

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS(15 CFR 700)		PAGE OF PAGES	
				1	33
2. CONTRACT NO.	3. SOLICITATION NO	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.	
50PAPT201008	52PAPT201008	<input type="checkbox"/> SEALED BID(IFB) <input checked="" type="checkbox"/> NEGOTIATED(RFP)	3/28/02		
7. ISSUED BY		8. ADDRESS OFFER TO (If other than Item 7)			
Office of Procurement U.S. Patent and Trademark Office 2011 Crystal Drive, Suite 810 Arlington, VA 22202					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION					
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried,					
in the depository located in <u>See Sections L.18 and L.19</u> until <u>2:30 PM</u> local time <u>7 May, 2002</u>					
(Hour) (Date)					
CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-01. All offers are subject to all terms and conditions contained in this solicitation.					
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE NO. NO COLLECT CALLS C. E-MAIL ADDRESS	
		Sue Messina		Area code 703 Number 305-8448 E-MAIL ADDRESS susan.messina@uspto.gov	

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OFFER (Must be fully completed by offeror)

OTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

2. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers certified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

3. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
4. ACKNOWLEDGMENT OF AMENDMENTS he offeror acknowledges receipt of amend- ments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.		DATE	
	1		04/23/02	
	2		04/26/02	

A. NAME & ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN DIFFER (Type or print)
Innovative Technologies Incorporated 4115 Pleasant Valley Drive Suite 800 Chantilly Va 20151			Mario J. Martinez, President
3. TELEPHONE NO. (include area Code) 03) 922-3200	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE <i>M. J. Martinez</i>
			18. OFFER DATE 05/07/02

AWARD (To be completed by Government)

ACCEPTED AS TO ITEMS NUMBERED	20. Amount	21. ACCOUNTING AND APPROPRIATION	
AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
<input checked="" type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		ITEM	
ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY Office of Finance. United States Patent and Trademark Office Box 17, Washington, DC 20231	CODE
NAME OF CONTRACTING OFFICER (Type or Print) Michael J. Anastasio, Jr.		27. UNITED STATES OF AMERICA <i>M. J. Anastasio</i> (Signature of Contracting Officer)	28. AWARD DATE 08/16/02

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 SCHEDULE OF ITEMS

The following items are required to support Trademark Operations of the U.S. Patent and Trademark Office (USPTO). A Labor Hour, Task Order, contract is anticipated.

BASE PERIOD (October 1, 2002 through September 30, 2003)

CLIN	Description/Labor Category	On-Site Burdened Hourly Rate
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DOCUMENT REDACTED
EXEMPTION 4 FOIA
5 USC § 552(b)(4)

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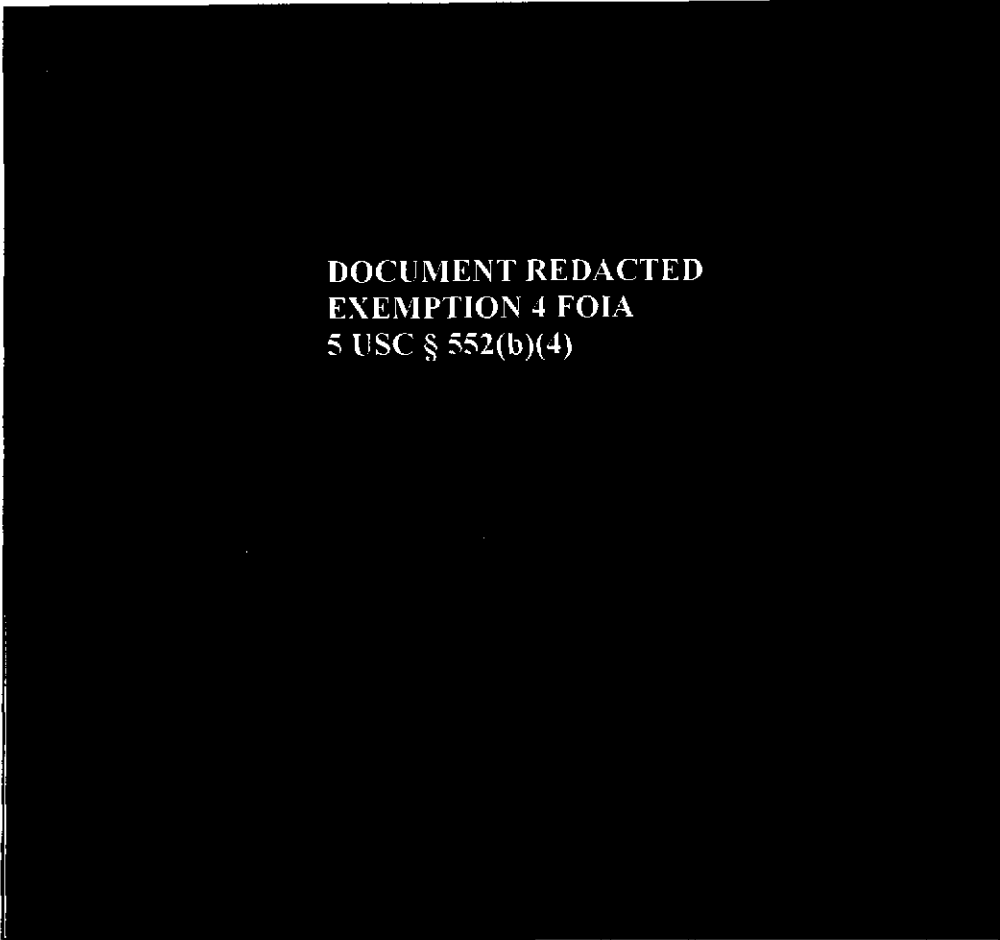
DOCUMENT REDACTED
EXEMPTION 4 FOIA
5 USC § 552(b)(4)

* Subcontractor Personnel

OPTION PERIOD 1 (October 1, 2003 through September 30, 2004)

CLIN	Description/Labor Category	On-Site Burdened Hourly Rate

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* Subcontractor Personnel

OPTION II (October 1, 2004 through September 30, 2005)

CLIN	Description/Labor Category	On-Site Burdened Hourly Rate
<p>DOCUMENT REDACTED EXEMPTION 4 FOIA 5 USC § 552(b)(4)</p>		

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**DOCUMENT REDACTED
EXEMPTION 4 FOIA
5 USC § 552(b)(4)**

* Subcontractor Personnel

OPTION PERIOD III (October 1, 2005 through September 30, 2006)

CLIN	Description/Labor Category	On-Site Burdened Hourly Rate

DOCUMENT REDACTED
EXEMPTION 4 FOIA
5 USC § 552(b)(4)

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* Subcontractor Personnel

OPTION PERIOD IV (October 1, 2006 through September 30, 2007)

CLIN	Description/Labor Category	On-Site Burdened Hourly Rate
<p>DOCUMENT REDACTED EXEMPTION 4 FOIA 5 USC § 552(b)(4)</p>		

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**DOCUMENT REDACTED
EXEMPTION 4 FOIA
5 USC § 552(b)(4)**

* Subcontractor Personnel

B.2 BURDENED RATES

The fixed loaded rates for each CLIN shall include all direct labor costs, indirect costs, overhead, general and administrative (G&A) expenses, and profit.

