

MAR-27-2002 10:52

USPTO PROCUREMENT
MODIFICATION OF CONTRACT

703 308 5484
CONTRACT ID CODE

P.02/07

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2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 03/07/2002	4. REQUISITION/PURCHASE REQ. NO. PROC0100223	5. PROJECT NO. (If applicable)
ISSUED BY No Invoice Information U.S. Patent and Trademark Office, 2011 Crystal Drive, Suite 810 Arlington, VA 22202		CODE 17	7. ADMINISTERED BY (If other than item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Chugach Systems Integration 450 E. 24th Avenue, Suite 200 Anchorage, AK 99502	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. 50PAPT101022
	(X) 10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification, is to add two (2) CLINS/Labor Category to Contract No. 50PAPT101022. The following CLINS/Labor Category are hereby added to the stated contract:

0008A - Technical Classification Specialist

0008B - Space and Logistics Specialist

See attached pages for description of each CLIN/Labor Category, Duties and Qualifications Requirements.

All other terms and conditions of the contract shall remain the same.

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

16A. NAME AND TITLE OF SIGNER (Type or print) AMBER OSTRUP, PROJECT MGR.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Frank L. Rumph
1. CONTRACTOR/OPERATOR 	15C. DATE SIGNED 3/27/02
(Signature of person authorized to sign)	16B. United States of America BY
	16C. DATE SIGNED 03/07/2002 (Signature of Contracting Officer)

Line Item Summary	Document Number 50PAPT101, 0001	Title 52PAPT101022	Page 2 of 6
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5 Funding Information

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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No Changed Line Item Fields

Previous Total: \$0.00
Modification Total: \$0.00
Grand Total: \$0.00

SPACE AND LOGISTICS SPECIALIST

Contract No: 52-PAPT-1-01022
Period of Performance: March 18, 2002 through December 31, 2002
Estimated hours: 1,250

B.1 B – SUPPLIES OR SERVICES AND PRICES

B.2 SCHEDULE OF PRICES

Hourly rates from March 18, 2002 through July 28, 2002

LINE	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE \$/HOUR	Shift	Hours
0008A	Space and Logistics Specialist	10	2000	\$87.55	Day	250

Hourly rates from July 29, 2002 through July 28, 2003

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE \$/HOUR	Shift	Hours
0027A	Space and Logistics Specialist	10	2000	\$91.05	Day	1,000

TECHNICAL CLASSIFICATION SPECIALIST

Contract No: 52-PAPT-1-01022
Period of Performance: February 12, 2002 through October 30, 2002
Estimated hours: 4,300

Hourly rates from February 12, 2002 through July 28, 2002

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE \$/HOUR	Shift	Hours
0008B	Technical Classification Specialist	10	2000	\$110.39	Day	300

Hourly rates from July 29, 2002 through July 28, 2003

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE \$/HOUR	Shift	Hours
0027B	Technical Classification Specialist	10	2000	\$114.81	Day	1,000

Hourly rates from July 29, 2003 through July 28, 2004

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE \$/HOUR	Shift	Hours
0046A	Technical Classification Specialist	10	2000	\$119.40	Day	1,000

Hourly rates from July 29, 2004 through July 28, 2005

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE \$/HOUR	Shift	Hours
0065A	Technical Classification Specialist	10	2000	\$124.18	Day	1,000

Hourly rates from July 29, 2005 through July 28, 2006

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE \$/HOUR	Shift	Hours
0084A	Technical Classification Specialist	10	2000	\$129.15	Day	1,000

C.1 C - DESCRIPTION AND SPECIFICATIONS

C.11 LABOR CATEGORIES

C.11.7 Space and Logistics Specialist

U.S. Department of Labor Class: not applicable

Duties: Provides technical support and assists in the development of space utilization strategies and plans. Develops proposed move sequences and schedules, identifying and schedules, identifying interdependent functions/organizations and critical path points. Prepares recommendations for solutions to alleviate short-term crowding and other space problems. Documents detailed instructions for use by others in planning and sequencing moves. Develops and prepares briefing and other materials documenting planning processes and/or actual move plans. Works independently with only general information as to desired outcome provided.

Qualification Requirements: Minimum 5 years recent experience developing space acquisition and plans, tailed space allocation plans, and comprehensive moving sequencing plans. This experience must monstrate proven skill coordinating moves with individuals and organizations having diverse requirements and overseeing actual relocation of 500 or more employees and their equipment and furniture. In-depth understanding of the Patent cost Center's functions, processes, unique organizational requirements, and pertinent bargaining unit agreements is required.

C.11.8 Technical Classification Specialist

U.S. Department of Labor Class: not applicable

Duties: Performs research and analysis and prepares reports and other materials relating to various international efforts, projects, and meetings. Reviews incoming documents and drafts summaries, critiques, and/or proposed responses. Provides authoritative advice on the International Patent Classification system including developing recommendations for reform and modification of the system. Conducts cost/benefit analysis as appropriate to support proposed implementation efforts in PTO. Serves as expert chemical advisor to pilot efforts.

Qualification Requirements: Minimum 5 years recent experience at a senior level which demonstrates an authoritative knowledge of classification systems and schema in general and both the International and US patent classification systems in particular. This experience also should demonstrate proven skill in defining and mparing US and IPC classifications and appropriately placing documents within each of these systems. A .emical engineering background is mandatory.

JUN-12-2002 17:30

USPTO PROCUREMENT
STATEMENT OF WORK

CONTRACT ID CODE

Page
1 of 2

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 06/05/2002	4. REQUISITION/PURCHASE REQ. NO. PROCD100233	5. PROJECT NO. (If applicable)
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ISSUED BY No Invoice Information U.S. Patent and Trademark Office, 2011 Crystal Drive, Suite 810 Arlington, VA 22202	CODE 17	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Chugach Systems Integration 480 E. 34th Avenue, Suite 200 Anchorage, AK 99502	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. 50PAPT101022
	(X) 10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 16, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) THE PURPOSE OF THIS MODIFICATION IS TO ADD FOUR (4) ADDITIONAL CLIN/LABOR CATEGORIES TO CONTRACT NO. 50PAPT101022. ACCORDINGLY, THE FOLLOWING CLIN/LABOR CATEGORY ARE HEREBY ADDED TO THE STATED CONTRACT.

- 0008C - Subject Matter Expert II
 - 0008D - Computer
 - 0008E - Application Engineer II
 - 0008F - Application Engineer I
 - 0008G - Program Manager
- See attached pages for description of each CLIN/Labor Category, Duties and Qualifications Requirements.

All other terms and conditions remains the same.

except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as herebefore changed, remains unchanged and in full force and effect.

5A. NAME AND TITLE OF SIGNER (Type or print) AMBER USTRUP, PROJECT MGR.	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Zalina A. Ross
9. CONTRACTING OFFICER	15C. DATE SIGNED 4/13/02
(Signature of person authorized to sign)	16B. United States of America BY <i>Zalina A. Ross</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 06/12/2002

JUN-12-2002 17:30

USPTO PROCUREMENT

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P.03/05

LINE ITEM

Document

TI00

Page

Summary

50PAPT101022/JJ02

52PAPT101022

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No Funding Information

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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No Changed Line Item Fields

Previous Total: \$0.00
 Modification Total: \$0.00
 Grand Total: \$0.00

**CONTRACT NUMBER: 51-PAPT-1-10122
CHUGACH SYSTEMS INTEGRATION, LLC.
MODIFICATION 0002**

B.1 B- SUPPLIES OR SERVICES AND PRICES

B.2 SCHEDULE OF PRICES

BASE YEAR

Hourly rates from February 12, 2002 through July 28, 2002

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE	Shift
0008C	Subject Matter Expert II	10	2000	\$112.95	Day
0008D	Computer Specialist	10	2000	\$ 43.58	Day
0008E	Application Engineer II	10	2000	\$ 71.97	Day
0008F	Application Engineer I	10	2000	\$ 55.29	Day
0008G	Program Manger	10	2000	\$154.71	Day

OPTION YEAR ONE

Hourly rates from July 29, 2002 through July 28, 2003

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE	Shift
0027C	Subject Matter Expert II	10	2000	\$117.47	Day
0027D	Computer Specialist	10	2000	\$ 45.32	Day
0027E	Application Engineer II	10	2000	\$ 74.85	Day
0027F	Application Engineer I	10	2000	\$ 57.50	Day
0027G	Program Manager	10	2000	\$160.90	Day

OPTION YEAR TWO
Hourly rates from July 29, 2003 through July 28, 2004

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE	Shift
0046C	Subject Matter Expert II	10	2000	\$122.17	Day
0046D	Computer Specialist	10	2000	\$ 47.14	Day
0046E	Application Engineer II	10	2000	\$ 77.84	Day
0046F	Application Engineer I	10	2000	\$ 59.80	Day
0046G	Program Manager	10	2000	\$167.33	Day

OPTION YEAR THREE
Hourly rates from July 29, 2004 through July 28, 2005

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE	Shift
0065C	Subject Matter Expert II	10	2000	\$127.05	Day
0065D	Computer Specialist	10	2000	\$ 49.02	Day
0065E	Application Engineer II	10	2000	\$ 80.96	Day
0065F	Application Engineer I	10	2000	\$ 62.19	Day
0065G	Program Manager	10	2000	\$174.03	Day

OPTION YEAR FOUR
Hourly rates from July 29, 2005 through July 28, 2006

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE	Shift
0084C	Subject Matter Expert II	10	2000	\$132.14	Day
0084D	Computer Specialist	10	2000	\$ 50.98	Day
0084E	Application Engineer II	10	2000	\$ 81.08	Day
0084F	Application Engineer I	10	2000	\$ 64.68	Day
0084G	Program Manager	10	2000	\$180.99	Day

2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 07/10/2002	4. REQUISITION/PURCHASE REQ. NO. PROC0100233	5. PROJECT NO. (If applicable)
6. ISSUED BY N. [redacted] Information I. [redacted] and Trademark Office, 2011 Crystal Drive, Suite 810 A. [redacted], VA 22202		CODE 17	7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Chugach Systems Integration 450 E. 34th Avenue, Suite 200 Anchorage, AK 99502	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. 50PAPT101022
	(X) 10B. DATED (SEE ITEM 13)
CODE *	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

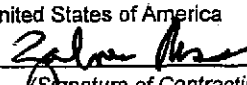
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) THE PURPOSE OF THIS MODIFICATION IS TO ADDITIONAL LABOR CATEGORIES AS LISTED IN ATTACHMENT NUMBER 1.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Zalma A. Ross	
15L. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. United States of America BY  (Signature of Contracting Officer)	16C. DATE SIGNED 07/10/2002

**Line Item
Summary**

Document No: 50PAPT101022/0003

Title: 52PAPT101022

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↳ Funding Information

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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No Changed Line Item Fields

Previous Total: \$0.00
Modification Total: \$0.00
Grand Total: \$0.00

CONTRACT NUMBER: 52-PAPT-1-10122
CHUGACH SYSTEMS INTEGRATION, LLC.
MODIFICATION 0003

B.1 B- SUPPLIES OR SERVICES AND PRICES

B.2 SCHEDULE OF PRICES

BASE YEAR
Hourly rates from February 12, 2002 through July 28, 2002

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE	Shift
0008H	Subject Matter Expert I	10	2000	\$ 97.02	Day
0008G	Application Engineer III	10	2000	\$ 84.57	Day

OPTION YEAR ONE
Hourly rates from July 29, 2002 through July 28, 2003

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE	Shift
0027H	Subject Matter Expert I	10	2000	\$100.90	Day
0027I	Application Engineer III	10	2000	\$ 87.95	Day

OPTION YEAR TWO
Hourly rates from July 29, 2003 through July 28, 2004

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE	Shift
0046H	Subject Matter Expert I	10	2000	\$104.94	Day
0046I	Application Engineer III	10	2000	\$91.47	Day

OPTION YEAR THREE
Hourly rates from July 29, 2004 through July 28, 2005

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE	Shift
0065H	Subject Matter I	10	2000	\$109.13	Day
0065I	Application Engineer III	10	2000	\$ 95.13	Day

OPTION YEAR FOUR
Hourly rates from July 29, 2005 through July 28, 2006

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE	Shift
0084H	Subject Matter Expert I	10	2000	\$113.50	Day
0084I	Application Engineer III	10	2000	\$ 98.93	Day

1. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 07/11/2002	4. REQUISITION/PURCHASE REQ. NO. PROC0100233	5. PROJECT NO. (If applicable)
ISSUED BY Avico Information U.S. Patent and Trademark Office, 2011 Crystal Drive, Suite 810 Arlington, VA 22202		CODE 17	7. ADMINISTERED BY (If other than item 5) CODE

1. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Chugach Systems Integration 450 E. 34th Avenue, Suite 200 Anchorage, AK 99502	8A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. 60PAPT101022
	(X) 10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

2. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF AUTHORITY OF FAR 43.103(D).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)
 FAR CLAUSE 43.103(B)

IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) THE PURPOSE OF THIS MODIFICATION IS TO EXERCISE OPTION YEAR ONE FOR THE PERIOD OF PERFORMANCE OF JULY 25, 2002 THROUGH JULY 28, 2003.

