

2. CONTRACT (Proc. inst. ident.) NO. 50PAPT101022		3. EFFECTIVE DATE 7/29/01		4. POSITION/PURCHASE REQUEST PROJECT NO. PROC0100233	
5. ISSUED BY Office of Procurement U.S. Patent and Trademark Office 1 Crystal Drive, Suite 810 Arlington, VA 22202		6. ADMINISTERED BY (If other than Item 5) CODE			

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Chugach Systems Integration 450 E. 34th Avenue Suite 200 Anchorage, AK 99502		8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT 10 days % 20 days % 30 days % 30 days %	

10. SUBMIT INVOICES (4 Copies unless other - wise specified) To THE ADDRESS SHOWN IN:	ITEM 12
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11. SHIP TO/MARK FOR CODE No Shipping Information	12. PAYMENT WILL BE MADE BY CODE Office of Finance - U.S. Patent & Trademark Office 2011 Crystal Drive, Suite 802 Arlington, VA 22202-
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input checked="" type="checkbox"/> 41 U.S.C. 253(c) (5)	14. ACCOUNTING AND APPROPRIATION DATA - A -
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE LINE ITEM DETAIL				

15G. TOTAL AMOUNT OF CONTRACT	0.00
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16. TABLE OF CONTENTS							
()	SEC	DESCRIPTION	PAGE(S)	()	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION CONTRACT FORM		X	I	CONTRACT CLAUSES	
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	LIST OF ATTACHMENTS	
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			INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA			EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS		M			

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.	
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19. NAME AND TITLE OF SIGNER (Type or print) Dwaine M. Cole, CSI, LLC Admin Officer		20A. NAME OF CONTRACTING OFFICER Page Etzel	
19B. NAME OF CONTRACTOR By Geraldine M. Cole (Signature of person authorized to sign)	19C. DATE SIGNED 8/1/01	20B. UNITED STATES OF AMERICA By [Signature] (Signature of Contracting Officer)	20C. DATE SIGNED 8/1/01

Line Item Summary

Document Number
50PAPT101022

Title
52PAPT101022

Page
2 of 43

Total Funding: \$0.00

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

Line Item Number	Description	(Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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Total Cost: \$0.00

Contract Level Funding Summary	Document Number 50PAPT101022	Title 52PAPT101022	Page 3 of 43
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Reference Requisition: PROC0100233

Total Funding: \$0.00

Award/Contract	Document No. 50PAPT101022	Document Title 52PAPT101022	Page 4 of 43
-----------------------	-------------------------------------	---------------------------------------	---------------------

TABLE OF CONTENTS

SECTION B -- Supplies or Services and Prices	5
B.1 B - SUPPLIES OR SERVICES AND PRICES	5
SECTION C -- Descriptions and Specifications	15
C.1 C - DESCRIPTION AND SPECIFICATIONS	15
SECTION D -- Packaging and Marking	21
D.1 D - PACKAGING AND MARKING	21
SECTION E -- Inspection and Acceptance	22
E.1 Inspection Of Services- Fixed Price	22
SECTION F -- Deliveries or Performance	23
F.1 Clauses By Reference	23
F.2 F.O.B. Destination	23
SECTION G -- Contract Administration Data	25
G.1 CONTRACT ADMINISTRATION DATA	25
SECTION H -- Special Contract Requirements	28
H.1 SPECIAL CONTRACT REQUIREMENTS	28
SECTION I -- Contract Clauses	32
I.1 Clauses By Reference	32
I.2 Approval of Contract	33
I.3 Ordering	33
I.4 Order Limitations	33
I.5 Option To Extend Services	34
I.6 Option To Extend The Term Of The Contract	34
I.7 Service Contract Act Of 1965, As Amended	35
I.8 Statement Of Equivalent Rates For Federal	40
I.9 Toxic Chemical Release Reporting	40
I.10 Clauses Incorporated By Reference	41
SECTION J -- List of Documents, Exhibits and Other Attachments	43
J.1 J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	43

Award/Contract	Document No. 50PAPT101022	Document Title 52PAPT101022	Page 5 of 43
-----------------------	-------------------------------------	---------------------------------------	---------------------

SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 B - SUPPLIES OR SERVICES AND PRICES

B.1 SUPPLIES OR SERVICES

The contractor shall provide management, operational, and analytical support to the US Patent and Trademark Office.

B.2 SCHEDULE OF PRICES - BASIC CONTRACT PERIOD, JULY 29, 2001 THRU JULY 28, 2002

				HOURLY RATE
CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE \$/HOUR

REGULAR TIME:

0001	PROJECT MANAGER	1	2080	\$94.11
0002	DATA ENTRY CLERK	1	20800	\$28.12
0003	CLERK I	1	10400	\$22.23
0004	CLERK II	1	52000	\$25.14
0005	CLERK III	1	31200	\$28.34
0006	PROGRAM ANALYST I	1	72800	\$35.51
0007	PROGRAM ANALYST II	1	20800	\$42.09
0008	PROGRAM ANALYST III	1	4160	\$56.28

*NIGHT SHIFT:

0009	DATA ENTRY CLERK	1	16640	\$30.38
0010	CLERK II	1	20800	\$27.11
0011	CLERK III	1	4160	\$30.67

Award/Contract	Document No.	Document Title	Page 6 of 43
	50PAPT101022	52PAPT101022	

2 SCHEDULE OF PRICES - BASIC CONTRACT PERIOD, JULY 29, 2001 THRU JULY 28, 2002 (CONT'D)

HOURLY RATE

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE \$/HOUR
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***OVERTIME:**

0012 PROJECT MANAGER

0013	DATA ENTRY CLERK	1	2080	\$28.73 (DAYTIME) \$31.60 (NIGHT)
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0014	CLERK I	1	1040	\$21.26 (DAYTIME) \$23.39 (NIGHT)
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0015	CLERK II	1	5200	\$24.96 (DAYTIME) \$27.46 (NIGHT)
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6	CLERK III	1	3120	\$29.03 (DAYTIME) \$31.93 (NIGHT)
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0017	PROGRAM ANALYST I	1	7280	\$24.54
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0018	PROGRAM ANALYST II	1	2080	\$29.91
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0019	PROGRAM ANALYST III	1	416	\$41.47
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***NOTE: NIGHT SHIFT AND OVERTIME CLINs WILL BE EXERCISED AT THE OPTION AT THE GOVERNMENT.**

