

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER		Rating	Page of Pages
Award/Contract		SER DPAS (16 CFR 300)			36
2. CONTRACT (Proc. Hist. Ident.)		3. DOCUMENT NO.	4. EFFECTIVE DATE	5. ACQUISITION/PURCHASE REQUEST PROJECT NO.	
50PAPT101019			08/07/2001	163PD100168	
5. ISSUED BY		CODE	17	6. ADMINISTERED BY (If other than Item 5)	
Office of Procurement U.S. Patent and Trademark Office 2011 Crystal Drive, Suite 810 Arlington, VA 22202					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)			8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See below)		
ASRC Aerospace Corporation 6301 Ivy Lane Suite 300 Greenbelt, MD 20770			9. DISCOUNT FOR PROMPT PAYMENT		
			10 days % 20 days % 30 days % days %		
CODE *			FACILITY CODE		10. SUBMIT INVOICES (# Copies unless other - - wise specified) To THE ADDRESS SHOWN IN:
					ITEM 12
11. SHIP TO/MARK FOR			12. PAYMENT WILL BE MADE BY		
No Contacts Identified OFFICE OF PROCUREMENT Office of Procurement US Patent and Trademark Office 2111 Crystal Drive, Suite 810 Arlington, VA 22202			U.S. Patent and Trademark Office Office of Finance, Box 17 Washington, DC 20231		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:			14. ACCOUNTING AND APPROPRIATION DATA		
<input type="checkbox"/> 10 U.S.C. 2304(c) () <input checked="" type="checkbox"/> 41 U.S.C. 253(c) (5)			See Line Item Detail		
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE
	SEE LINE ITEM DETAIL				
15G. TOTAL AMOUNT OF CONTRACT					90,000.00
16. TABLE OF CONTENTS					
()	SEC	DESCRIPTION	PAGE(S)	()	SEC
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION CONTRACT FORM		X	I
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS/WORK STATEMENT		X	J
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
X	F	DELIVERIES AND PERFORMANCE		L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	G	CONTRACT ADMINISTRATION DATA		M	EVALUATION FACTORS FOR AWARD
X	H	SPECIAL CONTRACT REQUIREMENTS			
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein. (Attachments are listed herein.)			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print) Glen McDonald, Director of Contracts			20A. NAME OF CONTRACTING OFFICER Susan B. Messina		
19B. NAME OF CONTRACTOR By ASRC Aerospace Corp.			20B. UNITED STATES OF AMERICA By Susan B. Messina		20C. DATE SIGNED 8/29/01
(Signature of person authorized to sign)			(Signature of Contracting Officer)		
19C. DATE SIGNED 8/23/01					

Line Item Summary	Document Number 50PAPT10	Title IRFS	Page 2 of 36
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Total Funding: \$90,000.00

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category

See Line Item(s)

Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001					\$0.00	
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Ref Req No: 163P0100168

Total Cost: \$0.00

Contract Level Funding Summary	Document Number 50PAPT1 9	Title IRFS	Page 3 of 36
-----------------------------------	------------------------------	---------------	-----------------

2001 - - A - 163210 - - 2528 - - S25325 - 163210 - - - - -

\$50,000.00

Reference Requisition: 163P0100168

2001 - - A - 163310 - - 2528 - - S25205 - 163310 - - - - -

\$5,000.00

Reference Requisition: 163P0100168

2001 - - A - 163320 - - 2528 - - S25205 - 163320 - - - - -

\$10,000.00

Reference Requisition: 163P0100168

2001 - - A - 163440 - - 2528 - - S25205 - 163440 - - - - -

\$15,000.00

Reference Requisition: 163P0100168

2001 - - A - 163430 - - 2528 - - S25205 - 163430 - - - - -

\$10,000.00

Reference Requisition: 163P0100168

Total Funding: \$90,000.00

Award/Contract	Document	Document Title	Page 4 of 36
	50PAPT101019	IRFS	

TABLE OF CONTENTS

SECTION B -- Supplies or Services and Prices	5
B.1 SCHEDULE OF ITEMS.doc	5
B.2 Award Fee	8
B.3 Estimated and Allowable Costs - Incrementally Funded Contracts	8
B.4 Level of Effort - Cost Reimbursement Term Contract	9
B.5 Payment of Base Fee and Award Fee	9
B.6 Type of Contract	10
SECTION C -- Descriptions and Specifications	11
C.1 Statement of Work/Specifications	11
C.2 Background	11
C.3 Acquisition Objective	11
C.4 Scope of Work	12
C.5 Performance-Based Contracting Implementation	16
C.6 Exhibit A	16
SECTION D -- Packaging and Marking	18
D.1 DELIVERIES AND MARKING	18
SECTION E -- Inspection and Acceptance	19
E.1 Clauses By Reference	19
SECTION F -- Deliveries or Performance	20
F.1 Period of Performance	20
F.2 Place of Performance	20
F.3 Government Holidays	20
SECTION G -- Contract Administration Data	21
G.1 Contract Administration	21
G.2 Contracting Officer's Authority	21
G.3 Contracting Officer's Technical Representative (COTR)	21
G.4 Electronic Payment Information	22
G.5 Invoicing and Payment Instructions	22
SECTION H -- Special Contract Requirements	24
H.1 Anti-Bounty Question Provision	24
H.2 Access to Government Facilities	24
H.3 Advertising of Award	24
H.4 Duplication and Disclosure of Confidential Data	24
H.5 Insurance Coverage	24
H.6 Key Personnel	25
H.7 Notice to the Government of Delays	25
H.8 Organizational Conflict of Interest	25
H.9 Secrecy and Usage of Patent Information	26
H.10 Supervision of Contractor's Employees	27
H.11 Government Identification/Suitability Investigations	27
H.12 Section 8(A) Direct Awards	27
SECTION I -- Contract Clauses	29
I.1 Clauses By Reference	29
I.2 Payment For Overtime Premiums	30
I.3 Notification of Ownership Changes	31
I.4 Execution And Commencement Of Work	31
I.5 Limitation Of Government Liability	31
I.6 Contract Definitization (See Note 1.)	32
I.7 Subcontracts--Alternate II	32
I.8 Subcontracts for Commercial Items	34
I.9 Clauses Incorporated By Reference	35
SECTION J -- List of Documents, Exhibits and Other Attachments	36
J.1 List of Attachments	36

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 5 of 36
-----------------------	---------------------------------	-------------------------------	---------------------

SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 FILE SCHEDULE OF ITEMS.DOC

The following items are required to support the Government operations of the U.S. Patent and Trademark Office.