B.3 CEILING PRICE

The combined value of all task orders issued under this contract may not exceed \$20 million. The contractor shall not incur expenses above the stated ceiling price except at its own risk.

B.4 OTHER DIRECT COSTS

All other direct costs associated with this contract shall be authorized by the Contracting Officer (CO) by task order. Other direct costs include all direct costs of a task order that are not attributable to the labor categories provided above. Other direct costs shall be reimbursed at cost plus, if appropriate, handling costs unless otherwise negotiated prior to issuance of a task order. Any travel costs associated with this contract, if applicable, shall be in accordance with the Federal Travel Regulations.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK/SPECIFICATIONS

The USPTO shall furnish the necessary computer and mailing equipment, office supplies, furniture and facilities to perform the specifications in the Statement of Work. The Contractor shall furnish the necessary personnel and services to perform the following Statement of Work/Specifications. The USPTO will not furnish facilities for Contractor meetings and gatherings not related to the contract requirements.

C.2 OBJECTIVE

The Government requires a contractor capable of providing high quality services including data entry, text editing, mail processing and mail room services, optical data capture of most incoming papers, file movement, fee processing and proofreading of source materials provided. Optional requirements may include file maintenance and optical scanning of back files.

C.3 SCOPE OF WORK

The Contractor shall provide sufficient personnel to perform Trademark Support Services, which may include the following tasks. Task requirements within the scope of the contract may be added and task requirements may be eliminated based on the USPTO's future needs. Specific tasks requirements will only be authorized through fully executed task orders at the prices set forth in Section B.1.

There are approximately seventy (70) Full Time Equivalent (FTE) positions under the current contract performing the services outlined herein.

C.3.1 QUALITY CONTROL

The Trademark Office has as a part of its mission the responsibility of achieving and maintaining a high level of quality and customer satisfaction. The Contractor's comprehensive Quality Control (QC) plan shall establish production-oriented quality goals and tracks performance against stated cycle time and accuracy goals in the Section J, Attachment J chart. The purpose of the QC plan will be to initiate and stimulate action. Emphasis will focus on error prevention rather than removal or correction. The successful offeror will demonstrate how it will ensure cycle time and accuracy goals are achieved and how it will continually monitor them.

C.3.2. SUPPORT SERVICES REQUIRED

The support services to be provided by the contractor consists of tasks that begin with the receipt and initial processing of Trademark applications and other paper correspondence, through to proofreading applications approved for publication in the Trademark Official Gazette (TMOG). These services include, but are not limited to, mailroom operations, data capture, fee processing, proofreading and optional requirements for various other support services.

Because so many of the services provided rely upon government-furnished systems, supplies, and equipment, the contractor has an obligation to notify the government immediately of any GFE and systems malfunctions or deficiencies in required supplies. Workflow volumes for FY 2002 are provided in Section J, Attachment J. These workflow volumes may fluctuate daily, weekly, or monthly resulting in management and staffing implications. Be advised, the Trademark Office anticipates mandated electronic filing will be in effect, possibly as early as Fiscal

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Year 2003, expecting that 80% of all new applications to be submitted electronically. This will significantly impact workloads at the front end of the process. Additionally, in FY2003, the Trademark Office is expected to begin moving from Crystal City to a new campus in Alexandria, Virginia.

Workload volumes are based on fiscal year filing dates they are received by the USPTO.

C.3.2.1 MAILROOM OPERATIONS

The operation of the Trademark mailroom covers traditional mailroom operations, initial processing of incoming mail and processing all outgoing mail.

These functions include, but are not limited to:

- Picking up Trademark inter-office mail (no file wrappers, except those in interoffice envelopes) from designated office mail-stops (no more than 30 mail stops), sorting Trademark inter-office mail, and delivering all mail (inter-office and United States Postal Service (USPS)) to designated Trademark mail stops twice daily between the hours of 10 and 11 am and again in the afternoon between 3 p.m. and 4 p.m.;
- Ensuring interoffice mail to be delivered to other government offices is deposited for pickup;
- Picking up Trademark mail from the Arlington Mall USPS mail box twice weekly and Plaza Mailboxes each day and delivering mail to designated Trademark mail stops on the regular route;
- Receiving mail from the USPS and other commercial carriers;
- Assigning Trademark Mail Dates (filing dates) to incoming mail according to Office rules, and affixing identifying information to incoming mail;
- Reading incoming mail for determination of appropriate in-house destination, or document type for mail being scanned, according to routing/sorting instructions provided by the Office;
- Scanning all incoming flatwork that can be associated with a serial number;
- Determining if incoming correspondence files have been mis-scanned, using Government-supplied tools such as those available in the Trademark Image Capture and Retrieval System (TICRS) online supervisor module;
- Forwarding all USPS-returned mail to the originating Trademark office with the envelope attached;
- Researching incoming mail lacking serial number identification for proper processing through scanning, or for proper routing;
- Resolving customer inquiries about mail received;
- Mailing postcards received with new applications, determining correct postage when postage is inadequate and adding appropriate postage as necessary;
- Inserting outgoing mail into appropriate envelopes, sealing envelopes;
- Affixing proper postage to all outgoing mail;
- Dispatching outgoing mail to the USPS and other commercial carriers;
- Communicating with the USPS to resolve problems;
- Processing outgoing mail requiring special handling, as needed.
- Returning any checks or letters to the applicant that cannot be processed due to a lack of necessary information, including a transmittal letter prepared by the government. The contractor shall report weekly on the count.
- The contractor shall provide a count of all batch-generated correspondence received from OCIO for mailing, once OCIO includes the count on the page following the blue transmittal sheet.
- Accepting all hand-delivered mail from walk-in customers during the hours of 8:30 am and 5 pm at the Customer Service Fee Window.
- Picking up weekly Official Gazette proofs (in boxes) from Crystal Park 1 and delivering them to the Office of Program Control in the South Tower Building.
- Picking up files to be proofed from the Law Offices daily.
- Returning files to the Law Offices which cannot be proofed (incoming OOPs – i.e., files that cannot be receipted in via TRAM).
- Delivering outgoing OOPS, on a daily basis, to the Office of Program Control in the South Tower Building. Keep record of serial number and date released to contact.