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

9A. NAME AND TITLE OF SIGNER (Type or print) AMBER D STRUP, PROJECT MGR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Zelma A. Ross
9B. CONTRACTOR/OFFEROR 	16B. United States of America BY
15C. DATE SIGNED 7/11/02	16C. DATE SIGNED 07/11/2002

Summary

50PAPT10102

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52PAPT101022

2 of 2

o Funding Information

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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No Changed Line Item Fields

Previous Total: \$0.00
Modification Total: \$0.00
Grand Total: \$0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	Page 1 of 2
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2. AMENDMENT/MODIFICATION NO. <u>0005</u>	3. EFFECTIVE DATE 07/14/2003	4. REQUISITION/PURCHASE REQ. NO. PROC0100233	5. PROJECT NO. (If applicable)
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6. JOBY CODE <u>17</u>	7. ADMINISTERED BY (If other than Item 6) CODE
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No Invoice Information
U.S. Patent and Trademark Office, 2011 Crystal Drive, Suite 810
Arlington, VA 22202

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Chugach Systems Integration 450 E. 34th Avenue, Suite 200 Anchorage, AK 99502	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 50PAPT101022 10B. DATED (SEE ITEM 13)
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

2. ACCOUNTING AND APPROPRIATION DATA (If required)

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

REC'D

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)
FAR

IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
THE PURPOSE OF THIS MODIFICATION IS TO EXERCISE OPTION YEAR TWO, ADD A REVISED WAGE DETERMINATION AND ADD ADDITIONAL LABOR CATEGORIES AS FOLLOWS:

OPTION YEAR TWO IS EXERCISED FOR THE PERIOD OF JULY 29, 2003 THRU JULY 28, 2004

WAGE DETERMINATION NUMBER :1994-2103 DATED JUNE 3, 2003; PAGES 1 THROUGH 8 IS ATTACHED.

THE SPACE LOGISTICS SPECIALIST AND GENERAL CLERK IV LABOR CATEGORIES ARE ADDED TO THIS CONTRACT AS FOLLOWS:

SPACE LOGISTIC SPECIALIST, HOURLY RATE FOR 7/28/03 THRU 7/29/04 IS \$119.40.
GENERAL CLERK IV, OPTION YEAR TWO \$37.90, OPTION YEAR THREE \$38.97 AND OPTION YEAR FOUR \$40.16.

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

15. NAME AND TITLE OF SIGNER (Type or print) <u>John M. Cole, President</u>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <u>Zalma A. Ross</u>
3. CONTRACTOR/OFFEROR <u>John M. Cole</u> <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED <u>8/5/03</u>
	16B. United States of America BY <u>Zalma Ross</u> <small>(Signature of Contracting Officer)</small>
	16C. DATE SIGNED <u>07/22/2003</u>

Line Item Summary	Document Number 50PAPT1010220005	Title 52PAPT101022	Page 2 of 2
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Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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No Changed Line Item Fields

Previous Total: \$0.00
Modification Total: \$0.00
Grand Total: \$0.00

94-2103 DC, DISTRICT-WIDE 06/10/03

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.:	1994-2103
Director	Wage Determinations	Revision No.:	30
		Date Of Last Revision:	06/03/2003

States: District of Columbia, Maryland, Virginia

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.18
01012 - Accounting Clerk II	12.74
01013 - Accounting Clerk III	14.30
01014 - Accounting Clerk IV	16.37
01030 - Court Reporter	16.43
01050 - Dispatcher, Motor Vehicle	16.09
01060 - Document Preparation Clerk	12.42
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.42
01110 - Film/Tape Librarian	14.65
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.04
01131 - Key Entry Operator I	10.80
01132 - Key Entry Operator II	12.07
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	14.24
01263 - Personnel Assistant (Employment) III	16.42
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	17.28
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	15.26
01312 - Secretary II	16.56
01313 - Secretary III	19.04
01314 - Secretary IV	20.15
01315 - Secretary V	23.47
01320 - Service Order Dispatcher	15.44
01341 - Stenographer I	14.68
01342 - Stenographer II	16.47
01400 - Supply Technician	20.15
01420 - Survey Worker (Interviewer)	14.94
01460 - Switchboard Operator-Receptionist	10.96
01510 - Test Examiner	16.56
01520 - Test Proctor	16.56
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49

01533 - Travel Clerk III	13.41
01611 - Word Processor I	11.80
01612 - Word Processor II	14.22
01613 - Word Processor III	16.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.86
03041 - Computer Operator I	14.30
03042 - Computer Operator II	15.82
03043 - Computer Operator III	18.60
03044 - Computer Operator IV	20.44
03045 - Computer Operator V	22.94
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.05
03073 - Computer Programmer III (1)	26.99
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.30
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.01
07010 - Baker	11.87
07041 - Cook I	10.93
07042 - Cook II	12.46
07070 - Dishwasher	9.22
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05
09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	12.98
11121 - House Keeping Aid I	9.13
11122 - House Keeping Aid II	9.39
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	10.75
11240 - Maid or Houseman	9.28
11270 - Pest Controller	12.44
11300 - Refuse Collector	10.88
11330 - Tractor Operator	12.73
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	15.80

12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.08
12071 - Licensed Practical Nurse I	14.63
12072 - Licensed Practical Nurse II	16.42
12073 - Licensed Practical Nurse III	18.38
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	15.32
12160 - Medical Record Clerk	13.60
12190 - Medical Record Technician	14.97
12221 - Nursing Assistant I	8.46
12222 - Nursing Assistant II	9.52
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	11.84
12280 - Phlebotomist	11.21
12311 - Registered Nurse I	24.00
12312 - Registered Nurse II	26.70
12313 - Registered Nurse II, Specialist	26.70
12314 - Registered Nurse III	34.48
12315 - Registered Nurse III, Anesthetist	34.48
12316 - Registered Nurse IV	41.33
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.95
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	22.48
13013 - Exhibits Specialist III	27.29
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	22.33
13050 - Library Technician	16.28
13071 - Photographer I	13.93
13072 - Photographer II	15.64
13073 - Photographer III	19.56
13074 - Photographer IV	24.08
13075 - Photographer V	26.50
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	9.94
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	10.67
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	17.12
21030 - Material Expediter	17.12
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	14.58
21080 - Production Line Worker (Food Processing)	14.08
21100 - Shipping/Receiving Clerk	13.09
21130 - Shipping Packer	13.02
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.01
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	15.76
23000 - Mechanics and Maintenance and Repair Occupations	

23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	22.51
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	16.88
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric Worker	16.55
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	20.93
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.25
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	20.28
23460 - Instrument Mechanic	19.98
23470 - Laborer	11.79
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	19.70
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	20.94
23800 - Plumber, Maintenance	19.86
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	19.41
23931 - Telecommunication Mechanic II	20.45
23950 - Telephone Lineman	20.93
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98
23980 - Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.37
24580 - Child Care Center Clerk	15.86
24600 - Chore Aid	8.86
24630 - Homemaker	16.45
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	13.85
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	21.76
27004 - Alarm Monitor	15.26
27006 - Corrections Officer	17.69
27010 - Court Security Officer	19.46
27040 - Detention Officer	18.29
27070 - Firefighter	19.72
27101 - Guard I	9.51

27102 - Guard II	12.53
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.76
28020 - Hatch Tender	16.76
28030 - Line Handler	16.76
28040 - Stevedore I	15.76
28050 - Stevedore II	17.78
29000 - Technical Occupations	
21150 - Graphic Artist	20.52
29010 - Air Traffic Control Specialist, Center (2)	29.85
29011 - Air Traffic Control Specialist, Station (2)	20.59
29012 - Air Traffic Control Specialist, Terminal (2)	22.67
29023 - Archeological Technician I	15.52
29024 - Archeological Technician II	17.35
29025 - Archeological Technician III	21.51
29030 - Cartographic Technician	22.87
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.84
29040 - Civil Engineering Technician	19.56
29061 - Drafter I	13.01
29062 - Drafter II	16.29
29063 - Drafter III	18.30
29064 - Drafter IV	22.87
29081 - Engineering Technician I	16.15
29082 - Engineering Technician II	18.75
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	25.86
29085 - Engineering Technician V	31.62
29086 - Engineering Technician VI	38.26
29090 - Environmental Technician	19.29
29100 - Flight Simulator/Instructor (Pilot)	30.54
29160 - Instructor	23.97
29210 - Laboratory Technician	16.87
29240 - Mathematical Technician	23.39
29361 - Paralegal/Legal Assistant I	18.38
29362 - Paralegal/Legal Assistant II	23.44
29363 - Paralegal/Legal Assistant III	28.68
29364 - Paralegal/Legal Assistant IV	34.69
29390 - Photooptics Technician	22.87
29480 - Technical Writer	25.08
29491 - Unexploded Ordnance (UXO) Technician I	18.97
29492 - Unexploded Ordnance (UXO) Technician II	22.96
29493 - Unexploded Ordnance (UXO) Technician III	27.51
29494 - Unexploded (UXO) Safety Escort	18.97
29495 - Unexploded (UXO) Sweep Personnel	18.97
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	12.94
31300 - Taxi Driver	10.99
31361 - Truckdriver, Light Truck	12.37
31362 - Truckdriver, Medium Truck	15.72
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.33
99030 - Cashier	8.53
99041 - Carnival Equipment Operator	11.78
99042 - Carnival Equipment Repairer	12.69
99043 - Carnival Worker	7.93
99050 - Desk Clerk	9.78
99095 - Embalmer	19.04
99300 - Lifeguard	9.97

99310 - Mortician	22.94
99350 - Park Attendant (Aide)	12.52
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.81
99500 - Recreation Specialist	15.94
99510 - Recycling Worker	14.06
99610 - Sales Clerk	10.49
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	16.41
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.60
99660 - Surveying Aide	10.20
99690 - Swimming Pool Operator	13.54
99720 - Vending Machine Attendant	10.43
99730 - Vending Machine Repairer	13.54
99740 - Vending Machine Repairer Helper	11.02

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

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

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

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

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

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

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

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to

ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

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

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

JUL-31-2003 13:25
 USPTO PROCUREMENT
 AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

783 388 5484 P. 02/04
 1. CONTRACT ID CODE Page
 1 of 2

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 07/30/2003	4. REQUISITION/PURCHASE REQ. NO. PROC010003	5. PROJECT NO. (if applicable)
6. ISSUED BY No Invoice Information U.S. Patent and Trademark Office, 2011 Crystal Drive, Suite 810 Arlington, VA 22202		7. ADMINISTERED BY (if other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and Zip Code) Chugach Systems Integration 490 E. 24th Avenue, Suite 200 Anchorage, AK 99502		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE		10A. MODIFICATION OF CONTRACT ORDER NO. SEPAPT101022	10B. DATED (SEE ITEM 11)
FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 11. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 9 and 10, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter includes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. BY WRITTEN TOR.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 45.103(D).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract number where feasible.) THE PURPOSE OF THIS ADMINISTRATIVE MODIFICATION IS TO ADD CLINs TO THE CONTRACT. ACCORDINGLY, THE FOLLOWING CLINs ARE ADDED TO THE CONTRACT:

CLINs 0027J, 0046J, 0081J, and 0084J for Space & Logistics Specialist.
 CLINs 0027K, 0046K, 0081K and 0084K for General Clerk IV

See attached page for breakdown by CLIN.

Signatures of contractor and contracting officer.

13A. NAME AND TITLE OF SIGNER (Type or print) Gordon M. Cole, President CS, LLC	13B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Zelma A. Papp
13C. CONTRACT NUMBER 0001	13D. DATE SIGNED 7/30/03
13E. UNITED STATES OF AMERICA BY: Zelma A. Papp (Signature of Contracting Officer)	13F. DATE SIGNED 07/30/2003

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

Page
1 of 2

2. AMENDMENT/MODIFICATION NO. 0006
 3. EFFECTIVE DATE 07/30/2003
 4. REQUISITION/PURCHASE REQ. NO. PROC0100233
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 17
 7. ADMINISTERED BY (If other than Item 6) CODE
 Issuing Office Information
 Patent and Trademark Office, 2011 Crystal Drive, Suite 810
 Arlington, VA 22202

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
 Chugach Systems Integration
 450 E. 34th Avenue, Suite 200
 Anchorage, AK 99502
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. 50PAPT101022 (X)
 10B. DATED (SEE ITEM 13) (X)
 CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 THE PURPOSE OF THIS ADMINISTRATIVE MODIFICATION IS TO ADD CLINs TO THE CONTRACT. ACCORDINGLY, THE FOLLOWING CLINs ARE ADDED TO THE CONTRACT:

CLINs 0027J, 0046J, 0065J, and 0084J for Space & Logistics Specialist,
 CLINs 0027K, 0046K, 0065K and 0084K for General Clerk IV

See attached page for breakdown by CLIN.

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

NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Zalma A. Ross
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. United States of America 16C. DATE SIGNED
 BY (Signature of person authorized to sign) (Signature of Contracting Officer) 07/30/2003

Line Item Summary	Document Number 50PAPT101022/0006	Title 52PAPT101022	Page 2 of 2
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Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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No Changed Line Item Fields

Previous Total: \$0.00
Modification Total: \$0.00
Grand Total: \$0.00

**CONTRACT NUMBER: 52-PAPT-1-10122
CHUGACH SYSTEMS INTEGRATION, LLC.
MODIFICATION 0006**

B.1 B- SUPPLIES OR SERVICES AND PRICES

B.2 SCHEDULE OF PRICES

OPTION YEAR ONE

Hourly rates from July 29, 2002 through July 28, 2003

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE	Shift
0027J	Space & Logistics Specialist	10	2000	\$ 91.05	Day
0027K	General Clerk IV	10	2000	\$ 37.11	Day

OPTION YEAR TWO

Hourly rates from July 29, 2003 through July 28, 2004

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE	Shift
0046J	Space & Logistics Specialist	10	2000	\$ 94.69	Day
0046K	General Clerk IV	10	2000	\$37.90	Day

OPTION YEAR THREE

Hourly rates from July 29, 2004 through July 28, 2005

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE	Shift
0065J	Space & Logistics Specialist	10	2000	\$98.48	Day
0065K	General Clerk IV	10	2000	\$38.97	Day

OPTION YEAR FOUR

Hourly rates from July 29, 2005 through July 28, 2006

CLIN	LABOR CATEGORY	MIN HOURS	MAX HOURS	RATE	Shift
0084J	Space & Logistics Specialist	10	2000	\$102.42	Day
0084K	General Clerk IV	10	2000	\$ 40.16	Day

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

Page
1 of 6

2. AMENDMENT/MODIFICATION NO. 0007	3. EFFECTIVE DATE 12/04/2003	4. REQUISITION/PURCHASE REQ. NO. PROC0100233	5. PROJECT NO. (If applicable)
6. ISSUED BY Information Contract and Trademark Office, 2011 Crystal Drive, Suite 810 Arlington, VA 22202		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Chugach Systems Integration 450 E. 34th Avenue, Suite 200 Anchorage, AK 99502	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. 50PAPT101022
	(X) 10B. DATED (SEE ITEM 13)

CODE * FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 THE PURPOSE OF THIS ADMINISTRATIVE MODIFICATION IS TO ADD THE CENTRAL CONTRACTOR REGISTRATION CLAUSES.