Award/Contract	Document No. 50PAPT101022	Document Title 52PAPT101022	Page 7 of 43
-----------------------	-------------------------------------	---------------------------------------	---------------------

SCHEDULE OF PRICES - OPTION YEAR ONE (1), JULY 29, 2002 THRU JULY 28, 2003

CLIN	LABOR CATEGORY	MIN	MAX	HOURLY RATE RATE \$/HOUR
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REGULAR TIME:

0020	PROJECT MANAGER	1	2080	\$98.35
0021	DATA ENTRY CLERK	1	22880	\$29.89
0022	CLERK I	1	20800	\$23.73
0023	CLERK II	1	62400	\$26.77
0024	CLERK III	1	41600	\$30.12
0025	PROGRAM ANALYST I	1	83200	\$37.76
0026	PROGRAM ANALYST II	1	31200	\$44.66
0027	PROGRAM ANALYST III	1	10400	\$59.55

***NIGHT SHIFT:**

0028	DATA ENTRY CLERK	1	20800	\$32.35
0029	CLERK II	1	24960	\$28.83
0030	CLERK III	1	8320	\$32.55

***OVERTIME:**

0031	PROJECT MANAGER			
0032	DATA ENTRY CLERK	1	2288	\$28.78(DAYTIME) \$31.65 (NIGHT)
0033	CLERK I	1	2080	\$21.30 (DAYTIME) \$23.43 (NIGHT)
0034	CLERK II	1	6240	\$25.01 (DAYTIME) \$27.51 (NIGHT)

Award/Contract	Document No.	Document Title	Page 8 of 43
	50PAPT101022	52PAPT101022	

3 SCHEDULE OF PRICES - OPTION YEAR ONE (1), JULY 29, 2002 THRU JULY 28, 2003 (CONT'D)

				HOURLY RATE
CLIN	LABOR CATEGORY	MIN	MAX	RATE \$/HOUR
0035	CLERK III	1	4160	\$29.08 (DAYTIME) \$31.99(NIGHT)
0036	PROGRAM ANALYST I	1	8320	\$28.67
0037	PROGRAM ANALYST II	1	3120	\$34.94
0038	PROGRAM ANALYST III	1	1040	\$48.43

*NOTE: NIGHT SHIFT AND OVERTIME CLINs WILL BE EXERCISED AT THE OPTION AT THE GOVERNMENT.

Award/Contract	Document No. 50PAPT101022	Document Title 52PAPT101022	Page 9 of 43
-----------------------	-------------------------------------	---------------------------------------	---------------------

4 SCHEDULE OF PRICES - OPTION YEAR TWO (2), JULY 29, 2003 THRU JULY 28, 2004

CLIN	LABOR CATEGORY	MIN	MAX	HOURLY RATE RATE \$/HOUR
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REGULAR TIME:

0039	PROJECT MANAGER	1	2080	\$103.03
0040	DATA ENTRY CLERK	1	24960	\$ 30.66
0041	CLERK I	1	24960	\$24.49
0042	CLERK II	1	72800	\$27.53
0043	CLERK III	1	52000	\$30.89
14	PROGRAM ANALYST I	1	93600	\$39.80
0045	PROGRAM ANALYST II	1	41600	\$47.00
0046	PROGRAM ANALYST III	1	16640	\$62.52

***NIGHT SHIFT:**

0047	DATA ENTRY CLERK	1	24960	\$33.03
0048	CLERK II	1	29120	\$29.60
0049	CLERK III	1	10400	\$33.33

***OVERTIME:**

0050	PROJECT MANAGER			
0051	DATA ENTRY CLERK	1	2496	\$28.82(DAYTIME) \$31.71(NIGHT)
0052	CLERK I	1	2496	\$21.33 (DAYTIME) \$23.46 (NIGHT)
0053	CLERK II	1	7280	\$25.05 (DAYTIME) \$27.55 (NIGHT)

Award/Contract	Document No. 50PAPT101022	Document Title 52PAPT101022	Page 10 of 43
-----------------------	-------------------------------------	---------------------------------------	----------------------

R.4 SCHEDULE OF PRICES - OPTION YEAR TWO (2), JULY 29, 2003 THRU JULY 28, 2004 (CONT'D)

				HOURLY RATE
CLIN	LABOR CATEGORY	MIN	MAX	RATE \$/HOUR
0054	CLERK III	1	5200	\$29.12 (DAYTIME) \$32.04 (NIGHT)
0055	PROGRAM ANALYST I	1	9360	\$29.86
0056	PROGRAM ANALYST II	1	4160	\$36.39
0057	PROGRAM ANALYST III	1	1664	\$50.45

*NOTE: NIGHT SHIFT AND OVERTIME CLINs WILL BE EXERCISED AT THE OPTION AT THE GOVERNMENT.

Award/Contract	Document No.	Document Title	Page 11 of 43
	50PAPT101022	52PAPT101022	

B.5 SCHEDULE OF PRICES - OPTION YEAR THREE (3), JULY 29, 2004 THRU JULY 28, 2005

				HOURLY RATE
CLIN	LABOR CATEGORY	MIN	MAX	RATE \$/HOUR
REGULAR TIME:				
0058	PROJECT MANAGER	1	2080	\$108.21
0059	DATA ENTRY CLERK	1	27040	\$31.69
0060	CLERK I	1	31200	\$25.49
0061	CLERK II	1	83200	\$28.55
52	CLERK III	1	62400	\$31.92
0063	PROGRAM ANALYST I	1	104000	\$42.21
0064	PROGRAM ANALYST II	1	52000	\$49.72
0065	PROGRAM ANALYST III	1	20800	\$65.94
*NIGHT SHIFT:				
0066	DATA ENTRY CLERK	1	24960	\$34.07
0067	CLERK II	1	31200	\$30.83
0068	CLERK III	1	10400	\$34.37
*OVERTIME:				
0069	PROJECT MANAGER			
0070	DATA ENTRY CLERK	1	2704	\$28.87 (DAYTIME) \$31.76 (NIGHT)
0071	CLERK I	1	3120	\$21.37 (DAYTIME) \$23.51 (NIGHT)

Award/Contract	Document No. 50PAPT101022	Document Title 52PAPT101022	Page 12 of 43
-----------------------	-------------------------------------	---------------------------------------	----------------------

B.5 SCHEDULE OF PRICES - OPTION YEAR THREE (3), JULY 29, 2004 THRU JULY 28, 2005 (CONT'D)

HOURLY RATE

CLIN	LABOR CATEGORY	MIN	MAX	RATE \$/HOUR
0072	CLERK II	1	8320	\$25.09 (DAYTIME) \$27.35 (NIGHT)
0073	CLERK III	1	6240	\$29.18 (DAYTIME) \$32.09 (NIGHT)
0074	PROGRAM ANALYST I	1	10400	\$31.11
0075	PROGRAM ANALYST II	1	5200	\$37.90
0076	PROGRAM ANALYST III	1	2080	\$52.55

NOTE: NIGHT SHIFT AND OVERTIME CLINs WILL BE EXERCISED AT THE OPTION AT THE GOVERNMENT.