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- Picking up files requiring simply new Official Gazette dates to be set, from each of 16 designated pick up locations in the Law Offices. Set new OG date and deliver files to Publication and Issue (3rd Floor, South Tower Building) within 5 days of receipt in TRAM.
- Pick up files from Publication and Issue each week, generally on Tuesday, and delivering to the designated Senior attorneys in the "charge to" Law Offices.
- Printing out designated electronic submissions (generally a 1-page form with a transmittal sheet indicating routing information) and delivering them to the Law Office assigned.

C.3.2.2 FEE PROCESSING

Trademark Fee Processing is responsible for all fee-related transactions. Trademark fees are collected in two categories: (1) fees associated with new Trademark applications; and (2) fees associated with flatwork, i.e., various actions (petitions, extensions, etc.) that take place after a Trademark application has been filed. Fee processing tasks include but are not limited to:

- processing fee payments submitted (on incoming paper documents only) by cash, check, deposit account, credit card and any combination thereof;
- processing fee refunds;
- determining the proper fee code for each transaction;
- responding to telephone inquiries;
- accepting fees from walk-in customers during the hours of 8:30 a.m. and 5 p.m. Monday-Friday;
- handling cash and equivalent monetary instruments;
- reconciling daily window activity including submitting accurate bank deposits.

Data is identified from source documents and accurately entered into automated systems. Daily reconciliation of financial data in preparation of supporting financial documentation is required. Trademark application files are processed on a first-in first-out (FIFO) basis, ensuring the integrity of processing in serial number order. Fee transactions associated with various actions (petitions, extensions, etc.) that take place after a Trademark application has been filed are processed on a first-in first-out (FIFO) basis, ensuring the integrity of processing based on the earliest date received. Full-time staffing of a customer service window that supports various financial and administrative tasks for both internal and external customers is also required.

C.3.2.3 DATA CAPTURE OF NEW APPLICATIONS

Data capture task provides for the capture of data from new Trademark applications into the various electronic database by means of optical scanning and Optical Character Recognition (OCR). Trademark application files are processed on a first-in, first-out (FIFO) basis.

C.3.2.4 NEW APPLICATION PROCESSING - PAPER APPLICATIONS ONLY

Trademark applications received on paper must be prepared (processed) in order to ensure all pertinent information enters appropriate databases. All applications are scanned and then electronically directed to various databases. Then data is "tagged" or typed from scanned images and "uploaded" into a final tracking database.

This includes, but is not limited to:

- assignment of the application serial number;
- initial file assembly (loose placement in file jackets, affixing labels);
- removal of any non-scannable objects, such as staples, paperclips, etc.;
- identification of the application components, especially of embedded drawings and specimens;
- ensuring the correct arrangement /sequence of the application components;
- identification and processing of any bulky (non-scannable) specimens submitted with an application, including digitally photographing or photocopying bulky specimens;

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- processing Trademark applications through document scanning equipment;
- visual quality inspection of scanned document images;
- identification of Trademark application components (indexing);
- electronic transfer of image and OCR files to Trade-Ups (a Trademark data entry system);
- checking necessary electronic directories through Explorer in order to review drawing pages that were not cropped and resolve by ensuring drawing pages are sent to this directory that are croppable. This is a daily activity.
- Screening all files purportedly needing rescanning to ensure rescanning will fix the problem.
- Keeping a record of all files rescanned at the request of the government
- Troubleshooting all missing images from files provided to the contractor from the government.
- Providing weekly data to COTR on number of scanned new applications electronically transferred through CROSSPRD to Tradeups.
- Scanning of child applications and forwarding scanned files on to Law Office assigned.
- Scanning the backlog of child applications of some 3,000 files - collecting the file from the assigned Law Office, scanning the file, and returning the scanned file back to the Law Office.

One or more senior members of the scanning operation must be able to interact with Government and other contractor resources at a level that will facilitate solutions to data flow problems and other software and hardware system interactions, such as troubleshooting.

Data Capture of New Application Information: The contractor shall provide sufficient staff to support the timely processing of an estimated average of 2,750 newly received TM applications per week. New applications received in paper must be scanned and the pertinent data entered into the Trademark Application Monitoring (TRAM) system via a process called "tagging". Contract personnel are required to perform the initial pre-exam processing on each such scanned application, including being able to read text on a computer screen without specific assistive technology. Specific tasks include but are not limited to:

- utilizing a PC and monitor and a split-screen image, move information from an application's OCR'd image to the appropriate fields on the data entry form (tagging) without specific assistive technology;
- reviewing each application for completeness, conformance with requirements, and the presence of all information required to grant a filing date;
- determining and assigning design search codes, mark drawing codes, and other supplemental information as appropriate and key enter this information into the appropriate location(s);
- upload tagged and completed files
- providing the Government with a daily report via e-mail of the batches and application serial numbers processed that day.

Work must be performed so that 98% or more of the applications are error free. Contractor is required to promptly correct all work returned because of errors. Representative errors include items such as misspellings, missing data, incorrect data, data entered in the wrong field, and incomplete data. The contractor is responsible for establishing a quality control program to insure work is performed at the required accuracy level.

Processing of any application which becomes available in the system prior to 5 p.m. on a work day must be completed no later than close of business (i.e., 5 p.m.) of the following work day (e.g., an application which becomes available in the system at 2 p.m. on Tuesday must be processed by 5 p.m. on Wednesday-the next work day; an application which becomes available in the system at 3 p.m. on Friday before a Monday holiday must be processed by 5 p.m. on Tuesday-the next work day). Processing of a batch is not considered complete until all applications in that batch are processed.

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C.3.2.5 ASSEMBLING NEW 76-SERIES PAPER APPLICATIONS

The contractor is expected to catch and fix scanning, tagging, and assembly errors prior to handing the files over to the government for subsequent examination. The contractor will be expected to retrieve, correct and return any files which may have been handed over to the government with errors introduced while in the contractor's possession.