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

NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Zalma A. Ross	
CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. United States of America BY <i>Zalma A. Ross</i> (Signature of Contracting Officer)	16C. DATE SIGNED 12/04/2004
(Signature of person authorized to sign)			

**Line Item
Summary**

Document Number
50PAPT1010. 007

Title
52PAPT101022

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Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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No Changed Line Item Fields

Previous Total: \$0.00
Modification Total: \$0.00
Grand Total: \$0.00

Award/Contract Modification	Document No. 50PAPT101022/0007	Document Title 52PAPT101022	Page 3 of 6
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SECTION A -- SOLICITATION/CONTRACT FORM

A.1 SUMMARY OF CHANGES

Clause '52.204-07 Alt I - Central Contractor Registration Alternate I' has been added.

SECTION I -- CONTRACT CLAUSES

I.1 52.204-07 CENTRAL CONTRACTOR REGISTRATION ALTERNATE I OCTOBER 2003
ALT Ia) *Definitions.* As used in this clause-

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) The Contractor shall be registered in the CCR database by December 31, 2003. The Contractor shall maintain registration during performance and through final payment of this contract. (2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/ Modification of Contract, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at [http:// www.dnb.com](http://www.dnb.com); or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a

Award/Contract Modification	Document No. 50PAPT101022/0007	Document Title 52PAPT101022	Page 6 of 6
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minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

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1 of 2

2. AMENDMENT/MODIFICATION NO. 0008	3. EFFECTIVE DATE 12/18/2003	4. REQUISITION/PURCHASE REQ. NO. PROC0100233	5. PROJECT NO. (If applicable)
6. ISSUED BY Name: _____ Address: _____ Arlington, VA 22202		CODE 17	7. ADMINISTERED BY (If other than Item 6) CODE _____

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Chugach Systems Integration 450 E. 34th Avenue, Suite 200 Anchorage, AK 99502	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. 50PAPT101022
	(X) 10B. DATED (SEE ITEM 13)

CODE * FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
THE PURPOSE OF THIS MODIFICATION IS TO ADD THE FOLLOWING SECURITY CLAUSES. SEE ATTACHMENT NO. 1.

15. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Zalma A. Ross	
5B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. United States of America BY <u>Zalma A. Ross</u> (Signature of Contracting Officer)	16C. DATE SIGNED 12/18/2004

**Line Item
Summary**

Document Number
50PAPT10102 008

Title
52PAPT101022

Page
2 of 2

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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No Changed Line Item Fields

Previous Total: \$0.00
Modification Total: \$0.00
Grand Total: \$0.00

**MODIFICATION 0008
ATTACHMENT NO. 1**

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 per each individual task order. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the USPTO 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 USPTO, 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 obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof or data derivative there from, to unauthorized parties in contravention of these provisions without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

GOVERNMENT FURNISHED DATA (IF APPLICABLE)

The Government shall deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. GFD will be delivered to the Contractor as specified in each task order.

Title to GFD shall remain in the Government, and the Contractor shall use the GFD only in connection with this contract.

Upon completion or termination of this contract, the Contractor shall return to the Government all GFD.

RIGHTS IN DATA (IF APPLICABLE)

The Government shall have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, "software first produced in the performance of this contract" shall include, but not be limited to the following: non-COTS computer programs developed or previously developed and implemented by the Contractor in the performance of this contract, related computer data bases and documentation thereof, source code, object code, algorithms, library code, library routine, and technical data of all software first produced in the performance of this contract. For the purposes of this clause, "unlimited rights" shall mean the right of the USPTO, at no extra cost to the USPTO or recipients, to use, disclose, reproduce unlimited copies, prepare derivative works, distribute unlimited copies to the public and foreign government patent offices, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

SECRECY AND USAGE OF PATENT INFORMATION

Work under this contract does not affect the national security. However, patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-access basis.

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

Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or the patent application folders. All processing, storage or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO.

All personnel having access to patent application files or data or information concerning the same, must take the following at or affirmation, signed in writing:

"I do swear or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under this contract or at any time thereafter; and that I take this obligation freely, and without mental reservation or purpose of evasion."

Each employee's signed oath, or affirmation, shall be retained in the Contractor's file, subject to inspection by authorized Government representatives.

Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

CAR 1352.239-73- SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES

- (a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to USPTO's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause the term "Sensitive" is defined by the guidance set forth in:
- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>);
 - (2) The Office of Management and Budget (OMB) *Circular A-130, Appendix III, Security of Federal Automated Information Resources*, (<http://csrc.nist.gov/secplcy/a130app3.txt>) which states that there is a "presumption that all [general support systems] contain some sensitive information."; and
 - (3) *The Computer Security Act of 1987* (P.L. 100-235) (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 a of title 5, Unites States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

For purposes of this clause, the term "Classified" is defined by the guidance set forth in:

- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>).
- (2) The *DOC Security Manual, Chapter 18* (<http://www.osec.doc.gov/osy/>).
- (3) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of USPTO IT resources for all of the contractor's systems that are interconnected with a USPTO network or USPTO systems that are operated by the Contractor.

- (b) All Contractor personnel performing under this contract and Contractor equipment used to process or store USPTO data, or to connect to USPTO networks, must comply with the requirements contained in the USPTO IT Security Handbook.
- (c) For all Contractor-owned systems for which performance of the contract requires interconnection with a USPTO network or that USPTO data be stored or processed on them, the Contractor Shall:
 - (1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 *et seq.*) and the Federal Information Security Management Act of 2002, Pub. L. No. 107-347, 116 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296, 116 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51, 2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and USPTO policies and procedures that include, but are not limited to:
 - (a) OMB Circular A-130, *Management of Federal Information Resources*, Appendix III, *Security of Federal Automated Information Resources* (<http://csrc.nist.gov/secplcy/a130app3.txt>);
 - (b) National Institute of Standards and Technology Special Publication 800-18, *Guide for Developing Security Plans for Information Technology Systems* (<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>); and
 - (c) DOC Procedures and Guidelines in the *Information Technology Management Handbook* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>).
 - (d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and

(2) Within 14 days after contract award, the contractor shall submit for USPTO approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in USPTO Certification and Accreditation Technical Standard and Guideline. The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the USPTO IT Security Officer, shall be incorporated as part of the contract. USPTO will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process USPTO data or connect to USPTO networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined above may result in termination of the contract.

(d) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

CAR 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS/SUBCONTRACTOR PERSONNEL FOR ACCESSING USPTO AUTOMATED INFORMATION SYSTEMS

Contractor personnel requiring any access to AISs operated by the Contractor for USPTO or interconnected to a USPTO network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security*

Processing Requirements for Service Contracts. USPTO shall provide screening using standard personnel screening forms, which the Contractor shall submit to the USPTO Contracting Officer's Technical Representative (COTR) based on the following guidance:

- 1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with "global access" to an automated information AIS require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.
- 2) Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work do not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject's start of work on the contract, regardless of the expected duration of the contract.
- 3) Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject's start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject's start of work on the contract.
- 4) Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days but is less than 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.
- 5) Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract.

The security forms may be obtained from USPTO Office of Security. At the option of the government, interim access to USPTO AISs may be granted pending favorable completion of a pre-employment check. Final access may be granted only on completion of an appropriate investigation based upon the risk level assigned to the contract.

(b) Within 5 days of contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in USPTO IT Security policies, procedures, computer ethics, and best practices, in accordance with the USPTO Training Policy. The COTR will inform the Contractor of any other available USPTO training resources.

(c) Within 5 days of contract award, the Contractor shall provide the COTR with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulation (CAR), 1352.209-72, *Restrictions Against Disclosures*.

(d) The Contractor shall afford USPTO, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of USPTO data or to the function of computer AISs operated on behalf of USPTO, and to preserve evidence of computer crime.

(b) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require security processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer's Technical Representative (COTR) and/or the USPTO Security Office.)

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

Page
1 of 7

2. AMENDMENT/MODIFICATION NO. 3	3. EFFECTIVE DATE 03/24/2004	4. REQUISITION/PURCHASE REQ. NO. PROC0100233	5. PROJECT NO. (If applicable)
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6. ISSUED BY No Invoice Information U.S. Patent and Trademark Office, 2011 Crystal Drive, Suite 810 Arlington, VA 22202	CODE 17	7. ADMINISTERED BY (If other than Item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Chugach Systems Integration 450 E. 34th Avenue, Suite 200 Anchorage, AK 99502	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. 50PAPT101022
	(X) 10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the Issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 THE PURPOSE OF THIS ADMINISTRATIVE MODIFICATION IS TO ADD THE SECURITY CLAUSES. SEE ATTACHED PAGES FOR CLAUSES.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Zalma A. Ross	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. United States of America BY <u>Zalma A. Ross</u> (Signature of Contracting Officer)	16C. DATE SIGNED
(Signature of person authorized to sign)			

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Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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No Changed Line Item Fields

Previous Total: \$0.00
Modification Total: \$0.00
Grand Total: \$0.00

Award/Contract Modification	Document No. 50PAPT101022/0009	Document Title 52PAPT101022	Page 3 of 7
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A.3	Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items Alternate I	4

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SECTION A -- SOLICITATION/CONTRACT FORM

A.1 SUMMARY OF CHANGES

Clause '52.212-05 Alt I - Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items Alternate I' has been edited.
The free form item 'SECURITY CLAUSES has been added.

A.2 SECURITY CLAUSES

**A.3 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO FEBRUARY 2000
ALT I IMPLEMENT STATUTES OR EXECUTIVE ORDERS -
COMMERCIAL ITEMS ALTERNATE I**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Test after Award (AUG 1996) (31 U.S.C. 3553).

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

[Contracting Officer shall check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995, with Alternate I (OCT 1995) (41U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

___ (4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) of 52.219-5.

___ (iii) Alternate II (JUNE 2003) of 52.219-5.

___ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6) (i) 52.219-7 Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

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- (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (14) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212)
- (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C.6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act—Supplies (JUNE 2003) (41 U.S.C. 10a - 10d).
- (22)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2004) (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (24) 52.225-13, Restriction on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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- ___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (29) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (30) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- ___ (ii) Alternate I APR 1984) of 52.247-64.

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

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

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

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontractors that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

___ 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

2. AMENDMENT/MODIFICATION NO. 0010	3. EFFECTIVE DATE 05/28/2004	4. REQUISITION/PURCHASE REQ. NO. PROC0100233	5. PROJECT NO. (If applicable)
ED BY U.S. Patent and Trademark Office, 2011 Crystal Drive, Suite 810 Arlington, VA 22202		CODE 17	7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Chugach Systems Integration 450 E. 34th Avenue, Suite 200 Anchorage, AK 99502	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. 50PAPT101022
	(X) 10B. DATED (SEE ITEM 13)
CODE *	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

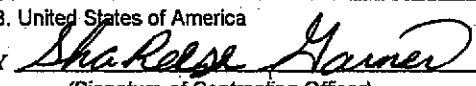
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

OPTION	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Section G.3 of the Contract

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 THE PURPOSE OF THIS ADMINISTRATIVE MODIFICATION IS TO CHANGE THE CONTRACT DEPUTY COTR FROM MARLA ROBINSON TO AMBER OSTRUP.

 (SEE ATTACHED NEW COTR APPOINTMENT LETTER)

provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Shareese Garner
15B. CONTRACTOR/OFFEROR	16B. United States of America
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 05/28/2004

Line Item Summary	Document Num: 50PAPT101022/10	Title 52PAPT101022	Page 2 of 2
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Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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<p>No Changed Line Item Fields</p> <div style="text-align: right; margin-top: 200px;"> <p>Previous Total: \$0.00</p> <p>Modification Total: \$0.00</p> <p>Grand Total: \$0.00</p> </div>						
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May 28, 2004

MEMORANDUM FOR: Amber Ostrup

FROM: ShaResse Garner
Contracting Officer

SUBJECT: Appointment of and Instruction to Contracting Officer's Technical Representative

You are hereby appointed the Deputy Contracting Officer's Technical Representative (COTR) for Fixed Price Contract Number DOC50PAPT101022, and all orders issued under it, with Chugach Systems Integration. You are requested to sign the last page of this memorandum and return it to this office to acknowledge your appointment as COTR and your receipt of this memorandum.

The Contracting Officer (CO) is the exclusive agent of the Government with authority to enter into and administer contracts. Thus, the CO has the responsibility to see that all requirements of law and regulation are followed. However, as the CO's representative you are delegated the authority to monitor the technical effort being performed under this contract. You should familiarize yourself with the requirements of the contract, and communicate with the Contractor as necessary to ensure the contractor is making satisfactory progress in performance of the contract. Other than the CO, you are the only Government employee who may direct the flow of technical matters between the Government and the Contractor.

A contract is a legally enforceable agreement that contains the rights and remedies of the parties. If the Contractor deviates from the terms of the contract, it is a matter between the Government (represented by the CO) and the Contractor. You must keep the CO fully informed so that legally effective solutions can be applied to problems as they develop. Your suggestions to the Contractor may be construed as instructions and lead to claims for additional compensation or to a release of the Contractor from its obligations under the contract. Suggestions sometimes work out, but often lead to misunderstandings. Therefore, while you can and must make technical decisions, do not take any contract administration actions unless they are clearly authorized by this appointment.