BASE PERIOD (October 16, 2001 through October 15, 2002) ** NOTE					
CLIN	Description	Estimated Cost	Base Fee	Maximum Award Fee	Total
0001	Electronic Information Center Support as described in Sections C.4.1, C.4.2, C.4.3, C.4.4, C.4.5				
0002	STIC Reference Desk Support as described in Sections C.4.1, C.4.2, and C.4.4				
0003	Trademark Law Library Support as described in Sections C.4.1, C.4.2, and C.4.3				
0004	International Liaison Information Report as described in Section C.4.3				
0005	SIRA Deliverables Support as described in Section C.4.4				
0006	CRF Clerical Support as described in Section C.4.4				
0007	Information Access & Management Support as described in Sections C.4.1, C.4.3, and C.4.4				
0008	Reference Fulfillment Support as described in Sections C.4.1 and C.4.4				
0009 **	Information Technology Resource Providers as described in Sections C.4.1, C.4.2, C.4.3, C.4.4, C.4.5				

** The Period of Performance for CLIN 0009 is April 16, 2002 through October 15, 2002.

OPTION PERIOD I (October 16, 2002 through October 15, 2003)					
CLIN	Description	Estimated Cost	Base Fee	Maximum Award Fee	Total
0001	Electronic Information Center Support as described in Sections C.4.1, C.4.2, C.4.3, C.4.4, C.4.5				

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 6 of 36
-----------------------	---------------------------------	-------------------------------	---------------------

0002	STIC Reference Desk Support as described in Sections C.4.1, C.4.2, and C.4.4				
0003	Trademark Law Library Support as described in Sections C.4.1, C.4.2, and C.4.3				
0004	International Liaison Information Report as described in Section C.4.3				
0005	SIRA Deliverables Support as described in Section C.4.4				
0006	CRF Clerical Support as described in Section C.4.4				
0007	Information Access & Management Support as described in Sections C.4.1, C.4.3, and C.4.4				
0008	Reference Fulfillment Support as described in Sections C.4.1 and C.4.4				
0009	Information Technology Resource Providers as described in Sections C.4.1, C.4.2, C.4.3, C.4.4, C.4.5				

OPTION PERIOD II (October 16, 2003 through October 15, 2004)					
CLIN	Description	Estimated Cost	Base Fee	Maximum Award Fee	Total
0001	Electronic Information Center Support as described in Sections C.4.1, C.4.2, C.4.3, C.4.4, C.4.5				
0002	STIC Reference Desk Support as described in Sections C.4.1, C.4.2, and C.4.4				
0003	Trademark Law Library Support as described in Sections C.4.1, C.4.2, and C.4.3				
0004	International Liaison Information Report as described in Section C.4.3				
0005	SIRA Deliverables Support as described in Section C.4.4				
0006	CRF Clerical Support as described in Section C.4.4				

Award/Contract	Document 50PAPTIC.019	Document Title IRFS	Page 7 of 36
-----------------------	---------------------------------	-------------------------------	---------------------

0007	Information Access & Management Support as described in Sections C.4.1, C.4.3, and C.4.4				
0008	Reference Fulfillment Support as described in Sections C4.1 and C.4.4				
0009	Information Technology Resource Providers as described in Sections C.4.1, C.4.2, C.4.3, C.4.4, C.4.5				

OPTION PERIOD III (October 16, 2004 through October 15, 2005)					
CLIN	Description	Estimated Cost	Base Fee	Maximum Award Fee	Total
0001	Electronic Information Center Support as described in Sections C.4.1, C.4.2, C.4.3, C.4.4, C.4.5				
0002	STIC Reference Desk Support as described in Sections C.4.1, C.4.2, and C.4.4				
0003	Trademark Law Library Support as described in Sections C.4.1, C.4.2, and C.4.3				
0004	International Liaison Information Report as described in Section C.4.3				
0005	SIRA Deliverables Support as described in Section C.4.4				
0006	CRF Clerical Support as described in Section C.4.4				
0007	Information Access & Management Support as described in Sections C.4.1, C.4.3, and C.4.4				
0008	Reference Fulfillment Support as described in Sections C4.1 and C.4.4				
0009	Information Technology Resource Providers as described in Sections C.4.1, C.4.2, C.4.3, C.4.4, C.4.5				

OPTION PERIOD IV (October 16, 2005 through October 15, 2006)					
CLIN	Description	Estimated Cost	Base Fee	Maximum Award Fee	Total
0001	Electronic Information Center Support as described in Sections C.4.1, C.4.2, C.4.3, C.4.4, C.4.5				

Award/Contract	Document 50PAPT16.019	Document Title IRFS	Page 8 of 36
-----------------------	---------------------------------	-------------------------------	---------------------

0002	STIC Reference Desk Support as described in Sections C.4.1, C.4.2, and C.4.4				
0003	Trademark Law Library Support as described in Sections C.4.1, C.4.2, and C.4.3				
0004	International Liaison Information Report as described in Section C.4.3				
0005	SIRA Deliverables Support as described in Section C.4.4				
0006	CRF Clerical Support as described in Section C.4.4				
0007	Information Access & Management Support as described in Sections C.4.1, C.4.3, and C.4.4				
0008	Reference Fulfillment Support as described in Sections C4.1 and C.4.4				
0009	Information Technology Resource Providers as described in Sections C.4.1, C.4.2, C.4.3, C.4.4, C.4.5				

B.2 AWARD FEE

The amount of award fee the Contractor earns on this contract is based on a subjective evaluation by the Government of the quality of the Contractor's performance in accordance with the award fee plan (Attachment A). The Government will determine the amount of award fee every 6 months beginning with the sixth month after award. The Fee Determination Official (FDO) will unilaterally determine the amount of award fee. The FDO's determination will be in writing to the Contractor. The Government may unilaterally change the award fee plan at any time and will provide such changes in writing to the Contractor prior to the beginning of the applicable evaluation period. The Contractor may submit a voucher for the earned award fee. Available award fee not earned during one period does not carry over to subsequent periods.

B.3 ESTIMATED AND ALLOWABLE COSTS - INCREMENTALLY FUNDED CONTRACTS

(a) Estimated Costs

(1) It is estimated that the total cost plus award fee to the Government for full performance of the contract will be \$ ____ * ____ of which the sum of ____ * ____ represents the estimated reimbursable costs, \$ ____ * ____ represents the base fee, and \$ ____ * ____ represents the award fee.

(2) Total funds currently available for payment and allotted to this contract are \$ ____ * ____ of which \$ ____ * ____ represents the estimated reimbursable costs, \$ ____ * ____ represents the base fee, and \$ ____ * ____ represents the award fee. For further provisions on funding, see clause 52.232-22 "Limitation of Funds."

(3) It is estimated that the amount currently allotted will cover the performance under the contract through ____ * ____.

Award/Contract	Document 50PAPT10...19	Document Title IRFS	Page 9 of 36
-----------------------	----------------------------------	-------------------------------	---------------------

(4) The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.

(5) When the contract is fully funded, the provisions of clause 52.232-20 "Limitation of Cost" and clause 52.216-7 "Allowable Cost and Payment" shall apply.

(b) Allowable Costs

(1) Final annual indirect cost rate(s) and the appropriate base(s) shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2) Until final annual indirect cost rates are established for any period, the Government shall reimburse the contractor at billing rates established by the appropriate Government Representative in accordance with 42.704, subject to adjustment when the final rates are established.

(c) Limitation of Government Liability

In accordance with Section I.3, funds in the amount of \$90,000 have been obligated for this letter contract. The Contractor is not authorized to make expenditures or incur obligations exceeding \$90,000.

B.4 LEVEL OF EFFORT - COST REIMBURSEMENT TERM CONTRACT

(a) The Contractor shall perform all work within the Level of Effort (LOE) specified below.

<u>CLIN</u>	<u>LOE in Hours</u>
0001	TBD
0002	TBD
0003	TBD
0004	TBD
0005	TBD
0006	TBD
0007	TBD
0008	TBD
0009	TBD
Total	TBD

The Government intends to order up to TBD direct labor hours per year during each of the contract base and option year periods, which represent the Government's best estimate of the level of effort required to fulfill these requirements. Support personnel which contribute to the overall operation of the Contractor's company, such as company management, accountants, attorneys, and other company-wide staff, will be indirect charges.

(b) These terms and conditions do not supersede the requirements of either clause 52.232-20 "Limitation of Cost" or clause 52.232-22 "Limitation of Funds."

