with Section 508, Subsection 508 (a)(3), the USPTO requires that all Electronic Information Technology ("EIT"), as 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. For additional information, the official Government Web page is: www.Section508.gov

H.8 Duplication of Effort

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

H.9 Government and Contractor Furnished Facilities and Equipment

The USPTO will provide the Contractor with access to any aspect of its automated environment, and to any existing documentation, needed to carry out this project. Any space that the USPTO will provide to the Contractor will be specified on the applicable task order. The Contractor shall be responsible for its own leasing arrangements.

H.10 Insurance Coverage

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

- (1) 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.
- (2) 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.
- (3) 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.11 Notice to the Government of Delays

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COR, in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be

construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.12 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) The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

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

H.13 Supervision of Contractor's Employees

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

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

H.14 Task Order Procedures

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

(b) The designated COR will initiate the task order process by preparing a statement of requirements and/or objectives to be achieved that includes performance measures in the form of a Task Objective Statement (TOS). The Contractor shall meet with the CO and COR to mutually discuss and agree upon the requirements and/or objectives to be achieved.

(c) The Contractor shall prepare a proposal in response to the Contracting Officer's request for a proposal based upon the TOS. The Contracting Office shall be the responsible party for negotiating and approving the TOS proposal. The proposal shall contain the effective date of the task order, the COR and the TOM's name as designated in the TOS, a detailed description of the functional or other objectives to be achieved, a schedule for completion of the task order, any deliverables to be provided by the task order, any Government-furnished equipment, any Contractor-furnished items required, the labor categories required if T&M, the FFP amount anticipated, or a cost ceiling. All deliverables shall be measured against quality performance standards defined by USPTO and in accordance with the governments QASP, and as activities are determined at the Task Order level.

(d) Upon acceptance of the negotiated proposal by the Contracting Officer, the final task order statement of work will be issued to the Contractor.

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

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

(g) The Contractor shall not exceed the ceiling price established in each task order. If at any time the Contractor has reason to believe that the total amount for the task order will exceed 80% (percent) of the ceiling price specified in the order, the Contractor shall notify the Contracting Officer. Such notification shall include an estimate of the additional amount and, if necessary, additional time required for completion of the ordered work.

(h) Task orders may be placed at any time during the period of performance of the contract. Labor rates applicable to hours expended in performance of an order will be those rates in effect at the time of anticipated performance. Any order issued during the period of performance of this contract that is not completed within that period of performance shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices.

(i) Fixed price work will be ordered in accordance with the Contractor's proposed approach and pricing in response to this solicitation.

H.15 Key Personnel

(a) The Contractor shall identify the key personnel for each of the positions identified below. The Program Manager must be an employee of the prime Contractor. Key personnel shall include:

(1) Program Manager

(2) Quality Manager

(b) The Program Manager shall be assigned and available on this contract from the date of contract award.

(c) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (d) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (d) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(d) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Substitutes proposed should have qualifications equal to or better than those of the person who is being replaced. The Contracting Officer will notify the Contractor, within 15 calendar days after receipt of all required information, of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(e) If there are any changes to Key Personnel that take place after submittal of proposal(s), and prior to award of this contract, the Contractor shall notify the Contracting Officer of those changes. The Contractor shall submit resumes and signed letters of intent to perform for proposed key personnel.

H.16 Confidentiality of Information

(a) Any designs, equipment, and/or concepts that evolve from performance there under shall be considered

“Confidential.”

(b) The Contractor shall not disclose any confidential information obtained in the performance of this contract. Any presentation of any designs, equipment, or concepts based on information obtained from the tasks covered by this contract, will be subject to review and approval by the COR before publication or dissemination, for accuracy of factual data and interpretation.

H.17 Personnel Security Requirements

(a) Contractor administrative/clerical personnel working on this contract have been determined to meet the security criteria for and are designated as “Low Risk” positions. In accordance with established security procedures Contractors working in positions designated Low Risk must have a National Agency Check and Inquiries (NACI) initiated within 14 days of performance on the contract. This will require the Contractor to submit an investigative request package consisting of the following:

- (1) SF-85 (original plus 1 copy of Page 1 only) A sample of the SF-85 form may be viewed at <http://www.opm.gov/forms/html/sf.htm>.
- (2) Fingerprints will be required for all Contractor personnel working on this contract. The fingerprinting will be performed at the USPTO Security Office.
- (3) Contractor personnel, other than Contractor administrative/clerical personnel, working on this contract have been determined to meet the security criteria for and are designated as “Moderate Risk” and “High Risk” positions. See *H.23 CAR 1352.237-70 Security Processing Requirements – High or Moderate Risk Contracts*.

H.18 Performance Measurement

Performance measurements will be specified in each task order and as stipulated in the Government’s QASP. Upon completion of an issued task order, the Government’s TOM will perform an evaluation of the Contractor’s performance based on the performance measurements in said task order and as specified in the Government’s QASP. The evaluation of the Contractor’s performance may include input from the COR, Contracting Officer, and other USPTO sources deemed applicable. These task order evaluations will be used to prepare contract evaluations of Contractor performance as required in accordance with FAR Subpart 42.1502. Contractor performance evaluations will be conducted in accordance with FAR Subpart 42.15.

H.19 Contractor Justification for Other Direct Costs (ODCs)

All materials required for performance under the task orders issued pursuant to this contract that are not Government-furnished, shall be furnished by the Contractor. The Contractor shall utilize Government supply sources when available. Ownership of supplies acquired by the Contractor on time & material task orders with Government funds for performance of this contract, shall vest with the Government. The Contractor shall include a detailed description of all proposed ODCs in individual task order proposals. Parking at the USPTO for contractors who are located on the government’s site are not reimbursable costs.

H.20 Materials

When required in individual task orders, the Contractor shall submit the documentation required to the Contracting Officer for approval prior to entering into any equipment lease or purchase agreement.

H.21 Selected Items of Costs

(a) Travel Costs (Including Foreign Travel); Contractor personnel may be required to travel to support the requirements of this contract and as stated in individual task orders. Long distance and local travel may be required both in the Continental United States (CONUS) and Outside the Continental United States (OCONUS). For those task orders requiring travel, the Contractor shall include estimated travel requirements in the proposal. The Contractor shall then coordinate specific travel arrangements with the individual task order COR to obtain advance, written approval for

the travel about to be conducted. The Contractor's request for travel shall be in writing and contain the dates, locations and estimated costs of the travel. All travel shall be in accordance with the Federal Travel Regulations (FTR) in accordance with FAR SubPart 31.205-46.

(b) If any travel arrangements cause additional costs to the task order that exceed those previously negotiated, written approval by task order modification issued by the Contracting Officer is required, prior to undertaking such travel.

(c) The Contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement. Travel performed for personal convenience or daily travel to and from work at the Contractor's facility or local Government facility (i.e., designated work site) shall not be reimbursed hereunder. Costs associated with Contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs.

H.22 Training

The Government will not allow costs, nor reimburse costs associated with the Contractor training its employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. See Section C.22 "Qualification of Contractor Personnel." Other USPTO-specific or specialized training may be approved on a case-by-case basis by the Contracting Officer. Attendance at workshops or a symposium is considered training for purposes of this clause.

H.23 CAR 1352.237-70 Security Processing Requirements - High or Moderate Risk Contracts (PTO-12) (APR 2010)

H.23.1 Investigative Requirements for High and Moderate Risk Contracts

(a) All contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas, or to obtain access to a Department of Commerce IT system. All Department of Commerce 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

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

(2) IT Service Contracts

- i. High Risk IT – Background Investigation (BI)
- ii. 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 an Immigration and Customs Enforcement agency check.

(4) 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:

- i. Official legal status in the United States
- ii. Continuously resided in the United States for the last two years; and

- iii. 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.)
- iv. Security Processing Requirement; Processing requirements for High and Moderate Risk Contracts are as follows:
 1. The Contractor must complete and submit the following forms to the Contracting Officer Representative (COR):
 - a. Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions;
 - b. FD 258, Fingerprint Chart with OPM's designation in the ORI Block; and
 - c. Credit Release Authorization.
 2. 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.
 3. 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.
 4. Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. For non-U.S. citizens, the COR must request an Immigration and Customs Enforcement agency check. It is the option of the Office of Security to repeat the security processing on any contract employee at its discretion.

(b) Notification of Disqualifying Information

- (1) 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:
 - i. Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
 - ii. Falsification of information entered on security screening forms or of other documents submitted to the USPTO.
 - iii. 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.
 - iv. Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.
 1. 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.
 2. Access to National Security Information
 - a. Compliance with these requirements shall not be construed as providing a contract employee

clearance to have access to national security information.

