

## AWARD/CONTRACT

OMB No. 0605-0010 Expiration Date: 2/28/94

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) RATING					
2. CONTRACT NO. 50-PAPT-5-00045		3. EFFECTIVE DATE September 01, 1995		4. REQUISITION/PROJECT NO. C1843P9500060	
5. ISSUED BY Code: CODE 1300  U.S. Department of Commerce Patent and Trademark Office Office of Procurement - Box 6 Washington, D.C. 20231			6. ADMINISTERED BY Code: (If other than Item 5)		
7. NAME AND ADDRESS OF CONTRACTOR  SYSTEMS INTEGRATION, INC. 2810 GREENWAY DRIVE ELLICOTT CITY, MD 21042  Code: Facility Code:			8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below) DESTINATION		
10. SUBMIT INVOICES TO ADDRESS IN 12: (2 Copies)			9. DISCOUNT FOR PROMPT PAYMENT 10 CALENDAR DAYS 20 CALENDAR DAYS		
11. SHIP TO/ MARK FOR CODE  See F.6 DELIVERY LOCATION			12. PAYMENT WILL BE MADE BY CODE Box 17 Patent and Trademark Office Office of Finance - Room 802B Washington, D.C. 20231		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [ ] 10 U.S.C. 2304(c) ( ) [X] 41 U.S.C. 253(c) (5)					
14. ACCOUNTING AND APPROPRIATION DATA 95 A 80 84341 311000 2597 95 A 80 84410 408303 2597					
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS					
15G. TOTAL AMOUNT OF CONTRACT				\$232,000.00	
EXCEPTION TO STANDARD FORM SF26 (REV.4-85)				Prescribed by GSA FAR(48 CFR) 53.214(a)	

AWARD/CONTRACT

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 6 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, and (c) such provisions, representations, certifications, and specifications as are incorporated by reference herein, and (d) your offer on Solicitation Number 52-PAPT-5-00045 dated August 01, 1995 and August 14, 1995. (Attachments are listed herein.)

18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER  See Tripartite Agreement
19B. NAME OF CONTRACTOR by _____ (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by _____ (Signature of Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED

EXCEPTION TO STANDARD FORM 26 (REV.4-85)

TRIPARTITE AGREEMENT

CONTRACT NUMBER: 50-PAPT-5-00045  
SBA 0723-95-2-00203

PRIME CONTRACTOR: U.S. SMALL BUSINESS ADMINISTRATION  
SUBCONTRACTOR: SYSTEMS INTEGRATION, INC.  
2810 GREENWAY DRIVE  
ELLICOTT CITY, MD 21042

SUBCONTRACTOR: **SYSTEMS INTEGRATION, INC.**

BY: Eric Fukuchi DATE: 8/25/95

NAME AND TITLE: Eric Fukuchi, President

PRIME CONTRACTOR: **U.S. SMALL BUSINESS ADMINISTRATION**

BY: Lyndia P. Smith DATE: 8/30/95

NAME AND TITLE: CONTRACTING OFFICER

CONTRACTING OFFICE: **PATENT AND TRADEMARK OFFICE  
OFFICE OF PROCUREMENT**

BY: David J. Zelnick DATE: 8/24/95

NAME AND TITLE: DAVID J. ZELNICK, CONTRACTING OFFICER

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 SUPPLIES OR SERVICES**

The Contractor shall provide services to modernize the General Information Services Division of the Patent and Trademark Office.

**B.2 TYPE OF CONTRACT**

The Government contemplates award of a Time and Materials contract. The Contractor shall perform the work under CLINs 0001 - 0006 in accordance with task orders that will be issued by the PTO.

**B.3 TASK ORDERS**

- (a) The Contractor shall perform work under this contract as specified in written task orders issued by the Contracting Officer.
- (b) Each task order will include (1) a numerical designation, (2) task description, (3) task requirements, (4) schedule of deliverables, (5) a request for a work plan, (6) identification of the period (base, option period I, etc.) to which the task order is to be charged, and (7) a ceiling price which the Contractor shall not exceed.
- (c)
  - (1) The Contractor shall acknowledge receipt of each task order by returning to the Contracting Officer's Technical Representative a signed copy of the task order within one (1) calendar day after its receipt.
  - (2) Within five (5) calendar days after receipt of a task order, the Contractor shall submit two (2) copies of a work plan to the COTR and one (1) copy to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.
  - (3) Within five (5) calendar days after receipt of a work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.
  - (4) If the Contractor has not received approval on a work plan within ten (10) calendar days after its submission, the Contractor shall immediately make an inquiry to the COTR. If the Contracting Officer disapproves a work plan, the Contractor shall not

## B.3 (Continued)

begin work until the problem causing the disapproval is resolved. In either case, the Contractor shall start work only when the Contracting Officer approves the work plan.

- (d) The Contractor shall complete the work required under this contract as described in the task orders, Statement of Work, and other terms and conditions of the contract. If additional labor-hours in excess of the estimated labor-hours of the task order are required to complete the work, the Contractor shall obtain the Contracting Officer's approval prior to proceeding with the work of the task order. The Contractor is not authorized to exceed the estimate of required labor hours of the approved work plan.
- (e) Task orders shall not change any terms or conditions of the contract. Where any language in the work assignments may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

**B.4 CEILING PRICE**

The ceiling price of this contract is \$232,000.00. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

**B.5 COSTS/PRICES**

- (a) The Contractor shall provide the services under this time and materials contract at the fixed hourly rates identified in the Schedule of Prices. The specified fixed hourly rates shall include wages, overhead, general and administrative expenses and profit. A ceiling price will be established for each task order issued, based on an estimated amount of labor required to perform the task. The ceiling price will not change for the task order unless approval is given by the Contracting Officer.
- (b) Materials required under this contract shall be at cost, including if appropriate, material handling costs as part of material costs. When included as part of the material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the Contractor's usual accounting procedures consistent with Part 31 of the Federal Acquisition Regulation.

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.6 SCHEDULE OF PRICES - BASIC CONTRACT PERIOD

ITEM NO.	DESCRIPTION OF SERVICES	LABOR CATEGORY	RATE \$/HOUR
0001	The Contractor shall provide the Government with a system which will modernize and improve the functions and services of the General Information Services Division agents. This shall include, but not be limited to, basic building block components and an overall plan [including such things as a cost analysis, cost estimates, personnel requirements, and a plan for any subcontracting] for a turnkey system. The plans shall address provision of, or recommendations for, purchase; timing of purchase; design; installation; production; testing; implementation; maintenance; software licences required; warranty of the required software, firmware, groupware, hardware; evaluation and delivery of the overall system; manuals; and the training of staff for integrating the modernized functions of GISD.	General Manager Project Manager Subject Matter Consultant Computer Systems Analyst 1 Computer Systems Analyst 2 Computer Systems Analyst 3 Computer Programmer 1 Computer Programmer 2 Computer Programmer 3 Computer Programmer 4 Word Processor 1 Word Processor 2 Word Processor 3 General Clerk 1 General Clerk 2 General Clerk 3 General Clerk 4 Key Entry Operator 1 Key Entry Operator 2	\$64.90 \$56.25 \$65.00 \$38.94 \$47.60 \$56.25 \$34.62 \$38.94 \$43.27 \$47.60 \$21.63 \$25.96 \$30.29 \$17.31 \$21.63 \$25.96 \$30.29 \$21.63 \$25.96
0002	Purchase of equipment to modernize the GISD	Material Handling Costs Rate/% of Cost	

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

Contractor to propose specific labor categories as appropriate to perform the work under each task order. (See Contract Clause B.3 Task Orders.)