B.5 PAYMENT OF BASE FEE AND AWARD FEE

(a) Base Fee

The base fee shall be paid based on the percentage of completion of work, as determined by the Contracting Officer, and subject to the following withholding provisions. After payment of eighty-five percent (85%) of the base fee in each contract year, the Government shall withhold further payment of base fee pending establishment of a reserve of fifteen percent (15%) of the total base fee or \$100,000, whichever is less. This withholding shall be payable upon submission and acceptance of appropriate closing documents, after final audit of the contract has been completed, and after all audit exceptions have been resolved.

Award/Contract	Document 50PAPT10.019	Document Title IRFS	Page 10 of 36
-----------------------	---------------------------------	-------------------------------	----------------------

(b) Award Fee

The amount of award fee to be paid, if any, shall be paid promptly upon receipt of a voucher submitted in accordance with the following:

- (1) The award fee provided for in this article shall be in addition to any base fee provided for in section B.5.a. Beginning on the effective date of this contract, the Government shall evaluate the Contractor's performance at the end of every six (6) month period to determine the award fee earned by the Contractor.
- (2) The Contractor may earn a minimum award fee of zero dollars (\$0) to a maximum fee as stated in paragraph B.X(a)(1).
- (3) The Contractor shall be advised in writing of the determination and of the reasons why the award fee was earned, or why it was not earned, in order that the Contractor may improve its performance, if the latter is applicable.
- (4) This contract will be modified by a unilateral contract modification, executed by the Contracting Officer, when the award, if any, has been determined by the USPTO Fee Determination Official. This modification shall set forth the amount of fee awarded for the performance period evaluated. Upon receipt of the contract modification, the Contractor may submit a public voucher for payment of the total award fee earned for the period evaluated.

B.6 TYPE OF CONTRACT

This is a letter contract for Information Research and Facilities Services (IRFS). A cost-plus-award-fee type contract is anticipated. It consists of a base period and four (4) one-year options.

It is estimated that the total cost to the Government for full performance of the contract will be as follows:

TBD

Award/Contract	Documen 50PAPT101019	Document Title IRFS	Page 11 of 36
-----------------------	--------------------------------	-------------------------------	----------------------

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK/SPECIFICATIONS

The contractor shall furnish the necessary personnel, material, equipment, services and facilities (if required) to perform the following Statement of Work/ Specifications.

C.2 BACKGROUND

On March 29, 2000, the Patent and Trademark Office (PTO) became the United States Patent and Trademark Office (USPTO), a performance-oriented organization. As a performance-oriented organization, the United States Patent and Trademark Office is a results-driven organization with a focus on customer service.

The Public Law 106-113 re-establishes the PTO as the USPTO, an agency of the United States within the Department of Commerce, subject to the policy direction of the Secretary of Commerce. The USPTO retains responsibility for decisions regarding the management and administration of operations and exercises independent control of budget allocations and expenditures, personnel decisions and processes, procurements, and other administrative and management functions.

The USPTO is headed by the Under Secretary of Commerce for Intellectual Property and Director of the USPTO, appointed by the President, by and with the advice and consent of the Senate. The USPTO's Patent and Trademark operations are treated as separate operating units. The Secretary of Commerce appointed a Commissioner for Patents and a Commissioner for Trademarks.

The mission of the USPTO is to promote industrial and technological progress in the United States and to strengthen the national economy by:

- Administering the laws relating to patents and trademarks.
- Advising the Secretary of Commerce, the President of the United States, and the Administration on patent, trademark, and copyright protection.
- Advising the Secretary of Commerce, the President of the United States, and the Administration on trade-related aspects of intellectual property.

The Patent Business is organized based on technology centers. Technology centers are groups of patent examiners working in similar technology areas. This organizational scheme was instituted to facilitate communication with patent customers and reflects parallel technology areas in private industry. There are currently seven technology centers, each of which consists of 300 to 800 patent examiners. Many of the services provided by the Office of the Deputy Commissioner for Patent Resources and Planning are customized to meet the needs of particular technology centers. The services provided frequently require that staff be physically located within the technology centers or in other specified locations of the USPTO campus.

The requirements as presented in this Statement of Work (SOW) are consistent with accomplishing the mission of the USPTO.

C.3 ACQUISITION OBJECTIVE

The Acquisition Objective is to provide continued and expanded contractor support for Information Research and Facilities Services (IRFS) in support of the USPTO's mission. USPTO has a need, as defined in this SOW, for acquisition of services to support the USPTO's performance of high quality, efficient, and timely patent examinations.

In recent years, rapidly emerging technologies have had great impact on the kinds of facilities, systems, services and staff that are needed in order to respond effectively to the growing and changing requirements of patent examining. Biotechnology and computer software technologies, for example, are two of these fields of emerging technology. In addition, the current environment of dynamic

Award/Contract	Document# 50PAPT101019	Document Title IRFS	Page 12 of 36
-----------------------	----------------------------------	-------------------------------	----------------------

evolution of automation and electronic networking capabilities both within and outside of the USPTO, has had a strong impact on the kind of services that are practical, desirable and expected. These factors, together with the programs and plans underway for quality improvements and changes in patent laws, are all expected to have a continued and substantial impact on facilities, systems, and service requirements of USPTO. It is the goal of this SON to provide Information Research and Facilities Services for all organizations within USPTO. However the primary user of these services will be the Office of the Deputy Commissioner for Patent Resources and Planning located within the Office of the Assistant Commissioner for Patents. The complete organizational structure and additional information on USPTO may be located at USPTO's Internet web site at <http://www.uspto.gov>.

C.4 SCOPE OF WORK

Support services for USPTO operations will be required as defined herein. The following sections define the required services:

Information Retrieval Service

- Database and Bibliographic Search Support
- Search Result Support
- Technical Support
- Non-USPTO Patent Community Support

Search Assistance

- Instructional Support
 - In-House and Commercial Databases
 - Automated Tools
- Search Assistance Referral
- Search Strategy Support
- Course Material Support

Information Resources Analysis

- New Sources of Literature Support (including Collection Development)
- Identifying Emerging Technologies and Non-USPTO Expertise
- System and Process Improvement Support

Facilities Management Operations

- Library Support Services
- Literature Collections Management and Support
- Reference Fulfillment Support
- Facilities Evaluation and Analysis
- Facilities Planning Support
- Information Dissemination Support
- Facilities Maintenance Support
- Facilities Management Support

Consulting and Educational Assistance Support

C.4.1 Information Retrieval Service

USPTO has access to commercial and in-house databases for both patent and non-patent literature for information retrieval. Comprehensive on-line and manual searching is needed to help the patent examiners identify relevant prior and/or related art of the patent application. References collected from patents, scientific and technical literature, journals, newspapers and newswires are examples of prior-art sources used in the patent examination process.

The primary focus of this task area is to conduct precise, targeted searches using a host of on-line and print services for the patent examiners. The service may require interaction with the examiner to determine the nature and scope of the application. This may include reading and interpreting the claims and the abstracts from the application.

Confidentiality is required at all times to protect the validity of the patent process. At no time will the contractor attempt to influence or direct a patentability determination. Contractor staff may not pursue bounties offered by private sector sources for identifying prior art. Acceptance of payments from outside sources for prior art search activities may result in dismissal.

Within this general task area, and according to the provisions of individual task orders, the contractor shall access on-line search services and other non-patent literature resources.

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 13 of 36
-----------------------	---------------------------------	-------------------------------	----------------------

These tasks include, but are not limited to:

C.4.1.1 Database and Bibliographic Search Support

The contractor shall be required to identify and select appropriate databases; have knowledge of the vendor's search commands and subject specific protocol (e.g., chemical structures, DNA sequence or classification schemes); maintain a collection of database materials and tools for reference purposes; be creative in developing, formulating, and executing electronic and printed search strategies; review and evaluate the search results to see if they meet the needs of the examiner's request and include annotations if needed.