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

H.24 1352.239-72 Security requirements for information technology resources. (APR 2010)

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

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

- (1) Sensitive information is “ * * * any information, the loss, misuse, or unauthorized access to, or modification of which could adversely affect the national interest or the, conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.”
- (2) For purposes of this clause, the term “National Security” is defined by the guidance set forth in:
 - (i) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 4.3.
 - (ii) The DOC Security Manual, Chapter 18.
 - (iii) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.
- (3) Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

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

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

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

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

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

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

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

- (1) Within 14 days after contract award, submit for DOC approval a System Certification Work Plan, including project management information (at a minimum the tasks, resources, and milestones) for the certification effort, in accordance with *DOC IT Security Program Policy* and [Insert agency or operating unit counsel specific guidance, if applicable]. The Certification Work Plan, approved by the COR, in consultation with the DOC IT Security Officer, or Agency/operating unit counsel IT Security Manager/Officer, shall be incorporated as part of the contract and used by the COR to monitor performance of certification activities by the contractor of the system that will process DOC data or connect to DOC networks. Failure to submit and receive approval of the Certification Work Plan may result in termination of the contract.
- (2) Upon approval, follow the work plan schedule to complete system certification activities in accordance with *DOC IT Security Program Policy* Section 6.2, and provide the COR with the completed System Security Plan and Certification Documentation Package portions of the System Accreditation Package for approval and system accreditation by an appointed DOC official.
- (3) Upon receipt of the Security Assessment Report and Authorizing Official's written accreditation decision from the COR, maintain the approved level of system security as documented in the Security Accreditation Package, and assist the COR in annual assessments of control effectiveness in accordance with *DOC IT Security Program Policy*, Section 6.3.1.1.

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

(End of Clause)

H.25 Post-Award Conference

(a) The USPTO shall hold a post award, performance kick-off conference within ten (10) days after contract award. The Contractor shall participate in a post award conference at no cost to the Government. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identify and resolve potential problems (See FAR Subpart 42.5). The Government's QASP will be finalized and accepted at this meeting, signifying both parties agree to its content and enforcement. The Contractor will be notified of the date, time, and location of the post-award conference by the Contracting Officer.

- (1) The conference will take place at:
U.S. Patent and Trademark Office
600 Dulany Street
Alexandria, VA 22313

H.26 Option to Solicit Additional Labor Categories

(a) If at any time during the performance of this contract, it is determined to be in the best interest of the Government, the USPTO shall have the right to add additional labor categories under this procurement. Reasons may include, but are not limited to provide additional resources when deficiencies exist with the current Contractor performance.

End of Clause

END OF SECTION H

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

(a) 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.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 1984
*52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	SYSTEM AWARD MANAGEMENT	JUL 2013
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC 2012
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	JAN 2014
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE -UNIFORM	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2014
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUL 2014
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL 2014
52.222-39	RESERVED	
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222.54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.224-1	PRIVACY ACT NOTIFICATON	APR 1984
52.224-2	PRIVACY ACT	APR 1984
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
52.227-14	RIGHTS IN DATA GENERAL Alternates II (DEC 2007) and III (DEC 2007)	MAY 2014
*52.232-1	PAYMENTS	APR 2005
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
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	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	MAY 2014
52.233-2	SERVICE OF PROTEST	SEPT 2006

52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
*52.243-1	CHANGES – FIXED PRICE Alternate I (APR 1984)	AUG 1987
52.243-3	CHANGES – TIME AND MATERIALS OR LABOR-HOURS	SEPT 2000
52.244-2	SUBCONTRACTS	OCT 2010
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY 2015
52.245-1	GOVERNMENT PROPERTY	APR 2012
*52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Fixed Price)	APR 2012
52.249-6	TERMINATION (COST REIMBURSEMENT) Alternate IV (SEP 1996)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

*Applicable only to CLINs 0003, 0004, 0005, and 0006 and associated options.

I.2 52.203-98, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

I.3 52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to comply with the provisions of this clause.

I.4 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 **the effective date of contract award or option period through 12 months.**

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

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

I.5 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 \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$10,000,000.00;

(2) Any order for a combination of items in excess of \$10,000,000.00; or

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 52.216-22 -- Indefinite Quantity (Oct 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and

Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **360 days after the contracts period of performance.**

I.7 52.219-6 -- Notice of Total Small Business Set-Aside (Nov 2011)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to--

- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).*

(c) *General.*

- (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
- (2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(a) 52.219-14 Limitations on Subcontracting (JAN 2017) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-

- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade Contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I.8 52.219-28 Post-Award Small Business Program Re-representation (Jul 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists,

consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall re-represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts—
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following re-representation and submit it to the contracting office, along with the contract number and the date on which the re-representation was completed:

The Contractor represents that it _____ is, _____ is not a small business concern under NAICS Code **541513** assigned to contract number _____ (TBD).

[Contractor to sign and date and insert authorized signer's name and title].

I.9 52.252-6 Authorized Deviations in Clauses (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.10 52.232-7 Payments under Time-and-Materials and Labor Hour Contracts (Aug 2012)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting

Officer or the authorized representative:

(a) *Hourly rate.*

- (1) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—
 - i. Performed by the Contractor;
 - ii. Performed by the Subcontractors; or
 - iii. Transferred between divisions, subsidiaries, or affiliated of the Contractor under a common control.
- (2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.
- (3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
- (4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.
- (5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by—
 - i. Individual daily job timekeeping records;
 - ii. Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
 - iii. Other substantiation approved by the Contracting Officer.
- (6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.
- (7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a), but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.
- (8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials.*

- (1) For the purposes of this clause—
 - i. *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
 - ii. *Materials* means—
 - (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;
 - (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
 - (C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and
 - (D) Applicable indirect costs.
- (2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—
 - i. Quantities being acquired; and
 - ii. Actual cost of any modification necessary because of contract requirements.
- (3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor—
 - i. Has made payments for materials in accordance with the terms and conditions of the agreement or invoice;

or

- ii. Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.
- (5) The Contractor may include allocable indirect costs and other direct costs to the extent they are—
- i. Comprised only of costs that are clearly excluded from the hourly rate;
 - ii. Allocated in accordance with the Contractor's written or established accounting practices; and
 - iii. Indirect costs are not applied to subcontracts that are paid at the hourly rates.
- (6) To the extent able, the Contractor shall--
- i. Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - ii. Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.
- (7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) *Audit.* At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting

documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) *Assignment and Release of Claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
- (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
- (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) *Interim payments on contracts for other than services.*

- (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.
- (2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) *Interim payments on contracts for services.* For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

I.11 System for Award Management (Sam)

(a) The General Services Administration (GSA) has implemented a system for vendors doing business with the Federal Government to manage their entity information in one central location, this new database is called **System for Award Management (SAM)**. This first phase of SAM became effective July 30, 2012, and includes capabilities for Central Contractor Registration (CCR), Federal Agency Registration (FedReg), Online Representations and Certifications Application (ORCA), and the Excluded Parties List System (EPLS). For more information please go to **SAM**.

(b) All contractors/vendors doing business with or would like to do business with the USPTO must have an active registration in **SAM**.

SECTION J - LIST OF ATTACHMENTS

J.1 List of Publications Referenced

(a) The following documents provide information needed to prepare proposals and for managing work to be performed under this contract. The documents are hereby made a part of this solicitation and any resultant contract.

J.2 Standards and Guidelines

The Intranet URL link to the USPTO System Development Lifecycle:

<https://usptogov.sharepoint.com/sites/e1b07ad4/New%20SDLC%2041%20Pages/SDLC%20Front%20Page.aspx>

J.3 List of Attachments

(a) The following attachments provide the other forms and information which are required for the submission of proposals.