Award/Contract	Document No.	Document Title	Page 13 of 43
	50PAPT101022	52PAPT101022	

4.6 SCHEDULE OF PRICES - OPTION YEAR FOUR (4), JULY 29, 2005 THRU JULY 28, 2006

HOURLY RATE

CLIN	LABOR CATEGORY	MIN	MAX	RATE \$/HOUR
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REGULAR TIME:

0077	PROJECT MANAGER	1	2080	\$113.25
0078	DATA ENTRY CLERK	1	29120	\$ 32.85
0079	CLERK I	1	31200	\$26.62
0080	CLERK II	1	83200	\$29.69
0081	CLERK III	1	62400	\$33.08
0082	PROGRAM ANALYST I	1	104000	\$44.79
0083	PROGRAM ANALYST II	1	52000	\$52.66
0084	PROGRAM ANALYST III	1	20800	\$69.62

***NIGHT SHIFT:**

0085	DATA ENTRY CLERK	1	24960	\$35.24
0086	CLERK II	1	31200	\$31.78
0087	CLERK III	1	10400	\$35.54

***OVERTIME:**

0088	PROJECT MANAGER			
0089	DATA ENTRY CLERK	1	2912	\$28.93 (DAYTIME) \$31.82 (NIGHT)
0090	CLERK I	1	3120	\$21.41 (DAYTIME) \$23.55 (NIGHT)

Award/Contract	Document No. 50PAPT101022	Document Title 52PAPT101022	Page 14 of 43
-----------------------	-------------------------------------	---------------------------------------	----------------------

.6 SCHEDULE OF PRICES - OPTION YEAR FOUR (4), JULY 29, 2005 THRU JULY 28, 2006 (CONT'D)

CLIN	LABOR CATEGORY	MIN	MAX	HOURLY RATE
				RATE \$/HOUR
0091	CLERK II	1	8320	\$25.14 (DAYTIME) \$27.65 (NIGHT)
0092	CLERK III	1	6240	\$29.23 (DAYTIME) \$32.15 (NIGHT)
0093	PROGRAM ANALYST I	1	10400	\$32.40
0094	PROGRAM ANALYST II	1	5200	\$39.49
0095	PROGRAM ANALYST III	1	2080	\$54.75

*NOTE: NIGHT SHIFT AND OVERTIME CLINs WILL BE EXERCISED AT THE OPTION AT THE GOVERNMENT.

Award/Contract	Document No.	Document Title	Page 15 of 43
	50PAPT101022	52PAPT101022	

SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 C - DESCRIPTION AND SPECIFICATIONS

SECTION C - DESCRIPTION/STATEMENT OF WORK/SPECIFICATIONS

C.2 INTRODUCTION

The contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the following Statement of Work.

C.3 OBJECTIVE

The objective of this Statement of Work (SOW) is to provide administrative support, operational services support, technical assistance support, and other support as required by the Patent and Trademark Office (PTO). The types of contractor services required may include but are not limited to the following:

- Program Management, Planning, and Analysis
- Operational Assistance and Administrative Support
- Information Searching and Dissemination.

C.4 CONTRACT MANAGEMENT

The Contractor is required to provide appropriate management of this contract and its associated work including assigning a Project Manager. The name of the proposed Project Manager and his/her education, work experience, and any pertinent background information must be provided to the COTR prior to the final designation of a Project Manager. PTO reserves the right to object to a proposed or existing Project Manager if that individual does not have the requisite skills to fulfill the government's requirements.

(b) The Project Manager must be located in an area immediately contiguous to the PTO (currently Crystal City, VA). The Government reserves the right to require the Project Manager to be housed in PTO space if such space is made available and its use is determined to be advantageous to the Government.

(c) The Project Manager should be authorized to prepare and deliver work plans required in response to delivery orders issued by the PTO, to negotiate and execute delivery orders, to provide data and information to the Government as required, to perform all necessary hiring and firing activities in support of this contract, to develop and execute the appropriate Quality Management Plans, and to take any and all other actions required to ensure the timely and cost effective accomplishment of work.

(d) The Project Manager is required to monitor performance under the contract and promptly provide the Government with information on problems identified and a plan for resolving all such problems. Both oral and written notice of all problems that affect or potentially affect the contract, deliverables, and/or schedules must be provided to the CO and the COTR. Written notice should be provided within 24 hours of any verbal notice.

(e) As required by the Government, the contractor will provide information and/or data needed to assist the PTO in responding to inquiries, questions, reviews, inspections, audits, and/or investigations being conducted in the PTO.

C.5 TASK AREA ONE: PROGRAM MANAGEMENT, PLANNING, AND ANALYSIS

(a) The contractor will provide highly skilled program management support to assist the cost center in managing a variety of short- and long-term projects. Within this general task area and according to the provisions of individual delivery orders, the contractor will plan, coordinate, and perform tasks such as

Award/Contract	Document No.	Document Title	Page 16 of 43
	50PAPT101022	52PAPT101022	

- developing program plans and project schedules and monitoring progress toward goal achievement;
- conducting needs assessments, analyzing user needs, and developing functional requirements;
- conducting feasibility studies and/or cost/benefit analysis;
- studying defined problems and producing written reports containing findings and recommendations;
- performing workflow analysis, conducting productivity studies, and benchmarking best practices;
- performing statistical analysis to support policy development and goal setting;
- developing project tracking processes and related reporting requirements.