Identify appropriate information sources using electronic and print reference tools (textbooks, abstracts, dictionaries, encyclopedias).

C.4.1.2 Search Result Support

The search results compiled from the search service shall be required to include the search query, search history, text or graphic results and abstracts. The results are accepted in either full-size, legible paper form, on a 3 1/2 floppy diskette, both paper and diskette, or via electronic mail (email), or from paper to electronic media, whichever is requested by the examiner.

C.4.1.3 Technical Support

The contractor shall be required to provide technical knowledge to the technology centers (Chemical, Electrical and Mechanical). Subject area expertise is pertinent for building a foundation of general strategies and search techniques and may be required for the overall needs of the examiners.

C.4.1.4 Non-USPTO Patent Community Support

The contractor shall contact individual, institutions, organizations, and libraries to research and obtain their ideas, creativity, suggestions and assistance in carrying out the provisions of this task.

C.4.2 Search Assistance

Under this task area the contractor shall be required to provide expert assistance, consultation, and instruction to USPTO's staff in their performance of prior art searching and use of automated tools. USPTO provides patent examiners access to commercial databases (CDB) and in-house Patent automated tools to support prior art searches of patent applications. The USPTO provides examiners with a growing number of related software applications (automated tools) to increase the efficiency of the examining process and to encourage thorough and uniform examining practices. Examples of currently used automation tools are included in Section C.6, Exhibit A.

The search assistant will identify the examiner's training needs related to automated tools use, helping the examiner to become a highly efficient user of online databases and automated tools. The effort to be accomplished includes providing to patent examiners advice and instruction as well as assistance with on-line searches and the effective use of automated tools. The amount of effort put into on-line database use and automated tools use may vary according to the needs of the technology center.

Contractor support of examiner use of automated tools and on-line databases for the search assistants will consist of, but is not limited to, the following as defined by individual task orders.

C.4.2.1 Instructional Support

Search assistants shall be required to identify training needs of USPTO staff and either provide the training or organize other training resources. Tasks may include, but are not limited to training on automated tools which are used for patent classification systems, commercial databases, prior art searches, and patent examination office actions. Section C.4.5 provides greater detail of consultation and education assistance support needs.

C.4.2.1.1 In-House and Commercial Databases

CDB training includes, but may not be limited to: STN, Dialog, and Questel/Orbit. Examples of In-House databases are also listed in Section C.6, Exhibit A. The contractor's personnel shall be required to keep their knowledge and skills of these databases current.

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 14 of 36
-----------------------	---------------------------------	-------------------------------	----------------------

C.4.2.1.2 Automated Tools

The contractor shall be required to use office automation tools such as OACS, a Microsoft Word based examination report writing application, word processing software, database spreadsheet software, communications software, and a variety of reference manuals and tools in electronic, hyperlinked versions of the Manual of Classification, Class Definitions, Manual of Patent Examining Practice and others. The contractor shall train their personnel in the efficient use of these automated tools and maintain a training program to ensure that employees assigned have the most up-to-date training.

C.4.2.2 Search Assistance Referral

Search assistance support shall be required to help the examiner recognize when it may be necessary or more effective to use Scientific Technical Information Center (STIC) expert assistance or to have STIC personnel perform the search.

C.4.2.3 Search Strategy Support

Search assistance support shall be required to be available within the technology centers to answer ad-hoc examiner search questions, to review commands and search techniques learned in class, to illustrate or demonstrate new search techniques or system enhancements, to critique and to suggest additional or alternative search strategies.

C.4.2.4 Course Material Support

Search assistance support shall be required to provide, within the technology center, material pertaining to the on-line searching and automated tools, distribute technical information to the USPTO staff and provide updates and training on vendor or USPTO created systems.

C.4.3 Information Resources Analysis

The contractor shall be required to, in coordination with USPTO staff, identify and analyze innovative information search tools and new sources of literature; prepare study reports; make recommendations regarding the appropriateness of tools and sources; and prepare descriptive and instructional materials. Support may be required to synthesize collection development research, to propose new ideas and potential strategies for collection development. Support is also needed to provide technology assessments of emerging technologies and assist in implementing system or process improvements. This support may require subject-area expertise and/or knowledge of customer needs. Tasks included in this area:

C.4.3.1 New Sources of Literature Support (including Collection Development)

The contractor shall be required to develop methods to analyze and identify appropriate new sources of literature, including primary, secondary and tertiary resources. These resources will include all types of media, including resources found via the Internet. Perform collection development activities including broadbased surveys of the literature, study reports and evaluative recommendations regarding sources and proposed USPTO actions.

C.4.3.2 Identifying Emerging Technologies and Non-USPTO Expertise

The contractor shall be required to provide planning and assessment support for USPTO processes and systems. This support will include technology, and information assessments, and the development of related assessment tools and methods. The assessments will involve the examination of current and emerging technologies for their effectiveness and potential to support USPTO operations and customer needs.

Support shall be required to identify and provide guidance in relationships with members of the non-USPTO community, including the international patent community, industry leaders, academic researchers, publishers, and others as appropriate. These relationships will support the USPTO's efforts through the solicitation of unique ideas and suggestions to improve current methods in order to assist in carrying out the work of the office. This may include preparation of white papers and briefings for a specific purpose.

C.4.3.3 System and Process Improvement Support

The contractor shall be required to provide planning and program management support needed to implement system or process improvements. This support may include the development and integration of functional requirements, information technology strategies and technical requirements for process and information system changes. It may involve the development of cost benefit analyses or functional economic analyses as support documents in a decision package.

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 15 of 36
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C.4.4 Facilities Management Operations

To perform high-quality, efficient, and timely patent examinations that are based on a comprehensive review of the relevant prior art, patent examiners must conduct searches of all appropriate non-patent literature materials as well as the prior patent art. The USPTO provides training in prior art search techniques as well as patent examination procedures. The STIC is responsible for providing many of the services and products that support examiner requirements for non-patent literature.

For the purposes of this procurement, facilities management is defined as specialized support that sustains the mission of the Office of the Commissioner for Patents. This support may be performed at multiple physical locations within the Washington, D.C. metropolitan area. Support may include the operation, maintenance, enhancement or improvement of functions, activities or processes, both manual and automated.

Tasks are to coordinate and operate facilities to provide information services and materials to customers. For example, technology center-specific electronic information centers are needed to assist in the acquisition, maintenance, and provision of access to collections of scientific and technical literature in print, microform, and electronic formats. Centers are expected to include specializations in such areas as computer science, biotechnology, chemical engineering, mechanical engineering, electronics, communication, e-commerce, and law. Within this general task area, and according to the provisions of individual task orders, the contractor shall plan, coordinate, and perform tasks related to operation and management of USPTO facilities (including information centers, libraries, and other centers with specialized functions). These tasks include, but are not limited to:

C.4.4.1 Library Support Services

Coordinate and operate USPTO facilities to provide information services and materials to customers. Work activities may include operation of electronic information centers, libraries and other specialized centers; reference assistance; collection organization and maintenance functions; circulation activities; assisting customers in use of collections and search tools in various formats; and preparing and distributing user guides and pamphlets. Various tasks in the area of technical services may be required and would include such projects as inventory control and database development using existing in-house software applications.

C.4.4.2 Literature Collections Management and Support

Develop methods, organize and maintain literature collections for search, access, and delivery to customers. Activities may include screening and identification; conversion into electronic formats (via image scanning, OCR, key boarding, etc.); web page creation; classifying; indexing, and cataloging or SGML tagging); collection inventory; shifting; barcoding; proposing, implementing and integrating automated systems and networks for database use by customers. Support for online public access catalogs would fall into this area.