The contractor will

- 2-hole punch all new paper-based applications, inserting the papers into the file wrappers in accordance with guidelines provided by the government, and will print and affix the large file jacket labels once tagging is complete and tagged files are uploaded.
- Deliver all assembled files to the law offices

The contractor will assure that all 76-series new applications will be scanned and assembled according to instructions provided by the government. The contractor will determine if files were mis-scanned, using government-supplied tools such as those available in the TICSRS (the Trademark Image Capture and Retrieval System) online supervisor module, or mis-assembled. These files will be retrieved and corrected by the contractor. The contractor shall report weekly on the volume of recounts.

The contractor will be provided with a report on images missing as a result of scanning problems and will be expected to locate these files, retrieve them, rescan them, and return them to the offices in which they were located.

It is anticipated that the contractor may eventually be asked to run the Missing Images Report, a comparison of images in TICSRS and in TRAM (the Trademark Reporting and File Management System).

C.3.2.6 PROOFREADING

The proofreading task is limited to the proofreading of Trademark applications that have been approved for publication.

C.3.2.6.1 PROOFREADING OF FILES APPROVED FOR PUBLICATION

The data contained in Trademark application files that have been approved for publication must be verified against the data in the electronic database prior to submission of electronic records to the Government Printing Office (GPO) for printing. Data quality is critical to the registration process and is a critical customer service issue. A full-file printout, including a review of the image, is checked against papers contained in the application file to ensure that spelling, spacing, punctuation, and formatting are correct and that data is not missing or entered into incorrect fields or records. Such errors are corrected by text editing the appropriate fields, using Trade-Ups, to bring the electronic database data into compliance with the application file. Questions to resolve substantive discrepancies between data in the application file and data shown on the full-file printout and in the TRAM database are entered on a 'Trademark Query Control Form' and directed to a Government monitor for resolution. Proofreading instructions are contained in the Data Entry Manual and the TIPS Official Gazette Review Proofreading Instructions, provided by the Government. Files received for proofreading are processed on a first-in/first-out (FIFO) basis, ensuring the integrity of processing based on the earliest date received. All files received for proofreading must have their locations updated in TRAM. All files leaving proofreading must have their "charged-to" locations updated in TRAM prior to leaving this area. This activity may eventually change at which time the contractor will no longer be tasked to correct the database. Volume estimates could approach a 50% increase since the Office expects that up to 50% of the files received by the contractor contain errors requiring database corrections. However, the tradeoff in effort between no text-editing and additional file review is expected to be equal.

The contractor must be able to retrieve files awaiting proofreading for returning to the law offices upon request. Volume is 450 files per week. Turnaround time is 1 business day from receipt of the request.

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C.4 TRAINING AND QUALIFICATIONS

C.4.1 TRAINING

Certain support services will require specific and tailored training, provided by the government, at the government's expense. This includes tagging, proofreading and text editing. Access to government systems for the purposes of accomplishing these tasks will be allowed only upon satisfactory completion of government-supplied training.

C.4.2 CONTRACTOR QUALIFICATIONS

Individuals assigned to tag, proofread/text edit work must be proficient using a PC, a peripheral Mouse, and Window applications, must have experience using WORD software, and must be able to read and comprehend English. Basic keyboarding skills to perform data entry is required.

C.4.3 KEY PERSONNEL

The Government requires an onsite Program Manager and an on-site System/Technical Administrator for Scanning permanently stationed at the Trademark Office during the contract period. Key personnel under this contract are specified in Section H.6.

C.5 PERFORMANCE-BASED SERVICE CONTRACTING

This contract is a Performance-Based Service Contract. Cycle time and accuracy goals are specified in Section J, Attachment J. The Contractor is required to perform in accordance with these Standards. Incentives earned by the Contractor, if any, will be applied utilizing the data from the USPTO's internal Quality Assurance System.

C.6 REPORTING REQUIREMENTS

The Contractor shall furnish two weekly reports to the COTR designated in Section G. 3. The content of these reports may evolve over time.

The first report will minimally contain workload volumes received, processed, remaining on hand, and average cycle time, as of the end of the week, and year-to-date for the following items:

- Incoming flatwork received (walk-ins and delivered flatwork)
- Incoming flatwork scanned
- Incoming USPS-returned mail
- Incoming flatwork with fees
- Incoming new applications
- Outbound mail
- Cost of outbound mail, by machine
- Number of Fee Window Customers
- Informal files delivered from Assembly
- Files tagged and uploaded
- Files proofed
- Proofed files returned to Law Offices with text editing changes needed, by LO
- Files needing only new OG dates
- Files returned from Proofing for Queries

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- Files returned from Proofing for Oops errors
- Files requested from proofing
- Files delivered from P&I (along with a separate list of the serial numbers of these files)

The second report will list the serial numbers of all new application files created, the date each file was created, the filing date assigned, the date the file was delivered to the assigned Law Office, and the date that filing receipts were mailed for at least 10% of the new applications.

C.7 TECHNICAL INSTRUCTIONS

The Contractor shall adhere to the technical instructions incorporated in Section J, Attachments B through I, when performing services under this contract.

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SECTION D -- PACKAGING AND MARKING

D.1 DELIVERIES AND MARKING

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

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

Clause	Title	Date
52.246-06	Inspection--Time-And-Material And Labor-Hour	May 2001

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 GOVERNMENT HOLIDAYS

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

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Presidential Inauguration Day	

The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, work shall not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or when Federal offices are closed to personnel for emergency reasons. The COTR will notify the Contractor when early release of Federal employees has been authorized. The Contractor shall establish duty hours for Contractor employees that will ensure that all services specified in the contract are provided.

F.2 PERIOD OF PERFORMANCE

The periods of performance of this contract are as follows:

Base Period:	October 1, 2002 - September 30, 2003
Option Period I (if exercised):	October 1, 2003 - September 30, 2004
Option Period II (if exercised):	October 1, 2004 - September 30, 2005
Option Period III (if exercised):	October 1, 2005 - September 30, 2006 — <i>EXERCISE</i>
Option Period IV (if exercised):	October 1, 2006 - September 30, 2007

PLACE OF PERFORMANCE

F.3

The work under this contract is to be performed at the USPTO facilities in the Office of Trademarks which is currently located at 2900 Crystal Drive, South Tower, Arlington, VA 22202. The Office of Trademarks is currently located in two buildings, the North Tower and the South Tower. The USPTO has signed a lease for the consolidation of its work spaces. It is anticipated that the USPTO will relocate all of its employees from 18 separate buildings into a consolidated campus in Alexandria, Virginia in the 2003 through 2006 timeframe.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of the contract.

(1) Contracting Officer's Technical Representative

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

(2) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of this solicitation. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make any changes, or approve any changes in the requirements of this contract, and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event, the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been without authority and no adjustment will be made in the contract price to cover any increase in costs occurred as a result thereof.

