SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PAGE 1 OF 22

2. CONTRACT NO. 68HERH19A0008

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER 68HERH19Q0029

6. SOLICITATION ISSUE DATE 03/14/2019

7. FOR SOLICITATION INFORMATION CALL: a. NAME Nicolas Sanchez

b. TELEPHONE NUMBER *(No collect calls)*

8. OFFER DUE DATE/LOCAL TIME ET

9. ISSUED BY CODE HQAD

HQAD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 541110

SIZE STANDARD: $11.0

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

12. DISCOUNT TERMS As Indicated On Each Call

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

13b. RATING

14. METHOD OF SOLICITATION ☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE

As Indicated On Each Call

16. ADMINISTERED BY CODE HQAD

HQAD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

17a. CONTRACTOR/ OFFEROR CODE 077366228 FACILITY CODE

GENIUS PATENT APC
Attn: Bruce Hare
2305 HISTORIC DECATUR RD STE 100
SAN DIEGO CA 921066071

TELEPHONE NO. 6198809464

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

18a. PAYMENT WILL BE MADE BY CODE

As Indicated On Each Call

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 077366228 The purpose of this BPA is to establish arrangements for ordering patent services for the EPA in accordance with the Statement of Work (Attachment 1) and the last proposal submitted on March 31, 2019 and the incorporated Pricing Sheet (Attachment 2). *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
As Indicated On Each Call

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$0.00

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

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

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

☒ 29. AWARD OF CONTRACT: _____ OFFER DATED 03/31/2019. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

ELECTRONIC SIGNATURE

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

30c. DATE SIGNED

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

31c. DATE SIGNED 06/13/2019

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Base Period 06/17/2019 - 06/16/2020 Option 1 06/17/2020 - 06/16/2021 Option 2 06/17/2021 - 06/16/2022 Option 3 06/17/2022 - 06/16/2023 Option 4 06/17/2023 - 06/16/2024 Period of Performance: 06/17/2019 to 06/16/2020				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

BLANKET PURCHASE AGREEMENT (BPA)

A. AUTHORITY

This is a Blanket Purchase Agreement (BPA) awarded in response to RFQ 68HERH19Q0029

B. PURPOSE OF BPA

The purpose of this BPA is to establish arrangements for ordering patent services for the award's period of performance. Upon issuance of BPA(s) the Contracting Officer will be issuing subsequent Call Order(s). The Environmental Protection Agency (EPA) has a requirement to acquire patent services. BPAs will provide a contracting vehicle to award Call Orders. These BPAs will provide a qualified set of contractors with predetermined services which can be utilized by EPA.

This BPA establishes the terms and conditions applicable to potential future purchases for BPA calls under this agreement. EPA's objective in establishing this Agreement is to reduce the Government's administrative costs and to eliminate unnecessary duplication of paperwork that can result when repetitive purchases of items are made from the same contractor.

A BPA is an Agreement, not a contract. The Government is not obligated to purchase any definite amount under this BPA. If a need arises, an authorized representative of the Government may issue an order following the procedures outlined in the BPA. If the BPA-holder accepts the order, then a binding contract between the Government and BPA-holder will exist for that specific order. If the BPA-holder refuses to accept orders or to furnish quotations in compliance with the terms of the BPA, the Government reserves the right to cancel the BPA. The BPA will not include a minimum guarantee amount or minimum order guarantee.

C. TERMS AND CONDITIONS

Agreement: This is a pre-priced BPA for non-personal services. Under this BPA, the contractor/supplier shall provide all equipment, tools, materials, supplies, transportation, labor, supervision, management and other incidentals necessary to meet the requirements as stated in the Statement of Work (SOW). These services will be ordered by the Contracting Officer (or authorized representative of the Contracting Officer) during the five (5) year duration of this BPA.

Maximum BPA Values: Individual Call Orders placed under this BPA shall not exceed $250,000.00 per Call Order. The amount of all Call Orders shall not exceed $800,000.00 combined for all BPA Call Orders.