C.4.4.3 Reference Fulfillment Support

Provide interlibrary loan, document retrieval, and delivery service(s) for references identified as prior art. Specified time frames and other requirements including set up, development, if needed, and maintenance of systems to track requests, collect data and meet other needs.

C.4.4.5 Facilities Evaluation and Analysis

Conduct analyses and evaluations related to facilities functions. Reports may involve cost-benefit studies, comparisons of alternative methods, and planning related to system components, administrative, statistical or other information and may cover monthly, quarterly, yearly, or other time periods depending on requirements of the reports.

C.4.4.6 Facilities Planning Support

Participate in facilities planning and design activities including development of layout proposals, space planning, guidelines for security of collections, equipment and systems, etc.

C.4.4.7 Information Dissemination Support

Perform activities required to document and disseminate information. Tasking to participate in or support information dissemination activities relating to activities of the contract may be required.

Award/Contract	Document# 50PAPT101019	Document Title IRFS	Page 16 of 36
-----------------------	----------------------------------	-------------------------------	----------------------

These efforts may involve activities such as seminars, conferences, documentation and briefings relating to USPTO systems, services and integration efforts.

C.4.4.8 Facilities Maintenance Support

Support shall be required to maintain and staff facilities. Staff shall be trained to perform the mandatory functions of the facilities, including the use of search strategies, tools, and procedures established for the facilities and the delivery of materials as needed. This support could involve one, some, or all of the areas defined above. The availability of staff on-site shall be required.

C.4.4.9 Facilities Management Support

Support shall be required to provide leadership for specific facilities, such as Electronic Information Centers. Contractors providing management support may function as facility team leaders, being responsible for the timely provision of search, document delivery and other services, for staff coverage, for briefing, outreach, and training efforts connected with the facility, and for marketing the facilities services.

C.4.5 Consulting and Educational Assistance Support

The contractor shall provide specialized consultation and educational support which may encompass any program or element related to USPTO processes, systems implementation and integration. Consulting and educational requirements may range from general orientation to in-depth training, dependent on the category or experience level of personnel, and will be based on specific consulting and training objectives identified in individual task orders.

Tasks may include but are not limited to: training support on the USPCS theory and newly developed systems, and on the IPC or related subject areas; management/team training support; assisting the USPTO training organizations; follow-up training and support services tailored to the needs of the customers.

Examples of follow-up consulting or training functions may include on-site training support to help newly trained staff with database commands, reinforce basic search techniques, and aid in the use of automated tools and on-line databases; provide support in using or developing art-specified search strategies and techniques; provide assistance in formulating queries and evaluating search results; and to help identify appropriate databases and tools for searching. Also within this general task area the contractor shall plan, coordinate, and perform tasks associated with administrative support. This may include but is not limited to services to provide logistical support in planning, scheduling, and conducting training; to check class room set ups; to ensure proper facilities, equipment, and the set-up or storage of training aids; to assist in preparation of class exercises and tests; and to prepare and distribute program announcements and maintain training databases.

Training development support may also be required to perform needs analysis; establish measurable training objectives and appropriate testing methods; design lesson plans and job aids; and conduct pilot programs, evaluate their effectiveness, and make revisions to training materials; and to evaluate training and provide feedback.

C.5 PERFORMANCE-BASED CONTRACTING IMPLEMENTATION

It is the policy of the USPTO to employ the use of performance-based contracting methods to the maximum extent practicable. In keeping with this policy, the USPTO reserves the right to modify the contract at any time during its performance to include performance-based principles.

Pursuant to USPTO policy on performance-based contracting, maximum cooperation by the contractor shall be required to implement and or convert the subject contract to include performance-based contracting methods. Such methods include but are not limited to: requirements, weighting relations, metrics, and incentives. The methods shall be agreed upon during the period of performance and prior to the commencement of each performance evaluation period.

C.6 EXHIBIT A

Examples of Automation Tools at the USPTO:

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 17 of 36
-----------------------	---------------------------------	-------------------------------	----------------------

- I. OACS (Office Action Correspondence Subsystem)
- II. EAST (Examiner Automated Search Tool)
- III. WEST (Web-Based Examiner Search Tool)
- IV. MPEP Insight (Manual of Patent Examining Procedures)
- V. Classification Insight
- VI. FPAS III (Foreign Patent Access System)

Examples of In-House and Commercial Database Sources at the USPTO:

- I. Dialog Corporation
- II. STN International
- III. Questel/Orbit
- IV. Lexis Nexis
- V. Westlaw

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 18 of 36
-----------------------	---------------------------------	-------------------------------	----------------------

SECTION D -- PACKAGING AND MARKING

D.1 DELIVERIES AND MARKING

All deliverables required under this contract shall be delivered in accordance with standard commercial practices and shall be marked with the Contract Number.

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 19 of 36
-----------------------	---------------------------------	-------------------------------	----------------------

SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 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):

www.arnet.gov

Clause	Title	Date
52.246-05	Inspection Of Services Cost-Reimbursement	April 1984

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 20 of 36
-----------------------	---------------------------------	-------------------------------	----------------------

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance for CLINs 0001 through 0008 is October 16, 2001 through October 15, 2002. The period of performance for CLIN 0009 is April 16, 2002 through October 15, 2002.

The period of performance for the option periods, if exercised, are as follows:

Period	Start Date	End Date
Option I	10/16/2002	10/15/2003
Option II	10/16/2003	10/15/2004
Option III	10/16/2004	10/15/2005
Option IV	10/16/2005	10/15/2006

F.2 PLACE OF PERFORMANCE

The work under this contract is to be primarily performed at the USPTO facilities in Crystal City, Virginia.

Please note: The USPTO has now signed a lease for the consolidation of 2 million square feet of office space. It is anticipated that the USPTO will relocate its employees from 18 separate buildings into a consolidated campus in Alexandria, VA in the early 2004 timeframe.

F.3 GOVERNMENT HOLIDAYS

The following legal holidays are observed by this Government agency. Holidays falling on Saturdays are observed on the Friday preceding the holiday, while those holidays falling on Sundays are observed on the Monday following the holiday.

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

The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, work shall 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 COTR will notify the Contractor when early release of Federal employees has been authorized.

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 21 of 36
-----------------------	---------------------------------	-------------------------------	----------------------

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 be the Government points of contact during the performance of the contract.

(1) Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government 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 or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to this contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

(2) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of this solicitation. 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.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make any changes, or approve any changes in the requirements of this contract, and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in 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 without authority and no adjustment will be made in the contract price to cover any increase in costs occurred as a result thereof.

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(a) The Contracting Officer hereby designates the individual named below as the Contracting Officer's Technical Representative:

NAME: Dawn Clarke
ADDRESS: U.S. Department of Commerce
Patent and Trademark Office
Scientific and Technical Information Center
Crystal Plaza 3, Suite 02/C/15
2021 South Clark Place
Arlington, VA 22202

PHONE NO.: (703) 308-3483

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 22 of 36
-----------------------	---------------------------------	-------------------------------	----------------------

(b) The COTR 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 COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

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

(1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR 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 COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for her by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.4 ELECTRONIC PAYMENT INFORMATION

The information required by the clause at FAR 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (see Section I), shall be forwarded by the Contractor to the below-designated office:

U.S. Patent and Trademark Office
Office of Finance, Box 17
Crystal Park One, Suite 802
2011 Crystal Drive
Arlington, VA 22202

If requested, a form will be provided to the Contractor for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims (see Section I), the Contractor shall forward that form to the assignee for completion.