Attachment 1 - Labor Category Descriptions and Rates

Attachment 2 - List of Acronyms

Attachment 3 - USPTO Media Protection Procedures

Attachment 4 - Electronic Business Center - Supported System Description

Attachment 5 - EBC Administrative Descriptions

Attachment 6 - Quality Scoreboard

Attachment 7 – Communication Services Branch (CSB) specific Change Management Procedures

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/20/2017		2. CONTRACT NO. (If any) DOC50PAPT1710003		6. SHIP TO:	
3. ORDER NO (b)(4)		4. REQUISITION/REFERENCE NO. 285P1751054		a. NAME OF CONSIGNEE Office of the Chief Information Officer	
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, 600 Dulany St.	
7. TO:				c. CITY Alexandria	
a. NAME OF CONTRACTOR 22ND CENTURY TECHNOLOGIES INC.		d. STATE VA		e. ZIP CODE 22313	
b. COMPANY NAME 22ND CENTURY TECHNOLOGIES INC.		f. SHIP VIA			
c. STREET ADDRESS 1 EXECUTIVE DR STE 285		8. TYPE OF ORDER			
d. CITY SOMERSET		<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 NJ		f. ZIP CODE 08873-4024		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 2017-A-00-285300-SVEVNT-NONCOMP-2570-6332-S82002-280000-2017			10. REQUISITIONING OFFICE OCIO/CSMD/Service Desk Branch, US Patent and Trademark Office, Alexandria, VA 22313		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" 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
a. INSPECTION	b. ACCEPTANCE				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)
-----------------	-----------------------------	-------------------------	-------------	-------------------	---------------	--------------------------

See Lines

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO. (b)(4)		17(h) TOT. (Cont. pages) 17(i) GRAND TOTAL
	21. MAIL INVOICE TO:						
	a. NAME OFFICE OF FINANCE						
	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) 				Digitally signed by Users, Bakos, Heather Date: 2017.09.21 09:00:50 -04'00'		23. NAME (Typed) Heather Bakos	
						TITLE: CONTRACTING/ORDERING OFFICER	

Section B - Supplies or Services and Prices/Costs

(b)(4)					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	TO 09: Collaboration Services and Support	(b)(4)			
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and the proposal dated September 12, 2017. (b)(4)					
Requisition Number: 285P1751054 - 0001					
Pricing Options: Base					
Additional Funding: 1,332. (2017 - A - 285300 - SVEVNT - - S82002 - NONCOMP - 2570 - - - 6332 - - 280000): (b)(4)					
0002	OPTION YEAR 1 TO 09: Collaboration Services and Support	(b)(4)	MO	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and proposal dated September 12, 2017. (b)(4)					
Requisition Number: 285P1751054 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1,332. (2017 - A - 285300 - SVEVNT - - S82002 - NONCOMP - 2570 - - - 6332 - - 280000): (b)(4)					

CO: Heather.Bakos@uspto.gov, 571.272.5361; COR: Faith.Whisonant@uspto.gov, 571.272.5360; Contractor PM (b)(4)
(b)(4);(b)(6)

Accounting and Appropriations Data:

Accounting and Funding Total: (b)(4)
--

Section C - Descriptions/Specifications/Statement of Work

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 end of the period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless

a different number of days is inserted] 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 15 months. (months)(years).

(End of clause)

Section J - List of Attachments

Identifier	Title	Date	Number of Pages
1	TO 09 SOW	09/18/2017	

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/30/2017		2. CONTRACT NO. (If any) DOC50PAPT1710003		6. SHIP TO:	
3. ORDER NO. (b)(4)		4. REQUISITION/REFERENCE NO. See Lines		a. NAME OF CONSIGNEE Office of the Chief Information Officer	
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, 600 Dulany St.	
7. TO:				c. CITY Alexandria	
a. NAME OF CONTRACTOR 22ND CENTURY TECHNOLOGIES INC.		d. STATE VA		e. ZIP CODE 22313	
b. COMPANY NAME 22ND CENTURY TECHNOLOGIES INC.		f. SHIP VIA			
c. STREET ADDRESS 1 EXECUTIVE DR STE 285		8. TYPE OF ORDER			
d. CITY SOMERSET		<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 NJ		f. ZIP CODE 08873-4024		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 2017-A-00-285700-SDSKTP-NONCOMP-2570-7712-S82006-280000-2017			10. REQUISITIONING OFFICE OCIO/CSMD/Service Desk Branch, US Patent and Trademark Office, Alexandria, VA 22313		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
<input checked="" 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)
-----------------	-----------------------------	-------------------------	-------------	-------------------	---------------	--------------------------

See Lines

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		(b)(4)	(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME OFFICE OF FINANCE						(b)(4)	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) 						23. NAME (Typed) Heather Bakos		
Digitally signed by Users, Bakos, Heather Date: 2017.09.30 13:48:03 -04'00'						TITLE: CONTRACTING/ORDERING OFFICER		

Section B - Supplies or Services and Prices/Costs

(b)(4)					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	TO 01 - Desktop Deployment and Moves	(b)(4)	MO	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and the proposal dated September 29, 2017. Firm Fixed Price					
Requisition Number: 285P1751017 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDKTTP - - S82006 - NONCOMP - 2570 - - - 7712 - - 280000) (b)(4)					
0002	ODCs to Support CLIN 0001	1.000000	LOT	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and proposal dated September 29, 2017. COST REIMBURSEMENT NOT TO EXCEED					
Requisition Number: 285P1751017 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDKTTP - - S82006 - NONCOMP - 2570 - - - 7712 - - 280000): \$95,460.00					
0003	PATH Expo Events	(b)(4)	EA	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and proposal dated September 29, 2017. (b)(4) PRICE					
Requisition Number: 285P1751017 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDKTTP - - S82006 - NONCOMP - 2570 - - - 7712 - - 280000): \$3,128.76					
0004	PTP 10-32	(b)(4)	MO	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and proposal dated September 29, 2017. (b)(4) PRICE					
Requisition Number: 288P1750837 - 0002					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 288100 - SDKTTP - OPAT - S82006 - NONCOMP - 2570 - - - 7030 - - 150000) (b)(4)					

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0005	Height Adjustable Desk Project	(b)(4)	MO	(b)(4)	(b)(4)
Period of Performance: 11/06/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and the proposal dated September 29, 2017 (b)(4)					
Requisition Number: 052P1750971 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 052100 - ATELFM - - A00079 - NONCOMP - 2570 - - - V237 - - 052100) (b)(4) 2. (2017 - A - 052100 - ATELFM - - A00079 - NONCOMP - 2605 - - - V237 - - 052100) (b)(4)					
0006	ODCs to support CLIN 0005 Height Adjustable Desk Project	(b)(4)	LOT	(b)(4)	(b)(4)
Period of Performance: 11/06/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and the proposal dated September 29, 2017. COST REIMBURESMENT NOT TO EXCEED					
Requisition Number: 052P1750971 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 052100 - ATELFM - - A00079 - NONCOMP - 2570 - - - V237 - - 052100): (b)(4) 2. (2017 - A - 052100 - ATELFM - - A00079 - NONCOMP - 2605 - - - V237 - - 052100): (b)(4)					
1001	OPTION PERIOD 1: TO 01 - Desktop Deployment and Moves	(b)(4)	MO	(b)(4)	(b)(4)
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and the proposal dated September 29, 2017 (b)(4)					
Requisition Number: 285P1751017 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7712 - - 280000) (b)(4)					
1002	OPTION PERIOD 1: ODCs to Support CLIN 1001	(b)(4)	LOT	(b)(4)	(b)(4)
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and proposal dated September 29, 2017. COST REIMBURSEMENT NOT TO EXCEED					
Requisition Number: 285P1751017 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7712 - - 280000) (b)(4)					

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1003	OPTION PERIOD 1: PATH Expo Events	(b)(4)	EA	(b)(4)	(b)(4)
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and proposal dated September 29, 2017. (b)(4) (b)(4)					
Requisition Number: 285P1751017 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7712 - - 280000): (b)(4)					
1004	OPTION PERIOD 1: PTP 10-32	(b)(4)	MO	(b)(4)	(b)(4)
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and proposal dated September 29, 2017. (b)(4) (b)(4)					
Requisition Number: 288P1750837 - 0002					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 288100 - SDSKTP - OPAT - S82006 - NONCOMP - 2570 - - - 7030 - - 150000) (b)(4)					
1005	OPTION PERIOD 1: Height Adjustable Desk Project	(b)(4)	MO	(b)(4)	(b)(4)
Period of Performance: 02/01/2018 - 11/05/2018					
Description: In accordance with the attached Statement of Work and the proposal dated September 29, 2017. (b)(4) (b)(4)					
Requisition Number: 052P1750971 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 052100 - ATELFM - - A00079 - NONCOMP - 2570 - - - V237 - - 052100) (b)(4) 2. (2017 - A - 052100 - ATELFM - - A00079 - NONCOMP - 2605 - - - V237 - - 052100)					

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1006	OPTION PERIOD 1: ODCs to support CLIN 1005 Height Adjustable Desk Project	(b)(4)	LOT	(b)(4)	(b)(4)
Period of Performance: 02/01/2018 - 11/05/2019					
Description: In accordance with the attached Statement of Work and the proposal dated September 29, 2017. COST REIMBURESMENT NOT TO EXCEED					
Requisition Number: 052P1750971 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 052100 - ATELFM - - A00079 - NONCOMP - 2570 - - - V237 - - 052100 (b)(4) 2. (2017 - A - 052100 - ATELFM - - A00079 - NONCOMP - 2605 - - - V237 - - 052100 (b)(4)					

CO: Heather.Bakos@uspto.gov, 571.272.5361; COR: Long.Ung@uspto.gov, 571.272.5180; TOM: Nathia.Casey@uspto.gov, 571.272.5467; Contractor PM (b)(4)

Accounting and Appropriations Data:

<p>Accounting and Funding Total: (b)(4)</p>
--

Section C - Descriptions/Specifications/Statement of Work

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 end of the period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless a different number of days is inserted] 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 15 months. (months)(years).