A ceiling price is determined for each task order based on the estimated amount of labor required to perform the work. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified in each order, except at the Contractor's own risk.

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.7 SCHEDULE OF PRICES - OPTION PERIOD I

ITEM NO.	DESCRIPTION OF SERVICES	LABOR CATEGORY	RATE \$/HOUR
0003	The Contractor shall provide the Government with a system which will modernize and improve the functions and services of the General Information Services Division agents. This shall include, but not be limited to, basic building block components and an overall plan [including such things as a cost analysis, cost estimates, personnel requirements, and a plan for any subcontracting] for a turnkey system. The plans shall address provision of, or recommendations for, purchase; timing of purchase; design; installation; production; testing; implementation; maintenance; software licences required; warranty of the required software, firmware, groupware, hardware; evaluation and delivery of the overall system; manuals; and the training of staff for integrating the modernized functions of GISD.	General Manager Project Manager Subject Matter Consultant Computer Systems Analyst 1 Computer Systems Analyst 2 Computer Systems Analyst 3 Computer Programmer 1 Computer Programmer 2 Computer Programmer 3 Computer Programmer 4 Word Processor 1 Word Processor 2 Word Processor 3 General Clerk 1 General Clerk 2 General Clerk 3 General Clerk 4 Key Entry Operator 1 Key Entry Opeartor 2	\$67.50 \$58.50 \$67.60 \$40.50 \$49.50 \$58.50 \$36.00 \$40.50 \$45.00 \$49.50 \$22.50 \$27.00 \$31.50 \$18.00 \$22.50 \$27.00 \$31.50 \$22.50 \$27.00
0004	Purchase of equipment to modernize the GISD	Material Handling Costs Rate/% of Cost	

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

Contractor to propose specific labor categories as appropriate to perform the work under each task order. (See Contract Clause B.3 Task Orders.)

A ceiling price is determined for each task order based on the estimated amount of labor required to perform the work. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified in each order, except at the Contractor's own risk.

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.8 SCHEDULE OF PRICES - OPTION PERIOD II

ITEM NO.	DESCRIPTION OF SERVICES	LABOR CATEGORY	RATE \$/HOUR
0005	The Contractor shall provide the Government with a system which will modernize and improve the functions and services of the General Information Services Division agents. This shall include, but not be limited to, basic building block components and an overall plan [including such things as a cost analysis, cost estimates, personnel requirements, and a plan for any subcontracting] for a turnkey system. The plans shall address provision of, or recommendations for, purchase; timing of purchase; design; installation; production; testing; implementation; maintenance; software licences required; warranty of the required software, firmware, groupware, hardware; evaluation and delivery of the overall system; manuals; and the training of staff for integrating the modernized functions of GISD.	General Manager Project Manager Subject Matter Consultant Computer Systems Analyst 1 Computer Systems Analyst 2 Computer Systems Analyst 3 Computer Programmer 1 Computer Programmer 2 Computer Programmer 3 Computer Programmer 4 Word Processor 1 Word Processor 2 Word Processor 3 General Clerk 1 General Clerk 2 General Clerk 3 General Clerk 4 Key Entry Operator 1 Key Entry Operator 2	\$70.20 \$60.84 \$70.30 \$42.12 \$51.48 \$60.84 \$37.44 \$42.12 \$46.80 \$51.48 \$23.40 \$28.08 \$32.76 \$18.72 \$23.40 \$28.08 \$32.76 \$23.40 \$28.08
0006	Purchase of equipment to modernize the GISD	Material Handling Costs Rate/% of Cost	

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

Contractor to propose specific labor categories as appropriate to perform the work under each task order. (See Contract Clause B.3 Task Orders.)

A ceiling price is determined for each task order based on the estimated amount of labor required to perform the work. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified in each order, except at the Contractor's own risk.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 STATEMENT OF WORK/SPECIFICATIONS**

The Contractor shall furnish the necessary personnel, material, equipment, services, and training to perform the requirements (except as otherwise specified) outlined in this Statement of Work/Specification.

**C.2 BACKGROUND**

C.2.1 The General Information Services Division (GISD) of the Center for Patent and Trademark Information (CPTI) of the U.S. Patent and Trademark Office (PTO) currently answers general inquiries from the public interested in patents and/or trademarks. These inquiries are received by telephone, in-person, or by mail.

C.2.2 The GISD agents respond to these telephone, in-person, or written general patent and/or trademark questions by using various resources or tools. For a response to a mail inquiry, an agent may mail printed materials or a personally drafted letter--usually with appropriate enclosures. For an in-person inquiry, the customer leaves with information and printed materials in hand.

C.2.3 For a telephone HELP line inquiry, the agent answers general questions, decides what printed material may be appropriate to mail to the caller, types a mailing label coded with the printed material to be included in the mailing, decides whether to transfer the call to a program office, releases the caller, and records the nature of the call via the ACD (Automatic Call Distribution) system. On average, telephone inquiries take about two minutes, plus a 15 second wrap-up, after which the ACD directs another call to the agent.

C.2.4 To maintain an average two minute call duration, the agents must be well trained and utilize memory and printed materials in notebooks--all while accessing various data bases at shared (remote) work stations and typing coded mailing labels using a typewriter.

C.2.5 Customers also call for general information from a voice response system by calling the INFO line. The voice response system has ten lines, 34 messages, four menu items which allow the caller to leave a name and address for printed material to be mailed to the caller, 11 menu items which allow the caller to be transferred to a program office, and the option, at any time, to be transferred to a HELP line agent.

### C.3 SCOPE

The scope of this solicitation is to provide the Government with a system which will modernize and improve the functions and services of the General Information Services Division (GISD) agents. This shall include, but not be limited to, basic building block components and an overall plan [including such things as a cost analysis, cost estimates, personnel requirements, and a plan for any subcontracting] for a turnkey system. The plans shall address provision of, or recommendations for, purchase; timing of purchase; design; installation; production; testing; implementation; maintenance; software licenses required; warranty of the required software, firmware, group ware, hardware; evaluation and delivery of the overall system; manuals; and the training of staff for integrating the modernized functions of GISD.

### C.4 TECHNICAL APPROACH

The Contractor shall assist the PTO in the development of the GISD Automated Information System (AIS) by preparing documentation, designing, developing and testing software, integrating COTS (Commercial Off The Shelf), migrating data from any existing system, supporting the transition to production, and maintaining the developed AIS. The Contractor shall follow the PTO's Automated Information Systems Development Plan and Process Tailoring as outlined in Technical Guideline USPTO IT-212.2-03 (scheduled for distribution on or about August 18, 1995). The GISD system shall be designed and developed using the framework of standards, services, interfaces, data formats, and protocols defined in that document. Periodic and technical reviews shall be held between the Contractor and the PTO. The GISD AIS should be developed so as to ensure that the system can be properly maintained once operational. Development will not begin until the project plans, requirements and design are accepted by the PTO.