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

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

NAME: Marian Bruffy
ADDRESS: Office of Trademarks
2900 Crystal Drive
South Tower
Arlington, VA 22202
PHONE NO.: (703) 308-9200, ext. 247

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(b) The COTR may be changed at any time by the Government without prior notice to the Contractor, but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

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

(1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

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

G.4 ELECTRONIC PAYMENT INFORMATION

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

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

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

G.5 GOVERNMENT FURNISHED PROPERTY

(a) The Government will provide the item(s) as stated in the Statement of Work or individual task orders 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.

(b) 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.

(c) 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.

(d) 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.

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(e) Unless otherwise provided, the Contractor assumes the risk of and shall be responsible for, any loss or destruction of, or damage to, GFP.

G.6 GOVERNMENT PROPERTY - - FACILITIES USE

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

U.S. Patent and Trademark Office
2900 Crystal Drive,
South Tower Building
Arlington, VA 22202

(b) During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

G.7 SUBMISSION OF INVOICES

(a) The Contractor shall submit proper invoices on a monthly basis for payment one (1) original and two (2) copies of each invoice shall be submitted for each task order. Invoices shall, if applicable, deduct the withholding amount as specified in FAR 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts APR 1984), contained in Section I "CONTRACT CLAUSES" of this contract. Invoices shall be submitted to the following address:

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

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

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

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COTR'S CERTIFICATION

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

COTR Signature

Date

- (b) If services are rejected for failure to conform to the contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25 - See Section I) will apply to the new acceptance of replacement services.
- (c) Invoices shall be submitted monthly.
- (d) All costs shall be accumulated and invoiced by individual task order for billing purposes.

G.8 TASK ORDER IMPLEMENTATION

- (a) All work shall be initiated only by issuance of a fully executed task order issued by the Contracting Officer. The work to be performed under these task orders must be within the scope of the contract. The Government is only liable for labor hours expended under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized shall be disallowed.
- (b) The COTR shall initiate the task order implementation process by preparing a statement of requirements or objectives to be achieved by completion of the task order in the form of a Task Objective Statement (TOS). The TOS will contain a detailed description of the functional or other objectives to be achieved, a schedule for completion of the task order, and deliverables to be provided by the task order.
- (c) The Contractor shall acknowledge receipt of each TOS and shall develop and forward to the COTR within ten (10) calendar days a proposed Task Management Plan (TMP) for accomplishing the assigned task within the period specified. The TMP shall define the scope, specific tasks and actions which are proposed to be taken by the Contractor to complete the task order, and cost estimate. The TMP shall provide the Contractor's interpretation of the scope of work, a description of the technical approach, and a work schedule. The Contractor shall also identify all the responsibilities of the Government which will affect the task order and any dependencies which may exist.
- (d) Based upon the contents of the TMP, the Contractor and the Government shall negotiate the number of hours and labor mix required to complete the task order, any changes in the scope of the work to be performed, the schedule or the deliverables to be provided in the task order.
- (e) Within five (5) working days following the conclusion of the final negotiations related to the TMP, the Contractor shall submit a revised TMP which reflects the negotiated agreement. A task order is then fully executed and issued by the Contracting Officer.
- (f) The Contractor shall begin work on the task order in accordance with the effective date indicated on the task order.
- (g) Following execution of the task order, technical clarifications may be issued in writing at any time by the COTR to amplify, or provide additional guidance to the Contractor regarding performance of the task order. The Contractor shall notify the Contracting Officer of any instructions or guidance the Contractor considers to be a change to the task order which will impact the cost, schedule or deliverables content of the baseline work plan. In

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cases were technical instructions or other events may dictate a change from the baseline, task orders may be formally amended in writing by the Contracting Officer to reflect modifications to tasking. The Contractor is responsible for revising the work plan to reflect task order amendments within five (5) working days following negotiation or issuance of a modification of the task order.

(h) The Contractor shall not exceed the ceiling price established in each task order. When the Contractor has reason to believe that the labor amount for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Contracting Officer. Such notification shall include an estimate of the additional amount and, if necessary, additional time required for completion of the ordered work.

(i) Task orders may be placed during the period of performance of the contract, as identified in clause F.2. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect at the time the task order is executed. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices. Work performed on such orders after the end of the contract's period of performance will continue to be charged at the last effective rates.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 ADVERTISING OF AWARD

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

H.2 ANTI-BOUNTY QUEST

The contractor agrees, in the performance of this contract, not to pursue bounties offered by private sector sources for identifying prior art. The contractor further agrees not to allow its employees to pursue bounties offered by private sector sources for identifying prior art or marks 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 or mark 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.3 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the PTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract, the Contractor may have access to confidential data that is the sole property of the PTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be gained throughout contract performance whether title thereto vests in the PTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof, or data derivative there from, to unauthorized parties in contravention of these provisions without prior written approval of the Contracting Officer or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and consultants used by the Contractor.

H.4 GOVERNMENT IDENTIFICATION/SUITABILITY INVESTIGATIONS

Each contract employee working for over 180 days under this contract must undergo investigative processing. The investigation that will be conducted by the Office of Personnel Management (OPM) is a National Agency Check with Inquires (NACI). (NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require 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.)

Investigative Processing –

The COTR, in conjunction with the contractor's Project Manager, is responsible for initiating and ensuring the accuracy and completeness of the investigative package for each contract employee.

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Once the packages have been reviewed, packages will then be forwarded to the USPTO Security Office for further processing, e.g., fingerprinting, etc. Investigative paperwork must be submitted to the USPTO Security Office and forwarded to the OPM within 14 days after the Subject's performance on the contract.

Processing Requirements -

The investigative package must contain the following investigative forms: SF-85, Questionnaire for Non Sensitive Positions; FD 258, Fingerprint Chart; and the OF 306, Declaration for Federal Employment.

Non U.S. citizens to be employed under this contract must:

- a. Have official legal status in the United States; and
- b. Have continuously resided in the United States for the last 2 years

If the USPTO Security Office receives disqualifying information on a contract employee, the Contractor, upon notice, will immediately remove the employee from their duties under this contract. Contract employees may be barred from working on the premises of a facility for any of the following:

- a. Falsification of information entered on the investigative forms.
- b. Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
- c. Improper conduct once performing on the contract, including criminal, infamous, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly relates to the contract.
- d. Any behavior judged to pose a potential threat to USPTO personnel or property. Failure to comply with these requirements may result in the cancellation of this contract.

This clause also applies to any on-site subcontractors or consultants to be used by the Contractor.