(End of clause)

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/29/2017		2. CONTRACT NO. (If any) DOC50PAPT1710003		6. SHIP TO:	
3. ORDER NO. (b)(4)		4. REQUISITION/REFERENCE NO. 285P1751030		a. NAME OF CONSIGNEE Office of the Chief Information Officer	
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, 600 Dulany St.	
7. TO:				c. CITY Alexandria	
a. NAME OF CONTRACTOR 22ND CENTURY TECHNOLOGIES INC.		d. STATE VA		e. ZIP CODE 22313	
b. COMPANY NAME 22ND CENTURY TECHNOLOGIES INC.		f. SHIP VIA			
c. STREET ADDRESS 1 EXECUTIVE DR STE 285		8. TYPE OF ORDER			
d. CITY SOMERSET		<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 NJ		f. ZIP CODE 08873-4024		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 2017-A-00-285700-SDSKTP-NONCOMP-2570-7713-S82006-280000-2017			10. REQUISITIONING OFFICE OCIO/CSMD/Service Desk Branch, US Patent and Trademark Office, Alexandria, VA 22313		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
<input checked="" 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)
-----------------	-----------------------------	-------------------------	-------------	-------------------	---------------	--------------------------

See Lines

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO. (b)(4)		17(h) TOT. (Cont. pages) 17(i) GRAND TOTAL
	21. MAIL INVOICE TO:						
	a. NAME OFFICE OF FINANCE						
	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)					23. NAME (Typed) Heather Bakos TITLE: CONTRACTING/ORDERING OFFICER		

Section B - Supplies or Services and Prices/Costs

(b)(4)					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	EUS Task Order 02 - Desktop Field Support	(b)(4)	MO	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and the proposal dated September 27, 2017. Firm Fixed Price					
Requisition Number: 285P1751030 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDKSTP - - S82006 - NONCOMP - 2570 - - - 7713 - - 280000); (b)(4)					
0002	Surge support for CLIN 0001	(b)(4)	MO	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and the proposal dated September 27, 2017. LABOR HOUR NOT TO EXCEED					
Requisition Number: 285P1751030 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDKSTP - - S82006 - NONCOMP - 2570 - - - 7713 - - 280000); (b)(4)					
0005	ODCs in support of CLIN 0001.	(b)(4)	LOT	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and the proposal dated September 27, 2017. COST REIMBURSEMENT NOT TO EXCEED					
Requisition Number: 285P1751030 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDKSTP - - S82006 - NONCOMP - 2570 - - - 7713 - - 280000); (b)(4)					
1001	OPTION PERIOD - EUS Task Order 02 - Desktop Field Support	(b)(4)	LOT	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and proposal dated September 27, 2017. (b)(4)					
Requisition Number: 285P1751030 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDKSTP - - S82006 - NONCOMP - 2570 - - - 7713 - - 280000); (b)(4)					

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1002	OPTION PERIOD - Surge Support for CLIN 1001	(b)(4)	HR	(b)(4)	(b)(4)
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and proposal dated September 27, 2017. LABOR HOUR NOT TO EXCEED					
Requisition Number: 285P1751030 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7713 - - 280000) (b)(4)					
1003	OPTION PERIOD - ODCs in support of CLIN 1001	(b)(4)	LOT	(b)(4)	(b)(4)
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and proposal dated September 27, 2017 COST REIMBURSEMENT NOT TO EXCEED					
Requisition Number: 285P1751030 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7713 - - 280000): (b)(4)					

CO: Heather.Bakos@uspto.gov, 571.272.5361; COR: Long.Ung@uspto.gov, 571.272.5180; TOM: Nathia.Casey@uspto.gov, 571.272.5467; Contractor PM (b)(4)

Accounting and Appropriations Data:

<p>Accounting and Funding Total: (b)(4)</p>
--

Section C - Descriptions/Specifications/Statement of Work

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 end of the period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless a different number of days is inserted] 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 15 months. (months)(years).

(End of clause)

Section J - List of Attachments

Identifier	Title	Date	Number of Pages
1	SOW	09/29/2017	

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/29/2017		2. CONTRACT NO. (If any) DOC50PAPT1710003		6. SHIP TO:	
3. ORDER NO. (b)(4)		4. REQUISITION/REFERENCE NO. 285P1751034		a. NAME OF CONSIGNEE Office of the Chief Information Officer	
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, 600 Dulany St.	
7. TO:				c. CITY Alexandria	
a. NAME OF CONTRACTOR 22ND CENTURY TECHNOLOGIES INC.		d. STATE VA		e. ZIP CODE 22313	
b. COMPANY NAME 22ND CENTURY TECHNOLOGIES INC.		f. SHIP VIA			
c. STREET ADDRESS 1 EXECUTIVE DR STE 285		8. TYPE OF ORDER			
d. CITY SOMERSET		<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 NJ		f. ZIP CODE 08873-4024		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 2017-A-00-285700-SDSKTP-NONCOMP-2570-7708-S82006-280000-2017			10. REQUISITIONING OFFICE OCIO/CSMD/Service Desk Branch, US Patent and Trademark Office, Alexandria, VA 22313		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
<input checked="" 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)
-----------------	-----------------------------	-------------------------	-------------	-------------------	---------------	--------------------------

See Lines

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		(b)(4)	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME OFFICE OF FINANCE							
	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		17(i) GRAND TOTAL	
22. UNITED STATES OF AMERICA BY (Signature) <i>Heather M. Bakos</i>				Digitally signed by Users, Bakos, Heather Date: 2017.09.29 17:29:45 -04'00'				
23. NAME (Typed) Heather Bakos								
TITLE: CONTRACTING/ORDERING OFFICER								

Section B - Supplies or Services and Prices/Costs

TOTAL TASK ORDER VALUE (Inclusive of Options) (b)(4)

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	EUS TO 03 - Warehouse Support Services	(b)(4)	DOL	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and proposal dated September 25, 2017. (b)(4)					
Requisition Number: 285P1751034 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7708 - - 280000) (b)(4)					
0002	ODCs to support TO 03 - Warehouse Support	(b)(4)	LOT	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and proposal dated September 25, 2017. Cost Reimbursement NOT TO EXCEED					
Requisition Number: 285P1751034 - 0001					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7708 - - 280000) (b)(4)					
1001	OPTION PERIOD 1 - EUS TO 03 - Warehouse Support Services	(b)(4)	MO	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and proposal dated September 25, 2017. (b)(4)					
Requisition Number: 285P1751034 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7708 - - 280000) (b)(4)					

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1002	OPTION PERIOD 1 - ODCs to support TO 03 - Warehouse Support	(b)(4)	LOT	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and proposal dated September 25, 2017. Cost Reimbursement NOT TO EXCEED					
Requisition Number: 285P1751034 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7708 - - 280000) (b)(4)					

CO: Heather.Bakos@uspto.gov, 571.272.5361; COR: Long.Ung@uspto.gov, 571.272.5180; TOM: Chauncey.Morris@uspto.gov, 571.272.4907; Contractor PM: (b)(4);(b)(6)

Accounting and Appropriations Data:

<p>Accounting and Funding Total: (b)(4)</p>
--

Section C - Descriptions/Specifications/Statement of Work

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 end of the period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless a different number of days is inserted] 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 15 months. (months)(years).