Your responsibilities as the COTR are to:

1. Maintain an arms length relationship with the contractor in the interest of procurement integrity as well as sound contract management.
2. Keep the CO fully informed of any technical or contractual difficulties encountered during performance. You should also advise the CO of any potential problem areas under the contract.
3. Assure the CO that the Contractor is performing the technical requirement of the contract in accordance with the contract terms, conditions and specifications.
4. Inform the Contractor of failures to comply with the technical requirements of this contract, and inform the CO of any failures to do so, particularly if the Contractor does not make corrections.
5. Coordinate site entry for Contractor personnel, if applicable.
6. Ensure that Government furnished property, if any, is available when required, and report any accountable property to the appropriate property personnel.
7. Ensure that all required items, documentation, data, and/or reports are submitted to you as required by contract. If additional time is required by the Contractor, the Contractor should submit a formal request for a time extension to the CO through you. You should indicate your concurrence or state the reasons why you do not concur, and forward the request to the CO for action.
8. Evaluate proposals for and participate in negotiation of changes, modifications and claims at the request of the CO.
9. Review vouchers for cost-reimbursement type work and recommend approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure.
10. Review and approve invoices for fixed-price deliverables to ensure receipt of the goods and services.
11. Process all invoices and vouchers in a timely manner in accordance with the Prompt Payment Act.

12. Document actions taken and decisions that you have made as the COTR, and maintain adequate records to sufficiently describe the performance of your duties as COTR during the life of this contract. As a minimum, the COTR file should contain copies of the following:

- a. COTR appointment memorandum and acknowledge.
- b. Contract and any modifications.
- c. All contract correspondence.
- d. Records of COTR inspections.
- e. Records of conversations with the contractor.
- f. Invoices/vouchers.

13. Provide the CO with a copy of any correspondence you send to the Contractor.

14. If the contract is for construction or services and you visit the site where work is being performed, check to see that the Department of Labor and Equal Employment Opportunity posters and applicable wage determination rates are posted in full view of employees.

15. Perform final inspection and acceptance of all work required under the contract, including the review and approval process of reports and assist the CO with contract closeout activities as requested.

16. Preparing any required reports on contractor performance.

In your capacity as COTR you DO NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. All contractual agreements, commitments, or modifications shall be made only by the CO.
2. Make any commitments or otherwise obligate the Government, or to make changes to the contract.
3. Grant deviations from or waive any of the terms and conditions of the contract.
4. Impose or place a demand upon the Contractor to perform any task or permit any substitution not specifically provided for in the contract.
5. Increase the dollar limit of the contract, or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds.

6. Give direction to the Contractor or to the employees of the Contractor except as provided for in the contract.
7. Change the period of performance.
8. Authorize the purchase of equipment, except as required under the contract.
9. Authorize the furnishing of Government property, except as required under the contract.
10. Authorize subcontracting or the use of consultants.
11. Approve shifts of funding between line items of the budget.
12. Approve travel and relocation expense over and above that provided for in the contract.
13. Authorize the use of overtime, unless specifically provided for in the terms and conditions of the contract.

Your designation as COTR shall remain in effect through the life of the contract unless sooner revoked by the CO, and any such revocation of the designation shall be in writing. If your designation is revoked for any reason before completion of this contract, turn your records over to the successor COTR or obtain disposition instructions from the CO. If you are reassigned or separated from service, request termination and relief from the CO sufficiently in advance of your reassignment or separation to permit timely selection and designation of a successor COTR.

If you have or may have direct or indirect financial interests which would place you in a position where there is a conflict between your private interest and public interests of the United States, you shall immediately advise your supervisor and the CO of the conflict so that appropriate action may be take. You shall avoid the appearance of such conflict to maintain public confidence in the Government's conduct of business with the private sector.

As an indication that you have read, understand and agree to comply with your COTR role and responsibilities, please complete the next page of this memorandum and return it to the Contracting Officer within 7 calendar days of the date of this appointment.

Any questions or comments concerning this appointment should be directed to ShaReese Garner at 703 305-8016.

MEMORANDUM FOR: ShaReese Garner
Contracting Officer

The undersigned acknowledges the COTR appointment on No. DOC50PAPT101022, and accepts the duties, responsibilities and limitations described in the appointment memorandum.

The Contracting Officer reserves the authority to cancel COTR appointments in accordance with conditions set forth in the Department of Commerce Certification Program.


Amber Ostrup, COTR

5/28/04
Date



UNITED STATES PATENT AND TRADEMARK OFFICE

Chief Financial Officer and Chief Administrative Officer

Date: 26 May 2004

To: USPTO Contracting Officer's Technical Representatives (COTR's)

From: Kelli Stillwagon *Stillwagon*
Office of Procurement

Subject: COTR Certification

Attached you will find a signed Certificate of Eligibility to be a Contracting Officer's Technical Representative (COTR) from the new Director of the Office of Procurement, Michael J. Anastasio, Jr. To be eligible for this certification, you were required to complete a 40-hour COTR course and submit a copy of the Certificate of Training from the course to the Office of Procurement.

Please notice on the bottom of your COTR Certificate there is an expiration date. This date is computed from the last day of your training class plus three years. At the end of those three years, you must have completed an 8-hour refresher course directly relating to procurement. Please be sure you keep track of your expiration date so you can complete the required training prior to the expiration of your certificate.

There are two training institutions we refer employees to for COTR training and the refresher course. The first is Management Concepts, Inc. (MCI) which is located in Vienna, VA (just down Route 7 from Tyson's Mall). They also hold courses in Washington, DC. Their telephone number is (703) 790-9595 and their web site is www.managementconcepts.com.

The other organization that provides refresher training is the LEADS Corporation. They have provided training on site in Crystal City in the past. Unfortunately, we do not have a catalog that provides training dates or other locations. Edward Rinkavage is the point of contact at LEADS and is in charge of the training. His telephone number is (703) 284-8371.

If you have any questions regarding the above information, please contact Kelli Stillwagon in the Office of Procurement at (703) 305-8015.

Thank you.

2. AMENDMENT/MODIFICATION NO. 0011	3. EFFECTIVE DATE 07/27/2004	4. REQUISITION/PURCHASE REQ. NO. See Funding Detail	5. PROJECT NO. (if applicable)
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6. ISSUED BY No Invoice Information U.S. Patent and Trademark Office, 2011 Crystal Drive, Suite 810 Arlington, VA 22202	CODE 17	7. ADMINISTERED BY (if other than item 6)	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Chugach Systems Integration 480 E. 34th Avenue, Suite 200 Anchorage, AK 99502	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT ORDER NO. 50PAPT101022
	10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or its amendment, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
- - A - - - - - \$D.00

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) THE PURPOSE OF THIS MODIFICATION IS TO EXERCISE OPTION YEAR THREE, ADD REVISD WAGE DERTERMINATION, AND ADD CHANGES FOR ONE LABOR CATEGORY AS FOLLOWS:

- a. OPTION YEAR THREE IS EXERCISED FOR THE PERIOD OF JULY 29, 2004 THRU JULY 28, 2005.
- b. WAGE DETERMINATION NUMBER: 1994-2103 DATED MAY 27, 2004, PAGES 1 THRU 11 IS ATTACHED.
- c. THE DATA ENTRY POSITION WHICH FALLS UNDER "COMPUTER OPERATOR II" HAS CHANGED FROM \$15.82 PER HOUR TO \$16.50 PER HOUR.

Except as provided herein, all terms and conditions of the document referenced in item 2A or 10A, as hereof are changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Geraldine M. Cole, President Chugach Systems Integration, LLC	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Shareese Garner
15B. CONTRACTOR/OFFEROR <i>Geraldine M. Cole</i> (Signature of person authorized to sign)	16B. United States of America BY <i>Shareese Garner</i> (Signature of Contracting Officer)
15C. DATE SIGNED 7/30/04	16C. DATE SIGNED 07/27/2004

**Line Item
Summary**

Document Number
50PAPT101022/0011

Title
52PAPT101022

Page
2 of 3

's Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category
Division Closed FYs Cancelled Fund

Line Item Number Description Delivery Date (Start date to End date) Quantity Unit of Issue Unit Price Total Cost

No Changed Line Item Fields

Previous Total: \$0.00
Modification Total: \$0.00
Grand Total: \$0.00

**Contract Level
Funding Summary**

Document Number
50PAPT101022/0011

Title
52PAPT101022

Page
3 of 3

Funding Strip Code

Change in Funded Amount

\$0.00

Reference Requisition: PROC0400286

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

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

William W. Gross
Director

Division of Wage
Determinations

Wage Determination No.: 1994-2103

Revision No.: 32

Date of Last Revision: 05/27/2004

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

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

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

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	11 .73
01012 - Accounting Clerk II	12 .75
01013 - Accounting Clerk III	14 .49
01014 - Accounting Clerk IV	16 .50
01030 - Court Reporter	16 .50
01050 - Dispatcher, Motor Vehicle	16 .50
01060 - Document Preparation Clerk	12 .75
01070 - Messenger (Courier)	10 .23
01090 - Duplicating Machine Operator	12 .75
01110 - Film/Tape Librarian	14 .65
01115 - General Clerk I	11 .68
01116 - General Clerk II	13 .72
01117 - General Clerk III	15 .32
01118 - General Clerk IV	18 .74
01120 - Housing Referral Assistant	19 .04
01131 - Key Entry Operator I	11 .73
01132 - Key Entry Operator II	12 .75
01191 - Order Clerk I	14 .74
01192 - Order Clerk II	16 .29
01261 - Personnel Assistant (Employment) I	13 .05
01262 - Personnel Assistant (Employment) II	14 .49
01263 - Personnel Assistant (Employment) III	16 .50
01264 - Personnel Assistant (Employment) IV	19 .60
01270 - Production Control Clerk	17 .82

01290 - Rental Clerk	15 .42
01300 - Scheduler, Maintenance	15 .26
01311 - Secretary I	15 .26
01312 - Secretary II	16 .56
01313 - Secretary III	19 .04
01314 - Secretary IV	20 .52
01315 - Secretary V	23 .47
01320 - Service Order Dispatcher	15 .82
01341 - Stenographer I	14 .68
01342 - Stenographer II	16 .47
01400 - Supply Technician	20 .52
01420 - Survey Worker (Interviewer)	14 .94
01460 - Switchboard Operator-Receptionist	10 .96
01510 - Test Examiner	16 .56
01520 - Test Proctor	16 .56
01531 - Travel Clerk I	11 .63
01532 - Travel Clerk II	12 .49
01533 - Travel Clerk III	13 .41
01611 - Word Processor I	12 .75
01612 - Word Processor II	14 .49
01613 - Word Processor III	16 .65

03000 - Automatic Data Processing Occupations

03010 - Computer Data Librarian	14 .15
03041 - Computer Operator I	14 .49
03042 - Computer Operator II	16 .50
03043 - Computer Operator III	18 .60
03044 - Computer Operator IV	20 .52
03045 - Computer Operator V	23 .22
03071 - Computer Programmer I (1)	19 .64
03072 - Computer Programmer II (1)	23 .33
03073 - Computer Programmer III (1)	27 .62
03074 - Computer Programmer IV (1)	27 .62
03101 - Computer Systems Analyst I (1)	27 .62
03102 - Computer Systems Analyst II (1)	27 .62
03103 - Computer Systems Analyst III (1)	27 .62
03160 - Peripheral Equipment Operator	14 .49

05000 - Automotive Service Occupations

05005 - Automotive Body Repairer, Fiberglass	22 .73
05010 - Automotive Glass Installer	17 .88
05040 - Automotive Worker	17 .88
05070 - Electrician, Automotive	18 .95

05100 - Mobile Equipment Servicer	15 .69
05130 - Motor Equipment Metal Mechanic	19 .98
05160 - Motor Equipment Metal Worker	17 .88
05190 - Motor Vehicle Mechanic	20 .07
05220 - Motor Vehicle Mechanic Helper	16 .81
05250 - Motor Vehicle Upholstery Worker	17 .88
05280 - Motor Vehicle Wrecker	17 .88
05310 - Painter, Automotive	18 .95
05340 - Radiator Repair Specialist	17 .88
05370 - Tire Repairer	14 .43
05400 - Transmission Repair Specialist	19 .98

07000 - Food Preparation and Service Occupations

(not set) - Food Service Worker	9 .01
07010 - Baker	11 .87
07041 - Cook I	10 .93
07042 - Cook II	12 .46
07070 - Dishwasher	9 .76
07130 - Meat Cutter	16 .07
07250 - Waiter/Waitress	8 .59

09000 - Furniture Maintenance and Repair Occupations

09010 - Electrostatic Spray Painter	18 .05
09040 - Furniture Handler	12 .55
09070 - Furniture Refinisher	18 .05
09100 - Furniture Refinisher Helper	13 .85
09110 - Furniture Repairer, Minor	16 .01
09130 - Upholsterer	18 .05

11030 - General Services and Support Occupations

11030 - Cleaner, Vehicles	9 .67
11060 - Elevator Operator	9 .79
11090 - Gardener	14 .27
11121 - House Keeping Aid I	9 .83
11122 - House Keeping Aid II	10 .32
11150 - Janitor	10 .12
11210 - Laborer, Grounds Maintenance	11 .65
11240 - Maid or Houseman	9 .83
11270 - Pest Controller	12 .44
11300 - Refuse Collector	11 .69
11330 - Tractor Operator	14 .00
11360 - Window Cleaner	10 .51