#### C.4.1 Review and Coordination

To ensure that the GISD AIS complies with the technical standards of the PTO and can be interfaced with other systems, the GISD requirements and design shall be reviewed by the Chief Information Officer's (CIO's) System Architect, Office for Computer and Telecommunication Operations' (OCTO's) Network Operations Manager, and others who manage the PTO infrastructure to ensure that the system complies with the technical standards of the PTO. The CIO will appoint a Development Manager, who will work with the Contracting Officer's Technical Representative to ensure that the standard LCM (Life Cycle Management) lines are followed. Periodic technical and management reviews shall be held.

## C.5 REQUIREMENTS

The Government requires the Contractor to provide components of a turnkey system to include, but not be limited to, [as specified by the Contracting Officer's Technical Representative (COTR)], the following:

C.5.1 For the purposes of this Solicitation/Statement of Work (SOW) the following items shall be assumed and considered to be at no cost to the Government:

C.5.1.1 The Contractor shall modernize (to accommodate expanding work loads) GISD functions (including utilization of, and switching between, various information sources, and keying coded address labels) while maintaining the average telephone inquiry time at 120 seconds (or less) plus the 15 second ACD (Automatic Call Distribution) system wrap-up;

C.5.1.2 Screen format should be familiar, such as Microsoft Windows or an equivalent;

C.5.1.3 All sources of information, as selected by the Contracting Officer's Technical Representative (COTR), shall be available to each agent at his/her Personal Computer (PC);

C.5.1.4 Utilize, at a minimum, Government owned/provided equipment including 486DX2-66 PCs, with VGA Adapter, 300 MB hard drive, 3.5" and 5.25" floppy drives, flexible/hard disk controller, 32 MB RAM, network adapter, mouse, color super VGA monitor, DISK Operating System (DOS), and HP LaserJet 4L printers;

C.5.1.5 Utilize, to the extent possible, data on PTO on-line, near-line, and cache storage devices and on POSIX-compliant Class II Processors; and

C.5.1.6 The Contractor shall test and correct all problems identified, and provide opportunity and adequate time for beta testing by employees of all proposed modernized functions, for employee recommendations for improvement, and for making adjustments from beta testing and from system deficiency (bug) reports as directed by the Contracting Officer's Technical Representative.

C.5.2 The Government may require the Contractor to provide components of a turnkey system to include all, some, one, or none (in the base or any option year) of, [but not be limited to (as specified by task order(s) issued by the Contracting Officer)], the following:

## C.5 (Continued)

## C.5.2.1 Screens and Integration

a. Agents shall have state of the art, virus protected, screen/windows software, which shall allow the agent to transact all multiple functions necessary from a single screen (utilizing on-line transaction processing, as appropriate) to respond easily and rapidly to a customer verbal and/or document needs of the customer with a minimum of commands, and to be completed within four (4) seconds after transmitting an instruction;

b. Integrate or utilize, to the extent possible, existing U.S. PTO networks; suites of software; systems; and subsystems, such as the existing UNIX based ACD, PALM/TRAM, Employee Locator, and CD-ROM products;

c. Utilize and integrate the existing Executone Automatic Call Distribution (ACD) Custom Plus 4 (or higher) equipment and software including recommendations for purchase of upgrades, such as Transaction Manager, as appropriate; and

d. Provide for the integration, to the extent possible, of the Patent and Trademark Office (PTO) PTOnet network, thus providing access to word processing and electronic mail, but not so as to jeopardize the requirement to maintain an average 120 second call duration [which means that the production system shall not be totally dependent on PTOnet].

## C.5.2.2 Customer Identification

a. Utilize Automatic Number Identifiers (ANIs) to make it possible to identify callers in real time; or those who receive a busy signal, for statistical analyses of the need for more lines/agents; or to call a customer back to offer assistance if that customer called and received a busy signal;

b. Utilize, to the extent possible, caller identification technology, such as from 800 telephone service, commercial CD-ROM, or an on-line data base--which utilization shall not delay the call more than 20 seconds;

c. The system shall provide for a look up against a valid address data base which can be run in real-time or batch mode; and

## C.5 (Continued)

d. A customer marketing research data base shall be developed, maintained, and stored for a time as specified by the Contracting Officer's Technical Representative, which shall be capable of producing reports and selected mailing labels utilizing Automated Number Identification (ANI), valid address data base, and Automatic Call Distribution (ACD) nature-of-the-call-code technology.

## C.5.2.3 Knowledge Base

a. Provide hardware, firmware, group ware, software, virus protection, plan, technical assistance, loading, upgrading, updating, accessing, and maintenance of a data base information look-up system, hereafter referred to as a knowledge based system, to insure the same correct general information is given to each/all PTO customer(s);

b. The knowledge base shall be accessible by a variety of methods, including but not limited to, indexes based on key words;

c. The knowledge base shall have the capability of having data entered into a data base utilizing Standard Generalized Markup Language (SGML) from a variety of electronic and hard copy formats; and

d. The knowledge base shall provide document printing on demand--one sided on a local printer, or two sided on a shared printer, or telefacsimile to the customer, or output to a floppy disk, or uploaded to an E-mail message on the PTO bulletin board, or Internet, or to other formats yet to be determined.

## C.5.2.4 Response/Delivery

a. Agents shall have state of the art means of communicating with, and document delivery to, customers; including, but not limited to, telefacsimile servers, Internet, and publishing on demand;

b. The system shall automatically generate a "courtesy of" message [including name of agent, date of transaction, and "inside address" of the customer along with an enumeration of attachment(s)] to be included as a cover for any communication sent to the customer;

## C.5 (Continued)

c. Agents shall have a variety of printer or bin choices for generating such things as letters, documents on demand, and labels;

d. The system shall provide remote transmission (from the work station of the agent to a different on-site or off-site work station) of generated coded (for agent identification and materials to be sent) mailing labels;

e. Remote transmission and printer selection for label printing must be available on a single label or sorted batch mode basis; and

f. Contractor shall demonstrate with a pilot that the integrated system successfully provides for mailing of materials to the customer within 24 hours of receipt of a telephone or mail inquiry; which pilot shall include such things as transcription of mailing label information, preparation of "courtesy of" message, selection (picking) of appropriate materials to be mailed, preparation and mailing of the package, submission of the basic Tracking and Documents reports, and recommendations for production reporting requirements.