(End of clause)

Section J - List of Attachments

Identifier	Title	Date	Number of Pages
1	TO 03 SOW	09/15/2017	

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/20/2017		2. CONTRACT NO. (If any) DOC50PAPT1710003		6. SHIP TO:	
3. ORDER NO. (b)(4)		4. REQUISITION/REFERENCE NO. 285P1751064		a. NAME OF CONSIGNEE Office of the Chief Information Officer	
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, 600 Dulany St.	
7. TO:				c. CITY Alexandria	
a. NAME OF CONTRACTOR 22ND CENTURY TECHNOLOGIES INC.		d. STATE VA		e. ZIP CODE 22313	
b. COMPANY NAME 22ND CENTURY TECHNOLOGIES INC.		f. SHIP VIA			
c. STREET ADDRESS 1 EXECUTIVE DR STE 285		8. TYPE OF ORDER			
d. CITY SOMERSET		<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 NJ		f. ZIP CODE 08873-4024		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 2017-A-00-285300-SVEVNT-NONCOMP-2570-6331-S82002-280000-2017			10. REQUISITIONING OFFICE OCIO/CSMD/Service Desk Branch, US Patent and Trademark Office, Alexandria, VA 22313		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" 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
a. INSPECTION	b. ACCEPTANCE				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)
-----------------	-----------------------------	-------------------------	-------------	-------------------	---------------	--------------------------

See Lines

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		(b)(4)	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME OFFICE OF FINANCE							
	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		17(i) GRAND TOTAL		
22. UNITED STATES OF AMERICA BY (Signature) 				Digitally signed by Users, Bakos, Heather Date: 2017.09.21 09:49:13 -04'00'		23. NAME (Typed) Heather Bakos		
TITLE: CONTRACTING/ORDERING OFFICER								

Section B - Supplies or Services and Prices/Costs

TOTAL TASK ORDER VALUE (Inclusive of Options) (b)(4)

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	TO 04 - AV Support	(b)(4)	MO	(b)(4)	(b)(4)
	Period of Performance: 11/01/2017 - 01/31/2018				
	Description: In accordance with the attached Statement of Work and the proposal dated September 12, 2017. (b)(4)				
	Requisition Number: 285P1751064 - 0001				
	Additional Funding: 1. (2017 - A - 285300 - SVEVNT - - S82002 - NONCOMP - 2570 - - - 6331 - - 280000): \$67,848.48				
0002	OPTION PERIOD 1 TO 04 - AV SUPPORT	(b)(4)	MO	(b)(4)	(b)(4)
	Period of Performance: 02/01/2018 - 01/31/2019				
	Description: In accordance with the attached Statement of Work and the proposal dated September 12, 2017. Firm Fixed Price				
	Requisition Number: 285P1751064 - 0001				
	Pricing Options: Unexercised Option				
Additional Funding: 1. (2017 - A - 285300 - SVEVNT - - S82002 - NONCOMP - 2570 - - - 6331 - - 280000) (b)(4)					

CO: Heather.Bakos@uspto.gov, 571.272.5361; **COR:** Lona.Una@uspto.gov, 571.272.5180; **TOM:** Ronald.Byers@uspto.gov, 571.272.5069; **Contractor PM:** (b)(4)

Accounting and Appropriations Data:

Accounting and Funding Total:
(b)(4)

Section C - Descriptions/Specifications/Statement of Work

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 end of the period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless a different number of days is inserted] 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 15 months.
(months)(years).

(End of clause)

Section J - List of Attachments

Identifier	Title	Date	Number of Pages
1	TO 04 SOW	09/15/2017	

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/25/2017		2. CONTRACT NO. (If any) DOC50PAPT1710003		6. SHIP TO:	
3. ORDER NO. (b)(4)		4. REQUISITION/REFERENCE NO. 285P1751018		a. NAME OF CONSIGNEE Office of the Chief Information Officer	
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, 600 Dulany St.	
7. TO:				c. CITY Alexandria	
a. NAME OF CONTRACTOR 22ND CENTURY TECHNOLOGIES INC.		d. STATE VA		e. ZIP CODE 22313	
b. COMPANY NAME 22ND CENTURY TECHNOLOGIES INC.		f. SHIP VIA			
c. STREET ADDRESS 1 EXECUTIVE DR STE 285		8. TYPE OF ORDER			
d. CITY SOMERSET		<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 NJ		f. ZIP CODE 08873-4024		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 2017-A-00-285700-SDSKTP-NONCOMP-2570-7709-S82006-280000-2017			10. REQUISITIONING OFFICE OCIO/CSMD/Service Desk Branch, US Patent and Trademark Office, Alexandria, VA 22313		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
<input checked="" 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)
-----------------	-----------------------------	-------------------------	-------------	-------------------	---------------	--------------------------

See Lines

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		(b)(4)	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME OFFICE OF FINANCE							
	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		17(i) GRAND TOTAL		
22. UNITED STATES OF AMERICA BY (Signature) <i>Heather M. Bakos</i>				Digitally signed by Users, Bakos, Heather Date: 2017.09.25 09:57:50 -04'00'		23. NAME (Typed) Heather Bakos		
						TITLE: CONTRACTING/ORDERING OFFICER		

Section B - Supplies or Services and Prices/Costs

TOTAL TASK ORDER VALUE (Inclusive of Options): (b)(4)

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	EUS Task Order 6 - Technical and Evaluation Hardware	(b)(4)	MO	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and the proposal dated September 19, 2017. (b)(4)					
Requisition Number: 285P1751018 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7709 - - 280000) (b)(4)					
0002	OPTION PERIOD 1 EUS Task Order 6 - Technical and Evaluation Hardware	(b)(4)	MO	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and the proposal dated September 19, 2017. Firm Fixed Price.					
Requisition Number: 285P1751018 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7709 - - 280000) (b)(4)					

CO: Heather.Bakos@uspto.gov, 571.272.5361; **COR:** Long.Ung@uspto.gov, 571.272.5180; **TOM:** Nathia.Casey@uspto.gov, 571.272.5467; **Contractor PM:** (b)(4)

Accounting and Appropriations Data:

Accounting and Funding Total:
(b)(4)

Section C - Descriptions/Specifications/Statement of Work

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 end of the period;

provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless a different number of days is inserted] 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 15 months. (months)(years).

(End of clause)

Section J - List of Attachments

Identifier	Title	Date	Number of Pages
1	TO 06 SOW	09/15/2017	

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/27/2017		2. CONTRACT NO. (If any) DOC50PAPT1710003		6. SHIP TO:	
3. ORDER NO. (b)(4)		4. REQUISITION/REFERENCE NO. 281P1750977		a. NAME OF CONSIGNEE Office of the Chief Information Officer	
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 7. TO:				b. STREET ADDRESS US Patent and Trademark Office, 600 Dulany St.	
a. NAME OF CONTRACTOR 22ND CENTURY TECHNOLOGIES INC.		d. STATE VA		e. ZIP CODE 22313	
b. COMPANY NAME 22ND CENTURY TECHNOLOGIES INC.		f. SHIP VIA			
c. STREET ADDRESS 1 EXECUTIVE DR STE 285		8. TYPE OF ORDER			
d. CITY SOMERSET		<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 NJ		f. ZIP CODE 08873-4024		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 2017-A-00-281400-SCSP00-NONCOMP-2570-6284-S80000-280000-2017			10. REQUISITIONING OFFICE OCIO/CSMD/Service Desk Branch, US Patent and Trademark Office, Alexandria, VA 22313		
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" 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)
-----------------	-----------------------------	-------------------------	-------------	-------------------	---------------	--------------------------

See Lines

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		(b)(4)	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME OFFICE OF FINANCE							
	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		17(i) GRAND TOTAL		
22. UNITED STATES OF AMERICA BY (Signature) <i>Heather M. Bakos</i>				23. NAME (Typed) Heather Bakos				
Digitally signed by Users, Bakos, Heather Date: 2017.09.29 18:14:09 -04'00'				TITLE: CONTRACTING/ORDERING OFFICER				

Section B - Supplies or Services and Prices/Costs

(b)(4)					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	TO 7: Security Operations & Enterprise Monitoring	(b)(4)	MO	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and the proposal dated September 22, 2017 (b)(4)					
Requisition Number: 281P1750977 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 281400 - SCSP00 - - S80000 - NONCOMP - 2570 - - - 6284 - - 280000): (b)(4)					
0002	OPTION PERIOD 1 - TO 7: Security Operations & Enterprise Monitoring	(b)(4)	MO	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and proposal dated September 22, 2017. (b)(4)					
Requisition Number: 281P1750977 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 281400 - SCSP00 - - S80000 - NONCOMP - 2570 - - - 6284 - - 280000) (b)(4)					

CO: Heather.Bakos@uspto.gov, 571.272.5361; COR: Long.Ung@uspto.gov, 571.272.5180; TOM: Rami.Dillon@uspto.gov, 571.270.8233; Contractor PM: (b)(4);(b)(6)

Accounting and Appropriations Data:

<p>Accounting and Funding Total:</p> <p>(b)(4)</p>

Section C - Descriptions/Specifications/Statement of Work

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 end of the period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless

a different number of days is inserted] 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 15 months. (months)(years).