The maximum BPA values applicable to this BPA for each period are as follows:

	Performance Period	Period Ceiling
Base Period	06/17/2019 – 06/16/2020	$160,000
Option 1	06/17/2020 – 06/16/2021	$160,000
Option 2	06/17/2021 – 06/16/2022	$160,000
Option 3	06/17/2022 – 06/16/2023	$160,000
Option 4	06/17/2023 – 06/16/2024	$160,000

Effective Period: The effective period of performance for this BPA is June 17, 2019 through June 16, 2020.

Delivery Requirements: All items shall be shipped FOB Destination to the address specified in the Call Order.

Ordering and Payment: BPA Call Orders will be issued to the BPA Holder based on the expertise in the area stated in the Call Order. The Government reserves the right to compete the Call Orders among BPA holders. Payment shall be made based on successful delivery, inspection and acceptance of the identified items in accordance with FAR 52.212-4(i).

Extent of Obligation: The Government will be obligated only to the extent of authorized purchases made under this BPA by authorized personnel.

Funds Obligation: The BPA does not obligate any funds. Funds will be obligated on each Call Order.

BPA Term: The maximum period of performance of this BPA is five (5) years from the date of BPA execution. This maximum period may be extended by a maximum of 6 months if FAR clause 52.217-8 is exercised. The BPA will be reviewed annually to ensure that it still represents a "best value". At the sole discretion of the Government, the Government may exercise the Option Periods in accordance with FAR 52.217-9.

Pricing Terms: Pricing in response to all Call Orders shall be consistent with (i.e., equal to or less than) the pricing stated in the BPA for the effective BPA period. The Pricing Lists will be reviewed annually to determine if they are consistent with the rates offered by the Contractor on the open market. Refer to Price Reduction below.

Discounted Rates: The Contractor is encouraged to offer discounts to be issued under this BPA.

Out-Year Prices: Pricing Lists are governed by the applicable BPA period.

Price Reduction: Any pricing under this BPA shall be consistent with (i.e., equal to or less than) prices offered by the Contractor in the commercial open market. If at any time the prices offered by the Contractor in the commercial open market become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

Precedence: The terms and conditions included in this BPA apply to all Call Orders issued against it. In the event of an inconsistency between the terms and conditions of the BPA and the Contractor's invoice, the BPA terms and conditions will take precedence.

D. AUTHORIZED USERS AND POINTS OF CONTACT

Authorized Users:

- The BPA is open for ordering by all EPA offices.
- Only the Contracting Officer(s) identified under the BPA Points of Contact (or authorized representative of the Contracting Officer) are authorized to place orders under this BPA.

BPA Points of Contact (POC):

BPA Contracting Officer:
Derek Davis
Phone: (202) 564-1074
Email: davis.derek@epa.gov

BPA Contract Specialist:
Nicolas Sanchez
Phone: (202) 564-2952
Email: sanchez.nicolas@epa.gov

BPA Contracting Officer Representative (COR):
Carmen Krieger, Acquisition Specialist
Phone: (202) 564-0396
Email: krieger.carmen@epa.gov

BPA Call Order POCs: To be specified in the BPA Call Order.

E. ORDERING

Centralized Ordering: Ordering via this BPA is centralized to the Office of Acquisition Solutions (OAS) Headquarters Acquisition Division (HQAD) Professional Services & Consolidated Mission Support Branch.

Ordering Period: Call Orders may be placed against the BPA at any time prior to the expiration of the BPA.

Performance Period: Delivery for any Call Order may extend up to 60 days beyond the expiration of the BPA provided that the Call Order was placed prior to BPA expiration.

Order Type: EPA will place Firm-Fixed-Price Call Orders under this BPA.

F. INVOICING AND PAYMENT

Invoicing: The Contractor shall prepare invoices in accordance with FAR 52.212-4.

Invoice Content: The requirements of a proper invoice are set forth in FAR 52.212-4.

Copies: A copy of the invoice shall be provided to the BPA Call Order POC(s), with copies to the BPA COR, BPA Contracting Officer, and BPA Contract Specialist.