## C.5.2.5 Reporting

a. Agent identification coding shall be attached to the transaction record and follow the transaction conducted for each customer (on labels, statistical production reports, and customer data base);

b. The Contractor shall provide real time individual production reports, including, but not limited to, agent activity (such as categorized label and letter production totals, documents supplied and in what format) and response-tracking (such as goal-tracking requirements and time activity);

c. The Contractor shall provide monthly management/workload reports, including, but not limited to, agent activity, global activity, documents supplied and in what format, time activity, system averages (such as system requirements outlined in C.5.1.1, C.5.2.1a, C.5.2.1d, C.5.2.2d above), and group activity, in 15 minute, one hour, daily, nightly, weekly, monthly, quarterly, six-month, calendar year, and/or fiscal year increments as specified by the

## C.5 (Continued)

Contracting Officer's Technical Representative; and

d. The Contractor shall provide software/reports necessary to determine the personnel required to meet varying levels of response to the needs of the customer using system and Automatic Call Distribution system data.

## C.5.2.6 External Access

a. Any use of systems such as Internet shall include a security audit, and have sophisticated access filters (fire walls), fire wall configuration and maintenance, application-protecting proxy software, or multiple levels of encryption;

b. Provide for, or recommend for purchase, site licenses for all commercial software used by the GISD modernized system which extends use to Conference exhibit booths, at other Government agencies such as at the International Trade Center at Federal Triangle, and at Patent and Trademark Depository Libraries;

c. Provide for sale to the public of the knowledge base system software, data, and software licenses for CD-ROM, or other electronic data bases such as the PTO Bulletin Board, or the Internet; and

d. Provide a mechanism for direct electronic access to data base information and documents by the public, Patent and Trademark Depository Libraries, or such places as other Government agencies like the International Trade Center at Federal Triangle, or at an exhibit booth at a remote national conference only as specified by the Contracting Officer's Technical Representative.

C.5.3 The Contractor shall design, develop, provide, and maintain usage manuals, training manuals, and guide cards for the use of the system (and in quantities) as specified by the Contracting Officer's Technical Representative.

C.5.4 The Contractor shall provide the staff training necessary for the efficient, effective utilization of each component of the turnkey system.

C.5.5 The knowledge base data compiled as a result of this Contract shall be the property of the Government.

## C.5 (Continued)

C.5.6 The Contractor shall provide for system battery backup, automatic restart, data base maintenance backup, backup at regular intervals, and/or redundancy as specified by the Contracting Officer's Technical Representative.

C.5.7 The Contractor shall provide for physical hardware security for all components of the system including those provided by the Government.

**SECTION D - PACKAGING AND MARKING****D.1 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.2 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.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

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.

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	TITLE	DATE
52.246-6	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR	JAN 1986

**E.2 INSPECTION AND ACCEPTANCE**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.

(b) Inspection and acceptance will be performed at:

General Information Services Division (GISD)  
Crystal Plaza 3, Room 2C02  
2011 S. Clark Place  
U.S. Patent and Trademark Office  
Arlington, VA 22202

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

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.

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	TITLE	DATE
52.212-13	STOP-WORK ORDER	AUG 1989

**F.2 EFFECTIVE PERIOD OF THE CONTRACT**

The effective period of the contract is from the effective date of the contract through 08/22/96.

**F.3 PROGRESS REPORTING**

The Contractor shall submit a monthly progress report on the second working day of the month covering work accomplished during the previous month of contract performance. The progress report shall be brief and factual and shall be prepared in accordance with the following format.

**(a) A cover page containing:**

- (1) Contract number and title;
- (2) Type of report, sequence number of report, and period of performance being reported;
- (3) Contractor's name and address;
- (4) Author(s); and
- (5) Date of report

**(b) SECTION I - An introduction covering the purpose and scope of contract effort. This shall be limited to one paragraph in all but the first and final report's narrative.****(c) SECTION II - A description of overall progress plus a separate description for each task or other logical segment of work on which effort was expended during the report period. Description shall include pertinent data and/or graphs in sufficient detail to explain any significant results achieved.**

## F.3 (Continued)

- (d) SECTION III - A description of current technical or substantive performance and any problem(s) which may impede performance along with proposed corrective action.
- (e) SECTION IV - A planning schedule shall be included with the first progress report for all assigned tasks required under the contract, along with the estimated starting and completion dates for each task. The planning schedule shall be updated and submitted with each subsequent technical progress report.

An explanation of any difference between actual progress and planned progress, why the differences have occurred, and --- if behind planned progress --- what corrective steps are planned.

- (f) SECTION V - If applicable, financial information shall be submitted for each major task or line item cost. Data shall include:
  - (1) the total estimated cost budgeted (fee excluded)
  - (2) the estimated cost expended during the current reporting period
  - (3) identification of direct labor hours of prime contractor and subcontractor(s) and/or consultant(s), if applicable
  - (4) total project to-date expenditures
  - (5) total remaining funds.

**F.4 IDENTIFICATION OF CONTRACT DELIVERABLES**

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

- (a) Name and business address of the contractor
- (b) Contract number
- (c) Total dollar amount of contract including any modifications thereto
- (d) Name, position, and office location of the Patent and Trademark Office Contracting Officer's Technical Representative.
- (e) Date of report.

**F.5 REPORTS**

Final Report - One (1) month(s) after the effective completion date of this contract or a task order, the Contractor shall prepare and submit to the Government in two (2) copies, in lieu of a progress report:

- (1) a comprehensive draft report containing the Contractor's findings and recommendations in conformity with the requirements of this contract, and including therein all necessary data, and exhibits to support said findings and recommendations, a recapitulation of man-hours expended by each of the Contractor's professional employees, including officials of the Contractor, and
- (2) a brief summary of the report including short statements on the study's objectives, scope, methodology, information obtained, and conclusions. The Government will review the draft and return it to the Contractor within thirty (30) days after receipt with comments and instructions for a format to be used in the preparation of a final report; the Contractor shall incorporate the comments into a final report and furnish the Government with two (2) copies within two (2) months of the effective completion date of this contract or task order.

In the event the Government does not return the draft copy of the report to the Contractor within the prescribed period, the Contractor shall be permitted an extra day for each day of delay by the Government in the time required for the submission of the final report required hereunder. The Government shall not be liable for any increased costs by reason of any such delay.

**F.6 DELIVERY LOCATION**

Shipment of deliverable items, including reports, shall be to:

By U.S. Postal Service:

Jeanne Oliver  
General Information Services Division  
Crystal Plaza 3, Room 2C02  
U.S. Patent and Trademark Office  
Washington, DC 20231

By other than U.S. Postal Service:

Jeanne Oliver  
General Information Services Division  
Crystal Plaza 3, Room 2C02  
2011 S. Clark Place  
Arlington, VA 22202

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- (a) Jeanne Oliver, is hereby designated as the Contracting Officer's Technical Representative. 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 is located at the U.S. Patent and Trademark Office, Crystal Plaza 3, Room 2C02, 2011 South Clark Place, Arlington, VA 22202. Her telephone number is Area Code (703) 305-7676.
- (b) The responsibilities and limitations of the COTR are as follows:
  - (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 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.2 ORDERING--CONTRACTOR RESPONSIBILITIES**

- (a) As specified under B.3 TASK ORDERS, the Contractor shall acknowledge receipt of each order and shall prepare and forward to the Contracting Officer and the COTR the proposed work plan for accomplishing the assigned task within the period specified.
- (b) If the Contractor has not received approval on a work plan within ten (10) calendar days after its submission, the Contractor shall immediately make an inquiry to the COTR. If the Contracting Officer disapproves a work plan, the Contractor shall not begin work until the problem causing the disapproval is resolved. In either case, the

## G.2 (Continued)

Contractor shall start work only when the Contracting Officer approves the work plan.