G.5 INVOICING AND PAYMENT INSTRUCTIONS

(a) Invoices shall be submitted in an original and 2 copies to the following:

U.S. Patent and Trademark Office
Office of Finance, Box 17
Crystal Park One, Suite 802
2011 Crystal Drive
Arlington, VA 22202

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of Contractor, invoice number and invoice date.
- (2) Contract number and task order number.
- (3) Description, price, and quantity of services actually rendered.
- (4) Payment terms.
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) The following statement on the reverse side of the original of each invoice:

COTR'S CERTIFICATION

Award/Contract	Document 50PAPT16.019	Document Title IRFS	Page 23 of 36
-----------------------	---------------------------------	-------------------------------	----------------------

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

COTR Signature

Date

(b) If services are rejected for failure to conform to the contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25 - See Section I) will apply to the new acceptance of replacement services.

(c) Invoices shall be submitted monthly.

Award/Contract	Document	Document Title	Page 24 of 36
	50PAPT101019	IRFS	

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 ANTI-BOUNTY QUESTION PROVISION

The contractor agrees, in the performance of this contract, not to pursue bounties offered by private sector sources for identifying prior art. The contractor further agrees not to allow its employees to pursue bounties offered by private sector sources for identifying prior art and to take such reasonable measures as are necessary to restrict participation in the pursuit of bounties. Consequently, acceptance of payments from outside sources by the contractor or its employees performing services under this contract for prior art search activities may subject the contractor to termination of the contract. The contractor agrees to insert the substance of this clause in any employment agreement issued in the performance of this contract.

The contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the contractor determines or has reason to suspect a breach of this requirement.

H.2 ACCESS TO GOVERNMENT FACILITIES

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. 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.

H.3 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such manner as to state or imply that the services provided are endorsed or preferred by the Federal Government, it is considered by the Government to be superior to other 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.

H.4 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the PTO 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 that is the sole property of the PTO, 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 gained throughout contract performance whether title thereto vests in the PTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof, or data derivative therefrom, 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 consultants used by the Contractor.

H.5 INSURANCE COVERAGE

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

(a) **Workers Compensation and Employer's Liability.** The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 25 of 36
-----------------------	---------------------------------	-------------------------------	----------------------

\$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability.

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

(2) Property Damage liability insurance shall be required in the amount of \$10,000.

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

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

H.6 KEY PERSONNEL

(a) The Contractor shall assign to this contract the following key personnel:

Labor Category

Personnel

Program Manager

DOCUMENT REDACTED
EXEMPTION 4 FOIA
5 USC § 552(b)(4)
USPTO - Office of General Counsel

(b) 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 obtain the consent of the Contracting Officer prior to making Key Personnel substitutions. Replacements for Key Personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced specified.

(c) Requests for changes shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain 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. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

H.7 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 COTR, 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.8 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.

Award/Contract	Document# 50PAPT101019	Document Title IRFS	Page 26 of 36
-----------------------	----------------------------------	-------------------------------	----------------------

(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.

(b) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the 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.

(c) 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.9 SECRECY AND USAGE OF PATENT INFORMATION

(a) Patent applications are required by law (35 U.S.C. 122) to be kept in confidence. In addition pursuant to secrecy order provisions of 35 U.S.C. 181-188, work under this contract may affect national security. Information contained in any patent application file(s) are restricted to authorized Contractor personnel having a need to know.

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

(c) Patent documents or copies of information contained therein, patent applications and abandoned files, when furnished to the Contractor by the PTO, shall be handled in accordance with the provisions of:

- (1) 35 U.S.C. 122
- (2) 18 U.S.C. 207(1)
- (3) 37 U.S.C. 1.14
- (4) 35 U.S.C. 181-188

(d) All personnel employed in data preparation work on this contract, or otherwise having access to patent files or data or information concerning the same shall take the following oath, or affirmation, signed in writing:

"I do swear or affirm that I will preserve application for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under Contract 50-PAPT-1-10019 or any time thereafter, and that I take this obligation freely, and without any mental reservation or purpose of evasion."

(e) Each employee's signed oath, or affirmation, shall be retained in the Contractor's files, 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.

(g) The Contractor shall submit, for approval by the COTR, a plan for maintaining the confidentiality of patent documents and all information contained therein. The plan must adequately protect documents, film and all other communications and storage media during all phases of staging, filming, handling, processing, storage and quality control. This plan shall be submitted to the COTR thirty (30) calendar days after contract award.

(h) Duplication of confidential material by the Contractor is forbidden except as specified in this contract.

(i) The Contractor shall transport all documents, film and all other communications and storage media used in the performance of this contract between the Contractor's work site and the PTO. This includes pickup of work to be done from PTO offices and delivery of completed work to designated PTO offices.

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 27 of 36
-----------------------	---------------------------------	-------------------------------	----------------------

- (j) The Contractor shall be responsible for returning all Government Furnished Patent Document items to the Government upon termination of the contract in accordance with the Government-Furnished Data clause of this contract.
- (k) The Contractor shall insert the substance of this clause in each subcontract hereunder unless the Contracting Officer has waived this requirement, in writing, as to particular subcontracts or classes of subcontracts.

H.10 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.11 GOVERNMENT IDENTIFICATION/SUITABILITY INVESTIGATIONS

- (a) The Contractor shall obtain and wear Contractor identification passes. The Department of Commerce (DOC) security procedures require that an investigation be conducted on each Contractor employee before providing the passes.
- (b) All investigative processing request information and requests for employee passes shall be forwarded to the COTR. The COTR will make recommendations and forward the pass requests to USPTO's Security Office.
- (c) All background investigation reports will be processed by the USPTO Security Office upon receipt. Those employees whose backgrounds do not meet DOC and USPTO suitability requirements will not be allowed to work in USPTO facilities. The Contractor will be notified of the results of any additional security investigations. USPTO reserves the right to deny facility access to those personnel who receive unfavorable security reports. All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering USPTO/DOC facilities, shall abide by all security regulations of USPTO/DOC and shall be subject to security checks as may be deemed necessary. The Government reserves the right to direct the Contractor to remove from performance under this contract, any employee for misconduct or security reasons. Such action shall not excuse the Contractor from the responsible performance of all tasks under the contract.
- (d) The Security Manual and additional memos from the DOC Security Officer as well as USPTO security procedures shall apply to this contract and the Contractor's employees assigned under this contract. Copies of these documents may be obtained from the COTR.
- (e) This clause also applies to any subcontractors or consultants used by the Contractor.

H.12 SECTION 8(A) DIRECT AWARDS

- (a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the United States Patent and Trademark Office. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration
22 West 9th Avenue, #67
Anchorage, AK 99513-7559
(907) 271-4857

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 28 of 36
-----------------------	---------------------------------	-------------------------------	----------------------

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration function to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer or ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitation on Subcontracting.