H.5 INSURANCE COVERAGE

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

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

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

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

H.6 KEY PERSONNEL

**DOCUMENT REDACTED
EXEMPTION 4 FOIA
5 USC § 552(b)(4)**

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

Labor Category

Personnel

[REDACTED]

[REDACTED]

(Other labor categories may be specified after award)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall obtain the consent of the Contracting Officer prior to making Key Personnel substitutions. Replacements for Key Personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced.

(c) Requests for changes shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

H.7 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.8 ORGANIZATIONAL CONFLICT OF INTEREST

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

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(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.9 SUPERVISION OF CONTRACTOR'S EMPLOYEES

(a) Personnel assigned to render services under this contract shall at all times be employees of the Contractor or its subcontractor(s) and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder.

(b) Contractor personnel shall not at any time during the contract period be employees of the U.S. Government.

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

Clause	Title	Date
52.202-01	Definitions	December 2001
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 1997
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.215-02	Audit and Records--Negotiation	June 1999
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	October 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	October 1997
52.215-17	Waiver of Facilities Capital Cost of Money	October 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	October 1997
52.217-08	Option To Extend Services	November 1999
52.219-08	Utilization of Small Business Concerns	October 2000
52.219-14	Limitations On Subcontracting	December 1996
52.222-03	Convict Labor	August 1996
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	September 2000
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	February 1999
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-41	Service Contract Act Of 1965, As Amended	May 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option Contracts)	May 1989
52.223-05	Pollution Prevention and Right-to-Know Information	April 1998
52.223-06	Drug Free Workplace	May 2001
52.223-10	Waste Reduction Program.	August 2000
52.223-14	Toxic Chemical Release Reporting	October 2000

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52.225-13	Restrictions on Certain Foreign Purchases	July 2000
52.227-14	Rights in Data--General	June 1987
52.227-14 Alt I	Rights in Data--General Alternate I	June 1987
52.229-03	Federal, State And Local Taxes	January 1991
52.232-07	Payments Under Time-And-Materials And Labor Hour Contracts	February 2002
52.232-08	Discounts For Prompt Payment	February 2002
52.232-17	Interest	June 1996
52.232-18	Availability Of Funds	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	February 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	May 1999
52.233-01 Alt I	Disputes Alternate I	December 1991
52.233-03	Protest After Award	August 1996
52.237-02	Protection Of Government Buildings, Equipment, And Vegetation	April 1984
52.239-01	Privacy or Security Safeguards	August 1996
52.242-13	Bankruptcy	July 1995
52.243-03	Changes--Time-And-Material Or Labor-Hours	September 2000
52.243-07	Notification Of Changes	April 1984
52.244-02	Subcontracts	August 1988
52.245-01	Property Records	April 1984
52.245-05	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	January 1986
52.245-19	Government Property Furnished "As Is"	April 1984
52.246-25	Limitation Of Liability--Services	February 1997
52.249-02	Termination For Convenience Of The Government (Fixed-Price)	September 1996
52.249-06 Alt IV	Termination (Cost Reimbursement)	September 1996
52.249-14	Excusable Delays	April 1984
52.251-01	Government Supply Sources	April 1984
52.253-01	Computer Generated Forms	January 1991

I.2 52.219-70XX SECTION 8(A) AWARD

(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) contract 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

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

(c) The contractor agrees:

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

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

I.3 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8 (A) CONCERNS

JUNE 1999

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) Innovative Technologies, Inc. will notify the USPTO Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

I.4 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS

DECEMBER 2001

(a) Definitions. As used in this clause-

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

Contract	Document No. 50PAPT201008	Document Title Trademark Support Services	Page 32 of 33
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"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

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

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

(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(a)).

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.5 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 60 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 five years.

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Description</u>
A	Department of Labor Wage Determination No. 94-2103, Rev. 26
B	Business Rules and Procedures for Accepting Trademark Process Fees – <i>by reference</i>
C	Instructions for Processing New Applications – <i>by reference</i>
D	Instructions for Assembling New Applications – <i>by reference</i>
E	Instructions for Proofing – <i>by reference</i>
F	Scanning Instructions – <i>by reference</i>
G	Scanning Incoming Paper Correspondence Instructions – <i>by reference</i>
H	Official Mail Stops – <i>by reference</i>
I	Special Mail Pickup, Delivery and Handling Instructions – <i>by reference</i>
J	Cycle Time/Accuracy/Volume Workloads Table

ATTACHMENT A

CONTRACT 50PAPT201008

Department of Labor Wage
Determination No. 94-2103, Rev. 26

94-2103 DC, DISTRICT-WIDE

06/04/02

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W. Gross
DirectorDivision of
Wage Determinations

Wage Determination No.: 1994-2103

Revision No.: 26

Date Of Last Revision: 05/29/2002

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE

MINIMUM WAGE RATE

Administrative Support and Clerical Occupations

Accounting Clerk I	10.16
Accounting Clerk II	11.88
Accounting Clerk III	14.04
Accounting Clerk IV	16.37
Court Reporter	14.94
Dispatcher, Motor Vehicle	14.63
Document Preparation Clerk	11.29
Duplicating Machine Operator	11.29
Film/Tape Librarian	14.65
General Clerk I	11.68
General Clerk II	13.72
General Clerk III	15.32
General Clerk IV	18.74
Housing Referral Assistant	17.82
Key Entry Operator I	10.40
Key Entry Operator II	11.62
Messenger (Courier)	9.30
Order Clerk I	14.74
Order Clerk II	16.29
Personnel Assistant (Employment) I	13.05
Personnel Assistant (Employment) II	14.24
Personnel Assistant (Employment) III	16.42
Personnel Assistant (Employment) IV	19.60
Production Control Clerk	17.28
Rental Clerk	15.42
Scheduler, Maintenance	14.06
Secretary I	14.71
Secretary II	15.35
Secretary III	18.49
Secretary IV	19.57
Secretary V	22.79
Service Order Dispatcher	14.04
Stenographer I	14.68
Stenographer II	16.47
Supply Technician	19.57
Survey Worker (Interviewer)	14.94
Switchboard Operator-Receptionist	10.96
Test Examiner	15.35
Test Proctor	15.35
Travel Clerk I	11.63
Travel Clerk II	12.49