- (c) Each task order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs 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 COTR.

**G.3 GOVERNMENT-FURNISHED DATA**

- (a) The Government shall deliver to the Contractor the Government-furnished data described in Section C of the contract. 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 written request for an equitable adjustment; and
  - (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished data shall remain with the Government.
- (c) The Contractor shall use the Government-furnished data only in connection with this contract.

**G.4 GOVERNMENT-FURNISHED PROPERTY**

- (a) The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause.

**DETAILED LISTING OF EQUIPMENT**

486 DX2 - 66 PC with peripherals as described in C.5.1.4.

Additional may be furnished with the issuance of a task order and will be specified accordingly.

- (b) The Government reserves the right to substitute other equipment possessing similar abilities and operating characteristics. The Contractor shall be given notification of any substitution.

## G.4 (Continued)

- (c) The Contractor shall be responsible for maintaining all Government furnished equipment in proper operating order, and for performing any special or emergency maintenance required, as the need arises. The Contractor shall return all Government furnished equipment, in good working condition, upon completion of the contract.
- (d) The Contractor shall comply with all equipment requirements as specified in the Statement of Work.
- (e) The Government reserves the right to inspect the condition of Government furnished equipment. The Contractor shall correct any deficiencies found in the condition of the equipment. There shall be at least one inspection, which will occur at the completion of the contract. The Contractor shall deliver the Government furnished equipment back to the PTO upon completion of the contract.
- (f) The Contractor is specifically prohibited from using any Government furnished materials, supplies, documents, records, or facilities for activities not specified in this contract; or to supplement or support other commercial activities in any fashion through the use of Government facilities, equipment, supplies, documents or records furnished as a result of this contract.

**G.5 GOVERNMENT-FURNISHED SUPPLIES**

The Government shall furnish the Contractor all office supplies and materials required to perform the work functions stated in this SOW to include such items as mailing labels, envelopes, postage, etc. Requests for supplies must be made to the COTR in a timely manner.

**G.6 INVOICES**

Monthly invoices shall be submitted in an original and two copies. The original and one copy shall be sent to the Finance Office at the address specified in Box 12 of the SF 26. A copy of the invoice shall also be sent to the COTR at the address listed in Section F.6. To constitute a proper invoice, the invoice must include the following information and/or attached documentation.

## G.6 (Continued)

- (1) Name of the business concern, invoice number and invoice date.
- (2) Contract number and delivery order number(s) authorizing delivery of services.
- (3) Description, price, and quantity of services delivered.
- (4) Payment terms.
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) Time period covered by the invoice.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 ORGANIZATIONAL CONFLICT OF INTEREST**

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

**H.2 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT--TIME AND MATERIALS OR LABOR HOUR CONTRACT**

The Government has the option to extend the effective period of this contract for two (2) additional period(s). If more than thirty (30) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last thirty days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last thirty-day period. This preliminary notification

## H.2 (Continued)

does not commit the Government to exercise the option.

Exercise of an option will result in the following modification:

The "Ceiling Price" clause in Section B is modified to reflect new and separate ceiling prices for each respective option period as follows:

Period	Ceiling Price
Option I	\$100,000.00
Option II	\$100,000.00

The "Effective Period of the Contract" clause (1352.212-74) is modified for each respective option period as follows:

Period	Start Date	End Date
Option I	August 23, 1996	August 22, 1997
Option II	August 23, 1997	August 22, 1998

## H.3 KEY PERSONNEL

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

Eric Fukuchi  
Don Rottman  
Oren Wolfe  
Dr. Michael Dixon

- (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.4 RESTRICTIONS AGAINST DISCLOSURE**

- (a) The Contractor agrees, in the performance of this contract, to keep the information contained in source documents or other media furnished by the Government in the strictest confidence, said information being the sole property of the Government. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. 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.
- (b) The Contractor agrees that he will not disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.
- (c) Each individual employed by the Contractor for work on this contract shall be required to sign a Statement of Confidentiality. Each employee's signed statement shall be forwarded to the COTR for review and retention.
- (d) All personnel employed on this contract shall be subject to a suitability investigation. At the time of contract initiation or employment (whichever comes first), each individual shall within 3 workdays, complete and return to the COTR such forms as requested by the Government. Adverse information discovered as a result of such an investigation may result in recommendation for the employee's termination of employment from this contract.

**H.5 FEDERAL HOLIDAYS AND UNSCHEDULED GOVERNMENT CLOSINGS**

- (a) Work shall not be required of the Contractor when Federal employees are released from work early because of inclement weather conditions, on Federal excused days or on the following Federal holidays.

New Year's Day, January 1

Martin Luther King's Birthday, the third Monday in January

President's Day, the third Monday in February

Memorial Day, the last Monday in May

Independence Day, July 4

## H.5 (Continued)

Labor Day, the first Monday in September  
Columbus Day, the second Monday in October  
Veteran's Day, November 11  
Thanksgiving Day, the third Thursday in November  
Christmas Day, December 25  
Inauguration Day (Presidential inaugurations normally occur once every four years)

**H.6 LINES OF COMMUNICATION**

The only contact by the Contractor with Patent and Trademark Office personnel and systems shall be through the Contracting Officer's Technical Representative or through lines of communication established by the COTR. In no case shall the Contractor try to influence or control how the PTO conducts its business or keeps its files or records.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

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.

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	SEP 1991
52.203-1	OFFICIALS NOT TO BENEFIT	APR 1984
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1985
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 1988
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1990
52.203-12	LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION)	NOV 1990
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 1992
52.210-5	NEW MATERIAL	APR 1984
52.210-7	USED OR RECONDITIONED MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY	APR 1984
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	FEB 1993
52.215-2	AUDIT - NEGOTIATION	FEB 1993
52.215-26	INTEGRITY OF UNIT PRICES Alternate I (APR 1991)	APR 1991
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	FEB 1990
52.219-13	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES	AUG 1986
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 1991
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984

## I.1 (Continued)

NUMBER	TITLE	DATE
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	APR 1984
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	APR 1984
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
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
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAY 1992
52.227-1	AUTHORIZATION AND CONSENT	APR 1984
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	APR 1984
52.232-17	INTEREST	JAN 1991
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAR 1994
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES Alternate I (DEC 1991)	MAR 1994
52.233-3	PROTEST AFTER AWARD	AUG 1989
52.242-13	BANKRUPTCY	APR 1991
52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS	AUG 1987
52.244-3	SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS)	APR 1985
52.249-6	TERMINATION (COST-REIMBURSEMENT) Alternate IV (APR 1984)	MAY 1986
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT  
INTEGRITY--MODIFICATION (NOV 1990)**

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

**CERTIFICATE OF PROCUREMENT INTEGRITY--  
MODIFICATION (NOV 1990)**

- (1) I, [Name of certifier] \_\_\_\_\_, am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended\* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).
- (2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] \_\_\_\_\_ who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.
- (3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