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 29 of 36
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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 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):

www.amet.gov

Clause	Title	Date
52.202-01	Definitions	May 2001
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 1997
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	October 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	October 1997
52.215-12	Subcontractor Cost or Pricing Data	October 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	October 1997
52.215-15	Pension Adjustments and Asset Reversions	December 1998
52.215-17	Waiver of Facilities Capital Cost of Money	October 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	October 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	October 1997
52.216-07	Allowable Cost and Payment	March 2000
52.216-26	Payments Of Allowable Costs Before Definitization	March 2000
52.217-08	Option To Extend Services	November 1999
52.219-14	Limitations On Subcontracting	December 1996
52.222-03	Convict Labor	August 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	February 1999
52.222-35	Affirmative Action For Disabled Veterans and Veterans of the Vietnam Era	April 1998
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports On Disabled Veterans and Veterans of the Vietnam Era	January 1999
52.223-06	Drug Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	October 2000

Award/Contract	Document 50PAPTIC1019	Document Title IRFS	Page 30 of 36
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52.225-13	Restrictions on Certain Foreign Purchases	July 2000
52.227-14	Rights in Data--General	June 1987
52.228-07	Insurance--Liability To Third Persons	March 1996
52.232-17	Interest	June 1996
52.232-18	Availability Of Funds	April 1984
52.232-22	Limitation Of Funds	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	May 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	May 1999
52.233-01 Alt I	Disputes Alternate I	December 1991
52.233-03 Alt I	Protest After Award Alternate I	June 1985
52.237-02	Protection Of Government Buildings, Equipment, And Vegetation	April 1984
52.237-03	Continuity Of Services	January 1991
52.239-01	Privacy or Security Safeguards	August 1996
52.242-01	Notice of Intent to Disallow Costs	April 1984
52.242-03	Penalties for Unallowable Costs	May 2001
52.242-04	Certification of Final Indirect Costs	January 1997
52.242-13	Bankruptcy	July 1995
52.243-02 Alt I	Changes--Cost-Reimbursement Alternate I	April 1984
52.243-07	Notification Of Changes	April 1984
52.244-02	Subcontracts (Cost-Reimbursement and Letter Contracts)	August 1998
52.244-05	Competition In Subcontracting	December 1996
52.245-05	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	January 1986
52.245-19	Government Property Furnished "As Is"	April 1984
52.248-01	Value Engineering	February 2000
52.249-06	Termination (Cost Reimbursement)	September 1996
52.249-14	Excusable Delays	April 1984
52.251-01	Government Supply Sources	April 1984
52.253-01	Computer Generated Forms	January 1991
52.222-41	Service Contract Act Of 1965, As Amended	May 1989

I.2 52.222-02 PAYMENT FOR OVERTIME PREMIUMS

JULY 1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed zero (\$0) or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 31 of 36
-----------------------	---------------------------------	-------------------------------	----------------------

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES

OCTOBER 1997

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Contracting Officer (CO) within 30 days.
- (2) The Contractor shall also notify the CO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the CO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 52.216-23 EXECUTION AND COMMENCEMENT OF WORK

APRIL 1984

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than August 31, 2001. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

I.5 52.216-24 LIMITATION OF GOVERNMENT LIABILITY

APRIL 1984

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$90,000.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$90,000.

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 32 of 36
-----------------------	---------------------------------	-------------------------------	----------------------

I.6 52.216-25 CONTRACT DEFINITIZATION (SEE NOTE 1.)

OCTOBER 1997

(a) A Cost Plus Award Fee definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a cost-and-fee proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is:

	<u>Target Date</u>
Contractor's Proposal Due	September 15, 2001
Commencement of Negotiations	November 1, 2001
Contract Definitization	December 1, 2001

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

I.7 52.244-02 SUBCONTRACTS--ALTERNATE II
ALT II

AUGUST 1998

(a) Definitions. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 33 of 36
-----------------------	---------------------------------	-------------------------------	----------------------

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

N/A

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 34 of 36
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(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

I.8 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS

MAY 2001

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 35 of 36
-----------------------	---------------------------------	-------------------------------	----------------------

- (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

1.9 52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUARY 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: <http://www.arnet.gov/far/>

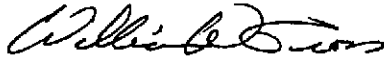
Award/Contract	Document 50PAPT101019	Document Title IRFS	Page 36 of 36
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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Description</u>
A	Award Fee Plan (TBD)
B	Department of Labor Wage Determination No. 94-2103, Rev 24

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor



William W. Gross
Director

Division of
Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 1994-2103

Revision No.: 24

Date of Last Revision: 05/31/2001

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince
William, Stafford

**** Fringe Benefits Required Follow the Occupational Listing ****

OCCUPATION TITLE

MINIMUM WAGE RATE

Administrative Support and Clerical Occupations

Accounting Clerk I	10.16
Accounting Clerk II	11.88
Accounting Clerk III	14.04
Accounting Clerk IV	16.37
Court Reporter	14.63
Dispatcher, Motor Vehicle	14.63
Document Preparation Clerk	11.29
Duplicating Machine Operator	11.29
Film/Tape Librarian	14.65
General Clerk I	10.62
General Clerk II	12.47
General Clerk III	13.93
General Clerk IV	17.04
Housing Referral Assistant	17.82
Key Entry Operator I	10.40
Key Entry Operator II	11.62
Messenger (Courier)	9.30
Order Clerk I	13.40
Order Clerk II	14.81
Personnel Assistant (Employment) I	13.05
Personnel Assistant (Employment) II	14.24
Personnel Assistant (Employment) III	16.42
Personnel Assistant (Employment) IV	19.60
Production Control Clerk	17.03
Rental Clerk	14.02
Scheduler, Maintenance	14.02
Secretary I	14.02
Secretary II	15.35
Secretary III	17.82
Secretary IV	19.57

Secretary V	22.79
Service Order Dispatcher	12.76
Stenographer I	14.68
Stenographer II	16.47
Supply Technician	19.57
Survey Worker (Interviewer)	14.63
Switchboard Operator-Receptionist	10.96
Test Examiner	15.35
Test Proctor	15.35
Travel Clerk I	10.57
Travel Clerk II	11.35
Travel Clerk III	12.19
Word Processor I	10.96
Word Processor II	13.21
Word Processor III	15.47

Automatic Data Processing Occupations

Computer Data Librarian	11.34
Computer Operator I	12.18
Computer Operator II	14.35
Computer Operator III	17.03
Computer Operator IV	17.34
Computer Operator V	21.01
Computer Programmer I (1)	19.64
Computer Programmer II (1)	23.05
Computer Programmer III (1)	26.99
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	24.54
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.21

Automotive Service Occupations

Automotive Body Repairer, Fiberglass	20.10
Automotive Glass Installer	17.03
Automotive Worker	17.03
Electrician, Automotive	18.05
Mobile Equipment Servicer	14.94
Motor Equipment Metal Mechanic	19.03
Motor Equipment Metal Worker	17.03
Motor Vehicle Mechanic	19.11
Motor Vehicle Mechanic Helper	16.01
Motor Vehicle Upholstery Worker	17.03
Motor Vehicle Wrecker	17.03
Painter, Automotive	18.05
Radiator Repair Specialist	17.03
Tire Repairer	14.43
Transmission Repair Specialist	19.03

Food Preparation and Service Occupations

Baker	11.87
Cook I	10.41
Cook II	11.87
Dishwasher	8.60
Food Service Worker	9.01
Meat Cutter	15.30
Waiter/Waitress	8.17

Furniture Maintenance and Repair Occupations

Electrostatic Spray Painter	18.05
Furniture Handler	12.55
Furniture Refinisher	18.05
Furniture Refinisher Helper	13.85
Furniture Repairer, Minor	16.01
Upholsterer	18.05

General Services and Support Occupations

Cleaner, Vehicles	9.44
Elevator Operator	9.15
Gardener	12.98
House Keeping Aid I	8.79
House Keeping Aid II	9.04
Janitor	9.01
Laborer, Grounds Maintenance	10.19
Maid or Houseman	8.71
Pest Controller	11.85
Refuse Collector	9.89
Tractor Operator	12.73
Window Cleaner	9.82

