

Requirement Title:**Patent Reclassification Services (PRS)****1.0 Background**

Patent classification systems categorize patent and other documents according to the technical features of their content. Patent classifications are used as a way to efficiently locate relevant prior art documents which are related to an invention. There are a variety of classification systems used worldwide.

In 2010, the United States Patent and Trademark Office (USPTO) entered into a bilateral agreement with the European Patent Office (EPO) to develop a joint classification system, called the Cooperative Patent Classification system (CPC). CPC is aligned with the International Patent Classification (IPC) structure and follows internationally accepted standards to facilitate data exchange and work-sharing. CPC became effective in January, 2013. CPC is collaboratively managed and maintained, with the USPTO and EPO patent examiners consulting and working together on changes to the classification scheme and definitions.

Overview of the CPC System

- 1) CPC is normally based on the IPC, but with further subdivisions. There is a small percentage of CPC which deviates from the current IPC.
- 2) CPC is based on the same sections A-H which exist in the IPC, although with a further section Y for indexing classifications.
- 3) CPC classification rules include warnings and notes found in the schemes which advise users how to classify into the scheme. Some of these warnings may relate to differences between CPC and the IPC, e.g., they may indicate that certain areas of the IPC are not used and users will be advised which groups are being used. Other warnings relate to how documents are classified. The Contractor is expected to follow these warnings and notes unless advised otherwise by the Government. Errors may be assessed if the most current CPC warnings and notes are not followed.
- 4) CPC also has definitions for most subclasses and some groups which the Contractor is expected to consult.
- 5) CPC may change monthly. USPTO will provide Contractor with updated CPC schemes and definitions as often as on a monthly basis. Once the Contractor receives updates from the Government, the new CPC information shall be used at the later of an effective day set by the USPTO or within four (4) weeks of receipt.

Expert classification under CPC requires that all claimed subject matter that is potentially novel and unobvious in the opinion of the expert be classified as invention information classification symbols along with any potentially novel and unobvious constituents (subcombinations) of the claimed subject matter. Furthermore, any unclaimed subject matter in the disclosure that is potentially novel and unobvious in the opinion of the expert must be classified as invention information classification symbols. The expert classifier designation also requires classification, as additional information, of content in a patent

document for which such additional information classification symbols are required, either in the CPC scheme, definitions, or specific guidance provided by the Government.

The CPC scheme is revised on a regular revision cycle. When the CPC scheme is revised, such that there is a change in scope (e.g., new subgroups are created or existing subgroups are split/merged/deleted), documents previously classified under the old scheme must be reclassified into the new or revised subgroups in the CPC scheme.

2.0 Purpose

The USPTO, Office of the Commissioner for Patents is awarding contract(s) for full “expert” level reclassification in CPC of patent documents, in order to meet the USPTO mission which is the examination, granting and dissemination of Patents and Trademarks.

3.0 Scope

The Contractor shall furnish all necessary personnel, materials and services, (except as otherwise provided or specified) to perform the following Performance Work Statement at the Contractor’s facilities. On occasion and as specified by the Contracting Officer’s Representative (COR) with a minimum advance notice of 2 business days, Contractor representative(s) may be required to meet Government personnel at the USPTO headquarters in Alexandria, Virginia. At any time, the Government reserves the right to visit on site at the Contractor’s location at the Government’s discretion with the same advanced notice.

The Contractor will have access to, or be provided copies, of the following documents/data, where appropriate:

- Examiner Handbook on the Cooperative Classification System
- International Patent Classification (IPC) Guide
- CPC scheme and definitions (xml)

Other guidance documents and resource materials may be provided during the performance of the contract by the USPTO in order to assist the Contractor in performing the requirements of the contract.

These documents/data will be provided by the USPTO to the Contractor.

For each new reclassification project under CLIN X001, the USPTO will provide each Awardee with an Initial Working List (IWL) of documents to be reclassified, an estimated document count for the project, the Scheme changes, a Simplified Revision Concordance List (SRCL) or equivalent, any available Test Working List (TWL), definitions, special guidance (if appropriate), start date, fixed final completion date, the maximum number of batches that the deliverables can be broken up into, and a Residual Working List (RWL) (if available). The number of batch(es) to be delivered must not exceed the maximum number of batch(es) set forth by the USPTO. The Contractor however may propose to submit less than the maximum number of batch(es) set forth by the USPTO, which proposal requires USPTO approval. All batches are to be successfully completed prior to the fixed final completion date. The USPTO will also provide templates in electronic format for the final deliverables.

