

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY Office of Procurement US Patent and Trademark Office Attn: MS 6, Office of Procurement P.O. Box 1450 Alexandria, VA 22313-1450		CODE PROC5467	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO. DOC52PAPT1200048	
			X	9B. DATED (SEE ITEM 11) 05/03/2012	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this Amendment is to provide the response to Industry questions resulting in a revised Verison 2 of the solicitation.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By _____ (Signature of Contracting Officer)	16C. DATE SIGNED

Section B - Supplies or Services and Prices/Costs

General Purpose Information Technology Equipment
ID/IQ IT Products Re-Compete for IT Products

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
----------	----------------------	----------	------	------------	--------

Section I - Contract Clauses

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 [insert dates] through [insert dates].

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

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

(End of clause)

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 \$1.00, 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 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

(End of clause)

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 [insert date].

(End of clause)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in

full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

[Insert one or more internet addresses]

(End of provision)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

<http://farsite.hill.af.mil/vffara.htm>

[Insert one or more Internet addresses]

(End of clause)

PTO-03 USPTO/Invoices

These terms and conditions incorporate new Central Contractor Registration (CCR) requirements.

Contractors shall include their DUNS number (or DUNS+4, whichever is appropriate) on all invoices. Failure to do so may result in processing delays.

PTO-06 Limitation on Contractor Advertisements

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

PTO-17 Contractor FOIA Requirement

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

Technology Clause TECHNOLOGY INFUSION AND ENHANCEMENTS TO REPLACE OBSOLETE OR OUT-OF-PRODUCTION ITEMS

a. The period of this contract, with options, will exceed the technological life of the equipment specified. All automated information systems currently under development at USPTO will require robust image display, storage requirements and processing capabilities, which may not be attainable with the current technology. USPTO may solicit, or the Contractor may propose, engineering changes to the equipment and software specifications or other requirements of the contract. These changes may be solicited or proposed to save

money, improve performance, save energy, replace End-of-Life (EOL) items, or satisfy increased information processing requirements at the USPTO. The price for the proposed revised requirements shall not exceed the price of the current contract requirements by more than 25%, and in no event shall the prices for a particular upgraded item be in excess of the GSA schedule price or the price charged to the Contractors' most favored commercial customer, whichever is less. In assessing price, the USPTO will consider any special warranty terms and delivery, management and support requirements.

b. The Contractor shall request changes in writing to the Contracting Officer and shall provide full documentation on any additions/substitutions. Any change shall be made via a written modification to the contract. Any proposed changes must comply with these conditions: 1) The additional/substituted item(s) shall be fully compatible with item(s) in the CLIN as appropriate; 2) The additional/substituted item(s) shall meet or exceed all specifications applicable to the original item(s); 3) The additional/substituted item(s) shall meet all of the marketability requirements of the specification to ensure field-proven, COTS configurations;

c. All additional/substituted item(s) shall be submitted to USPTO for an Operational Capabilities Demonstration (OCD) and approval prior to delivery against any orders under the contract.

d. In the event that there is an outstanding order, and an addition/substitution has been agreed upon, the USPTO reserves the right to include/exclude the additional/substituted items for that outstanding order.

e. The fact that the Contractor requests a replacement shall not extend the required delivery dates of any items. Upon approval and acceptance of a replacement, the USPTO and Contractor may mutually agree to a reasonable extension of the required delivery dates. In the event that a required item meets its End-of-Life (EOL), the Contractor and the USPTO will mutually resolve any delivery conflicts.