12000 - Health Occupations

12020 - Dental Assistant	16 .90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14 .39
12071 - Licensed Practical Nurse I	15 .86
12072 - Licensed Practical Nurse II	17 .79
12073 - Licensed Practical Nurse III	19 .92
12100 - Medical Assistant	12 .94
12130 - Medical Laboratory Technician	16 .07
12160 - Medical Record Clerk	13 .60
12190 - Medical Record Technician	14 .97
12221 - Nursing Assistant I	9 .31
12222 - Nursing Assistant II	10 .48
12223 - Nursing Assistant III	11 .94
12224 - Nursing Assistant IV	13 .40
12250 - Pharmacy Technician	11 .84
12280 - Phlebotomist	12 .33
12311 - Registered Nurse I	24 .92
12312 - Registered Nurse II	28 .94
12313 - Registered Nurse II, Specialist	28 .94
12314 - Registered Nurse III	34 .48
12315 - Registered Nurse III, Anesthetist	34 .48
12316 - Registered Nurse IV	41 .33

13000 - Information and Arts Occupations

13002 - Audiovisual Librarian	20 .85
13011 - Exhibits Specialist I	17 .98
13012 - Exhibits Specialist II	23 .33
13013 - Exhibits Specialist III	27 .29
13041 - Illustrator I	18 .73
13042 - Illustrator II	23 .42
13043 - Illustrator III	28 .82
13047 - Librarian	23 .59
13050 - Library Technician	17 .18
13071 - Photographer I	14 .67
13072 - Photographer II	17 .18
13073 - Photographer III	21 .52
13074 - Photographer IV	26 .05
13075 - Photographer V	29 .15

15000 - Laundry, Dry Cleaning, Pressing and Related Occupations

15010 - Assembler	8 .71
15030 - Counter Attendant	8 .71
15040 - Dry Cleaner	10 .03

15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	10.77
15220 - Tailor	12.43
15250 - Washer, Machine	9.31

19000 - Machine Tool Operation and Repair Occupations

19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05

21000 - Material Handling and Packing Occupations

21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	18.47
21030 - Material Expediter	18.47
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	14.58
21080 - Production Line Worker (Food Processing)	14.48
21100 - Shipping/Receiving Clerk	13.09
21130 - Shipping Packer	13.09
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	15.76

23000 - Mechanics and Maintenance and Repair Occupations

23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.68
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	17.65
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87

23260 - Fabric Worker	16 .55
23290 - Fire Alarm System Mechanic	19 .98
23310 - Fire Extinguisher Repairer	15 .69
23340 - Fuel Distribution System Mechanic	20 .93
23370 - General Maintenance Worker	17 .28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19 .61
23430 - Heavy Equipment Mechanic	19 .98
23440 - Heavy Equipment Operator	20 .76
23460 - Instrument Mechanic	19 .98
23470 - Laborer	12 .97
23500 - Locksmith	18 .95
23530 - Machinery Maintenance Mechanic	20 .51
23550 - Machinist, Maintenance	21 .52
23580 - Maintenance Trades Helper	14 .54
23640 - Millwright	21 .67
23700 - Office Appliance Repairer	18 .95
23740 - Painter, Aircraft	21 .29
23760 - Painter, Maintenance	18 .95
23790 - Pipefitter, Maintenance	22 .12
23800 - Plumber, Maintenance	20 .99
23820 - Pneudraulic Systems Mechanic	19 .98
23850 - Rigger	19 .98
23870 - Scale Mechanic	17 .88
23890 - Sheet-Metal Worker, Maintenance	19 .98
23910 - Small Engine Mechanic	20 .05
23930 - Telecommunication Mechanic I	21 .35
23931 - Telecommunication Mechanic II	22 .50
23950 - Telephone Lineman	20 .93
23960 - Welder, Combination, Maintenance	19 .98
23965 - Well Driller	19 .98
23970 - Woodcraft Worker	19 .98
23980 - Woodworker	15 .32
 24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11 .37
24580 - Child Care Center Clerk	15 .86
24600 - Chore Aid	9 .29
24630 - Homemaker	16 .45
 25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22 .20
25040 - Sewage Plant Operator	19 .52
25070 - Stationary Engineer	22 .20

25190 - Ventilation Equipment Tender	13 .85
25210 - Water Treatment Plant Operator	19 .72
27000 - Protective Service Occupations	
(not set) - Police Officer	22 .74
27004 - Alarm Monitor	16 .79
27006 - Corrections Officer	17 .69
27010 - Court Security Officer	20 .31
27040 - Detention Officer	18 .29
27070 - Firefighter	20 .59
27101 - Guard I	10 .46
27102 - Guard II	13 .78
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18 .44
28020 - Hatch Tender	18 .44
28030 - Line Handler	18 .44
28040 - Stevedore I	17 .34
28050 - Stevedore II	19 .56
29000 - Technical Occupations	
21150 - Graphic Artist	20 .74
29010 - Air Traffic Control Specialist, Center (2)	30 .83
29011 - Air Traffic Control Specialist, Station (2)	21 .26
29012 - Air Traffic Control Specialist, Terminal (2)	23 .42
29023 - Archeological Technician I	15 .52
29024 - Archeological Technician II	17 .35
29025 - Archeological Technician III	21 .94
29030 - Cartographic Technician	23 .33
29035 - Computer Based Training (CBT) Specialist/ Instructor	28 .42
29040 - Civil Engineering Technician	21 .52
29061 - Drafter I	13 .01
29062 - Drafter II	16 .29
29063 - Drafter III	18 .30
29064 - Drafter IV	23 .33
29081 - Engineering Technician I	16 .15
29082 - Engineering Technician II	18 .75
29083 - Engineering Technician III	22 .54
29084 - Engineering Technician IV	25 .86
29085 - Engineering Technician V	31 .62
29086 - Engineering Technician VI	38 .26
29090 - Environmental Technician	19 .29
29100 - Flight Simulator/Instructor (Pilot)	22 .59

29160 - Instructor	24 .57
29210 - Laboratory Technician	18 .56
29240 - Mathematical Technician	23 .44
29361 - Paralegal/Legal Assistant I	20 .03
29362 - Paralegal/Legal Assistant II	24 .82
29363 - Paralegal/Legal Assistant III	30 .35
29364 - Paralegal/Legal Assistant IV	36 .73
29390 - Photooptics Technician	23 .33
29480 - Technical Writer	25 .95
29491 - Unexploded Ordnance (UXO) Technician I	19 .59
29492 - Unexploded Ordnance (UXO) Technician II	23 .71
29493 - Unexploded Ordnance (UXO) Technician III	28 .41
29494 - Unexploded (UXO) Safety Escort	19 .59
29495 - Unexploded (UXO) Sweep Personnel	19 .59
29620 - Weather Observer, Senior (3)	21 .32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18 .30
29622 - Weather Observer, Upper Air (3)	18 .30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15 .95
31260 - Parking and Lot Attendant	8 .62
31290 - Shuttle Bus Driver	13 .45
31300 - Taxi Driver	12 .09
31361 - Truckdriver, Light Truck	13 .45
31362 - Truckdriver, Medium Truck	17 .09
31363 - Truckdriver, Heavy Truck	18 .40
31364 - Truckdriver, Tractor-Trailer	18 .40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9 .53
99030 - Cashier	8 .93
99041 - Carnival Equipment Operator	12 .35
99042 - Carnival Equipment Repairer	13 .30
99043 - Carnival Worker	8 .31
99050 - Desk Clerk	9 .78
99095 - Embalmer	19 .04
99300 - Lifeguard	10 .30
99310 - Mortician	23 .79
99350 - Park Attendant (Aide)	12 .93
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10 .11
99500 - Recreation Specialist	15 .94
99510 - Recycling Worker	15 .47
99610 - Sales Clerk	10 .84

99620 - School Crossing Guard (Crosswalk Attendant)	11 .37
99630 - Sport Official	11 .24
99658 - Survey Party Chief (Chief of Party)	18 .05
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17 .16
99660 - Surveying Aide	11 .22
99690 - Swimming Pool Operator	13 .93
99720 - Vending Machine Attendant	10 .73
99730 - Vending Machine Repairer	13 .93
99740 - Vending Machine Repairer Helper	11 .34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

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

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

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

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

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

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

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

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

small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

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

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's

recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

2. AMENDMENT/MODIFICATION NO. 0012		3. EFFECTIVE DATE 08/24/2004		4. REQUISITION/PURCHASE REQ. NO. See Funding Detail		5. PROJECT NO. (if applicable)	
6. ISSUED BY No Invoice Information U.S. Patent and Trademark Office, 2011 Crystal Drive, Suite 819 Arlington, VA 22202				7. ADMINISTERED BY (if other than Item 6) CODE		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Chugach Systems Integration 450 E. 34th Avenue, Suite 200 Anchorage, AK 99502				9A. AMENDMENT OF SOLICITATION NO.			
CODE *				9B. DATED (SEE ITEM 11)			
FACILITY CODE				10A. MODIFICATION OF CONTRACT/ORDER NO. 00PAPT101022			
				10B. DATED (SEE ITEM 11)			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 10, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE BY THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.105(a).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Changes made to the clauses of the contract

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification to contract number 00-PAPT-1-01022 is to incorporate new Section B, and the latest Department of Labor Wage Determination. Accordingly, said contract is hereby modified as follows:

1. As a result of the incorporation of Department of Labor Wage Determination No. 04-2103, Revision 32, dated May 27, 2004, a new Section B, "Supplies or Services Prices/Costs" is hereby provided as an attachment to the contract modification for incorporation into the subject contract. As a result of this modification the labor rates for Option Period Three and Four have been revised. The new labor rates are retroactive to the period of performance that commenced July 29, 2004 and are valid through the end date of July 29, 2005.

Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.

- a. SCHEDULE B FOR OPTION YEAR THREE ATTACHED.
- b. WAGE DETERMINATION NUMBER : 1994-2103 DATED MAY 27, 2004 PAGES 1 THRU 11 IS ATTACHED.

Except as provided herein, all terms and conditions of the document contained in Item 8A or 10A, as applicable changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Geraldine M. Cole, President Chugach Systems Integration, LLC		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Shawna Gamet	
15B. CONTRACTOR/OFFEROR <i>Geraldine M. Cole</i> (Signature of person authorized to sign)		16B. United States of America BY <i>Shawna Gamet</i> (Signature of Contracting Officer)	
15C. DATE SIGNED 8/31/04		16C. DATE SIGNED 08/24/2004	

Line Item Summary	Document Number 50PAPT101022/0012	Title 52PAPT101022	Page 2 of 2
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Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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No Changed Line Item Fields

Previous Total: \$0.00
Modification Total: \$0.00
Grand Total: \$0.00

THE PTO POINT OF CONTACT FOR THIS ORDER IS MS. SHAREESE GARNER, CONTRACTING OFFICER, MS. AMBER OSTRUP, COTR AT 703-305-2816.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.6 SCHEDULE OF PRICES

CLIN	LABOR CATEGORY	HOURLY RATE				
		A BASE (YEAR 1)	B OPTION I (YEAR 2)	C OPTION II (YEAR 3)	D OPTION III (YEAR 4)	E OPTION IV (YEAR 5)
REGULAR TIME:						
1	PROJECT MANAGER	\$94.11	\$98.35	\$103.03	\$62.78	\$66.06
2	DATA ENTRY CLERK	\$28.12	\$29.89	\$30.66	\$34.58	\$35.75
3	CLERK I	\$22.23	\$23.73	\$24.49	\$26.82	\$28.06
4	CLERK II	\$25.14	\$26.77	\$27.53	\$30.22	\$31.37
5	CLERK III	\$28.34	\$30.12	\$30.89	\$33.02	\$34.19
6	CLERK IV		\$37.11	\$37.90	\$38.97	\$40.16
7	PROGRAM ANALYST I	\$35.51	\$37.76	\$39.80	\$42.21	\$44.79
8	PROGRAM ANALYST II	\$42.09	\$44.66	\$47.00	\$49.72	\$52.66
9	PROGRAM ANALYST III	\$56.28	\$59.55	\$62.52	\$65.94	\$69.62
NIGHT SHIFT:						
20	DATA ENTRY CLERK	\$30.38	\$32.25	\$33.03	\$37.22	\$38.41
21	CLERK II	\$27.11	\$28.83	\$29.60	\$32.46	\$33.63
22	CLERK III	\$30.67	\$32.55	\$33.33	\$35.58	\$37.30

CLIN	LABOR CATEGORY	HOURLY RATE				
		A BASE (YEAR 1)	B OPTION I (YEAR 2)	C OPTION II (YEAR 3)	D OPTION III (YEAR 4)	E OPTION IV (YEAR 5)
OVERTIME:						
30	PROJECT MANAGER	NA	NA	NA	N/A	N/A
31	DATA ENTRY CLERK (DAY)	\$28.73	\$28.78	\$28.82	\$32.60	\$32.67
31(a)	DATA ENTRY CLERK (NIGHT)	\$31.60	\$31.65	\$31.71	\$35.86	\$35.93
32	CLERK I (DAY)	\$21.26	\$21.30	\$21.33	\$23.21	\$23.25
32(a)	CLERK I (NIGHT)	\$23.39	\$23.43	\$23.46	\$25.53	\$25.58
33	CLERK II (DAY)	\$24.96	\$25.01	\$25.05	\$27.26	\$27.31
33(a)	CLERK II (NIGHT)	\$27.46	\$27.51	\$27.55	\$29.99	\$30.04
34	CLERK III (DAY)	\$29.03	\$29.08	\$29.12	\$30.60	\$30.66
34(a)	CLERK III (NIGHT)	\$31.93	\$31.99	\$32.04	\$33.66	\$33.72
35	PROGRAM ANALYST I	\$24.54	\$28.67	\$29.86	\$31.11	\$32.40
36	PROGRAM ANALYST II	\$29.91	\$34.94	\$36.39	\$37.90	\$39.49
37	PROGRAM ANALYST III	\$41.47	\$48.43	\$50.45	\$52.55	\$54.75
50	MATERIAL HANDLING COST	15.93%	15.93%	15.93%	15.93%	15.93%

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210William W. Gross
DirectorDivision of Wage
Determinations

Wage Determination No.: 1994-2103

Revision No.: 32

Date of Last Revision: 05/27/2004

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William,
Stafford****Fringe Benefits Required Follow the Occupational Listing******OCCUPATION CODE - TITLE****MINIMUM WAGE RATE****01000 - Administrative Support and Clerical Occupations**