4.0 WORKLOAD ASSIGNMENTS

For CLIN X001, the Government will provide Contractor each reclassification project (or a small group of reclassification projects) as they become available. The projects will vary in size and can range in size from less than 200 documents to more than 10,000 documents. The USPTO may group together several small and/or related projects into a single larger project. For each new reclassification project, the USPTO will provide each Contractor with an estimated document count for the project, the classification scheme, any available definitions, any special guidance (if appropriate), and the maximum number of batches that the deliverables can be broken up into. Additional details of the task order are set forth in Section 6.1.

5.0 PERFORMANCE BASED PRICE ADJUSTMENTS

Price adjustments are designed to assure timely delivery of all final accepted deliverables. As directed by the Government, the Contractor will have a specified period of time to provide the necessary final deliverable. The final deliverables are set forth in Section 6.0. All final deliverables will be accepted in accordance with the review criteria set forth in Section 7.0. Timeliness must be recognized as a vital requirement of this contract.

5.1 Determination of Timeliness

The timeliness determination of CLIN X001 deliverables is detailed in Section 6.1.C. The chart in Section 5.1.1 will also be used for CLIN X001.

5.1.1 Timeliness Performance Based Price Adjustments Calculation

The Government will review the Contractor's compliance with the timeliness period for each deliverable for the appropriate CLIN. The Contractor will need to adjust the invoices in accordance with the chart below for each final deliverable being received by the USPTO during the invoice period for which the Contractor failed to deliver the final acceptable deliverable within the timeliness period for the appropriate CLIN.

Prices listed in the Offeror's proposal and subsequently incorporated via contract award will be subject to the following timeliness performance-based adjustments:

Timeliness		Disincentive
When the final accepted deliverable is received __ calendar days past Fixed Final Completion Date (FFCD).		The following unit price adjustment will be applied to the unit price for each effected deliverable.
1-5 days		10% reduction of the CLIN price for each untimely deliverable
6-10 days		20% reduction of the CLIN price for each untimely deliverable

11-15 days		30% reduction of the CLIN price for each untimely deliverable **
16-20 days		40% reduction of the CLIN price for each untimely deliverable **
More than 21 days		50% reduction of the CLIN price for each untimely deliverable **

**Contractor performance at this level may lead to non-assignment of work, non-exercise of an option period, termination for default, or non-selection as a future Awardee.

6.0 REQUIREMENTS

The following is a description of the contractual responsibilities and deliverables required by the USPTO under this contract.

For CLIN X001, the Contractor will be required to perform reclassification services for documents into revised/new CPC schemes. The USPTO will provide an Excel or equivalent template to be completed for CLIN X001 along with instructions.

For CLIN X001, the final deliverable is considered to be the completed Excel document or equivalent (e.g., XML, Cloud Based, etc.) which shall be submitted via e-mail to the COR/ACOR and SMEs.

If requested by the COR, status reports (e.g., monthly, quarterly, etc.) shall be provided by the Contractor. Such reports may include estimates of caseload capacity or any other information that could reasonably be needed by the USPTO to ensure that the needs of the Government are and will continue to be met. An example of the status report is as follows:

RP #	Status	Date submission	Disincentive (%)	Comments
RPXXXXX				
Batch 1 of X	Accepted/ in progress review/ rejected	MM/DD/YYYY	None	Interpretation of technical subject matter
Batch 1 rework 1	Accepted	MM/DD/YYYY	10%	updates on delivery schedule
Batch 2	In progress review	MM/DD/YYYY	None	updates on delivery schedule
RPYYYYY				
Batch 1 of Y	Accepted/ in progress review/ rejected	MM/DD/YYYY	None	Interpretation of technical subject matter
Batch 1 rework 1	Accepted	MM/DD/YYYY	20%	updates on delivery schedule
Batch 2				

6.1 CLIN X001: Document Reclassification

The Contractor shall perform document reclassification services which is the process of assigning classifications to documents as a result of a revision project. A revision project is one in which classes, subclasses, main groups, and/or subgroups are added to or deleted from a classification scheme(s) resulting in a modified scheme bringing about the need for movement of documents from previous classifications to new classifications.