## I.2 (Continued)

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[Signature of the officer or employee responsible for the modification proposal and date]

[Typed name of the officer or employee responsible for the modification proposal]

\* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

- (d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.
- (e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

**I.3 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS  
(FEB 1990)**

The Small Business Administration (SBA) agrees to the following:

## I.3 (Continued)

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements and advance payments, delegates to the Patent and Trademark Office the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Patent and Trademark Office shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Patent and Trademark Office.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.
- (f) To notify the Patent and Trademark Office Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

**I.4 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS  
(FEB 1990)**

- (a) The Small Business Administration (SBA) has entered into Contract No. \_\_\_\_\_ with the Patent and Trademark Office to furnish the supplies or services described therein. A copy of the contract is attached hereto and made a part hereof.
- (b) \_\_\_\_\_ hereafter referred to as the subcontractor, agrees and acknowledges as follows:

## I.4 (Continued)

- (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. \_\_\_\_\_ for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
  - (2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the Patent and Trademark Office with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.
  - (3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the Patent and Trademark Office.
  - (4) That it will notify the Patent and Trademark Office 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.
- (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Patent and Trademark Office.

**I.5 52.219-17 SECTION 8(A) AWARD (FEB 1990)**

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
- (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
  - (2) Except for novation agreements and advance payments, delegates to the Patent and Trademark Office the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

## I.5 (Continued)

- (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
- (4) To notify the Patent and Trademark Office Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

**I.6 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED  
AND VIETNAM ERA VETERANS (COMMERCE DEPARTMENT DEVIATION)  
(MAR 1995)**

(a) Definitions.

"Appropriate office of the State employment service system", as used in this clause, means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands. "Employment openings", as used in this clause, includes full-time employment, temporary employment of more than three days duration, and part-time employment but does not include (1) executive and top management positions, (2) positions that will be filled from within the Contractor's organization or under a customary and traditional employer-union hiring arrangement, or (3) openings in an educational institution that are restricted to students of that institution.

"Positions that will be filled from within the Contractor's organization", as used in this clause, means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.

(b) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual

## I.6 (Continued)

because the individual is a special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Employment;
  - (ii) Upgrading;
  - (iii) Demotion or transfer;
  - (iv) Recruitment;
  - (v) Advertising;
  - (vi) Layoff or termination;
  - (vii) Rates of pay or other forms of compensation; and
  - (viii) Selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

- (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their openings with the appropriate office of the State employment service.
- (3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment

## I.6 (Continued)

source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- (5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.

(d) Applicability.

- (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
- (2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings.

- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the

## I.6 (Continued)

law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.
- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

**I.7 52.225-9 TRADE AGREEMENTS ACT (COMMERCE  
DEPARTMENT DEVIATION) (JAN 1992)**

- (a) This clause implements the Trade Agreements Act of 1979 (19 U.S.C. 2501-2582) by providing a preference for U.S.-made end products, designated country end products, and Caribbean Basin country end products over other products.

"Caribbean Basin country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of a Caribbean Basin country (as defined in section 25.401 of the Federal Acquisition Regulation (FAR)), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the

## I.7 (Continued)

article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply; provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such. The term excludes products that are excluded from duty free treatment for Caribbean countries under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of (i) textiles and apparel articles that are subject to textile agreements; (ii) footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974; (iii) tuna, prepared or preserved in any manner in airtight containers; (iv) petroleum, or any product derived from petroleum; and (v) watches and watch parts (including cases, bracelets and straps), of whatever type including, but not limited to, mechanical, quartz digital or quartz analog, if such watches and watch parts contain any material that is the product of any country to which the Tariff Schedule of the United States (TSUS) column 2 rates of duty apply.

"Designated country end product," as used in this clause, means an article that (1) is wholly the growth, product, or manufacture of the designated country (as defined in section 25.401 of the FAR), or (2) in the case of an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed that of the product itself. It does not include service contracts as such.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired under this contract for public use.

"Nondesignated country end product," as used in this clause, means any end product which is not a U.S. made end product or a designated country end product.

"U.S. made end product," as used in this clause, means an article which (1) is wholly the growth, product, or manufacture of the United States, or (2) in the case of

## I.7 (Continued)

an article which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed.

"United States," as used in this clause, means the United States, its possessions, Puerto Rico, and any other place which is subject to its jurisdiction, but does not include leased bases and territories.

- (b) The Contractor agrees to deliver under this contract only U.S. made end products, designated country end products, Caribbean Basin country end products, or, if a national interest waiver is granted under section 303 of the Trade Agreements Act of 1979, nondesignated country end products. Only if such a waiver is granted may a nondesignated country end product be delivered under this contract.
- (c) Offers will be evaluated in accordance with the policies and procedures of Part 25 of the FAR except that offers of U.S. made end products shall be evaluated without the restrictions of the Buy American Act or the Balance of Payments Act.

**I.8 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (JUN 1987)**

- (a) Definitions.

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or to permit others to do so.

- (b) Allocation of rights. (1) The Government shall have--
  - (i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

## I.8 (Continued)

- (ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.
  - (iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.
- (2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.
- (c) Copyright. (1) Data first produced in the performance of this contract.
  - (i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.
  - (ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

## I.8 (Continued)

- (2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.
- (d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.
- (e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

**I.9 ALTERATIONS IN CONTRACT (APR 1984)**

Portions of this contract are altered as follows:

**I.10 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS THAT ARE HEREBY MADE A PART OF THIS SOLICITATION AND ANY RESULTANT CONTRACT**

ATTACHMENT I - Wage Determination No. 94-2103 Rev. No.6 Dated  
05/05/95

The Representations, Certifications, and Other Statements of Offerors completed by the Contractor as part of Solicitation No. 52-PAPT-5-00045 are incorporated into this contract by reference.

Contractor's offer on Solicitation No. 52-PAPT-5-00045 dated August 01, 1995 and the revision dated August 14, 1995 are hereby incorporated into this contract by reference.