01011 - Accounting Clerk I	11 .73
01012 - Accounting Clerk II	12 .75
01013 - Accounting Clerk III	14 .49
01014 - Accounting Clerk IV	16 .50
01030 - Court Reporter	16 .50
01050 - Dispatcher, Motor Vehicle	16 .50
01060 - Document Preparation Clerk	12 .75
01070 - Messenger (Courier)	10 .23
01090 - Duplicating Machine Operator	12 .75
01110 - Film/Tape Librarian	14 .65
01115 - General Clerk I	11 .68
01116 - General Clerk II	13 .72
01117 - General Clerk III	15 .32
01118 - General Clerk IV	18 .74
01120 - Housing Referral Assistant	19 .04
01131 - Key Entry Operator I	11 .73
01132 - Key Entry Operator II	12 .75
01191 - Order Clerk I	14 .74
01192 - Order Clerk II	16 .29
01261 - Personnel Assistant (Employment) I	13 .05
01262 - Personnel Assistant (Employment) II	14 .49
01263 - Personnel Assistant (Employment) III	16 .50
01264 - Personnel Assistant (Employment) IV	19 .60
01270 - Production Control Clerk	17 .82

01290 - Rental Clerk	15 .42
01300 - Scheduler, Maintenance	15 .26
01311 - Secretary I	15 .26
01312 - Secretary II	16 .56
01313 - Secretary III	19 .04
01314 - Secretary IV	20 .52
01315 - Secretary V	23 .47
01320 - Service Order Dispatcher	15 .82
01341 - Stenographer I	14 .68
01342 - Stenographer II	16 .47
01400 - Supply Technician	20 .52
01420 - Survey Worker (Interviewer)	14 .94
01460 - Switchboard Operator-Receptionist	10 .96
01510 - Test Examiner	16 .56
01520 - Test Proctor	16 .56
01531 - Travel Clerk I	11 .63
01532 - Travel Clerk II	12 .49
01533 - Travel Clerk III	13 .41
01611 - Word Processor I	12 .75
01612 - Word Processor II	14 .49
01613 - Word Processor III	16 .65

03000 - Automatic Data Processing Occupations

03010 - Computer Data Librarian	14 .15
03041 - Computer Operator I	14 .49
03042 - Computer Operator II	16 .50
03043 - Computer Operator III	18 .60
03044 - Computer Operator IV	20 .52
03045 - Computer Operator V	23 .22
03071 - Computer Programmer I (1)	19 .64
03072 - Computer Programmer II (1)	23 .33
03073 - Computer Programmer III (1)	27 .62
03074 - Computer Programmer IV (1)	27 .62
03101 - Computer Systems Analyst I (1)	27 .62
03102 - Computer Systems Analyst II (1)	27 .62
03103 - Computer Systems Analyst III (1)	27 .62
03160 - Peripheral Equipment Operator	14 .49

05000 - Automotive Service Occupations

05005 - Automotive Body Repairer, Fiberglass	22 .73
05010 - Automotive Glass Installer	17 .88
05040 - Automotive Worker	17 .88
05070 - Electrician, Automotive	18 .95

05100 - Mobile Equipment Servicer	15 .69
05130 - Motor Equipment Metal Mechanic	19 .98
05160 - Motor Equipment Metal Worker	17 .88
05190 - Motor Vehicle Mechanic	20 .07
05220 - Motor Vehicle Mechanic Helper	16 .81
05250 - Motor Vehicle Upholstery Worker	17 .88
05280 - Motor Vehicle Wrecker	17 .88
05310 - Painter, Automotive	18 .95
05340 - Radiator Repair Specialist	17 .88
05370 - Tire Repairer	14 .43
05400 - Transmission Repair Specialist	19 .98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9 .01
07010 - Baker	11 .87
07041 - Cook I	10 .93
07042 - Cook II	12 .46
07070 - Dishwasher	9 .76
07130 - Meat Cutter	16 .07
07250 - Waiter/Waitress	8 .59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18 .05
09040 - Furniture Handler	12 .55
09070 - Furniture Refinisher	18 .05
09100 - Furniture Refinisher Helper	13 .85
09110 - Furniture Repairer, Minor	16 .01
09130 - Upholsterer	18 .05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9 .67
11060 - Elevator Operator	9 .79
11090 - Gardener	14 .27
11121 - House Keeping Aid I	9 .83
11122 - House Keeping Aid II	10 .32
11150 - Janitor	10 .12
11210 - Laborer, Grounds Maintenance	11 .65
11240 - Maid or Houseman	9 .83
11270 - Pest Controller	12 .44
11300 - Refuse Collector	11 .69
11330 - Tractor Operator	14 .00
11360 - Window Cleaner	10 .51

12000 - Health Occupations

12020 - Dental Assistant	16 .90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14 .39
12071 - Licensed Practical Nurse I	15 .86
12072 - Licensed Practical Nurse II	17 .79
12073 - Licensed Practical Nurse III	19 .92
12100 - Medical Assistant	12 .94
12130 - Medical Laboratory Technician	16 .07
12160 - Medical Record Clerk	13 .60
12190 - Medical Record Technician	14 .97
12221 - Nursing Assistant I	9 .31
12222 - Nursing Assistant II	10 .48
12223 - Nursing Assistant III	11 .94
12224 - Nursing Assistant IV	13 .40
12250 - Pharmacy Technician	11 .84
12280 - Phlebotomist	12 .33
12311 - Registered Nurse I	24 .92
12312 - Registered Nurse II	28 .94
12313 - Registered Nurse II, Specialist	28 .94
12314 - Registered Nurse III	34 .48
12315 - Registered Nurse III, Anesthetist	34 .48
12316 - Registered Nurse IV	41 .33

13000 - Information and Arts Occupations

13002 - Audiovisual Librarian	20 .85
13011 - Exhibits Specialist I	17 .98
13012 - Exhibits Specialist II	23 .33
13013 - Exhibits Specialist III	27 .29
13041 - Illustrator I	18 .73
13042 - Illustrator II	23 .42
13043 - Illustrator III	28 .82
13047 - Librarian	23 .59
13050 - Library Technician	17 .18
13071 - Photographer I	14 .67
13072 - Photographer II	17 .18
13073 - Photographer III	21 .52
13074 - Photographer IV	26 .05
13075 - Photographer V	29 .15

15000 - Laundry, Dry Cleaning, Pressing and Related Occupations

15010 - Assembler	8 .71
15030 - Counter Attendant	8 .71
15040 - Dry Cleaner	10 .03

15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	10.77
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	18.47
21030 - Material Expediter	18.47
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	14.58
21080 - Production Line Worker (Food Processing)	14.48
21100 - Shipping/Receiving Clerk	13.09
21130 - Shipping Packer	13.09
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker, Store Worker II)	13.05
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	15.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.68
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	17.65
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87

23260 - Fabric Worker	16 .55
23290 - Fire Alarm System Mechanic	19 .98
23310 - Fire Extinguisher Repairer	15 .69
23340 - Fuel Distribution System Mechanic	20 .93
23370 - General Maintenance Worker	17 .28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19 .61
23430 - Heavy Equipment Mechanic	19 .98
23440 - Heavy Equipment Operator	20 .76
23460 - Instrument Mechanic	19 .98
23470 - Laborer	12 .97
23500 - Locksmith	18 .95
23530 - Machinery Maintenance Mechanic	20 .51
23550 - Machinist, Maintenance	21 .52
23580 - Maintenance Trades Helper	14 .54
23640 - Millwright	21 .67
23700 - Office Appliance Repairer	18 .95
23740 - Painter, Aircraft	21 .29
23760 - Painter, Maintenance	18 .95
23790 - Pipefitter, Maintenance	22 .12
23800 - Plumber, Maintenance	20 .99
23820 - Pneudraulic Systems Mechanic	19 .98
23850 - Rigger	19 .98
23870 - Scale Mechanic	17 .88
23890 - Sheet-Metal Worker, Maintenance	19 .98
23910 - Small Engine Mechanic	20 .05
23930 - Telecommunication Mechanic I	21 .35
23931 - Telecommunication Mechanic II	22 .50
23950 - Telephone Lineman	20 .93
23960 - Welder, Combination, Maintenance	19 .98
23965 - Well Driller	19 .98
23970 - Woodcraft Worker	19 .98
23980 - Woodworker	15 .32

24000 - Personal Needs Occupations

24570 - Child Care Attendant	11 .37
24580 - Child Care Center Clerk	15 .86
24600 - Chore Aid	9 .29
24630 - Homemaker	16 .45

25000 - Plant and System Operation Occupations

25010 - Boiler Tender	22 .20
25040 - Sewage Plant Operator	19 .52
25070 - Stationary Engineer	22 .20

25190 - Ventilation Equipment Tender	13 .85
25210 - Water Treatment Plant Operator	19 .72
27000 - Protective Service Occupations	
(not set) - Police Officer	22 .74
27004 - Alarm Monitor	16 .79
27006 - Corrections Officer	17 .69
27010 - Court Security Officer	20 .31
27040 - Detention Officer	18 .29
27070 - Firefighter	20 .59
27101 - Guard I	10 .46
27102 - Guard II	13 .78
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18 .44
28020 - Hatch Tender	18 .44
28030 - Line Handler	18 .44
28040 - Stevedore I	17 .34
28050 - Stevedore II	19 .56
29000 - Technical Occupations	
21150 - Graphic Artist	20 .74
29010 - Air Traffic Control Specialist, Center (2)	30 .83
29011 - Air Traffic Control Specialist, Station (2)	21 .26
29012 - Air Traffic Control Specialist, Terminal (2)	23 .42
29023 - Archeological Technician I	15 .52
29024 - Archeological Technician II	17 .35
29025 - Archeological Technician III	21 .94
29030 - Cartographic Technician	23 .33
29035 - Computer Based Training (CBT) Specialist/ Instructor	28 .42
29040 - Civil Engineering Technician	21 .52
29061 - Drafter I	13 .01
29062 - Drafter II	16 .29
29063 - Drafter III	18 .30
29064 - Drafter IV	23 .33
29081 - Engineering Technician I	16 .15
29082 - Engineering Technician II	18 .75
29083 - Engineering Technician III	22 .54
29084 - Engineering Technician IV	25 .86
29085 - Engineering Technician V	31 .62
29086 - Engineering Technician VI	38 .26
29090 - Environmental Technician	19 .29
29100 - Flight Simulator/Instructor (Pilot)	22 .59

29160 - Instructor	24 .57
29210 - Laboratory Technician	18 .56
29240 - Mathematical Technician	23 .44
29361 - Paralegal/Legal Assistant I	20 .03
29362 - Paralegal/Legal Assistant II	24 .82
29363 - Paralegal/Legal Assistant III	30 .35
29364 - Paralegal/Legal Assistant IV	36 .73
29390 - Photooptics Technician	23 .33
29480 - Technical Writer	25 .95
29491 - Unexploded Ordnance (UXO) Technician I	19 .59
29492 - Unexploded Ordnance (UXO) Technician II	23 .71
29493 - Unexploded Ordnance (UXO) Technician III	28 .41
29494 - Unexploded (UXO) Safety Escort	19 .59
29495 - Unexploded (UXO) Sweep Personnel	19 .59
29620 - Weather Observer, Senior (3)	21 .32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18 .30
29622 - Weather Observer, Upper Air (3)	18 .30

31000 - Transportation/ Mobile Equipment Operation Occupations

31030 - Bus Driver	15 .95
31260 - Parking and Lot Attendant	8 .62
31290 - Shuttle Bus Driver	13 .45
31300 - Taxi Driver	12 .09
31361 - Truckdriver, Light Truck	13 .45
31362 - Truckdriver, Medium Truck	17 .09
31363 - Truckdriver, Heavy Truck	18 .40
31364 - Truckdriver, Tractor-Trailer	18 .40

99000 - Miscellaneous Occupations

99020 - Animal Caretaker	9 .53
99030 - Cashier	8 .93
99041 - Carnival Equipment Operator	12 .35
99042 - Carnival Equipment Repairer	13 .30
99043 - Carnival Worker	8 .31
99050 - Desk Clerk	9 .78
99095 - Embalmer	19 .04
99300 - Lifeguard	10 .30
99310 - Mortician	23 .79
99350 - Park Attendant (Aide)	12 .93
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10 .11
99500 - Recreation Specialist	15 .94
99510 - Recycling Worker	15 .47
99610 - Sales Clerk	10 .84

99620 - School Crossing Guard (Crosswalk Attendant)	11 .37
99630 - Sport Official	11 .24
99658 - Survey Party Chief (Chief of Party)	18 .05
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17 .16
99660 - Surveying Aide	11 .22
99690 - Swimming Pool Operator	13 .93
99720 - Vending Machine Attendant	10 .73
99730 - Vending Machine Repairer	13 .93
99740 - Vending Machine Repairer Helper	11 .34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

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

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

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

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

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's

recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

2. CONTRACT ID CODE

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1 of 40

2. AMENDMENT/MODIFICATION NO. 0013		3. EFFECTIVE DATE 09/09/2004		4. REQUISITION/PURCHASE REQ. NO. See Funding Detail		5. PROJECT NO. (if applicable)	
6. ISSUED BY Ice Information Patent and Trademark Office, 2011 Crystal Drive, Suite 610 Arlington, VA 22202				7. ADMINISTERED BY (if other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Chugach Systems Integration 450 E. 34th Avenue, Suite 200 Anchorage, AK 99502				9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE				FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. 50PAPT10162Z	
						10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 6 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to correct Mod. 0009 and incorporate required security clauses into section H. For convenience, a new copy of the contract is attached. This version of the contract incorporates the changes that were implemented in Mod. 12 under section B.

All terms and conditions of the contract remain in full force and effect.