C.6 TASK AREA TWO: OPERATIONAL ASSISTANCE AND ADMINISTRATIVE SUPPORT

(a) PTO has various individual operations that provide a wide range of services to both internal and external customers. This task area is intended to provide for contractor assistance in providing operational services and administrative support. Within this general task area and according to the provisions of individual delivery orders, the contractor will plan, coordinate, and perform tasks such as

- providing customer service in support of operations such as in a library or a Tech Center customer support center;
- processing materials for printing and/or microfilming;
- performing technical writing and developing documentation;
- establishing and maintaining files and/or file rooms;
- processing application papers or other incoming documents;
- performing data entry;
- providing day-to-day office management support;
- providing petition processing support such as initially screening petition requests, drafting proposed responses, tracking petitions, and responding to status inquiries;
- providing operational and administrative support for ongoing operations.

C.7 TASK AREA THREE: INFORMATION RETRIEVAL AND DISSEMINATION

(a) The contractor will provide highly-skilled personnel to assist in a variety of information retrieval and dissemination activities in support of PTO's mission. Within this general task area and according to the provisions of individual delivery orders, the contractor will plan, coordinate, and perform tasks such as

- analyzing applications in order to develop the most efficient and effective search strategies;
- conducting electronic searches of technical databases in order to identify and locate pertinent prior art;
- developing draft search reports for US and international applications;
- providing to examiners training and other support for electronic searching including developing and presenting training and materials as required;
- providing support to the PGPub effort;
- assigning classification codes to individual documents, applications, or other materials;
- developing classification schedules or other means of categorizing prior art and associated documentation.

Regulatory Compliance

The PTO will require the Contractor to deliver written and oral responses to assist the PTO in responding to inquiries, questions, reviews, inspections, audits, and/or investigations being conducted by oversight organizations such as the Department of Commerce, General Services Administration, General Accounting Office, Office of Management and Budget, U.S. Congress, and U.S. and international patent organizations.

C.8 Technical Data Rights

The PTO will own all technical data rights to all documents, software, and other material the Contractor develops under this contract.

Award/Contract	Document No.	Document Title	Page 17 of 43
	50PAPT101022	52PAPT101022	

Centralized Program Support

The PTO will require the Contractor to provide general support for the program or for assigned tasks. This encompasses administrative, clerical, technical editing, document preparation, and related functions.

C.10 PERSONNEL QUALIFICATIONS

The contractor shall take active management actions to maintain a stable, trained work force. High turnover will negatively affect the contractor's performance. The contractor shall describe plans for achieving this objective and provide project descriptions that have demonstrated the ability to prevent turnover.

Personnel assigned to perform the services defined in Section C.11 below shall be required to possess a diverse set of skills. The following is a set of positions (skill categories) which the Contractor is expected to provide. All personnel performing on this contract shall meet the minimum qualifications for the specified contract category described herein.

C.11 LABOR CATEGORIES

C.11.1 Data Entry Clerk

U.S. Department of Labor Class: Key Entry Operator

Duties: Operates a keyboard-controlled data entry device to transcribe data into a format suitable for computer processing. Work requires skill in operating an alphanumeric keyboard and an understanding of transcribing procedures and relevant data entry equipment.

Work is routine and repetitive. Under close supervision or following specific procedures or detailed instructions, works from various standardized source documents that have been coded and require almost no selecting, coding or interpreting of data to be entered. Problems arising from incorrect items, codes, or missing information are referred to supervisor.

Qualifications: One year of related experience is required.

Formal Education: A high school degree is required.

C.11.2 File Clerk (General)

U.S. Department of Labor Class: File Clerk (General)

Duties: Uses some subject-matter knowledge and judgment to complete assignments consisting of numerous steps that vary in nature and sequence; selects from alternative methods and refers problems not solvable by adapting or interpreting substantive guides, manuals, or procedures.

Typical duties include: assisting in a variety of administrative matters; maintaining a wide variety of financial or other records; verifying statistical reports for accuracy and completeness; and handling and adjusting complaints. Position requires workers to use a thorough knowledge of an office's work and routine to: 1) choose between widely varying methods and procedures to process complex transactions; and 2) select or devise steps necessary to complete assignments.

Qualifications: A minimum of one (1) year of related experience is required.

Formal Education: A high school degree is required.

Award/Contract	Document No.	Document Title	Page 18 of 43
	50PAPT101022	52PAPT101022	

C.11.3 Program Analyst I

U.S. Department of Labor Class: not applicable

Duties: Applies management analysis and evaluation techniques to manual and automated processes within a defined area of capability. Develop recommendations for improvements, white-papers, cost benefit analyses, and other documentation needed to assist management decision making. Advise managers in formulating requirements, evaluating alternatives and determining the implications of new or revised processes and systems. Accumulates data from diverse sources, analyzes functional user needs, identifies omissions and errors in requirements, conducts feasibility studies, and recommends optimum approaches.

Works independently under detailed project objectives and requirements. Informs supervisor about progress and unusual situations.

Qualifications: Two years experience in program analysis and evaluation is required for this position.

C.11.4 Program Analyst II

U.S. Department of Labor Class: not applicable

Duties: Applies management analysis and evaluation techniques to complex manual and automated processes in broad areas of capability. Develops recommendations for improvements, white papers, cost benefit analyses, and other documentation needed to assist management decision making. Advises managers in formulating requirements, evaluating alternatives and determining the implications of new or revised processes and systems. Accumulates data from diverse sources, analyzes functional user needs, identifies omissions and errors in requirements, conducts feasibility studies, and recommends optimum approaches.

Works independently under overall project guidelines and typically manages analysts in project-level groups.

Qualifications: Three years experience in program analysis and evaluation, and in resolving management and organizational problems is required for this position.

Requires competence in all phases of management analysis techniques, concepts, and the regulations, structure, techniques, and management practices of diverse subject matter areas.

C.11.5 Program Analyst III

U.S. Department of Labor Class: not applicable

Duties: Applies management analysis and evaluation techniques to complex manual and automated processes in broad areas of capability. Develop recommendations for improvements, white papers, cost benefit analyses, and other documentation needed to assist management decision making. Advises managers in formulating requirements, evaluating alternatives and determining the implications of new or revised processes and systems. Accumulates data from diverse sources, analyzes functional user needs, identifies omissions and errors in requirements, conducts feasibility studies, and recommends optimum approaches.

Works independently under overall project guidelines and may serve as lead analyst in a design subgroup, directing and integrating the work of lower level analysts.

Qualifications: Four years of experience is required for this position.

Requires competence in all phases of management analysis techniques, concepts, and the regulations, structure, techniques, and management practices of diverse subject matter areas. Requires experience and significant insight into interpersonal and interorganizational dynamics to enable reconciliation of differing views of management system and process requirements, design and implementation.