Revision projects in the utility classes will be undertaken in the CPC system. Revision projects in the plant (PLT) and design (D) classes will not be undertaken in the CPC classification system, although it is possible that documents associated with CPC reclassification efforts might contain a small number of plant or design patents.

A. Reclassification Services

The Contractor shall be tasked under CLIN X001 to provide reclassification services for published documents which have CPC classification symbols in area(s) which underwent scheme revision or other reclassification needs. The Government will select the documents to be reclassified after factoring in family information. The selected documents may include non-English language documents, (e.g., Japanese, Korean, etc.). Use of an English language translation for reclassification purposes will be acceptable for non-English language documents.

B. Project Management

The Government will issue discrete tasks for each reclassification project to be tasked to Contractor under CLIN X001. The Government will provide a project plan for completion of the working list of patent documents associated with each task. Each project plan will detail the timetable for delivery of batches of reclassified patent documents for approval by the Government, with initial batches typically containing a smaller number (e.g., 200 – 500) of reclassified documents to ensure that the contractor's quality is acceptable to the Government. The Government shall not be obligated to review more than one batch concurrently for a specific project.

The Contractor is required to attend status meetings as requested by the Government representatives. Normally, this may be done via teleconference. The Contractor will also provide reports on document placement and report problems in a timely fashion.

All work shall be completed in accordance with the schedule set forth in the task order. All data forwarded to the Government shall be in the required format(s) (for example Excel). The Government will provide feedback and direction to the Contractor on continuation of the work at the status meetings.

The Contractor shall provide reclassifications for each document provided as a part of a revision project, along with textual comments as to the classifier's reasoning for the appropriateness of each of the selected classifications. The Contractor will only be compensated based on the total number of unique patent documents reclassified and accepted by the Government.

The Contractor will only be compensated based on the document count of the batches accepted by the Government.

The Contractor will not invoice the Government until approval of the submitted batch(es) by the Government.

C. Timeliness

Each reclassification project under this CLIN will have a fixed final completion date set forth by the Government. Any batch not submitted in accordance with the acceptance criteria (see Section 7.0) to the USPTO by the fixed final completion date will be counted as overdue or untimely. The number of days that each batch is late will be calculated by determining the number of days that the batch is in possession of the Contractor for work after the fixed final completion date (any day that the batch is returned to the Contractor for correction before 10:00 am EST/EDT will count as a day that the Contractor had possession of the batch for work and any portion of a day that the Contractor has possession of the batch for work will be considered a whole day). For example, if a batch was submitted to the USPTO on the fixed final completion date, the batch was returned to the Contractor for correction at 9:00 am EST on day 20 after the fixed final completion date, and the Contractor submitted a corrected batch which was in compliance with the acceptance standard on day 25 after the fixed final completion date then that batch would be considered 6 days late because the Contractor had possession of the batch for work on days 20, 21, 22, 23, 24, and 25. If a batch is submitted more than 21 days prior to the fixed final completion date and the batch is returned for correction after the fixed final completion date, then the number of days late will be reduced by the number of days represented by subtracting 21 days from the date when the corrected batch was submitted by Contractor. The Government will perform up to 100% inspection for compliance with the timeliness requirement of each project. Repeated non-compliance with the timeliness requirements may lead to non-assignment of work, non-exercise of option periods, or termination for default. The Government will monitor the Contractor's compliance with the delivery schedule and may un-assign any outstanding documents which have not been completed for a given reclassification project if it does not appear that the Contractor is on track to meet the fixed final completion date. Repeated Contractor performance above the acceptable error rate may lead to non-assignment of work, non-exercise of an option period, or termination for default.

D. Additional Requirements

For each CPC reclassification project, the Government shall provide but not limited to the following:

1. An Initial Working List (IWL) of documents to be reclassified,
2. Scheme Changes,
3. A Simplified Revision Concordance List (SRCL) or equivalent,
4. Any available Test Working List (TWL),
5. Definitions and special guidance if appropriate,
6. Start date,
7. Fixed final completion date,
8. Maximum number of batch(es),
9. Residual Working List (RWL) if available.