Attached: New Copy of Contract.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Gerardine M. Cole, President Chugach Systems Integration, LLC		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Shareese Garner	
15B. CONTRACTOR/OFFEROR <i>Gerardine M Cole</i> (Signature of person authorized to sign)	15C. DATE SIGNED 9/13/04	16B. United States of America BY <i>Shareese Garner</i> (Signature of Contracting Officer)	16C. DATE SIGNED 09/09/2004

0-01-152-8070
15 EDITION
ALE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR)
53.203

**Line Item
Summary**

Document Number
50PAPT1101022/0013

Title
52PAPT101022

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Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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No Changed Line Item Fields

Previous Total: \$0.00
Modification Total: \$0.00
Grand Total: \$0.00

THE PTO POINT OF CONTACT FOR THIS ORDER IS MS. SHAREESE GARNER, CONTRACTING OFFICER AT 703-305-8016, MS. AMBER OSTRUP, COTR AT 703-305-2816.

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COMMERCIAL CLAUSES

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):

<http://www.arnet.gov>

<http://www.acqnet.gov>

Clause	Title	Date
52.212-05 Alt I	Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items Alternate I	February 2000

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 SCHEDULE OF PRICES

		HOURLY RATE				
CLIN	LABOR CATEGORY	A BASE (YEAR 1)	B OPTION I (YEAR 2)	C OPTION II (YEAR 3)	D OPTION III (YEAR 4)	E OPTION IV (YEAR 5)
REGULAR TIME:						
1	PROJECT MANAGER	\$94.11	\$98.35	\$103.03	\$62.78	\$66.06
2	DATA ENTRY CLERK	\$28.12	\$29.89	\$30.66	\$34.58	\$35.75
3	CLERK I	\$22.23	\$23.73	\$24.49	\$26.92	\$28.06
4	CLERK II	\$25.14	\$26.77	\$27.53	\$30.22	\$31.37
5	CLERK III	\$28.34	\$30.12	\$30.89	\$33.02	\$34.19
6	CLERK IV		\$37.11	\$37.90	\$38.97	\$40.16
	PROGRAM ANALYST I	\$35.51	\$37.76	\$39.80	\$42.21	\$44.79
8	PROGRAM ANALYST II	\$42.09	\$44.66	\$47.00	\$49.72	\$52.66
9	PROGRAM ANALYST III	\$56.28	\$59.55	\$62.52	\$65.94	\$69.62
NIGHT SHIFT:						
20	DATA ENTRY CLERK	\$30.38	\$32.25	\$33.03	\$37.22	\$38.41
21	CLERK II	\$27.11	\$28.83	\$29.60	\$32.46	\$33.63
22	CLERK III	\$30.67	\$32.55	\$33.33	\$35.58	\$37.30
OVERTIME:						
30	PROJECT MANAGER		NA	NA	NA	N/A
31	DATA ENTRY CLERK (DAY)	\$28.73	\$28.78	\$28.82	\$32.60	\$32.67
31(a)	DATA ENTRY CLERK (NIGHT)	\$31.60	\$31.65	\$31.71	\$35.86	\$35.93
32	CLERK I (DAY)	\$21.26	\$21.30	\$21.33	\$23.21	\$23.25
32(a)	CLERK I (NIGHT)	\$23.39	\$23.43	\$23.46	\$25.53	\$25.58

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33	CLERK II (DAY)	\$24.96	\$25.01	\$25.05	\$27.26	\$27.31
(a)	CLERK II (NIGHT)	\$27.46	\$27.51	\$27.55	\$29.99	\$30.04
34	CLERK III (DAY)	\$29.03	\$29.08	\$29.12	\$30.60	\$30.66
34(a)	CLERK III (NIGHT)	\$31.93	\$31.99	\$32.04	\$33.66	\$33.72
35	PROGRAM ANALYST I	\$24.54	\$28.67	\$29.86	\$31.11	\$32.40
36	PROGRAM ANALYST II	\$29.91	\$34.94	\$36.39	\$37.90	\$39.49
37	PROGRAM ANALYST III	\$41.47	\$48.43	\$50.45	\$52.55	\$54.75
50	MATERIAL HANDLING COST	15.93%	15.93%	15.93%	15.93%	15.93%

B.2 SUPPLIES OR SERVICES

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

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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

- (a) 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

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- 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.

C.9 Centralized Program Support

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The PTO will require the Contractor to provide general support for the program or for assigned tasks. This compasses 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 ferred 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.

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

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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.

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.

C.11.6 Project Manager

U.S. 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.

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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.

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.)

C.15 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

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shall comply with all rules and regulations governing the conduct of personnel on these premises as established by the TO 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) leases. 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 default.

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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

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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
(2) reduce the contract price to reflect the reduced value of the services performed.

(f) 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.

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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):

<http://www.arnet.gov>

<http://www.acqnet.gov>

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

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

NOVEMBER 1991

2 PERIOD OF PERFORMANCE

The period of performance of this contract is as follows:

- Base Period: July 29, 2001 through July 28, 2002
- Option Period I: 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.3 PLACE OF PERFORMANCE

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

F.4 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:

- (a) name and business address of the contractor,

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- (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.5 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.

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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 Dupty 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.

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

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(1) 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 1, 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.

The 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.

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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.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 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 per each individual task order. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

H.2 CAR 1352.239-73- SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY

(a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to USPTO's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause the term "Sensitive" is defined by the guidance set forth in:

(1) The DOC IT Security Program Policy and Minimum Implementation Standards

(<http://www.osec.doc.gov/cio/itmhwweb/itmhwweb1.html>);

(2) The Office of Management and Budget (OMB) Circular A-130, Appendix III, Security of Federal Automated Information Resources, (<http://csrc.nist.gov/secplcy/a130app3.txt>) which states that there is a "presumption that all [general support systems] contain some sensitive information."; and

(3) The Computer Security Act of 1987 (P.L. 100-235) (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 2 a of title 5, Unites States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

For purposes of this clause, the term "Classified" is defined by the guidance set forth in:

(1) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4

(<http://www.osec.doc.gov/cio/itmhwweb/itmhwweb1.html>).

(2) The DOC Security Manual, Chapter 18 (<http://www.osec.doc.gov/osy/>).

(3) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress:

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of USPTO IT resources for all of the contractor's systems that are interconnected with a USPTO network or USPTO systems that are operated by the Contractor.

(b) All Contractor personnel performing under this contract and Contractor equipment used to process or store USPTO data, or to connect to USPTO networks, must comply with the requirements contained in the USPTO IT Security Handbook.

(c) For all Contractor-owned systems for which performance of the contract requires interconnection with a USPTO network or that USPTO data be stored or processed on them, the Contractor Shall:

(1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Federal Information Security Management Act of 2002, Pub. L. No.107-347, 116 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296, 116 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51, 2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal

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Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and USPTO policies and procedures that include, but are not limited to:

(a) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources

(<http://csrc.nist.gov/secploy/a130app3.txt>);

(b) National Institute of Standards and Technology Special Publication 800-18, Guide for Developing Security Plans for Information Technology Systems (<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>); and

(c) DOC Procedures and Guidelines in the Information Technology Management Handbook (<http://www.ossec.doc.gov/cio/itmhweb/itmhweb1.html>);

(d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and

(2) Within 14 days after contract award, the contractor shall submit for USPTO approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in USPTO Certification and Accreditation Technical Standard and Guideline. The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the USPTO IT Security Officer, shall be incorporated as part of the contract. USPTO will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process USPTO data or connect to USPTO networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined above may result in termination of the contract.

(d) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

3 CAR 1352.239-74 SECURITY PROCESSING REQUIREMENT FOR CONTRACTORS/

(a) Contractor personnel requiring any access to AISs operated by the Contractor for USPTO or interconnected to a USPTO network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, Security Processing Requirements for Service Contracts. USPTO shall provide screening using standard personnel screening forms, which the Contractor shall submit to the USPTO Contracting Officer's Technical Representative (COTR) based on the following guidance:

1) Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with "global access" to an automated information AIS require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.

2) Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work do not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject's start of work on the contract, regardless of the expected duration of the contract.

3) Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject's start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject's start of work on the contract.

4) Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days but is less than 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.

5) Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM),

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://www.dss.mil/isecc/nispom.htm) and be granted eligibility for access to classified information prior to beginning work on the contract.

The security forms may be obtained from USPTO Office of Security. At the option of the government, interim access to USPTO AISs may be granted pending favorable completion of a pre-employment check. Final access may be granted only on completion of an appropriate investigation based upon the risk level assigned to the contract.

(b) Within 5 days of contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in USPTO IT Security policies, procedures, computer ethics, and best practices, in accordance with the USPTO Training Policy. The COTR will inform the Contractor of any other available USPTO training resources.

(c) Within 5 days of contract award, the Contractor shall provide the COTR with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulation (CAR), 1352.209-72, Restrictions Against Disclosures.

(d) The Contractor shall afford USPTO, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of USPTO data or to the function of computer AISs operated on behalf of USPTO, and to preserve evidence of computer crime.

(e) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require security processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer's Technical Representative (COTR) and/or the USPTO Security Office.)

H.4 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.5 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the PTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract the Contractor may have access to confidential data, 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.

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the Contracting Officer or the party in which title thereto is wholly vested. This clause also applies to any contractors 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

H.6 GOVERNMENT FURNISHED DATA

The Government shall deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. GFD will be delivered to the Contractor as specified in each task order.

Title to GFD shall remain in the Government, and the Contractor shall use the GFD only in connection with this contract.

Upon completion or termination of this contract, the Contractor shall return to the Government all GFD.

H.7 INSURANCE COVERAGE

Pursuant to the clause FAR 52.228-5, Insurance - Work on a Government Installation (see Section 1), 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.

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.

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Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form 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.8 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.9 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.10 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

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ter 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 staffin 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.11 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.12 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.

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

H.13 PROHIBITON AGAINST PRIVATE SECTOR BOUNTY SEARCHES

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

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

H.14 RIGHTS IN DATA

The Government shall have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, "software first produced in the performance of this contract" shall include, but not be limited to the following: non-COTS computer programs developed or previously developed and implemented by the Contractor in the performance of this contract, related computer data bases and documentation thereof, source code, object code, algorithms, library code, library routine, and technical data of all software first produced in the performance of this contract. For the purposes of this clause, "unlimited rights" shall mean the right of the USPTO, at no extra cost to the USPTO or recipients, to use, disclose, reproduce unlimited copies, prepare derivative works, distribute unlimited copies to the public and foreign government patent offices, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

SUITABILITY/ RSK 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.16 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 anytime during the Contract period be employees of the U.S. Government.

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):

<http://www.arnet.gov>

<http://www.acqnet.gov>

Clause	Title	Date
52.202-01	Definitions	December 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
203-12	Limitation On Payments To Influence Certain Federal Transactions	June 2003
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	June 2003
52.219-08	Utilization of Small Business Concerns	May 2004
52.219-14	Limitations On Subcontracting	December 1996
52.222-03	Convict Labor	June 2003
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
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	December 2001
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	December 2003
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
232-01	Payments	April 1984
232-08	Discounts For Prompt Payment	February 2002
52.232-09	Limitation On Withdrawing Of Payment	April 1984
52.232-11	Extras	April 1984
52.232-17	Interest	June 1996

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232-23	Assignment Of Claims	January 1986
232-25	Prompt Payment	October 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	October 2003
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	May 1999
52.233-01	Disputes	July 2002
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
52.244-06	Subcontracts for Commercial Items	May 2004
52.245-01	Property Records	April 1984
52.245-02	Government Property (Fixed Price Contracts)	May 2004
52.245-19	Government Property Furnished "As Is"	April 1984
52.249-02	Termination For Convenience Of The Government (Fixed-Price)	May 2004
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 52.204-07 CENTRAL CONTRACTOR REGISTRATION ALTERNATE I OCTOBER 2003
ALT I

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

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

?) The Government has validated all mandatory data fields and has marked the record "Active".

)(1) The Contractor shall be registered in the CCR database by December 31, 2003. The Contractor shall maintain registration during performance and through final payment of this contract. (2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/ Modification of Contract, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

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If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

An offeror may obtain a DUNS number-

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at [http:// www.dnb.com](http://www.dnb.com); or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet
- (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.4 52.216-18 ORDERING

OCTOBER 1995

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.

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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.5 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.

(b) 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.

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.6 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.7 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.

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nd of clause)

1.7 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.

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

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

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

1.8 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 Office. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration
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.

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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 Federal 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 minimum 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 is 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.

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Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the listed 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.

(v) 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.

(vi) 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 thereunder 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 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.

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;

(B) 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.

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 accrued. 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.

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 actual 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 vacation 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.

(o) 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 (p) 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 wage 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.

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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);
 - (3) 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.
- (t) 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.9 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRSES MAY 1989

Statement of Equivalent Rates for Federal Hires (May 1989)

For 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

I.10 52.223-14 TOXIC CHEMICAL RELEASE REPORTING AUGUST 2003

(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 in 40 CFR 372.65;

(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);

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The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 1023(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 the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094).

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(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--

(1) 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.11 52.252-02 CLAUSES INCORPORATED BY REFERENCE

FEBRUARY 1998

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

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

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),

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omprehensive 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

(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

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1 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.

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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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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1 of 2

2. AMENDMENT/MODIFICATION NO. 0014	3. EFFECTIVE DATE 03/21/2005	4. REQUISITION/PURCHASE REQ. NO. See Funding Detail	5. PROJECT NO. (If applicable)
6. ISSUED BY For more information Contract and Trademark Office, 2011 Crystal Drive, Suite 810 Arlington, VA 22202		CODE 17	7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Chugach Systems Integration 450 E. 34th Avenue, Suite 200 Anchorage, AK 99502	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. 50PAPT101022
	(X) 10B. DATED (SEE ITEM 13)

CODE * FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to change the Contracting Officer's Technical Representative (COTR) contained in Section G.3 of the contract. Amber Ostrup hereby replaces Sally Middleton as COTR, effective immediately. Her telephone number is 571-272-7984, and e-mail: Amber.Ostrup@uspto.gov.