(End of clause)

Section J - List of Attachments

Identifier	Title	Date	Number of Pages
1	TO 7 SOW	09/18/2017	

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/30/2017		2. CONTRACT NO. (If any) DOC50PAPT1710003		6. SHIP TO:	
3. ORDER NO. (b)(4)		4. REQUISITION/REFERENCE NO. 150P1750846		a. NAME OF CONSIGNEE Office of the Chief Information Officer	
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, 600 Dulany St.	
7. TO:				c. CITY Alexandria	
a. NAME OF CONTRACTOR 22ND CENTURY TECHNOLOGIES INC.		d. STATE VA		e. ZIP CODE 22313	
b. COMPANY NAME 22ND CENTURY TECHNOLOGIES INC.		f. SHIP VIA			
c. STREET ADDRESS 1 EXECUTIVE DR STE 285		8. TYPE OF ORDER			
d. CITY SOMERSET		<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 NJ		f. ZIP CODE 08873-4024		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 2017-A-00-150997-SEFSWE-NONCOMP-2570-P038-S90001-150997-2017			10. REQUISITIONING OFFICE OCIO/CSMD/Service Desk Branch, US Patent and Trademark Office, Alexandria, VA 22313		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
<input checked="" 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)
-----------------	-----------------------------	-------------------------	-------------	-------------------	---------------	--------------------------

See Lines

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO. (b)(4)		17(h) TOT. (Cont. pages) 17(i) GRAND TOTAL
	21. MAIL INVOICE TO:						
	a. NAME OFFICE OF FINANCE						
	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) 				Digitally signed by Users, Bakos, Heather Date: 2017.09.30 13:57:49 -04'00'		23. NAME (Typed) Heather Bakos	
						TITLE: CONTRACTING/ORDERING OFFICER	

Section B - Supplies or Services and Prices/Costs

(b)(4);(b)(6)					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	EUS TO 08 - Office of Patent Information Services Electronic Business Center Support	(b)(4)	MO	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and the proposal dated September 29, 2017 (b)(4)					
Requisition Number: 150P1750846 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 150997 - SEFSWE - - S90001 - NONCOMP - 2570 - - - P038 - - 150997) (b)(4)					
0002	OPTION YEAR 1: EUS TO 08 - Office of Patent Information Services Electronic Business Center Support	(b)(4)	LOT	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and the proposal dated September 29, 2017 (b)(4)					
Requisition Number: 150P1750846 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 150997 - SEFSWE - - S90001 - NONCOMP - 2570 - - - P038 - - 150997) (b)(4)					

CO: Heather.Bakos@uspto.gov. 571.272.5361: COR: Lona.Una@uspto.gov. 571.272.5180: TOM: Arthur.Banks@uspto.gov, 571.272.7275; Contractor PM: (b)(4);(b)(6)

Accounting and Appropriations Data:

<p>Accounting and Funding Total: (b)(4)</p>
--

Section C - Descriptions/Specifications/Statement of Work

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 end of the period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [*60 days unless a different number of days is inserted*] 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 15 months. (months)(years).

(End of clause)

Section J - List of Attachments

Identifier	Title	Date	Number of Pages
1	TO 08 SOW	09/18/2017	

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/29/2017		2. CONTRACT NO. (If any) DOC50PAPT1710003		6. SHIP TO:	
3. ORDER NO. (b)(4)		4. REQUISITION/REFERENCE NO. See Lines		a. NAME OF CONSIGNEE Office of the Chief Information Officer	
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 7. TO:				b. STREET ADDRESS US Patent and Trademark Office, 600 Dulany St.	
a. NAME OF CONTRACTOR 22ND CENTURY TECHNOLOGIES INC.		d. STATE VA		e. ZIP CODE 22313	
b. COMPANY NAME 22ND CENTURY TECHNOLOGIES INC.		f. SHIP VIA			
c. STREET ADDRESS 1 EXECUTIVE DR STE 285		8. TYPE OF ORDER			
d. CITY SOMERSET		<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 NJ		f. ZIP CODE 08873-4024		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 2017-A-00-284340-SPTONE-NONCOMP-2570-6469-S80000-280000-2017			10. REQUISITIONING OFFICE OCIO/CSMD/Service Desk Branch, US Patent and Trademark Office, Alexandria, VA 22313		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" 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
a. INSPECTION	b. ACCEPTANCE				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)
See Lines						

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		(b)(4)	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME OFFICE OF FINANCE							
	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		17(i) GRAND TOTAL		
22. UNITED STATES OF AMERICA BY (Signature) 				Digitally signed by Users, Bakos, Heather Date: 2017.09.28 09:12:17 -04'00'		23. NAME (Typed) Heather Bakos		
TITLE: CONTRACTING/ORDERING OFFICER								

Section B - Supplies or Services and Prices/Costs

(b)(4)					
Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	EUS TO 10 - Network Operations Support	(b)(4)	MO	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and the proposal dated September 24, 2017 (b)(4)					
Requisition Number: 284P1750752 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 284340 - SPTONE - - S80000 - NONCOMP - 2570 - - - 6469 - - 280000) (b)(4)					
0003	EUS TO 10 - Network Operations - Project Support	(b)(4)	MO	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and the proposal dated September 24, 2017 (b)(4)					
Requisition Number: 289P1750900 - 0001					
Additional Funding: 1. (2017 - A - 289320 - SPTONE - S039 - S99999 - NONCOMP - 3151 - - - 7135 - - 284340) (b)(4) 2. (2017 - A - 289320 - SITFP1 - S112 - S99999 - NONCOMP - 3151 - - - 7246 - - 284330): (b)(4)					

CO: Heather.Bakos@uspto.gov, 571.272.5361; COR: Long.Ung@uspto.gov, 571.272.5180; TOM: Long.Lai@uspto.gov, 571.272.5299; Contractor PM: (b)(4);(b)(6)

Accounting and Appropriations Data:

Accounting and Funding Total: (b)(4)
--

Section J - List of Attachments

Identifier	Title	Date	Number of Pages
1	TO 10 SOW	09/19/2017	

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/25/2017		2. CONTRACT NO. (If any) DOC50PAPT1710003		6. SHIP TO:	
3. ORDER NO. (b)(4)		4. REQUISITION/REFERENCE NO. 284P1750831		a. NAME OF CONSIGNEE Office of the Chief Information Officer	
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, 600 Dulany St.	
7. TO:				c. CITY Alexandria	
a. NAME OF CONTRACTOR 22ND CENTURY TECHNOLOGIES INC.		d. STATE VA		e. ZIP CODE 22313	
b. COMPANY NAME 22ND CENTURY TECHNOLOGIES INC.		f. SHIP VIA			
c. STREET ADDRESS 1 EXECUTIVE DR STE 285		8. TYPE OF ORDER			
d. CITY SOMERSET		<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 NJ		f. ZIP CODE 08873-4024		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 2017-A-00-284330-SPTONE-NONCOMP-2570-6526-S80000-280000-2017			10. REQUISITIONING OFFICE OCIO/CSMD/Service Desk Branch, US Patent and Trademark Office, Alexandria, VA 22313		
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" 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)
-----------------	-----------------------------	-------------------------	-------------	-------------------	---------------	--------------------------

See Lines

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		(b)(4)	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME OFFICE OF FINANCE							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 <i>Heather M. Bakos</i>) Digitally signed by Users, Bakos, Heather Date: 2017.09.25 11:41:09 -04'00'						23. NAME (Typed) Heather Bakos		
						TITLE: CONTRACTING/ORDERING OFFICER		

Section B - Supplies or Services and Prices/Costs

TOTAL TASK ORDER VALUE (Inclusive of Options) (b)(4)

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	TO 11 - Facility Operations Branch Support - Network Cabling	(b)(4)	MO	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and the proposal dated September 15, 2017. (b)(4)					
Requisition Number: 284P1750831 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 284330 - SPTONE - - S80000 - NONCOMP - 2570 - - - 6526 - - 280000) (b)(4)					
0002	Surge Support - Network Engineer (ONSITE) - As needed.	(b)(4)	HR	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: NOT TO EXCEED					
Requisition Number: 284P1750831 - 0001					
Additional Funding: 1. (2017 - A - 284330 - SPTONE - - S80000 - NONCOMP - 2570 - - - 6526 - - 280000) (b)(4)					
0003	Travel for (3) three-man crew to work at least (5) five days in Boyers, PA.	(b)(4)	EA	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: Travel must be in accordance with Federal Travel Regulations. (FTR) NOT TO EXCEED					
Requisition Number: 284P1750831 - 0001					
Additional Funding: 1. (2017 - A - 284330 - SPTONE - - S80000 - NONCOMP - 2570 - - - 6526 - - 280000): (b)(4)					
1001	OPTION PERIOD 1 - TO 11 - Facility Operations Branch Support - Network Cabling	(b)(4)	MO	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and proposal dated September 15, 2017. (b)(4)					
Requisition Number: 284P1750831 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 284330 - SPTONE - - S80000 - NONCOMP - 2570 - - - 6526 - - 280000) (b)(4)					