Award/Contract	Document No.	Document Title	Page 19 of 43
	50PAPT101022	52PAPT101022	

C.11.6 Project Manager

3. Department of Labor Class: not applicable

Duties: Manages the day-to-day operations of the facilities and information support teams. Directs, coordinates, and exercises functional authority for planning, organization, control, integration, quality management, and completion of assigned tasks. Plans and formulates work plans and organizes project staff according to project requirements. Prepares interim, periodic, and completion project reports.

Qualifications: Five years experience in supervising staffs in designing, developing, and implementing automated systems.

C.12 CONTRACTOR PERSONNEL REQUIREMENTS

All services under this contract shall be performed by technically competent, experienced personnel providing the required services without unreasonable delays or interference with Government functions. The Contractor is responsible for hiring and managing all Contractor personnel, and the employment of accepted management techniques. The Contractor shall submit resumes, if requested by the COTR, for review and approval. The Contractor shall appoint a Program Manager (see Paragraph H.9 Key Personnel) who shall be responsible for the technical performance of all services performed under this contract and shall serve as the chief point of contact between the Contractor and the COTR. The personnel stated in Section B are full time employee.

C.13 PERSONNEL SECURITY CLEARANCES

Each Contractor employee proposed under this contract shall be required to undergo security processing by the PTO's Office of Security and satisfy Noncritical-Nonsensitive security level requirements before being eligible to work on the premises in the Crystal City Campus. Because of the nature of the duties to be performed by the Contractor, some Contractor personnel may also be required to satisfy Noncritical-Sensitive security level requirements. If personnel with higher clearances are requested by the PTO, the Contractor must provide additional security information within 60 days.

The Contractor shall report current security clearances for personnel proposed. The Contractor shall submit personal background data needed for the background investigation required, and shall specifically state that personnel proposed agree to be finger printed.

C.14 RESUMES

The PTO requires resumes for all proposed personnel. All resumes must be certified by the Contractor that the information submitted is true and complete. Each resume must indicate the labor category for which the individual is available for assignment of work ordered under this contract. Personnel resumes shall include the following information:

- 1) name;
- 2) qualifying experience. Include specific experience with different types of communication hardware and systems. Specify additional experience of any kind that is applicable; and
- 3) formal education.
- 4) Availability status (Current employee, contingency offer, etc.)

Award/Contract	Document No. 50PAPT101022	Document Title 52PAPT101022	Page 20 of 43
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5 REPLACEMENT/SUBSTITUTION OF CONTRACT PERSONNEL

The Contractor shall provide written notice to the Contracting Officer's Technical Representative (COTR) designated in Paragraph G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) of the diversion of any personnel to any other programs or of their leaving the company. In addition, if requested by the COTR, the Contractor shall, submit resumes and references for the proposed replacements for Government review before the diversion of the personnel. Proposed substitutes will be evaluated against the requirements of the contract and by the COTR before acceptance as replacements. Any approved personnel changes and applicable hourly rates shall be subject to negotiation at the discretion of the PTO.

C.16 STANDARDS OF CONTRACT EMPLOYEE PERFORMANCE

Any persons employed by the Contractor and assigned to perform work specified in this contract shall always be under the control and full responsibility of the Contractor. During all operations on PTO office sites the Contractor shall comply with all rules and regulations governing the conduct of personnel on these premises as established by the PTO and all other applicable Government bodies.

C.17 DUTY HOURS

The Contractor shall establish such duty hours for Contractor employees that will ensure that all requirements under this contract are met. Overtime is not authorized under this contract without preapproval of the CO. The PTO shall not be liable for any costs incurred as a result of the contractor performance when administrative leave or paid holiday is granted to the PTO. The following days are observed as holidays:

New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, or Presidential proclamation.

C.18 SUITABILITY OR RISK LEVEL

The suitability of risk level for the Contractor and for the Government under this contract has been determined to be low risk.

C.19 CONTRACTOR PERFORMANCE REQUIREMENTS

(a) The Contractor shall prescreen their employees to eliminate anyone who does not meet the following criteria: The prospective employee must either be a U.S. Citizen, or if a non-U.S. citizen, must be legally qualified to be employed under this contract.

(b) Prior to commencing work under this contract, the contractor shall submit or have their employees submit the forms and number of copies delineated by the Office of Security in the Personnel Security Manual to the COTR for processing. Among those forms are (1) Questionnaire for Non-Sensitive Positions, (2) Fingerprint Chart, and (3) releases. Directions as to which form(s) are applicable will be provided by the servicing Security Officer.

(c) The Contractor, when notified that the Government rejected the suitability assessment forms, shall either have the rejected forms made compliant and resubmitted or withdraw the employee from consideration from working under this contract.

(d) The Contractor shall immediately and permanently remove any employee from any work requiring access to U.S. Patent and Trademark buildings or facilities if so directed in writing by the Contracting Officer.

(e) Failure to comply with the suitability processing requirements may result in termination of the contract for fault.

Award/Contract	Document No. 50PAPT101022	Document Title 52PAPT101022	Page 21 of 43
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SECTION D -- PACKAGING AND MARKING

D.1 D - PACKAGING AND MARKING

D.2 PACKING FOR DOMESTIC SHIPMENT

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

D.3 MARKING DELIVERABLES

Packing, labeling and marking of items to be delivered under this contract must comply with the Statement of Work and with instructions provided by the Contracting Officer's Technical Representative

Award/Contract	Document No.	Document Title	Page 22 of 43
	50PAPT101022	52PAPT101022	

SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.246-04 INSPECTION OF SERVICES- FIXED PRICE

AUGUST 1996

(a) Definitions: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may--

(1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
reduce the contract price to reflect the reduced value of the services performed.

(1) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may--

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) terminate the contract for default.

Award/Contract	Document No. 50PAPT101022	Document Title 52PAPT101022	Page 23 of 43
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SECTION F -- DELIVERIES OR PERFORMANCE

F.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):

[Insert one or more Internet addresses]

Clause	Title	Date
52.242-15	Stop-Work Order	August 1989

F.2 52.247-34 F.O.B. DESTINATION

NOVEMBER 1991

PERIOD OF PERFORMANCE

The period of performance of this contract is as follows:

Base Period: July 29, 2001 through July 28, 2002
Option Period 1: July 29, 2002 through July 28, 2003
Option Period 2: July 29, 2003 through July 28, 2004
Option Period 3: July 29, 2004 through July 28, 2005
Option Period 4: July 29, 2005 through July 28, 2006

F.4 PLACE OF PERFORMANCE

Contract performance shall be accomplished on-site at the Patent and Trademark Office unless otherwise required by the Government.