The Contractor shall provide the required format for data returned to the Government. The IWL and RWL will include patent documents that are reclassifiable within a new classification scheme of the project, but may also include documents that may need to be reclassified elsewhere in the classification system. The RWL consists of residual document(s) that were unpublished at the time the IWL was generated, but were published prior to fixed final completion date. Therefore, knowledge of technology areas outside the project area is beneficial.

The Government may submit updated written guidance to the Contractor at any time, which must be implemented within two (2) weeks after receipt by the Contractor.

Classification rules and technology specific guidance will be provided by the Government as needed.

E. Summary

For documents classified in a Cooperative Patent Classification (CPC) reclassification project, the Contractor will provide:

1. All invention information classifications within the new scheme. Invention information is technical information in the total disclosure of a patent document (for example, description, drawings, claims) that represents an addition to the state of the art. The invention information is determined in the context of the state of the art, using guidance provided by the claims of the patent document, with due regard given to the description and the drawings. "Addition to the state of the art" means all novel and unobvious subject matter specifically disclosed in a document, which subject matter does not represent part of the prior art, i.e., the difference between the subject matter in the document and the collection of all technical subject matter that has already been placed within public knowledge. Specific guidance for assigning inventive classification symbols may be provided by the USPTO for certain technologies. See IPC Guide, Section VIII.
2. All additional information classifications as directed by special guidance by the USPTO.

Additional information classification symbols in the CPC (also referred to as “non-obligatory” or “non-invention” information) will be assigned to a document as appropriate (CLINX001). Specific guidance for assigning additional classification symbols may be provided by the USPTO for certain technologies. Any additional classification symbols shall be specified as such. See IPC Guide, Section VIII.

3. Any document in a batch whose first classification symbol is abolished by the reclassification project shall have a new first classification symbol assigned either in the new scheme provided by the Government or elsewhere in CPC as appropriate.
4. If more than one (1) later invention information classification symbol is appropriate in the new scheme provided by the Government, such later classification symbols shall be assigned. For a document in a batch whose first classification symbol is not part of the reclassification project, but its later classification symbol(s) is abolished by the reclassification project, the Contractor may assign a new later classification symbol(s) in the new scheme or may “cancel” this classification symbol(s) if it is found inappropriate for the new scheme, unless directed by the Government to do otherwise. Additional information classifications or deep indexing classifications should be assigned only if special guidance is provided by the Government. Contractor is not responsible for assigning later classification symbols which are not in the new scheme, unless guidance is provided by the Government.
5. Textual rationale for each CPC allocation applied to a patent document.
Note: The purpose of the rationale is to provide the USPTO reviewer the basis and/or justification for the allocation. The rationale may be in the form of a passage citation, claim number, drawing figure or reference character, etc., which identifies the specific part of the document that provides the basis for the selection of the symbol by the contractor. The textual rationale should not exceed 150 words; however, it should be sufficiently specific to permit a determination of what is being reclassified. The measurable deliverable is the correct symbol and attribute; therefore, a correct symbol with an incorrect reasoning should not be held as an error. However, if an error is proposed for a symbol, then the USPTO reviewer will consider the classifier's rationale when evaluating the error. Additionally, the USPTO reviewer may use the textual rationale as feedback, when issues are found with the supporting rationale being inconsistent or not in line with the definitions, notes and warnings within the scheme.

7.0 REVIEW CRITERIA & ACCEPTANCE

The USPTO has determined a set of review criteria that will be applied to the Contractor’s final deliverables.

7.1 Formalities Review Criteria (CLIN X001)

The USPTO will perform random checks for formalities issues which may require correction by the Contractor before acceptance. These checks will include: (1) final deliverable content complies with USPTO standards/final deliverable templates; (2) all allocations of Invention information versus Additional information; and (3) other non-substantive errors. Excessive formalities errors may result in the need for the Contractor to implement a corrective action plan to address any formalities issues. Repeated excessive formalities errors may result in reduction of volumes, non-exercise of an option period, or termination for default.

7.2 Document Reclassification Review Criteria (CLIN X001)

These review criteria correspond to the content of the deliverable which must be correct for the USPTO to accept the deliverable. The USPTO will use the review criteria to determine if the deliverable contains errors that require correction.