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1002	OPTION PERIOD 1 - Surge Support - Network Engineer (ONSITE) - As needed.	(b)(4)	HR	(b)(4)	(b)(4)
Period of Performance: 11/01/2017 - 01/31/2018					
Description: NOT TO EXCEED					
Requisition Number: 284P1750831 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 284330 - SPTONE - - S80000 - NONCOMP - 2570 - - - 6526 - - 280000) (b)(4)					
1003	OPTION PERIOD 1 - Travel for (3) three-man crew to work at least (5) five days in Boyers, PA.	(b)(4)	EA	(b)(4)	(b)(4)
Period of Performance: 11/01/2017 - 01/31/2018					
Description: Travel must be in accordance with Federal Travel Regulations. (FTR) NOT TO EXCEED					
Requisition Number: 284P1750831 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 284330 - SPTONE - - S80000 - NONCOMP - 2570 - - - 6526 - - 280000) (b)(4)					

CO: Heather.Bakos@uspto.gov, 571.272.5361; COR: Long.Ung@uspto.gov, 571.272.5180; TOM: Kirill.Drozдов@uspto.gov, 571.272.1547; Contractor PM: (b)(4);(b)(6)

Accounting and Appropriations Data:

<p>Accounting and Funding Total:</p> <p>(b)(4)</p>

Section C - Descriptions/Specifications/Statement of Work

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 end of the period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless a different number of days is inserted] 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 15 months. (months)(years).

(End of clause)

Section J - List of Attachments

Identifier	Title	Date	Number of Pages
1	TO 11 - Net Cabling	09/19/2017	

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/28/2017		2. CONTRACT NO. (If any) DOC50PAPT1710003		6. SHIP TO:	
3. ORDER NO. (b)(4)		4. REQUISITION/REFERENCE NO. See Lines		a. NAME OF CONSIGNEE Office of the Chief Information Officer	
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, 600 Dulany St.	
7. TO:				c. CITY Alexandria	
a. NAME OF CONTRACTOR 22ND CENTURY TECHNOLOGIES INC.		d. STATE VA		e. ZIP CODE 22313	
b. COMPANY NAME 22ND CENTURY TECHNOLOGIES INC.		f. SHIP VIA			
c. STREET ADDRESS 1 EXECUTIVE DR STE 285		8. TYPE OF ORDER			
d. CITY SOMERSET		<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 NJ		f. ZIP CODE 08873-4024		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 2017-A-01-285700-SDSKTP-NONCOMP-2570-7711-S82006-280000-2017			10. REQUISITIONING OFFICE OCIO/CSMD/Service Desk Branch, US Patent and Trademark Office, Alexandria, VA 22313		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" 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)
-----------------	-----------------------------	-------------------------	-------------	-------------------	---------------	--------------------------

See Lines

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		(b)(4)	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME OFFICE OF FINANCE							
	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		17(i) GRAND TOTAL		
22. UNITED STATES OF AMERICA BY (Signature) 				Digitally signed by Users, Bakos, Heather Date: 2017.09.29 17:47:18 -04'00'		23. NAME (Typed) Heather Bakos		TITLE: CONTRACTING/ORDERING OFFICER

Section B - Supplies or Services and Prices/Costs

TOTAL TASK ORDER VALUE (Inclusive of Options): (b)(4)

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	EUS TO 12 - Detroit	(b)(4)	MO	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and proposal dated September 21, 2017 (b)(4)					
Requisition Number: 285P1751019 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7711 - - 280000): (b)(4)					
0002	Optional Surge Support in support of CLIN 0001.	(b)(4)	HR	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and proposal dated September 21, 2017. Labor Hour NOT TO EXCEED					
Requisition Number: 285P1751019 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7711 - - 280000): (b)(4)					
0003	Shipping in support of CLIN 0001	(b)(4)	LOT	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and proposal dated September 21, 2017. COST REIMBURSEMENT NOT TO EXCEED					
Requisition Number: 285P1751019 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7711 - - 280000): (b)(4)					
1001	OPTION PERIOD 1: EUS TO 12 - Detroit	(b)(4)	MO	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and proposal dated September 21, 2017 (b)(4)					
Requisition Number: 285P1751019 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7711 - - 280000): (b)(4)					

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1002	OPTION PERIOD 1 Optional Surge Support in support of CLIN 1001.	(b)(4)	HR	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and proposal dated September 21, 2017. Labor Hour NOT TO EXCEED					
Requisition Number: 285P1751020 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7710 - - 280000) (b)(4)					
1003	OPTION PERIOD 1: Shipping in support of CLIN 1001	(b)(4)	LOT	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and proposal dated September 21, 2017. Cost Reimbursement NOT TO EXCEED					
Requisition Number: 285P1751020 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7710 - - 280000) (b)(4)					

CO: Heather.Bakos@uspto.gov, 571.272.5361; COR: Long.Ung@uspto.gov, 571.272.5180; TOM: Nathia.Casey@uspto.gov, 571.272.5467; Contractor PM: (b)(4);(b)(6)

Accounting and Appropriations Data:

<p>Accounting and Funding Total:</p> <p>(b)(4)</p>

Section C - Descriptions/Specifications/Statement of Work

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 end of the period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless a different number of days is inserted] 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 15 months. (months)(years).

(End of clause)

Section J - List of Attachments

Identifier	Title	Date	Number of Pages
1	EUS TO 12 - SOW	09/19/2017	

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/28/2017		2. CONTRACT NO. (If any) DOC50PAPT1710003		6. SHIP TO:	
3. ORDER NO. (b)(4)		4. REQUISITION/REFERENCE NO. 285P1751020		a. NAME OF CONSIGNEE Office of the Chief Information Officer	
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, 600 Dulany St.	
7. TO:				c. CITY Alexandria	
a. NAME OF CONTRACTOR 22ND CENTURY TECHNOLOGIES INC.		d. STATE VA		e. ZIP CODE 22313	
b. COMPANY NAME 22ND CENTURY TECHNOLOGIES INC.		f. SHIP VIA			
c. STREET ADDRESS 1 EXECUTIVE DR STE 285		8. TYPE OF ORDER			
d. CITY SOMERSET		<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 NJ		f. ZIP CODE 08873-4024		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 2017-A-03-285700-SDSKTP-NONCOMP-2570-7710-S82006-280000-2017			10. REQUISITIONING OFFICE OCIO/CSMD/Service Desk Branch, US Patent and Trademark Office, Alexandria, VA 22313		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
<input checked="" 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)
-----------------	-----------------------------	-------------------------	-------------	-------------------	---------------	--------------------------

See Lines

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		(b)(4)	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME OFFICE OF FINANCE						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) <i>Heather M. Bakos</i> Digitally signed by Users, Bakos, Heather Date: 2017.09.29 16:42:03 -04'00'						23. NAME (Typed) Heather Bakos TITLE: CONTRACTING/ORDERING OFFICER		

Section B - Supplies or Services and Prices/Costs

TOTAL TASK ORDER VALUE (Inclusive of Options): \$839,434.08

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	EUS TO 13 - DENVER	(b)(4)	MO	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and the proposal dated September 21, 2017 (b)(4)					
Requisition Number: 285P1751020 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7710 - - 280000): (b)(4)					
0002	Optional Surge support for CLIN 0001.	(b)(4)	HR	(b)(4)	
Description: In accordance with the attached Statement of Work and the proposal dated September 21, 2017. Labor Hour NOT TO EXCEED					
Requisition Number: 285P1751020 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7710 - - 280000): (b)(4)					
0003	Shipping costs in support of CLIN 0001.	(b)(4)	LOT	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and the proposal dated September 21, 2017. Cost Reimbursement NOT TO EXCEED					
Requisition Number: 285P1751020 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7710 - - 280000): (b)(4)					
1001	OPTION PERIOD 1: EUS TO 13 - DENVER	(b)(4)	MO	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and the proposal dated September 21, 2017 (b)(4) Price					
Requisition Number: 285P1751020 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7710 - - 280000): (b)(4)					

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1002	OPTION PERIOD 1: Option Surge Support for CLIN 1001	(b)(4)	HR	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and the proposal dated September 21, 2017. Labor Hour NOT TO EXCEED					
Requisition Number: 285P1751020 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7710 - - 280000): (b)(4)					
1003	OPTION PERIOD 1: Shipping Costs in support of CLIN 1001.	(b)(4)	LOT	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and the proposal dated September 21, 2017. Cost Reimbursement NOT TO EXCEED					
Requisition Number: 285P1751020 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7710 - - 280000) (b)(4)					

CO: Heather.Bakos@uspto.gov, 571.272.5361; COR: Long.Ung@uspto.gov, 571.272.5180; TOM: Nathia.Casey@uspto.gov, 571.272.5467; Contractor PM: (b)(4);(b)(6)

Accounting and Appropriations Data:

<p>Accounting and Funding Total: (b)(4)</p>
--

Section C - Descriptions/Specifications/Statement of Work

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 end of the period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless a different number of days is inserted] 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 15 months. (months)(years).