F.5 REPORTS

- (a) The contractor will provide daily, weekly, and/or monthly production and other reports as required by the Government.
- (b) Delivery of reports, unless otherwise specified shall be made to the following:

Crystal Park 2, Suite 503
2121 Crystal Drive
Arlington, Virginia 22202

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

Award/Contract	Document N	Document Title	Page 24 of 43
	50PAPT101022	52PAPT101022	

- (a) name and business address of the contractor,
- (b) contract number,
- (c) name, position, and location of the Contracting Officer's Technical Representative, and
- (d) date of report and time period covered.

F.6 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's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Inauguration Day	January 20, 2005

Any other day designated by Federal Statute, Executive Order or Presidential Proclamation.

The Contractor shall establish duty hours for Contractor employees in accordance with each delivery order's requirements. PTO shall not be liable for costs incurred as a result of Contractor performance when administrative leave has been granted to PTO. The Contractor shall comply with the aforementioned government holidays, therefore, the Government Offices are closed to the Contractor's staff on the (s) these holidays are observed.

Award/Contract	Document No.	Document Title	Page 25 of 43
	50PAPT101022	52PAPT101022	

SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION DATA

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.

(a) 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 perform or cause to be performed inspections necessary in connection with performance 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 the Government drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the 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, cost or price estimates, delivery dates, or other mutually agreed upon term or provision of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

(b) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on face page of this contract. 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 or approve any changes in any of 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 made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

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

(a) Sally Middleton is hereby designated as the Contracting Officer's Technical Representation (COTR) and Marla Robinson as Deputy COTR. 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. The COTR are located at the U.S. Department of Commerce, U.S. Patent and Trademark Office, Office of Patent Resources Management, 2121 Crystal Drive, CPK-2, Suite 503, Arlington, VA 22202. Their telephone numbers are (703) 308-7825 and (703) 308-5898.

The responsibilities and limitations of the COTR are as follows:

Award/Contract	Document No. 50PAPT101022	Document Title 52PAPT101022	Page 26 of 43
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The Contracting Officer's Technical Representative 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 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 CONTRACT ADMINISTRATION OFFICE

(a) This contract will be administered by:

U.S. Patent and Trademark Office of Procurement
2011 Crystal Drive, CPK- 1, Suite 8 10
Arlington, VA 22202

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

G.5 SUBMISSION OF INVOICES

One (1) original and two (2) copies of each invoice shall be submitted on a monthly basis to the following:

U.S. Patent and Trademark Office
Office of Finance - Box 17
Crystal Park I, Room 802B
Washington, D.C. 20231

The Contractor shall submit a proper invoice for payment in the manner and format described herein. The following data must be included in an invoice for it to constitute a proper invoice:

- a. Name of the Contractor, invoice number and invoice date;
- b. Contract and delivery order number(s);
- c. Description, price and quantity of services delivered;
- d. Name and signature of certifying official, title, phone number and complete mailing address of official to whom payment is to be sent;
- e. Other substantiating documentation or information as required by the Government.
- f. Period of Performance covered by the invoice.

G.6 GOVERNMENT FURNISHED PROPERTY

The Government will provide the item(s) as stated in the Statement of Work as Government Furnished Property (GFP). If the GFP is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the pertinent facts. The Contracting Officer will then direct the Contractor as to the appropriate action.

The Government shall retain title to all GFP. The Government will provide maintenance of the GFP unless otherwise provided in this contract or approved by the Contracting Officer.

The contractor shall be responsible and accountable for all GFP provided under this contract and shall comply with the Federal Acquisition Regulations (FAR) Part 45 as applicable and in effect as of the date of this contract.

- Contractor shall establish and maintain a program for the use, protection, and preservation of the GFP in accordance with sound industrial practice and applicable provisions of FAR Part 45.

Unless otherwise provided, the Contractor assumes the risk of and shall be responsible for, any loss or destruction of, or damage to, GFP. See list of GFP as provided in Section J, Attachment 14.

Award/Contract	Document No	Document Title	Page 27 of 43
	50PAPT101022	52PAPT101022	

G.7 GOVERNMENT FURNISHED DATA

(a) The Government shall provide to the Contractor the Government Furnished Data (GFD) as described in Section C of the contract. The data furnished by the Government may include Patent and/or Trademark application file wrappers and the contents therein. Data furnished by the Government will remain the property of the Government. If the data, suitable for its intended use is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely request for equitable adjustment; and (2) The facts warrant an equitable adjustment.

(b) Title to GFD shall remain with the Government.

(c) The Contractor shall use the GFD only in connection with this contract.

(d) The data will be furnished to the Contractor in accordance with Section C of the contract.

G.8 GOVERNMENT PROPERTY--FACILITIES USE

In the performance of this contract, the Contractor is authorized to use on a no-charge, noninterference basis, Government-Leased facilities of the Patent and Trademark Office. The facilities shall be used and maintained in accordance with the provisions of the "Government Property (Facilities Use)" clause.

G.9 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 on egress to and from the Government facility.

G.10 ELECTRONIC PAYMENT INFORMATION

(a) The information required by the clause 52-232-38, Submission of Electronic Funds Transfer information with Offer, shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award.

U.S. Patent and Trademark Office
Office of Finance, Box 17
2011 Crystal Drive, Suite 802B
Washington, Dc 20231

(b) If requested, a form will be provided to the successful 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, the Contractor should forward the form to the assignee for completion.

Award/Contract	Document No.	Document Title	Page 28 of 43
	50PAPT101022	52PAPT101022	

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 SPECIAL CONTRACT REQUIREMENTS

ORGANIZATIONAL CONFLICT OF INTEREST

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) 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.

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

H.2 OPTION TO EXTEND THE TERM OF THE CONTRACT -- FIXED-PRICE CONTRACT

The Government has the option to extend the term of this contract for four (4) additional period(s). If more than 30 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last thirty (30) days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option. Exercise of an option will result in the following contract modifications:

Option Period 1:	July 29, 2002 - July 28, 2003
Option Period 2:	July 29, 2003 - July 28, 2004
Option Period 3:	July 29, 2004 - July 28, 2005
Option Period 4:	July 29, 2005 - July 28, 2006

H.3 INSURANCE COVERAGE

Pursuant to the clause FAR 52.228-5, Insurance - Work on a Government Installation (see Section I), 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 \$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.