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

Alan L. Moss   
Director Division of  
Wage Determinations

Wage Determination No.: 94-2103  
Revision No.: 6  
Date of Last Revision: 05/05/1995

State(s): Dist. of Col., Maryland, Virginia

Area: 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 For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\***

**OCCUPATION CODE AND TITLE**

**MINIMUM HOURLY WAGE**

**ADMINISTRATIVE SUPPORT AND CLERICAL:**

01011 Accounting Clerk I	\$ 8.50
01012 Accounting Clerk II	\$ 9.99
01013 Accounting Clerk III	\$ 11.52
01014 Accounting Clerk IV	\$ 13.84
01030 Court Reporter	\$ 13.22
01050 Dispatcher, Motor Vehicle	\$ 13.85
01060 Document Preparation Clerk	\$ 9.60
01090 Duplicating Machine Operator	\$ 9.60
01110 Film/Tape Librarian	\$ 12.88
01115 General Clerk I	\$ 7.13
01116 General Clerk II	\$ 8.39
01117 General Clerk III	\$ 9.60
01118 General Clerk IV	\$ 12.01
01120 Housing Referral Assistant	\$ 14.56
01131 Key Entry Operator I	\$ 9.56
01132 Key Entry Operator II	\$ 10.49
01191 Order Clerk I	\$ 11.26
01192 Order Clerk II	\$ 12.44
01220 Order Filler	\$ 12.08
01261 Personnel Assistant (Employment) I	\$ 8.98
01262 Personnel Assistant (Employment) II	\$ 10.38
01263 Personnel Assistant (Employment) III	\$ 12.54
01264 Personnel Assistant (Employment) IV	\$ 14.22
01270 Production Control Clerk	\$ 14.56
01290 Rental Clerk	\$ 12.08
01300 Scheduler, Maintenance	\$ 12.08
01311 Secretary I	\$ 12.08
01312 Secretary II	\$ 13.22
01313 Secretary III	\$ 14.56
01314 Secretary IV	\$ 16.13
01315 Secretary V	\$ 18.52
01320 Service Order Dispatcher	\$ 12.08
01341 Stenographer I	\$ 13.26
01342 Stenographer II	\$ 14.87

01400 Supply Technician	\$ 16.13
01420 Survey Worker(Interviewer)	\$ 13.22
01460 Switchboard Operator- Receptionist	\$ 10.03
01531 Travel Clerk I	\$ 7.36
01532 Travel Clerk II	\$ 7.95
01533 Travel Clerk III	\$ 8.52
01551 Typist I	\$ 9.58
01552 Typist II	\$ 10.15
01611 Word Processor I	\$ 10.15
01612 Word Processor II	\$ 12.05
01613 Word Processor III	\$ 14.25

**AUTOMATIC DATA PROCESSING:**

03010 Computer Data Librarian	\$ 8.67
03041 Computer Operator I	\$ 8.67
03042 Computer Operator II	\$ 11.61
03043 Computer Operator III	\$ 13.90
03044 Computer Operator IV	\$ 16.18
03045 Computer Operator V	\$ 17.12
03071 Computer Programmer I 1/	\$ 12.38
03072 Computer Programmer II 1/	\$ 15.78
03073 Computer Programmer III 1/	\$ 19.02
03074 Computer Programmer IV 1/	\$ 21.65
03101 Computer Systems Analyst I 1/	\$ 17.32
03102 Computer Systems Analyst II 1/	\$ 22.66
03103 Computer Systems Analyst III 1/	\$ 25.98
03160 Peripheral Equipment Operator	\$ 8.67

**AUTOMOTIVE SERVICE:**

05005 Automobile Body Repairer, Fiberglass	\$ 17.57
05010 Automotive Glass Installer	\$ 15.72
05040 Automotive Worker	\$ 15.72
05070 Electrician, Automotive	\$ 16.66
05100 Mobile Equipment Servicer	\$ 13.79
05130 Motor Equipment Metal Mechanic	\$ 17.57
05160 Motor Equipment Metal Worker	\$ 15.72
05190 Motor Vehicle Mechanic	\$ 17.57
05220 Motor Vehicle Mechanic Helper	\$ 12.79
05250 Motor Vehicle Upholstery Worker	\$ 14.78
05280 Motor Vehicle Wrecker	\$ 15.72
05310 Painter, Automotive	\$ 16.66
05340 Radiator Repair Specialist	\$ 15.72
05370 Tire Repairer	\$ 13.79
05400 Transmission Repair Specialist	\$ 17.57

**FOOD PREPARATION AND SERVICE:**

07010 Baker	\$ 10.77
07041 Cook I	\$ 9.50
07042 Cook II	\$ 10.77
07070 Dishwasher	\$ 6.96
07100 Food Service Worker	\$ 6.96
07130 Meat Cutter	\$ 10.77
07250 Waiter/Waitress	\$ 7.51

**FURNITURE MAINTENANCE AND REPAIR:**

09010 Electrostatic Spray Painter	\$ 16.66
09040 Furniture Handler	\$ 12.13
09070 Furniture Refinisher	\$ 16.66
09100 Furniture Refinisher Helper	\$ 12.79
09110 Furniture Repairer, Minor	\$ 14.78
09130 Upholsterer	\$ 16.66

**GENERAL SERVICES AND SUPPORT:**

11030 Cleaner, Vehicles	\$ 6.96
11060 Elevator Operator	\$ 6.96
11090 Gardener	\$ 9.50
11121 Housekeeping Aide I	\$ 6.44
11122 Housekeeping Aide II	\$ 7.26
11150 Janitor	\$ 6.96
11180 Laborer	\$ 9.71
11210 Laborer, Grounds Maintenance	\$ 7.51
11240 Maid or Houseman	\$ 6.14
11270 Pest Controller	\$ 10.16
11300 Refuse Collector	\$ 6.96
11360 Window Cleaner	\$ 7.51

**HEALTH:**

12010 Ambulance Driver	\$ 9.44
12040 Emergency Medical Technician	\$ 9.19
12070 Licensed Practical Nurse	\$ 9.19
12100 Medical Assistant	\$ 8.21
12130 Medical Laboratory Technician	\$ 8.21
12160 Medical Record Clerk	\$ 8.21
12190 Medical Record Technician	\$ 11.38
12220 Nursing Assistant	\$ 7.32
12250 Pharmacy Technician	\$ 10.24
12280 Phlebotomist	\$ 8.21
12311 Registered Nurse I	\$ 11.38
12312 Registered Nurse II	\$ 13.93
12313 Registered Nurse II, Specialist	\$ 13.93
12314 Registered Nurse III	\$ 16.85
12315 Registered Nurse III, Anesthetist	\$ 16.85
12316 Registered Nurse IV	\$ 20.19

**INFORMATION AND ARTS:**

13002 Audiovisual Librarian	\$ 16.30
13011 Exhibits Specialist I	\$ 14.54
13012 Exhibits Specialist II	\$ 18.27
13013 Exhibits Specialist III	\$ 20.24
13041 Illustrator I	\$ 14.54
13042 Illustrator II	\$ 18.27
13043 Illustrator III	\$ 20.24
13050 Library Technician	\$ 13.224
13071 Photographer I	\$ 12.95
13072 Photographer II	\$ 14.54
13073 Photographer III	\$ 18.27
13074 Photographer IV	\$ 20.24
13075 Photographer V	\$ 22.26

**LAUNDRY, DRY CLEANING, PRESSING:**

15010 Assembler	\$ 5.69
15030 Counter Attendant	\$ 5.69
15040 Dry Cleaner	\$ 7.36
15070 Finisher, Flatwork, Machine	\$ 5.69
15090 Presser, Hand	\$ 5.69
15100 Presser, Machine, Dry Cleaning	\$ 5.69
15130 Presser, Machine, Shirts	\$ 5.69
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.69
15190 Sewing Machine Operator	\$ 7.95
15220 Tailor	\$ 8.52
15250 Washer, Machine	\$ 6.26