(End of clause)

Section J - List of Attachments

Identifier	Title	Date	Number of Pages
1	TO 13 - Denver	09/19/2017	

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/28/2017		2. CONTRACT NO. (If any) DOC50PAPT1710003		6. SHIP TO:	
3. ORDER NO. (b)(4)		4. REQUISITION/REFERENCE NO. 285P1751021		a. NAME OF CONSIGNEE Office of the Chief Information Officer	
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, 600 Dulany St.	
7. TO:				c. CITY Alexandria	
a. NAME OF CONTRACTOR 22ND CENTURY TECHNOLOGIES INC.		d. STATE VA		e. ZIP CODE 22313	
b. COMPANY NAME 22ND CENTURY TECHNOLOGIES INC.		f. SHIP VIA			
c. STREET ADDRESS 1 EXECUTIVE DR STE 285		8. TYPE OF ORDER			
d. CITY SOMERSET		<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 NJ		f. ZIP CODE 08873-4024		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 2017-A-04-285700-SDSKTP-NONCOMP-2570-7706-S82006-280000-2017			10. REQUISITIONING OFFICE OCIO/CSMD/Service Desk Branch, US Patent and Trademark Office, Alexandria, VA 22313		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
<input checked="" 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)
-----------------	-----------------------------	-------------------------	-------------	-------------------	---------------	--------------------------

See Lines

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		(b)(4)	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME OFFICE OF FINANCE							
	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		17(i) GRAND TOTAL		
22. UNITED STATES OF AMERICA BY (Signature) 				Digitally signed by Users, Bakos, Heather Date: 2017.09.29 16:27:54 -0400'		23. NAME (Typed) Heather Bakos		
								TITLE: CONTRACTING/ORDERING OFFICER

Section B - Supplies or Services and Prices/Costs

TOTAL TASK ORDER VALUE (Inclusive of Options) (b)(4)

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	EUS TO 14 - SAN JOSE	(b)(4)	MO	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and the proposal dated September 21, 2017. (b)(4)					
Requisition Number: 285P1751021 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7706 - - 280000): (b)(4)					
0002	Optional Surge Support for CLIN 0001.	(b)(4)	HR	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and the proposal dated September 21, 2017. LABOR HOUR NOT TO EXCEED					
Requisition Number: 285P1751021 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7706 - - 280000): (b)(4)					
0003	Shipping Costs in support of CLIN 0001.	(b)(4)	LOT	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and the proposal dated September 21, 2017. COST REIMBURSEMENT NOT TO EXCEED					
Requisition Number: 285P1751021 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7706 - - 280000): (b)(4)					

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1001	OPTION PERIOD 1: EUS TO 14 - SAN JOSE	(b)(4)	MO	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and the proposal dated September 21, 2017, (b)(4)					
Requisition Number: 285P1751021 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7706 - - 280000) (b)(4)					
1002	OPTION PERIOD 1: Optional Surge Support for CLIN 1001.	(b)(4)	HR	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and the proposal dated September 21, 2017. LABOR HOUR NOT TO EXCEED					
Requisition Number: 285P1751021 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7706 - - 280000) (b)(4)					
1003	OPTION PERIOD 1: Shipping Costs in support of CLIN 1001.	(b)(4)	LOT	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and the proposal dated September 21, 2017. COST REIMBURSEMENT NOT TO EXCEED					
Requisition Number: 285P1751021 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7706 - - 280000) (b)(4)					

CO: Heather.Bakos@uspto.gov, 571.272.5361; COR: Long.Ung@uspto.gov, 571.272.5180; TOM: Nathia.Casey@uspto.gov, 571.272.5467; Contractor PM: (b)(4);(b)(6)

Accounting and Appropriations Data:

Accounting and Funding Total: (b)(4)
--

Section C - Descriptions/Specifications/Statement of Work

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 end of the period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless a different number of days is inserted] 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 15 months. (months)(years).

(End of clause)

Section J - List of Attachments

Identifier	Title	Date	Number of Pages
1	TO 14 - SOW	09/19/2017	

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/29/2017		2. CONTRACT NO. (If any) DOC50PAPT1710003		6. SHIP TO:	
3. ORDER NO. (b)(4)		4. REQUISITION/REFERENCE NO. 285P1751022		a. NAME OF CONSIGNEE Office of the Chief Information Officer	
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, 600 Dulany St.	
7. TO:				c. CITY Alexandria	
a. NAME OF CONTRACTOR 22ND CENTURY TECHNOLOGIES INC.		d. STATE VA		e. ZIP CODE 22313	
b. COMPANY NAME 22ND CENTURY TECHNOLOGIES INC.		f. SHIP VIA			
c. STREET ADDRESS 1 EXECUTIVE DR STE 285		8. TYPE OF ORDER			
d. CITY SOMERSET		<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 NJ		f. ZIP CODE 08873-4024		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 2017-A-02-285700-SDSKTP-NONCOMP-2570-7707-S82006-280000-2017			10. REQUISITIONING OFFICE OCIO/CSMD/Service Desk Branch, US Patent and Trademark Office, Alexandria, VA 22313		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
<input checked="" 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)
See Lines						

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		(b)(4)	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME OFFICE OF FINANCE							
	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		17(i) GRAND TOTAL	
22. UNITED STATES OF AMERICA BY (Signature <i>Heather M. Bakos</i>) Digitally signed by Users, Bakos, Heather Date: 2017.09.29 16:06:55 -04'00'								
23. NAME (Typed) Heather Bakos							TITLE: CONTRACTING/ORDERING OFFICER	

Section B - Supplies or Services and Prices/Costs

TOTAL TASK ORDER VALUE (Inclusive of Options): (b)(4)

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	EUS TO 15 - DALLAS	(b)(4)	MO	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and proposal dated September 21, 2017. (b)(4)					
Requisition Number: 285P1751022 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7707 - - 280000) (b)(4)					
0002	Surge support for CLIN 0001.	(b)(4)	HR	(b)(4)	
Period of Performance: 11/01/2017 - 02/01/2018					
Description: In accordance with the attached Statement of Work and proposal dated September 21, 2017. LABOR HOUR NOT TO EXCEED					
Requisition Number: 285P1751022 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7707 - - 280000): (b)(4)					
0003	Shipping Costs in support of CLIN 0001	(b)(4)	LOT	(b)(4)	
Period of Performance: 11/01/2017 - 01/31/2018					
Description: In accordance with the attached Statement of Work and proposal dated September 12, 2017. COST REIMBURSEMENT NOT TO EXCEED					
Requisition Number: 285P1751022 - 0001					
Pricing Options: Base					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7707 - - 280000) (b)(4)					
1001	OPTION PERIOD 1: EUS TO 15 - DALLAS	(b)(4)	MO	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and proposal dated September 21, 2017 (b)(4)					
Requisition Number: 285P1751022 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7707 - - 280000) (b)(4)					

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1002	OPTION PERIOD 1: Surge support for CLIN 1001	(b)(4)	HR	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and proposal dated September 21, 2017. LABOR HOUR NOT TO EXCEED					
Requisition Number: 285P1751022 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7707 - - 280000): (b)(4)					
1003	OPTION PERIOD 1: Shipping costs in support of CLIN 1001.	(b)(4)	LOT	(b)(4)	
Period of Performance: 02/01/2018 - 01/31/2019					
Description: In accordance with the attached Statement of Work and proposal dated September 12, 2017. COST REIMBURSEMENT NOT TO EXCEED					
Requisition Number: 285P1751022 - 0001					
Pricing Options: Unexercised Option					
Additional Funding: 1. (2017 - A - 285700 - SDSKTP - - S82006 - NONCOMP - 2570 - - - 7707 - - 280000): (b)(4)					

CO: Heather.Bakos@uspto.gov, 571.272.5361; COR: Long.Ung@uspto.gov, 571.272.5180; TOM: Nathia.Casey@uspto.gov, 571.272.5467; Contractor PM: (b)(4);(b)(6)

Accounting and Appropriations Data:

<p>Accounting and Funding Total:</p> <p>(b)(4)</p>

Section C - Descriptions/Specifications/Statement of Work

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 end of the period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless a different number of days is inserted] 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 15 months. (months)(years).

(End of clause)

Section J - List of Attachments

Identifier	Title	Date	Number of Pages
1	TO 15 - SOW	09/19/2017	