The USPTO will sample an appropriate number of documents completed by the Contractor in a given batch to monitor compliance with the document reclassification requirements of the contract. The number of documents sampled may change based on batch size, initial compliance rate, and available USPTO review resources.

Each reviewed batch will be evaluated for the following criteria:

E1 (document reclassification review criteria): All appropriate CPC classifications are supplied in the final deliverable, i.e., the supplied CPC classifications are correct down to the subgroup and no appropriate CPC classifications are omitted in the final deliverable for the batch.

If the error rate is **less than** the maximum acceptable error rate for the sample set, the Contractor will make corrections to any errors found in the sample set review.

An error rate **greater than the** maximum acceptable error rate of the sample set of documents will result in the entire batch being returned to the Contractor. The Contractor must then correct the errors identified by the USPTO, ensure that the remainder of the batch meets the required acceptance standard, and return a corrected batch to the USPTO. The corrected batch will be inspected for compliance by USPTO by reviewing a different sample from the batch. The process will continue until the batch is deemed acceptable by the USPTO. The maximum acceptable error rate is ten (10) percent per batch.

Document placement errors identified by the Government will be corrected by the Contractor at no additional cost to the Government. If the Government determines that the document placement error rate of a sample of documents reclassified is greater than an acceptable error rate, the Government will require the Contractor to rework and resubmit the entire set of documents from which the sample was taken at no cost to the Government.

The Government will typically have up to twenty-one (21) business days to determine the acceptability of all completed batches. Batch delivery date will be counted as starting at midnight, Eastern Time zone, on the first business day following the Contractor delivery of the completed batch. The Contractor will be notified by the Contracting Officer's Representative

(COR), Alternate Contracting Officer's Representative (ACOR) and Subject Matter Experts (SMEs) via e-mail of any unforeseen Government delay in reviewing any delivered batch.

Document placement errors identified by the Government will be returned to the Contractor along with justification.

7.2.1 Acceptance of Deliverables

Acceptance or rejection of all submitted deliverables will be formally communicated to the Contractor in writing from the COR. The Contractor will be notified upon completion of the review process of any deliverable that failed to meet the required acceptance standard. All notifications of errors will be accompanied by specific justification or substantiation of the reason(s) for error.

7.2.2 Rebuttal Procedures

For CLIN X001, upon notification of non-acceptance of a batch, the Contractor may, within five (5) business days after notification, appeal the error designations and provide rationale to the Government. The Government will provide a final decision on any rebuttal to the Contractor within approximately fifteen (15) business days. Rebuttal batch delivery date will be counted as starting at midnight, Eastern Time zone, on the first business day following the Contractor delivery of the rebuttal batch. If after rebuttal the acceptable error rate is still not met, the Contractor shall rework the entire batch and resubmit the entire batch for review.

7.2.3 Required Quality Compliance Standards

The Contractor will be held to specific error rates for E1 7.2. The acceptable performance is defined as an error rate of no more than 10.0% for E1 7.2. Any non-compliance will require a COR-approved action plan to ensure future compliance. Repeated Contractor performance below the acceptable compliance rate of 90% may lead to non-assignment of present and/or future work, non-exercise of an option period, or termination for default.

The error rate for E1 will be determined using the following formula:

$$E1_{\text{error rate}} = \{[(\text{Number of incorrect symbol(s)} + \text{Invalid symbol(s) in the sample}) / (\text{Total number of classifications given by the Contractor in the sample}) + 0.25 * (\text{Number of omitted classification(s)} / \text{Total number of classifications given by the contractor in the sample} + \text{number of omitted classifications})] * 100\}$$

Repeated Contractor performance above the acceptable error rate of 10% may lead to non-assignment of present and/or future work, non-exercise of an option period, or termination for default.

7.2.4 Summary of Review Criteria and Maximum Error Rates

Compliance Item	Review Criteria	Relevant CLIN(s)	RFP Sections	Max. Error Rate
E1	Reclass	X001	6.1, 7.2, 7.2.3	10%
Formalities	Formalities	All	6.1, 7.1	N/A

8.0 QUALITY CONTROL PLAN (QCP)

A Quality Control Plan (QCP) is the documentation of the Contractor's process for delivering the level of quality required by the contract. This document is intended to provide guidance to Contractors as to what is expected from QCPs, and what the criteria for accepting and using the requirements for these plans will be. The QCP is the Contractor's framework for documenting its process for managing and delivering quality work products to the Government. The QCP defines the Contractor's planned approach to successfully achieve the expected results or outcome as outlined in Section 6.0. The QCP outlines how those results will be achieved. While it is not possible to determine from the QCP whether the level of quality will be acceptable, it is possible to verify that the Contractor, as an organization, has addressed the basic elements of its quality control process.