**MACHINE TOOL OPERATION AND REPAIR:**

19010 Machine-tool Operator (Toolroom)	\$ 16.66
19040 Tool and Die Maker	\$ 20.29

**MATERIALS HANDLING AND PACKING:**

21010 Fuel Distribution System Operator	\$ 14.80
21020 Material Coordinator	\$ 14.64
21030 Material Expediter	\$ 14.64
21040 Material Handling Laborer	\$ 10.01
21071 Forklift Operator	\$ 10.93
21100 Shipping/Receiving Clerk	\$ 11.78
21130 Shipping Packer	\$ 9.27
21150 Stock Clerk	\$ 9.27
21210 Tools and Parts Attendant	\$ 12.73
21400 Warehouse-Specialist	\$ 11.25

**MECHANICS AND MAINTENANCE AND REPAIR:**

23010 Aircraft Mechanic	\$ 17.57
23040 Aircraft Mechanic Helper	\$ 12.79
23060 Aircraft Servicer	\$ 14.78
23070 Aircraft Worker	\$ 15.72
23100 Appliance Mechanic	\$ 16.66
23120 Bicycle Repairer	\$ 13.79
23125 Cable Splicer	\$ 17.57
23130 Carpenter, Maintenance	\$ 16.66
23140 Carpet Layer	\$ 16.66
23160 Electrician, Maintenance	\$ 17.57
23181 Electronics Technician, Maintenance I	\$ 13.01
23182 Electronics Technician, Maintenance II	\$ 16.79
23183 Electronics Technician, Maintenance III	\$ 19.56
23260 Fabric Worker	\$ 11.51
23290 Fire Alarm System Mechanic	\$ 17.57
23310 Fire Extinguisher Repairer	\$ 13.79
23340 Fuel Distribution System Mechanic	\$ 17.57
23370 General Maintenance Worker	\$ 10.53
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 17.57

23430 Heavy Equipment Mechanic	\$ 17.57
23460 Instrument Mechanic	\$ 17.57
23500 Locksmith	\$ 16.66
23530 Machinery Maintenance Mechanic	\$ 17.57
23550 Machinist, Maintenance	\$ 17.57
23580 Maintenance Trades Helper	\$ 12.79
23640 Millwright	\$ 17.57
23700 Office Appliance Repairer	\$ 16.66
23740 Painter, Aircraft	\$ 16.66
23760 Painter, Maintenance	\$ 16.66
23790 Pipefitter, Maintenance	\$ 17.57
23800 Plumber, Maintenance	\$ 16.66
23820 Pneudraulic Systems Mechanic	\$ 17.57
23850 Rigger	\$ 17.57
23870 Scale Mechanic	\$ 15.72
23890 Sheet-metal Worker, Maintenance	\$ 17.57
23910 Small Engine Mechanic	\$ 15.72
23930 Telecommunications Mechanic I	\$ 17.57
23940 Telecommunications Mechanic II	\$ 18.50
23950 Telephone Lineman	\$ 17.57
23960 Welder, Combination, Maintenance	\$ 17.57
23965 Well Driller	\$ 17.57
23970 Woodcraft Worker	\$ 17.57
23980 Woodworker	\$ 14.80

**PERSONAL NEEDS:**

24570 Child Care Attendant	\$ 6.57
24600 Chore Aide	\$ 6.14
24630 Homemaker	\$ 9.11

**PLANT AND SYSTEM OPERATION:**

25010 Boiler Tender	\$ 17.57
25040 Sewage Plant Operator	\$ 16.66
25070 Stationary Engineer	\$ 17.57
25190 Ventilation Equipment Tender	\$ 12.79
25210 Water Treatment Plant Operator	\$ 16.66

**PROTECTIVE SERVICE:**

27004 Alarm Monitor	\$ 11.20
27010 Court Security Officer	\$ 14.23
27040 Detention Officer	\$ 14.23
27070 Firefighter	\$ 13.16
27101 Guard I	\$ 8.50
27102 Guard II	\$ 11.20
27130 Police Officer	\$ 15.74

**TECHNICAL:**

29020 Archeological Technician	\$ 18.27
29030 Cartographic Technician	\$ 18.27
29040 Civil Engineering Technician	\$ 18.27
29061 Drafter I	\$ 10.35
29062 Drafter II	\$ 12.95
29063 Drafter III	\$ 14.54
29064 Drafter IV	\$ 18.27
29070 Embalmer	\$ 18.40
29081 Engineering Technician I	\$ 11.03

29082 Engineering Technician II	\$ 13.03
29083 Engineering Technician III	\$ 15.61
29084 Engineering Technician IV	\$ 17.14
29085 Engineering Technician V	\$ 22.31
29086 Engineering Technician VI	\$ 23.60
29090 Environmental Technician	\$ 18.27
29210 Laboratory Technician	\$ 13.90
29240 Mathematical Technician	\$ 18.27
29330 Mortician	\$ 18.40
29390 Photooptics Technician	\$ 18.27
29480 Technical Writer	\$ 14.54
29620 Weather Observer, Senior 2/	\$ 16.18
29621 Weather Observer, Combined 2/ Upper Air and Surface Programs	\$ 13.90
29622 Weather Observer, Upper Air 2/	\$ 13.90

**TRANSPORTATION/MOBILE EQUIPMENT  
OPERATION:**

31030 Bus Driver	\$ 13.24
31100 Driver Messenger	\$ 9.47
31200 Heavy Equipment Operator	\$ 18.66
31290 Shuttle Bus Driver	\$ 10.42
31300 Taxi Driver	\$ 9.47
31361 Truckdriver, Light Truck	\$ 10.42
31362 Truckdriver, Medium Truck	\$ 13.24
31363 Truckdriver, Heavy Truck	\$ 14.49
36364 Truckdriver, Tractor-Trailer	\$ 16.93

**MISCELLANEOUS:**

99005 Aircraft Quality Control Inspector	\$ 18.12
99020 Animal Caretaker	\$ 8.18
99030 Cashier	\$ 5.64
99040 Child Care Center Clerk	\$ 9.14
99050 Desk Clerk	\$ 8.19
99260 Instructor	\$ 18.40
99300 Lifeguard	\$ 5.97
99350 Park Attendant (Aide)	\$ 7.35
99400 Photofinishing Worker	\$ 6.57
99500 Recreation Specialist	\$ 13.35
99510 Recycling Worker	\$ 8.84
99610 Sales Clerk	\$ 5.85
99630 Sports Official	\$ 5.85
99658 Survey Party Chief	\$ 9.50
99659 Surveying Technician	\$ 8.19
99660 Surveying Aide	\$ 5.36
99690 Swimming Pool Operator	\$ 10.77
99720 Vending Machine Attendant	\$ 8.84
99730 Vending Machine Repairer	\$ 10.77
99740 Vending Machine Repairer Helper	\$ 8.84

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**\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination \*\***

**HEALTH & WELFARE: \$0.90 per hour or \$36.00 per week or \$156.00 per**

month.

**VACATION:** Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 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 contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

**HOLIDAYS:** 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)

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 29 CFR 4.156)

2/

**APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY:** If you work at night as a 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 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).

#### **\*\* 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 \$4.25 per week (or \$.85 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 Titles 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 First Supplement December 1993, 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.