Travel Clerk III	13.41
Word Processor I	11.80
Word Processor II	14.22
Word Processor III	16.65
Automatic Data Processing Occupations	
Computer Data Librarian	11.69
Computer Operator I	13.30
Computer Operator II	15.67
Computer Operator III	18.60
Computer Operator IV	18.94
Computer Operator V	22.94
Computer Programmer I (1)	19.64
Computer Programmer II (1)	23.05
Computer Programmer III (1)	26.99
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	26.99
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	14.06
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	21.38
Automotive Glass Installer	17.03
Automotive Worker	17.03
Electrician, Automotive	18.05
Mobile Equipment Servicer	14.94
Motor Equipment Metal Mechanic	19.03
Motor Equipment Metal Worker	17.03
Motor Vehicle Mechanic	19.11
Motor Vehicle Mechanic Helper	16.01
Motor Vehicle Upholstery Worker	17.03
Motor Vehicle Wrecker	17.03
Painter, Automotive	18.05
Radiator Repair Specialist	17.03
Tire Repairer	14.43
Transmission Repair Specialist	19.03
Food Preparation and Service Occupations	
Baker	11.87
Cook I	10.41
Cook II	11.87
Dishwasher	8.76
Food Service Worker	9.01
Meat Cutter	16.07
Waiter/Waitress	8.17
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.05
Furniture Handler	12.55
Furniture Refinisher	18.05
Furniture Refinisher Helper	13.85
Furniture Repairer, Minor	16.01
Upholsterer	18.05
General Services and Support Occupations	
Cleaner, Vehicles	9.67
Elevator Operator	9.79
Gardener	12.98
House Keeping Aid I	9.02
House Keeping Aid II	9.28
Janitor	9.64
Laborer, Grounds Maintenance	10.75
Maid or Houseman	9.28
Pest Controller	11.85
Refuse Collector	10.88
Tractor Operator	12.73
Window Cleaner	10.51
Health Occupations	
Dental Assistant	14.36

Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.95
Licensed Practical Nurse I	14.43
Licensed Practical Nurse II	16.20
Licensed Practical Nurse III	18.13
Medical Assistant	11.76
Medical Laboratory Technician	13.93
Medical Record Clerk	13.57
Medical Record Technician	14.21
Nursing Assistant I	8.46
Nursing Assistant II	9.52
Nursing Assistant III	11.94
Nursing Assistant IV	13.40
Pharmacy Technician	11.84
Phlebotomist	11.21
Registered Nurse I	22.54
Registered Nurse II	25.08
Registered Nurse II, Specialist	25.08
Registered Nurse III	32.38
Registered Nurse III, Anesthetist	32.38
Registered Nurse IV	38.81
Information and Arts Occupations	
Audiovisual Librarian	18.95
Exhibits Specialist I	16.79
Exhibits Specialist II	20.99
Exhibits Specialist III	25.84
Illustrator I	17.03
Illustrator II	21.29
Illustrator III	26.20
Librarian	22.33
Library Technician	15.03
Photographer I	13.93
Photographer II	15.64
Photographer III	19.56
Photographer IV	24.08
Photographer V	26.50
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	8.71
Counter Attendant	8.71
Dry Cleaner	9.83
Finisher, Flatwork, Machine	8.71
Presser, Hand	8.71
Presser, Machine, Drycleaning	8.71
Presser, Machine, Shirts	8.71
Presser, Machine, Wearing Apparel, Laundry	8.71
Sewing Machine Operator	10.63
Tailor	12.43
Washer, Machine	9.31
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.05
Tool and Die Maker	21.95
Material Handling and Packing Occupations	
Forklift Operator	14.58
Fuel Distribution System Operator	19.38
Material Coordinator	16.97
Material Expediter	16.97
Material Handling Laborer	11.50
Order Filler	13.21
Production Line Worker (Food Processing)	11.64
Shipping Packer	12.21
Shipping/Receiving Clerk	13.09
Stock Clerk (Shelf Stocker; Store Worker II)	12.69
Store Worker I	8.89
Tools and Parts Attendant	16.99
Warehouse Specialist	15.01
Mechanics and Maintenance and Repair Occupations	

Aircraft Mechanic	21.95
Aircraft Mechanic Helper	14.51
Aircraft Quality Control Inspector	21.01
Aircraft Servicer	16.78
Aircraft Worker	17.84
Appliance Mechanic	18.05
Bicycle Repairer	14.43
Cable Splicer	20.93
Carpenter, Maintenance	18.05
Carpet Layer	17.61
Electrician, Maintenance	22.59
Electronics Technician, Maintenance I	16.08
Electronics Technician, Maintenance II	20.88
Electronics Technician, Maintenance III	22.73
Fabric Worker	15.76
Fire Alarm System Mechanic	19.03
Fire Extinguisher Repairer	14.94
Fuel Distribution System Mechanic	20.93
General Maintenance Worker	16.46
Heating, Refrigeration and Air Conditioning Mechanic	19.03
Heavy Equipment Mechanic	19.03
Heavy Equipment Operator	19.31
Instrument Mechanic	19.03
Laborer	10.70
Locksmith	18.05
Machinery Maintenance Mechanic	20.51
Machinist, Maintenance	21.52
Maintenance Trades Helper	13.85
Millwright	19.24
Office Appliance Repairer	18.05
Painter, Aircraft	20.76
Painter, Maintenance	18.05
Pipefitter, Maintenance	19.04
Plumber, Maintenance	18.05
Pneudraulic Systems Mechanic	19.03
Rigger	19.03
Scale Mechanic	17.03
Sheet-Metal Worker, Maintenance	19.03
Small Engine Mechanic	20.05
Telecommunication Mechanic I	19.41
Telecommunication Mechanic II	20.45
Telephone Lineman	20.93
Welder, Combination, Maintenance	19.03
Well Driller	19.03
Woodcraft Worker	19.03
Woodworker	15.32
Miscellaneous Occupations	
Animal Caretaker	8.97
Carnival Equipment Operator	11.11
Carnival Equipment Repairer	11.97
Carnival Worker	7.48
Cashier	8.53
Desk Clerk	9.78
Embalmer	19.04
Lifeguard	9.67
Mortician	21.63
Park Attendant (Aide)	12.15
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.03
Recreation Specialist	15.94
Recycling Worker	14.06
Sales Clerk	10.04
School Crossing Guard (Crosswalk Attendant)	10.34
Sport Official	11.24
Survey Party Chief (Chief of Party)	14.92
Surveying Aide	9.27

Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.18
Swimming Pool Operator	13.21
Vending Machine Attendant	10.20
Vending Machine Repairer	13.24
Vending Machine Repairer Helper	10.77
Personal Needs Occupations	
Child Care Attendant	11.37
Child Care Center Clerk	15.86
Chore Aid	8.05
Homemaker	16.45
Plant and System Operation Occupations	
Boiler Tender	20.85
Sewage Plant Operator	19.15
Stationary Engineer	20.85
Ventilation Equipment Tender	13.85
Water Treatment Plant Operator	19.72
Protective Service Occupations	
Alarm Monitor	15.04
Corrections Officer	17.69
Court Security Officer	18.84
Detention Officer	18.29
Firefighter	19.72
Guard I	9.51
Guard II	12.53
Police Officer	20.54
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.46
Hatch Tender	14.31
Line Handler	14.31
Stevedore I	15.47
Stevedore II	17.45
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.96
Air Traffic Control Specialist, Station (2)	19.97
Air Traffic Control Specialist, Terminal (2)	21.99
Archeological Technician I	14.57
Archeological Technician II	16.29
Archeological Technician III	20.20
Cartographic Technician	22.73
Civil Engineering Technician	19.56
Computer Based Training (CBT) Specialist/ Instructor	23.94
Drafter I	12.22
Drafter II	15.30
Drafter III	17.18
Drafter IV	21.49
Engineering Technician I	15.50
Engineering Technician II	17.99
Engineering Technician III	21.63
Engineering Technician IV	24.82
Engineering Technician V	30.35
Engineering Technician VI	36.72
Environmental Technician	19.29
Flight Simulator/Instructor (Pilot)	27.76
Graphic Artist	20.36
Instructor	23.34
Laboratory Technician	15.98
Mathematical Technician	23.39
Paralegal/Legal Assistant I	16.71
Paralegal/Legal Assistant II	21.31
Paralegal/Legal Assistant III	26.07
Paralegal/Legal Assistant IV	31.54
Photooptics Technician	21.06
Technical Writer	23.99
Unexploded (UXO) Safety Escort	18.40
Unexploded (UXO) Sweep Personnel	18.40

Unexploded Ordnance (UXO) Technician I	18.40
Unexploded Ordnance (UXO) Technician II	22.27
Unexploded Ordnance (UXO) Technician III	26.69
Weather Observer, Combined Upper Air and Surface Programs (3)	16.64
Weather Observer, Senior (3)	19.38
Weather Observer, Upper Air (3)	16.64
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	15.09
Parking and Lot Attendant	8.62
Shuttle Bus Driver	11.76
Taxi Driver	10.60
Truckdriver, Heavy Truck	17.52
Truckdriver, Light Truck	11.78
Truckdriver, Medium Truck	14.97
Truckdriver, Tractor-Trailer	17.52

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Col Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute any of the named holidays another day off with pay in accordance with a plan 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. a 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 employee (40 hours week) and Sunday is part of your regularly scheduled workweek, you are paid at your regular basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees 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, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives, incendiary materials. All operations involving regrading and cleaning of artillery rounds.

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 employment possibly adjacent to) explosives and incendiary materials which involves potential in

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 differentials.

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (\$0.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of 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 1 (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 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 S 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(s).

2) After contract award, the contractor prepares a written report listing in order of priority the 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 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 on 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) 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 required 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 combine, or subdivide classifications listed in the wage determination.

ATTACHMENT J

CONTRACT 50PAPT201008

Cycle Time/Accuracy/
Volume Workloads Table

<i>Task</i>	<i>Service</i>	<i>Cycle Time</i>	<i>Accuracy Required</i>	<i>FY 2002 Estimated Workload Volumes</i>	<i>Frequency of Task</i>	<i>Criticality to Mission</i>
Delivery and pickup of interoffice and outgoing mail.	Mailroom	Within one business day of pickup.	98%	700,000	Twice daily	Low
Official Gazette Proofs pickup.	Mailroom	Within 2 hours of their availability.	100%	1-2 boxes a week	Every Friday.	High
Plaza special mail pickup.	Mailroom	Any time daily.	100%	3,000	Daily	Low
Arlington Mall special mail pickup	Mailroom	Any time those 2 days	100%	10 (very few come in – but the Commissioner's Office does not want them sitting at Arlington Mall, hence the need to check twice weekly)	Twice weekly	Low
Official Gazette bounced file pickup from the Law offices	Mailroom	On scheduled mail run each day	100%	5,200	Daily	Medium
Delivery of queries to gov't monitor	Proofing	On scheduled mail run each day.	100%	10,000	Daily	Medium

Delivery of files that cannot be receipted in to contractor location on TRAM (Oops) to Law Offices and to Office of Program Control.	Proofing	On scheduled mail run each day	100%	7,000	As found, perhaps daily	Low
Pickup of files to be proofed from the Law Offices.	Proofing	On scheduled mail run each day	99%	250,000	Daily	Low
File Delivery from Publication and Issue (3 rd Floor STB) to Law Offices	Proofing	See Frequency	100%	100 per week	Every Tuesday Morning	Medium
Delivery of requested files awaiting proofing to various TM offices.	Proofing	Within 1 business day of request, unless requested by TAC for a member of the public in which case, file delivery is within one hour.	100%	250	Daily	Low

New Application File Assembly	Assembling Applications	Deliver assembled files to the Law Offices within one business day of upload from the tagging function.	98%	125,000	Daily	Medium
Retrieving and delivering Informal Files	Assembling Applications	1 business day from request.	100%	5,000	Daily	Low
Processing incoming mail, excluding new paper applications, but including scanning all flatwork	Mailroom	Non-fee - within 2 business days of delivery.	98%	1,000,000	Daily	High
Processing Outgoing Mail	Mailroom	1 business day from pickup.	99%	625,000	Daily	Medium
Proofing Files	Proofing	5 days from pickup	99%	225,000	Daily	High
Setting new publication dates for Official Gazette bounced files	Proofing	5 days from pickup in the law offices.	100%	5,200	Daily	High
Tag and upload new paper applications	Data Capture of New Applications	Within 10 days of receipt.	99%	125,000	Daily	High

Process flatwork and new application fees.	Fee Processing	Within 5 days of receipt.	99%	365,000	Daily	High
Scanning new applications	Data Capture of New Applications	Within 7 days of receipt	99%	550/day	Daily	High
Customer Service Window	Fee Processing	COB each day	99%	25,000	8:30 am – 5 PM Daily	Medium
Scanning Child Applications and delivering to assigned Law Office	Data Capture of New Applications	Within 2 days of receipt	100%	5,000	95 a week estimated	Medium
Scanning the backlog of Child Applications (finding them in the assigned TM offices, scanning and returning to assigned office)	Data Capture of New Applications	Within 3 mos of contract award	100%	3,000	We'd like this done by 12/31/02	Medium