Award/Contract	Document No.	Document Title	Page 29 of 43
	50PAPT101022	52PAPT101022	

(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 per occurrence.

(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.5 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 the 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.6 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Application 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, which 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/or consultants used by the Contractor.

Further each individual employed by the Contractor shall be required to sign a Statement of Confidentiality as provided below. Each employee's signed statement shall be forwarded to the COTR for retention.

Each employee will be provided with a copy of the following and required to sign it prior to beginning work in the PTO:

STATEMENT OF CONTRACT EMPLOYEE RELATIVE TO NONDISCLOSURE OF PATENT INFORMATION

Title 35, U.S.C., Section 122, provides that applications for patents shall be kept in confidence by the Patent and Trademark Office and no information concerning the same given without authority of the applicant or owner unless necessary to carry out the provisions of any Act of Congress or in such special circumstances as may be determined by the Commissioner of Patents and Trademarks.

I have read and understand the above information. In addition, I do swear or affirm that I will preserve applications for patents in secrecy and that I will not divulge or disclose to unauthorized persons any information learned or otherwise obtained as a result of my work under contract number. I take this obligation freely and without any mental reservation or purpose of evasion.

Employee Signature Date
Witness Date

Award/Contract	Document No. 50PAPT101022	Document Title 52PAPT101022	Page 30 of 43
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7 SUITABILITY/RISK ASSESSMENT PROCEEDING REQUIREMENTS

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

1. SF-85P (original plus I copy of Page I only) 2. FD-258, Fingerprint Chart.

H.8 CONTRACTOR BADGES

The first day an employee reports for duty, he/she will receive a temporary PTO identification badge which will be valid for a 3-week period. No later than 14 days after beginning work, each employee's investigative package must have been submitted to the PTO's Office of Security. Following review and acceptance of this package, Security will contact the employee and make an appointment for fingerprinting. Following completion of fingerprinting, a PTO picture badge will be given to the employee.

When on-site at the PTO, all contractor employees under this contract are required to display the badge provided by the PTO, which identifies them as Contractor employee. The contractor at the beginning of the contract or when a new employee is hired will be required to submit to the COTR a list of all of the employees under this contract so as to assure that proper badges can be prepared. Additionally, the Contractor is required to provide a picture identification badge that displays, in an easily readable font, the Contractor name, employee photo and employee name.

Upon termination of an employee, the PTO identification badge must be returned to the COTR on the employee's last day at the PTO.

H.9 KEY PERSONNEL

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

Project Manager and Program Analyst III

- (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 notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting officer at least 15 days prior to making any permanent substitutions.

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

H.10 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 contracting principles.

In accordance with 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.

Award/Contract	Document No. 50PAPT101022	Document Title 52PAPT101022	Page 31 of 43
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11 ORDERING

(a) Services to be furnished under this contract shall be ordered by issuance of a delivery order by the Contracting Officer (CO). A single delivery order may relate to a single task area or may involve functions from multiple task areas. Each delivery order will, at a minimum, include a numerical designation, a task description, a detailed explanation of task requirements, a statement of deliverables, a period of performance, and a request for a contractor work plan. The contractor shall acknowledge receipt of a delivery order by returning to the Contracting Officer's Technical Representative (COTR) a signed copy of the delivery order within 2 work days after its receipt. The acknowledging copy may be submitted in paper or by fax or electronic means.

(b) Within 5 work days of receiving a delivery order, the contractor shall submit a copy of a proposed work plan to the COTR and a copy to the CO. Each work plan shall include a detailed staffing plan, a comprehensive detailed cost estimate, detailed plans for employee training and orientation, and a statement of technical approach which reflects a clear and complete understanding of the requirement and contains information on the organization and management of the project. At a minimum, the staffing plan must identify the proposed labor category to be used, skills to be required of employees, plans for providing day-to-day supervision of employees, and the contractor's contingency plans for dealing with employee absences, resignations, or firings. As appropriate, each work plan also should contain a list of names of proposed personnel, a resume containing educational and employment history for each individual, and proposed facilities and/or equipment.

(c) Within 5 work days of receiving a proposed work plan, the CO will provide written approval or disapproval of the plan to the contractor. The approving/disapproving copy may be provided in paper or by fax or electronic means. The contractor may not begin work until a work plan has been approved by the CO.

(d) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control. In completing the work required under a delivery order, the contractor is not authorized to exceed the estimated labor hours or designated ceiling price.

H.12 PROHIBITION AGAINST PRIVATE SECTOR BOUNTY SEARCHES

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.

Award/Contract	Document No	Document Title	Page 32 of 43
	50PAPT101022	52PAPT101022	

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):

[Insert one or more Internet addresses]

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
52.207-03	Right of First Refusal of Employment	November 1991
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
52.219-06	Notice Of Total Small Business Set-Aside	July 1996
52.219-08	Utilization of Small Business Concerns	October 2000
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
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports On Disabled Veterans and Veterans of the Vietnam Era	January 1999
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option Contracts)	May 1989
52.223-06	Drug Free Workplace	May 2001
52.223-10	Waste Reduction Program.	August 2000
52.225-13	Restrictions on Certain Foreign Purchases	July 2000
52.227-01	Authorization and Consent	July 1995
52.228-05	Insurance - Work On A Government Installation	January 1997
52.228-07	Insurance--Liability To Third Persons	March 1996
52.232-01	Payments	April 1984
52.232-08	Discounts For Prompt Payment	May 1997
52.232-09	Limitation On Withdrawing Of Payment	April 1984
52.232-11	Extras	April 1984

Award/Contract	Document No. 50PAPT101022	Document Title 52PAPT101022	Page 33 of 43
-----------------------	-------------------------------------	---------------------------------------	----------------------

232-17	Interest	June 1996
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
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	May 1999
52.233-01	Disputes	December 1998
52.233-03	Protest After Award	August 1996
52.237-02	Protection Of Government Buildings, Equipment, And Vegetation	April 1984
52.237-03	Continuity Of Services	January 1991
52.242-13	Bankruptcy	July 1995
52.243-01	Changes--Fixed Price	August 1987
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52.245-01	Property Records	April 1984
52.245-02	Government Property (Fixed Price Contracts)	December 1989
52.245-19	Government Property Furnished "As Is"	April 1984
52.249-02	Termination For Convenience Of The Government (Fixed-Price)	September 1996
52.249-04	Termination For Convenience Of The Government (Services) (Short Form)	April 1984
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.253-01	Computer Generated Forms	January 1991

52.204-01 APPROVAL OF CONTRACT

DECEMBER 1989

This contract is subject to the written approval of the U.S. Patent and Trademark's Contracting Officer and shall not be binding until so approved.