Submitting Invoices: The Contractor shall submit an original invoice and one (1) copy (or electronic invoice, if authorized), to the address specified on the BPA Call Orders issued against the BPA. Details on how to submit electronic invoices can be found at: http://www2.epa.gov/financial/contracts.

Payment: Payment will be made based on successful delivery, inspection, and acceptance of the identified items and related services in accordance with FAR 52.212-4(i). The total amount of payments made on any Call Order shall not exceed the ceiling on the Call Order. The total amount of payments made on all Call Orders combined and issued against this BPA is not to exceed $800,000.00.

G. BPA MANAGEMENT AND OVERSIGHT

Centralized Management: The Contractor must provide centralized administration, in the form of a single point of contact, in support of all work performed under this BPA.

Records: The Contractor shall maintain archival copies of all deliverables, invoices, and other information furnished to the EPA for the life of the BPA and up to three (3) years after expiration of the BPA. Copies shall be made available to the Government upon request.

Tax: The Federal Government is exempted from paying state and local taxes. The tax-exempt number is 52-0852695.

H. QUALITY ASSURANCE

Quality Assurance for services and/or supplies shall be conducted in accordance with the contractor's existing quality assurance processes prior to tender for Government review and acceptance.

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

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

- Federal Acquisition Regulation (FAR): http://www.acquisition.gov/sites/default/files/current/far/html/Subpart%207_1.html

- Environmental Protection Agency Acquisition Regulation (EPAAR): http://www.ecfr.gov/cgi-bin/textidx?c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

(End of Clause)

Federal Acquisition Regulation (48 CFR Chapter 1):

NUMBER	TITLE
52.212-4	**Contract Terms and Conditions -- Commercial Items**

Environmental Protection Agency Acquisition Regulation (48 CFR Chapter 15):

NUMBER	TITLE
1552.237-70	**Notice of Filing Requirements for Agency Protests**

FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2019)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and

Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

_X_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

_X_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

_X_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

_X_ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Nov 2016) of 52.219-9.

___ (v) Alternate IV (Aug 2018) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

_X_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

_X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

_X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

_X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

_X_ (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

___ (ii) Alternate I (Feb 1999) of 52.222-26.

_X_ (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

___ (ii) Alternate I (July 2014) of 52.222-35.

_X_ (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

___ (ii) Alternate I (July 2014) of 52.222-36.

_X_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

_X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (33) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

_X_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014)

(E.O.s 13423 and 13514

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

___ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

___ (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

___ (ii) Alternate I (Jan 2017) of 52.224-3.

___ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the

Department of the Treasury).

___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

___ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

___ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

___ (iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

___ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67.).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and

practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jan 2019) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2019) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

FAR 52.217-8 -- Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days.

(End of Clause)

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 5 days; provided that the Government 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 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 5 years.

(End of Clause)

J. LIST OF ATTACHMENTS

ATTACHMENT 1 – STATEMENT OF WORK
ATTACHMENT 2 – PRICING SHEET

STATEMENT OF WORK (SOW)
FOR
PREPARATION AND FILING OF PATENT APPLICATION

A. BACKGROUND

The purpose of this requirement is to provide non-personal services for the preparation and filing of a patent application for inventions made by the Environmental Protection Agency (EPA).

B. SCOPE OF WORK

The contractor shall prepare a document in the form of a United States patent application for the invention in EPA Case No. XXX-FY [to be identified at the call order level]. The application must, in form and substance, comply with the U.S. patent laws (Title 35 U.S. Code) and the regulations of the U.S. Patent and Trademark Office (PTO) and the Patent Cooperation Treaty (PCT).

C. CONTRACTOR TASKS

The contractor shall provide an itemized cost quote for each of the Statement of Work (SOW) Tasks 1.1 through Task 3.0, keeping in mind that the quote for the formal drawings in item 1.7 is a pass-through cost. For PTO fees in task 1.8, the contractor is to provide an estimate, and state whether an additional claim fee will be anticipated.