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

15A. NAME AND TITLE OF SIGNER (Type or print) CONTRACTOR/OFFEROR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sylvia VanDyke
15C. DATE SIGNED	16B. United States of America BY <i>Sylvia G. Van Dyke</i> (Signature of Contracting Officer)
(Signature of person authorized to sign)	16C. DATE SIGNED 03/21/2005

Line Item Summary	Document Number 50PAPT101022/0014	Title 52PAPT101022	Page 2 of 2
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Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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No Changed Line Item Fields

Previous Total: \$0.00
Modification Total: \$0.00
Grand Total: \$0.00

THE PTO POINT OF CONTACT FOR THIS ORDER IS SYLVIA VAN DYKE, CONTRACTING OFFICER AT 571-272-6568, AND MS. AMBER OSTRUP, COTR AT 571-272-7984.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

Page
1 of 2

2. AMENDMENT/MODIFICATION NO. 0015
 3. EFFECTIVE DATE 06/08/2005
 4. REQUISITION/PURCHASE REQ. NO. See Funding Detail
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 000PA
 7. ADMINISTERED BY (If other than Item 6) CODE
 Voice Information
 Patent and Trademark Office, P.O. Box 1450 - Mail Stop 6, 600 Dulany
 AVE, 7th Floor
 Alexandria, VA 22313-1450

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
 Chugach Systems Integration
 450 E. 34th Avenue, Suite 200
 Anchorage, AK 99502
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 (X) 10A. MODIFICATION OF CONTRACT/ORDER NO. 50PAPT101022
 (X) 10B. DATED (SEE ITEM 13)
 CODE * FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority) 52.217-09

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to: (1) exercise Option Year 4 under the terms and conditions of this contract for the period of performance July 29, 2005 through July 28, 2006, and (2) add a revised Wage Determination.

1. Option Year 4 is hereby exercised for the period of performance July 29, 2005 through July 28, 2006.

2. Wage Determination No. 94-2104 Rev (25), dated May 23, 2005, is attached.

All other terms and conditions under this contract remain the same.

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

15A. NAME AND TITLE OF SIGNER (Type or print) CONTRACTOR/OFFEROR
 15C. DATE SIGNED
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sylvia VanDyke
 16B. United States of America BY *Sylvia G. Van Dyke*
 16C. DATE SIGNED 06/08/2005
 (Signature of person authorized to sign) (Signature of Contracting Officer)

Line Item Summary	Document Number 50PAPT101022/0015	Title 52PAPT101022	Page 2 of 2
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Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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No Changed Line Item Fields

Previous Total: \$0.00
Modification Total: \$0.00
Grand Total: \$0.00

THE PTO POINT OF CONTACT FOR THIS ORDER IS SYLVIA VAN DYKE, CONTRACTING OFFICER AT 571-272-6568, AND MS. AMBER OSTRUP, COTR AT 571-272-7984.

94-2104 DC, DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2104 REV (25) AREA: DC, DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - TOTAL BENEFIT **OTHER WELFARE LEVEL WD:94-2103

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

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

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2104
Revision No.: 25
Date Of Revision: 05/23/2005

States: District of Columbia, Maryland, Virginia

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
11 - Accounting Clerk I	12.16
12 - Accounting Clerk II	12.86
01013 - Accounting Clerk III	14.89
01014 - Accounting Clerk IV	16.65
01030 - Court Reporter	17.02
01050 - Dispatcher, Motor Vehicle	16.50
01060 - Document Preparation Clerk	12.75
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.75
01110 - Film/Tape Librarian	15.10
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.30
01131 - Key Entry Operator I	12.67
01132 - Key Entry Operator II	13.82
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	15.10
01263 - Personnel Assistant (Employment) III	17.02
01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	18.89
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	16.11
12 - Secretary II	17.31
13 - Secretary III	19.30
01314 - Secretary IV	21.45
01315 - Secretary V	23.75

01320	- Service Order Dispatcher	15.82
01341	- Stenographer I	15.15
01342	- Stenographer II	16.47
01400	- Supply Technician	21.45
01420	- Survey Worker (Interviewer)	16.43
50	- Switchboard Operator-Receptionist	12.06
10	- Test Examiner	17.31
01520	- Test Proctor	17.31
01531	- Travel Clerk I	11.63
01532	- Travel Clerk II	12.49
01533	- Travel Clerk III	13.41
01611	- Word Processor I	12.75
01612	- Word Processor II	15.10
01613	- Word Processor III	17.02
03000	- Automatic Data Processing Occupations	
03010	- Computer Data Librarian	15.10
03041	- Computer Operator I	15.10
03042	- Computer Operator II	17.02
03043	- Computer Operator III	18.89
03044	- Computer Operator IV	21.09
03045	- Computer Operator V	23.35
03071	- Computer Programmer I (1)	19.64
03072	- Computer Programmer II (1)	23.33
03073	- Computer Programmer III (1)	27.62
03074	- Computer Programmer IV (1)	27.62
03101	- Computer Systems Analyst I (1)	27.62
03102	- Computer Systems Analyst II (1)	27.62
03103	- Computer Systems Analyst III (1)	27.62
03160	- Peripheral Equipment Operator	15.10
05000	- Automotive Service Occupations	
05005	- Automotive Body Repairer, Fiberglass	22.73
05010	- Automotive Glass Installer	17.88
10	- Automotive Worker	17.88
70	- Electrician, Automotive	18.95
05100	- Mobile Equipment Servicer	15.69
05130	- Motor Equipment Metal Mechanic	19.98
05160	- Motor Equipment Metal Worker	17.88
05190	- Motor Vehicle Mechanic	20.07
05220	- Motor Vehicle Mechanic Helper	16.81
05250	- Motor Vehicle Upholstery Worker	17.88
05280	- Motor Vehicle Wrecker	17.88
05310	- Painter, Automotive	18.95
05340	- Radiator Repair Specialist	17.88
05370	- Tire Repairer	14.43
05400	- Transmission Repair Specialist	19.98
07000	- Food Preparation and Service Occupations	
(not set)	- Food Service Worker	9.91
07010	- Baker	12.25
07041	- Cook I	11.53
07042	- Cook II	12.79
07070	- Dishwasher	9.76
07130	- Meat Cutter	16.07
07250	- Waiter/Waitress	8.59
09000	- Furniture Maintenance and Repair Occupations	
09010	- Electrostatic Spray Painter	18.05
09040	- Furniture Handler	12.55
09070	- Furniture Refinisher	18.05
09100	- Furniture Refinisher Helper	13.85
09110	- Furniture Repairer, Minor	16.01
30	- Upholsterer	18.05
11000	- General Services and Support Occupations	
11030	- Cleaner, Vehicles	9.67
11060	- Elevator Operator	9.79

11090 - Gardener	14.27
11121 - House Keeping Aid I	9.97
11122 - House Keeping Aid II	10.77
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	11.65
10 - Maid or Houseman	9.97
70 - Pest Controller	12.49
11300 - Refuse Collector	11.69
11330 - Tractor Operator	14.00
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	16.90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.83
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.79
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	16.32
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.47
12221 - Nursing Assistant I	9.32
12222 - Nursing Assistant II	10.48
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	13.02
12280 - Phlebotomist	13.40
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	29.47
12313 - Registered Nurse II, Specialist	29.47
12314 - Registered Nurse III	35.65
12315 - Registered Nurse III, Anesthetist	35.65
12316 - Registered Nurse IV	42.73
1 - Information and Arts Occupations	
02 - Audiovisual Librarian	20.85
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.07
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	24.54
13050 - Library Technician	17.18
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	10.94
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	11.73
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
- Machine Tool Operation and Repair Occupations	
010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	

21010	- Fuel Distribution System Operator	19.38
21020	- Material Coordinator	19.05
21030	- Material Expediter	19.05
21040	- Material Handling Laborer	11.50
21050	- Order Filler	13.21
71	- Forklift Operator	16.04
.80	- Production Line Worker (Food Processing)	15.93
21100	- Shipping/Receiving Clerk	13.15
21130	- Shipping Packer	13.15
21140	- Store Worker I	9.06
21150	- Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210	- Tools and Parts Attendant	16.99
21400	- Warehouse Specialist	16.04
23000	- Mechanics and Maintenance and Repair Occupations	
23010	- Aircraft Mechanic	22.24
23040	- Aircraft Mechanic Helper	14.71
23050	- Aircraft Quality Control Inspector	23.43
23060	- Aircraft Servicer	17.82
23070	- Aircraft Worker	18.09
23100	- Appliance Mechanic	18.95
23120	- Bicycle Repairer	14.43
23125	- Cable Splicer	24.68
23130	- Carpenter, Maintenance	18.95
23140	- Carpet Layer	17.80
23160	- Electrician, Maintenance	22.59
23181	- Electronics Technician, Maintenance I	19.42
23182	- Electronics Technician, Maintenance II	21.92
23183	- Electronics Technician, Maintenance III	23.87
23260	- Fabric Worker	16.61
23290	- Fire Alarm System Mechanic	19.98
23310	- Fire Extinguisher Repairer	15.69
23340	- Fuel Distribution System Mechanic	21.05
70	- General Maintenance Worker	17.28
.00	- Heating, Refrigeration and Air Conditioning Mechanic	20.87
23430	- Heavy Equipment Mechanic	19.98
23440	- Heavy Equipment Operator	20.76
23460	- Instrument Mechanic	19.98
23470	- Laborer	14.27
23500	- Locksmith	18.95
23530	- Machinery Maintenance Mechanic	20.51
23550	- Machinist, Maintenance	21.52
23580	- Maintenance Trades Helper	14.54
23640	- Millwright	21.85
23700	- Office Appliance Repairer	18.95
23740	- Painter, Aircraft	21.29
23760	- Painter, Maintenance	18.95
23790	- Pipefitter, Maintenance	22.76
23800	- Plumber, Maintenance	20.99
23820	- Pneudraulic Systems Mechanic	19.98
23850	- Rigger	19.98
23870	- Scale Mechanic	17.88
23890	- Sheet-Metal Worker, Maintenance	19.98
23910	- Small Engine Mechanic	20.05
23930	- Telecommunication Mechanic I	22.21
23931	- Telecommunication Mechanic II	23.41
23950	- Telephone Lineman	22.21
23960	- Welder, Combination, Maintenance	19.98
23965	- Well Driller	19.98
23970	- Woodcraft Worker	19.98
80	- Woodworker	15.32
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	11.58
24580	- Child Care Center Clerk	16.15

24600 - Chore Aid	9.29
24630 - Homemaker	16.75
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.57
25040 - Sewage Plant Operator	19.52
50 - Stationary Engineer	22.57
90 - Ventilation Equipment Tender	15.24
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	23.19
27004 - Alarm Monitor	16.79
27006 - Corrections Officer	18.10
27010 - Court Security Officer	20.72
27040 - Detention Officer	18.29
27070 - Firefighter	20.97
27101 - Guard I	11.51
27102 - Guard II	15.16
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19.89
28020 - Hatch Tender	19.89
28030 - Line Handler	19.89
28040 - Stevedore I	18.71
28050 - Stevedore II	21.11
29000 - Technical Occupations	
21150 - Graphic Artist	22.81
29010 - Air Traffic Control Specialist, Center (2)	32.70
29011 - Air Traffic Control Specialist, Station (2)	22.54
29012 - Air Traffic Control Specialist, Terminal (2)	24.82
29023 - Archeological Technician I	15.78
29024 - Archeological Technician II	17.58
29025 - Archeological Technician III	21.94
29030 - Cartographic Technician	23.33
35 - Computer Based Training (CBT) Specialist/ Instructor	31.26
40 - Civil Engineering Technician	22.19
29061 - Drafter I	14.31
29062 - Drafter II	16.57
29063 - Drafter III	18.53
29064 - Drafter IV	23.33
29081 - Engineering Technician I	17.67
29082 - Engineering Technician II	19.84
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	27.49
29085 - Engineering Technician V	33.62
29086 - Engineering Technician VI	40.67
29090 - Environmental Technician	21.22
29100 - Flight Simulator/Instructor (Pilot)	36.95
29160 - Instructor	26.54
29210 - Laboratory Technician	18.56
29240 - Mathematical Technician	23.70
29361 - Paralegal/Legal Assistant I	20.03
29362 - Paralegal/Legal Assistant II	24.82
29363 - Paralegal/Legal Assistant III	30.35
29364 - Paralegal/Legal Assistant IV	36.73
29390 - Photooptics Technician	23.33
29480 - Technical Writer	28.55
29491 - Unexploded Ordnance (UXO) Technician I	20.78
29492 - Unexploded Ordnance (UXO) Technician II	25.14
29493 - Unexploded Ordnance (UXO) Technician III	30.13
29494 - Unexploded (UXO) Safety Escort	20.78
95 - Unexploded (UXO) Sweep Personnel	20.78
620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30

31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	13.45
31300 - Taxi Driver	12.71
51 - Truckdriver, Light Truck	13.89
62 - Truckdriver, Medium Truck	17.09
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.47
99030 - Cashier	9.82
99041 - Carnival Equipment Operator	12.35
99042 - Carnival Equipment Repairer	13.30
99043 - Carnival Worker	8.31
99050 - Desk Clerk	9.78
99095 - Embalmer	19.79
99300 - Lifeguard	10.92
99310 - Mortician	24.77
99350 - Park Attendant (Aide)	13.71
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.12
99500 - Recreation Specialist	16.99
99510 - Recycling Worker	15.47
99610 - Sales Clerk	11.08
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	18.39
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.48
99660 - Surveying Aide	11.43
99690 - Swimming Pool Operator	13.93
99720 - Vending Machine Attendant	10.73
99730 - Vending Machine Repairer	13.93
40 - Vending Machine Repairer Helper	11.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.87 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

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

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

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

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

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6, e contractor informs the affected employees.

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

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