I.3 52.216-18 ORDERING

OCTOBER 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from July 29, 01 through July 28, 06.

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

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

I.4 52.216-19 ORDER LIMITATIONS

OCTOBER 1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

Award/Contract	Document No. 50PAPT101022	Document Title 52PAPT101022	Page 34 of 43
-----------------------	-------------------------------------	---------------------------------------	----------------------

Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of \$5,000,000;
- (2) Any order for a combination of items in excess of 8,000,000; or
- (3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 52.217-08 OPTION TO EXTEND SERVICES

NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

I.6 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT

MARCH 2000

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed July, 2006.

(End of clause)

I. 7 FAR 52.216-22 Indefinite Quantity (Oct 1995)

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

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

Award/Contract	Document No.	Document Title	Page 35 of 43
	50PAPT101022	52PAPT101022	

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after July 28, 2006.

I.8 52.219-70 SECTION 8(A) DIRECT AWARDS FEB 1999

(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 U.S. Patent and Trademark. 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
Washington District Office
1100 Vermont Avenue, NW, 9th Floor
Washington, DC 20043-4500
(202) 606-4000

(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 functions 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 of 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, Limitations on Subcontracting.

I.9 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED MAY 1989

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of

Award/Contract	Document No.	Document Title	Page 36 of 43
	50PAPT101022	52PAPT101022	

eral Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein 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) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

Award/Contract	Document No.	Document Title	Page 37 of 43
	50PAPT101022	52PAPT101022	

Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

Award/Contract	Document No.	Document Title	Page 38 of 43
	50PAPT101022	52PAPT101022	

(7) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or used. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains provision or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

Award/Contract	Document No. 50PAPT101022	Document Title 52PAPT101022	Page 39 of 43
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Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Award/Contract	Document No.	Document Title	Page 40 of 43
	50PAPT101022	52PAPT101022	

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.10 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL MAY 1989

Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class (Secretary)
Monetary Wage -- Fringe Benefits \$14.35

'1 52.223-14 TOXIC CHEMICAL RELEASE REPORTING OCTOBER 2000

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

Award/Contract	Document No: 50PAPT101022	Document Title 52PAPT101022	Page 41 of 43
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The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

I.12 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 these address(es):

<http://farsite.hill.af.mil/VFFAR1.HTM>

I. 13 FAR 52.228-7 Insurance -- Liability to Third Persons (Mar 1996)

(a)

(1) Except as provided in subparagraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed --

(1) For that portion --

- (i) Of the reasonable cost of insurance allocable to this contract; and
- (ii) Required or approved under this clause; and

Award/Contract	Document No.	Document Title	Page 42 of 43
	50PAPT101022	52PAPT101022	

2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for --

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities) --

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of --

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall --

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

Award/Contract	Document No. 50PAPT101022	Document Title 52PAPT101022	Page 43 of 43
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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT I - Wage Determination No. 94-2103 Rev. No.24 Dated 05/31/2001

ATTACHMENT 2 - ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM, FS 3881 (Rev 12/90)

The Representations, Certifications, and Other Statements of Offerors completed by the Contractor are hereby incorporated by reference.

CONTRACT NUMBER: 50PAPT101022

SECTION J, ATTACHMENT 1

WAGE DETERMINATION NO. 94-2104 Rev. No. 24 Dated 05/31/2001

PAGE 1 THROUGH 8

William W. Gross
DirectorDivision of
Wage DeterminationsWage 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
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King Geor
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
Pneumatic 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 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole of continuous service with the present contractor or successor, wherever employed, and 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, Colu Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute any of the named holidays another day off with pay in accordance with a plan communica 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 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 reg tour of duty, you will earn a night differential and receive an additional 10% of basi 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 ra 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 considered overtime work).

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

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 employ 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

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either 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 (\$0.67 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

Government contract, by the contractor, by law, or by the nature of the work, there is 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 contract officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 14 (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

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 occupational classification and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order of priority the occupational 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 10 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 action, together with the agency's recommendations and pertinent information including 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) 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 Occupational Classifications" (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.

CONTRACT NUMBER: 50PAPT101022

SECTION J, ATTACHMENT 2

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

FS 3881 (Rev 12/90)

ENROLLMENT FORM

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY Patent and Trademark Office		
AGENCY IDENTIFIER: PTO	AGENCY LOCATION CODE (ALC): 13-10-0001	ACH FORMAT: <input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX
ADDRESS: Box 17, Crystal Park 1, Room-802 Washington, DC 20231		
CONTACT PERSON NAME: Laurie Taylor		TELEPHONE NUMBER: (703) 305-8167
ADDITIONAL INFORMATION:		

PAYEE/COMPANY INFORMATION

NAME:	SSN NO. OR TAXPAYER ID NO.
RESS:	
CONTACT PERSON NAME:	TELEPHONE NUMBER: ()

FINANCIAL INSTITUTION INFORMATION

Name:	
Address:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ()
NINE-DIGIT ROUTING TRANSIT NUMBER:	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: ()

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

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AGENCY INFORMATION

FEDERAL PROGRAM AGENCY Patent and Trademark Office		
AGENCY IDENTIFIER: PTO	AGENCY LOCATION CODE (ALC): 13-10-0001	ACH FORMAT: <input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX
ADDRESS: Box 17, Crystal Park 1, Room-802 Washington, DC 20231		
CONTACT PERSON NAME: Laurie Taylor		TELEPHONE NUMBER: (703) 305-8167
ADDITIONAL INFORMATION:		

PAYEE/COMPANY INFORMATION

NAME: Name of payee/company receiving payment	SSN NO. OR TAXPAYER ID NO. Social Security No. or Employer Id No.
ADDRESS: Address that will receive ACH/vendor/miscellaneous payments	
CONTACT PERSON NAME: Contact person name of the payee/company	TELEPHONE NUMBER: ()

FINANCIAL INSTITUTION INFORMATION

Name:	
Address:	
ACH COORINATOR NAME:	
TELEPHONE NUMBER: ()	
NINE-DIGIT ROUTING TRANSIT NUMBER:	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: ()