PATENT APPLICATION

The contractor shall submit a preliminary patent application to the EPA Patent Attorneys and inventors for review prior to preparation of the EPA approved version of documents (i.e., the final documents). The EPA Patent Attorneys will authorize preparation of the final documents once the preliminary application is approved.

Task 1.1 DRAFT APPLICATION

The contractor shall submit the preliminary application within fourteen (14) calendar days of contract award. If for some reason this time frame cannot be met, the contractor shall immediately contact the EPA Patent Attorneys to determine a revised scheduled date and to provide the reason(s) the time frame could not be met. The EPA Patent Attorneys may authorize filing of the preliminary version of the application as the formal patent application. A revised version may be submitted as U.S. continuation-in-part application at a later date.

Task 1.2 FINAL APPLICATION

Once the EPA Patent Attorneys authorize the preparation of the final version of the U.S. patent application, the contractor shall prepare the final version within one week of the date that authorization was given. Copies of the final version of the patent application shall be forwarded concurrently to the inventor for execution and to the EPA Patent Attorneys via email and/or courier.

Task 1.2.1 POWER OF ATTORNEY

The Power of Attorney shall include Laura Scalise, Reg. No. 45,778, and Randall Cherry, Reg. No. 51,556, and may include any and all registered patent attorneys and patent agents of the contractor.

Task 1.2.2 EPA U.S. PTO CUSTOMER NUMBER

The EPA's U.S. PTO Customer Number (158718) shall be included in all formal filings in order to allow EPA to access through Private PAIR. EPA's U.S. PTO Customer Number will be provided with each call order.

Task 1.3 U.S. FILING

Upon execution of the final U.S. version of the application by the inventor, the contractor shall receive said executed application and, shall within 48 hours] file the application in the PTO. If instructed by the EPA Patent Attorneys using technical direction, the contractor shall file unsigned copies of the patent application and prepare the appropriate execution documents for late filing as defined in the PTO procedures and fee schedule. As indicated above, if instructed by the EPA Patent Attorneys, the contractor shall file the preliminary application as an EPA-approved version of the U.S. application, with the understanding that the final version will be filed as a continuation-in-part application. Also, if instructed by the EPA Patent Attorneys, the executed U.S. application shall be transmitted electronically to the EPA Patent Attorneys for filing.

Task 1.4 PETITION TO MAKE SPECIAL

The contractor shall file with the EPA approved final version (referred to as "formal") U.S. application a 1.102(c) petition-to-make-special, citing either of:
1. utility of the invention to materially enhance the quality of the environment; or
2. utility of the invention to materially contribute to the conservation of energy resources.

There is no filing fee for this petition. See MPEP 708.02 § V at
https://www.uspto.gov/web/offices/pac/mpep/s708.html

Task 1.5 INFORMATION DISCLOSURE STATEMENT

The contractor shall prepare and file an Information Disclosure Statement once information regarding prior art is provided to or becomes known to the contractor. The Information Disclosure Statement must comply with PTO regulations and be filed within ninety (90) days of the formal patent application.

Task 1.6 ASSIGNMENT DOCUMENTS

The contractor shall prepare and forward assignment documents for execution by the inventors and shall file the executed assignment documents (i.e., transfer of rights to EPA) with the PTO.

EPA Patent Attorneys can provide a sample assignment document, if needed. The Assignee is the United States Government, as represented by the Administrator of the U.S. EPA.

Task 1.7 U.S. DRAWINGS

If the EPA- provided patent drawings are likely to be unacceptable by the PTO and patent drawings that meet established PTO standards are necessary, the contractor shall obtain approval from the EPA Patent Attorneys for this service.

Task 1.8 U.S. PTO FEES

The contractor shall pay the necessary filing fees subject to reimbursement by the EPA as authorized by EPA order or Government-wide commercial purchase card. The contractor will only be reimbursed for the actual, allowable cost incurred regarding U.S. PTO fees.

Task 2.0 OFFICIAL ACTIONS

The contractors shall advise the EPA Patent Attorneys of the unofficial PTO application serial number within three (3) calendar days of contractor receipt.