Health Occupations

Dental Assistant	13.82
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95
Licensed Practical Nurse I	14.11
Licensed Practical Nurse II	15.84
Licensed Practical Nurse III	17.73
Medical Assistant	11.76
Medical Laboratory Technician	12.66
Medical Record Clerk	12.56
Medical Record Technician	13.15
Nursing Assistant I	7.69
Nursing Assistant II	8.65
Nursing Assistant III	10.85
Nursing Assistant IV	12.18
Pharmacy Technician	11.84
Phlebotomist	10.19
Registered Nurse I	20.49

Registered Nurse II	22.80
Registered Nurse II, Specialist	22.80
Registered Nurse III	29.44
Registered Nurse III, Anesthetist	29.44
Registered Nurse IV	35.28

Information and Arts Occupations

Audiovisual Librarian	18.95
Exhibits Specialist I	16.38
Exhibits Specialist II	20.48
Exhibits Specialist III	25.21
Illustrator I	16.21
Illustrator II	20.27
Illustrator III	24.95
Librarian	22.33
Library Technician	15.03
Photographer I	13.93
Photographer II	15.64
Photographer III	19.56
Photographer IV	24.08
Photographer V	26.50

Laundry, Dry Cleaning, Pressing and Related Occupations

Assembler	7.97
Counter Attendant	7.97
Dry Cleaner	8.94
Finisher, Flatwork, Machine	7.97
Presser, Hand	7.97
Presser, Machine, Drycleaning	7.97
Presser, Machine, Shirts	7.97
Presser, Machine, Wearing Apparel, Laundry	7.97
Sewing Machine Operator	9.66
Tailor	11.67
Washer, Machine	8.74

Machine Tool Operation and Repair Occupations

Machine-Tool Operator (Toolroom)	18.05
Tool and Die Maker	21.95

Material Handling and Packing Occupations

Forklift Operator	14.58
Fuel Distribution System Operator	17.62
Material Coordinator	16.82
Material Expediter	16.82
Material Handling Laborer	10.45
Order Filler	13.21
Production Line Worker (Food Processing)	11.64
Shipping Packer	12.21
Shipping/Receiving Clerk	13.09

Stock Clerk (Shelf Stocker; Store Worker II)	12.32
Store Worker I	8.71
Tools and Parts Attendant	16.99
Warehouse Specialist	15.01

Mechanics and Maintenance and Repair Occupations

Aircraft Mechanic	19.95
Aircraft Mechanic Helper	14.51
Aircraft Quality Control Inspector	21.01
Aircraft Servicer	16.78
Aircraft Worker	17.84
Appliance Mechanic	18.05
Bicycle Repairer	14.43
Cable Splicer	19.03
Carpenter, Maintenance	18.05
Carpet Layer	17.44
Electrician, Maintenance	21.14
Electronics Technician, Maintenance I	16.08
Electronics Technician, Maintenance II	20.88
Electronics Technician, Maintenance III	22.73
Fabric Worker	15.76
Fire Alarm System Mechanic	19.03
Fire Extinguisher Repairer	14.94
Fuel Distribution System Mechanic	19.03
General Maintenance Worker	16.46
Heating, Refrigeration and Air Conditioning Mechanic	19.03
Heavy Equipment Mechanic	19.03
Heavy Equipment Operator	19.31
Instrument Mechanic	19.03
Laborer	10.13
Locksmith	18.05
Machinery Maintenance Mechanic	20.51
Machinist, Maintenance	21.52
Maintenance Trades Helper	13.85
Millwright	19.03
Office Appliance Repairer	18.05
Painter, Aircraft	20.76
Painter, Maintenance	18.05
Pipefitter, Maintenance	18.39
Plumber, Maintenance	18.05
Pneudraulic Systems Mechanic	19.03
Rigger	19.03
Scale Mechanic	17.03
Sheet-Metal Worker, Maintenance	19.03
Small Engine Mechanic	20.05
Telecommunication Mechanic I	19.03
Telecommunication Mechanic II	20.05
Telephone Lineman	19.03
Welder, Combination, Maintenance	19.03

Well Driller	19.03
Woodcraft Worker	19.03
Woodworker	15.32

Miscellaneous Occupations

Animal Caretaker	8.92
Carnival Equipment Operator	11.11
Carnival Equipment Repairer	11.97
Carnival Worker	7.48
Cashier	7.75
Desk Clerk	9.78
Embalmer	19.04
Lifeguard	9.23
Mortician	21.63
Park Attendant (Aide)	11.59
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.03
Recreation Specialist	15.94
Recycling Worker	12.78
Sales Clerk	9.13
School Crossing Guard (Crosswalk Attendant)	9.89
Sport Official	10.22
Survey Party Chief (Chief of Party)	13.56
Surveying Aide	8.43
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.89
Swimming Pool Operator	12.01
Vending Machine Attendant	9.79
Vending Machine Repairer	12.04
Vending Machine Repairer Helper	9.79

Personal Needs Occupations

Child Care Attendant	10.34
Child Care Center Clerk	14.42
Chore Aid	7.93
Homemaker	14.95

Plant and System Operation Occupations

Boiler Tender	19.65
Sewage Plant Operator	18.05
Stationary Engineer	19.03
Ventilation Equipment Tender	13.85
Water Treatment Plant Operator	18.05

Protective Service Occupations

Alarm Monitor	14.07
Corrections Officer	17.69
Court Security Officer	18.29
Detention Officer	18.29
Firefighter	18.84
Guard I	9.23

Guard II	12.16
Police Officer	20.49

Stevedoring/Longshoremen Occupations

Blocker and Bracer	16.46
Hatch Tender	14.31
Line Handler	14.31
Stevedore I	15.47
Stevedore II	17.45

Technical Occupations

Air Traffic Control Specialist, Center (2)	27.64
Air Traffic Control Specialist, Station (2)	19.06
Air Traffic Control Specialist, Terminal (2)	20.99
Archeological Technician I	14.11
Archeological Technician II	15.78
Archeological Technician III	19.56
Cartographic Technician	22.73
Civil Engineering Technician	19.56
Computer Based Training (CBT) Specialist/ Instructor	21.76
Drafter I	11.84
Drafter II	14.82
Drafter III	16.64
Drafter IV	20.81
Engineering Technician I	14.49
Engineering Technician II	16.82
Engineering Technician III	20.22
Engineering Technician IV	23.20
Engineering Technician V	28.37
Engineering Technician VI	34.33
Environmental Technician	18.91
Flight Simulator/Instructor (Pilot)	27.76
Graphic Artist	18.56
Instructor	21.90
Laboratory Technician	15.13
Mathematical Technician	21.91
Paralegal/Legal Assistant I	16.71
Paralegal/Legal Assistant II	21.31
Paralegal/Legal Assistant III	26.07
Paralegal/Legal Assistant IV	31.54
Photooptics Technician	21.06
Technical Writer	22.89
Unexploded (UXO) Safety Escort	17.56
Unexploded (UXO) Sweep Personnel	17.56
Unexploded Ordnance (UXO) Technician I	17.56
Unexploded Ordnance (UXO) Technician II	21.25
Unexploded Ordnance (UXO) Technician III	25.47
Weather Observer, Combined Upper Air and Surface Programs (3)	15.13
Weather Observer, Senior (3)	17.62

Weather Observer, Upper Air (3)

15.13

Transportation/ Mobile Equipment Operation Occupations

Bus Driver	13.72
Parking and Lot Attendant	8.62
Shuttle Bus Driver	11.76
Taxi Driver	10.01
Truckdriver, Heavy Truck	17.52
Truckdriver, Light Truck	11.78
Truckdriver, Medium Truck	14.97
Truckdriver, Tractor-Trailer	17.52

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance,

explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.