The Contractor's work will be reviewed and inspected to ensure quality standards specified in Sections 5.0 and 6.0 of the contract by the USPTO COR, who has final approval and acceptance, in accordance with the Government's Quality Assurance Surveillance Plan (QASP).

9.0 Quality Assurance Surveillance Plan

The Contractor's work will be reviewed and inspected by the USPTO COR, who has final approval and acceptance, in accordance with the Government's Quality Assurance Surveillance Plan (QASP). The QASP considers the Contractor's QCP in its development. The QASP is finalized and agreed to by the contracting parties no later than 10 days after the pre-performance kick-off meeting.

10.0 Deliverables

The table below is an example of what contractor shall provide in regard to the number of batch(es), schedule, and delivery method.

PWS Section	Deliverable	Due Date	Delivery Method
6.1. B	Batch 1	dd/mm/yyyy	Email Excel Spreadsheet or equivalent

PWS Section	Deliverable	Due Date	Delivery Method
6.1. B	Batch 2	dd/mm/yyyy	Email Excel Spreadsheet or equivalent
6.1. B	Batch 3	dd/mm/yyyy	Email Excel Spreadsheet or equivalent
6.1. B	Batch 4	dd/mm/yyyy	Email Excel Spreadsheet or equivalent

11.0 Period of Performance

The schedule provides for a one (1)-year ordering period and four (4) one (1)-year option periods where task orders may be placed against the IDIQ contract(s). The basic ordering period and four (4)-one (1) year option periods are included as follows:

Base Period: December 1, 2026 – November 30, 2027

Option Period 1: December 1, 2027-November 30, 2028

Option Period 2: December 1, 2028- November 30, 2029

Option Period 3: December 1, 2029- November 30, 2030

Option Period 4: December 1, 2030- November 30, 2031

Performance under task orders or associated options may extend beyond the ordering period above. Task orders will be incrementally funded and subject to the terms of any Continuing Resolutions.

The below represents the price schedule for this contract. The Government's minimum, maximum, and estimated quantities are provided. These estimated quantities are based on current projections. In the event of multiple awards, each contractor will receive no less than the guaranteed minimum indicated below for the base period plus any option period exercised. Please note that the minimum estimated and maximum quantities are overall ordering period totals, not per order totals.

Base Period – December 1, 2026- November 30, 2027

CLIN	DESCRIPTION (Document Cite Reference)	Min.	Est.	Max.	Unit	Fixed Unit Price
0001	Document Reclassification	0	300,000***	320,000	<u>EA</u>	\$

Option Period 1 – December 1, 2027- November 30, 2028

CLIN	DESCRIPTION (Document Cite Reference)	Min.	Est.	Max.	Unit	Fixed Unit Price
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						Price
1001	Document Reclassification	0	300,000***	320,000	<u>EA</u>	\$

Option Period 2 – December 1, 2028- November 30, 2029

CLIN	DESCRIPTION (Document Cite Reference)	Min.	Est.	Max.	Unit	Fixed Unit Price
2001	Document Reclassification	0	300,000***	320,000	<u>EA</u>	\$

Option Period 3 – December 1, 2029- November 30, 2030.

CLIN	DESCRIPTION (Document Cite Reference)	Min.	Est.	Max.	Unit	Fixed Unit Price
3001	Document Reclassification	0	300,000***	320,000	<u>EA</u>	\$

Option Period 4 – December 1, 2030- November 30, 2031

CLIN	DESCRIPTION (Document Cite Reference)	Min.	Est.	Max.	Unit	Fixed Unit Price
4001	Document Reclassification	0	300,000***	320,000	<u>EA</u>	\$

***The estimate provided for CLIN X001 is for the total number of documents estimated for the performance period.

12.0 Place of Performance

All work is to be performed at the contractor site.