Task 2.1 RESTRICTION REQUIREMENT

It is possible that the PTO Patent Examiner will issue an office action in the form of a restriction requirement.

Task 2.2 SUBSEQUENT OFFICE ACTIONS

The contractor shall include in the estimate an allowance for up to two (2) hours of telephonic discussions and negotiations with the PTO and for preparation of documentation required for proper response to the office action – including, but not limited to, telephonic conversations about restriction requirements or Examiner's amendments, and other issues that may need resolution prior to filing the response.

The contractor shall forward one (1) copy of each and every office action received from the PTO along with one (1) copy of each item of cited prior art to the EPA Patent Attorneys and to the FTTA Patent Specialist. However, the contractor shall not prepare a response to the actions unless a call order or the use of a Government-wide commercial purchase card order for the work is issued by the EPA.

Task 3.0 CONTINUED PROSECUTION AND PRESERVATION OF FILES

The contractor shall be aware that the EPA reserves the right to continue patent prosecution on its own or by contracting with another law firm. Accordingly, the contractor shall maintain a complete file of work done and of correspondence with the PTO, and if directed by the EPA, return the files or transfer the files to another contractor at the first contractor's expense (see EPAAR 1552.211-75 Working files).

D. DELIVERABLES

The contractor shall refer to EPA Case No. XXX-FY in addition to its own file and docket numbers and any serial numbers provided by the PTO.

Forward all patent application documents and correspondence related to this case to the EPA Patent Attorneys and EPA inventor (EPA inventor's name) at the following addresses:

Via FedEx or other courier (not U.S. mail or U.S. express or U.S. priority mail):

Laura Scalise
Patent Attorney (Reg. 45,778)
Office of General Counsel - General Law Office
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
William J. Clinton Building, Room 7426S
Washington, DC 20460
Phone: 202.564.8303
Email: scalise.laura@epa.gov

OR

Randall Cherry
Patent Attorney (Reg. 51,556)
Office of General Counsel
U.S. Environmental Protection Agency
1595 Wynkoop Street
MC 8RC
Denver, CO 80202-1129
Phone: 303.312.6566
Email: cherry.randall@epa.gov

AND

Carmen Krieger
Acquisition Specialist
U.S. Environmental Protection Agency
Office of Research and Development
1300 Pennsylvania Avenue, NW
MC 8106R, Room #41178
Washington, DC 20460
Phone: 202.564.0396
Email: krieger.carmen@epa.gov

Via FedEx, other courier, or U.S. mail services (U.S. mail services are allowed if not in DC):

[Inventor's name]

U.S. Environmental Protection Agency
Office of Research and Development
[Work address]
[State and zip code]
[Phone]
Email: [last.first]@epa.gov

E. INVOICING

The contractor shall provide receipt(s) for all NTE line items along with the invoices to the Financial Management Division directed on the task order with copies to the EPA Patent Attorneys and inventor (EPA inventor). Payment will not be made unless receipt(s) are provided.

F. INSTRUCTIONS FOR SUBMITTING INVOICES

Invoices shall be prepared containing the following information:

1. contract and task order number
2. description of services furnished
3. period of performance
4. taxpayer ID number
5. amount due

A. Invoices shall be submitted via e-mail to:
RTPReceiving@epa.gov
Provide the pdf file with the following naming convention and SUBJECT in email:
SI_PO#_invoice#.pdf [Example: SI_EP08X00005_5335.pdf]

B. The FedEx/Commercial Courier address for invoices:
US EPA, RTP-Finance (Mail Drop D143-02)
4930 Page Road
Durham, NC 27703

C. For status of Invoice Payments, call the Financial Office's Customer Service at (919) 541-0616.

G. ACCOMPANYING DOCUMENTS [information specific to the invention]

1. Employee Report of Invention
2. Provisional application number XX/XXX,XXX (filing date), if filed
3. Provisional application filing receipt, if filed
4. Journal manuscript, if any
5. Drawings, if any
6. Laboratory notebook, if appropriate
7. Data, if appropriate
8. DNA sequences, if appropriate
9. Any other information disclosing the invention