

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		Rating	Page of Pages 1 2	
2. Contract (Proc. inst. ident.) No 50PAPT700028		3. Effective Date October 01, 1997		4. Acquisition/Purchase Request Project No. 134P9703879		
5. Issued By Office of Procurement US Patent and Trademark Office 2011 Crystal Drive, Suite 810 Arlington, VA 22202		6. Administered By (If other than Item 5) CODE				
7. Name and Address of Contractor (No., street, city, county, State and ZIP Code)  Vistronix, Inc. 8391 Old Courthouse Road Suite 220 Vienna, VA 22182				8. Delivery <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See below)		
				9. Discount for Prompt Payment 10 days % 20 days % 30 days % days %		
CODE VISTRONIX				FACILITY CODE		ITEM 12
11. Ship To/Mark For U. S. Patent and Trademark Office Office of Trademark Services 2900 Crystal Drive Arlington, VA 22202 Mark For: Terron Sims				12. Payment Will Be Made By U.S. Patent and Trademark Office Office of Finance - Box 17 Washington, DC 20231 (703) 305-8083		
13. Authority for Using Other Than Full and Open Competition <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <b>15 USC 657(a)</b> ( )				14. Accounting and Appropriation Data 97-A-134100-134100-2529-330150		
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$3,000,000.00</b>
<b>16. TABLE OF CONTENTS</b>						
( )	Sec	DESCRIPTION	PAGE(S)	( )	Sec	DESCRIPTION
Part I - THE SCHEDULE				Part II - CONTRACT CLAUSES		
<input checked="" type="checkbox"/>	A	SOLICITATION CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-16	Part III - LIST of DOCUMENTS, EXHIBITS and OTHER ATTACH.		
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS/WORK STATEMENT	17-22	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	23	Part IV - REPRESENTATIONS AND INSTRUCTIONS		
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	24	<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
<input checked="" type="checkbox"/>	F	DELIVERIES AND PERFORMANCE	25-26	<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	27-32	<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	33-40			
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>						
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 0 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: (this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>52-PAPT-7-00028</b> 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 Kudrewicz, Kate		
19B. Name of Contractor By		19C. Date Signed		20B. United States of America By		20C. Date Signed September 08, 1997
(Signature of person authorized to sign)				(Signature of Contracting Officer)		

**AWARD/CONTRACT (Continued)**1. THIS CONTRACT IS A RATED ORDER  
UNDER DPAS (15 CFR 35)

Rating

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2. Contract (Proc. inst. ident.) No

3. Effective Date

4. Requisition/Purchase Req.

5. Project No. (if applicable)

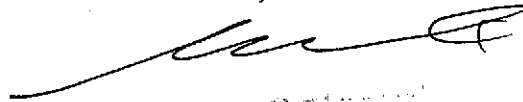
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	<p>This is an 8(a) competitive award, with the U.S. Small Business Administration and Vistronix, Inc.</p> <p>Procurement P.O.C. Kate Kudrewicz, (703) 305-8324. Program Office P.O.C. Terron Sims, (703) 308-9100 ext. 29. Vistronix P.O.C. Patrick Trues, (703) 734-2270.</p>				

15G: TOTAL AMOUNT OF CONTRACT \$3,000,000.00

TRIPARTITE AGREEMENT

CONTRACT NO.: 50-PAPT-7-00028  
SBA CONTRACT NO.: 0353-97-703793  
NATIONAL BUY NO.: 7700-97-703793

PRIME CONTRACTOR: U.S. SMALL BUSINESS ADMINISTRATION  
ATTN:  
WASHINGTON DISTRICT OFFICE  
1110 VERMONT AVENUE, N.W.  
9<sup>TH</sup> FLOOR  
WASHINGTON, DC 20005




SEP 21 1997

CONTRACTING OFFICER

DATE

8(A) SUBCONTRACTOR: VISTRONIX, INC.  
8391 OLD COURTHOUSE ROAD  
SUITE 220  
VIENNA, VA 22182



9/8/97

MR. PATRICK TRUEX, VICE PRESIDENT

DATE

PROCUREMENT OFFICE: U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE  
OFFICE OF PROCUREMENT  
ATTN: MS. KATHERINE E. KUDREWICZ  
2011 CRYSTAL DRIVE, SUITE 810  
ARLINGTON, VA 22202



MS. KATHERINE E. KUDREWICZ, CONTRACTING OFFICER

9/8/97  
DATE

BASE PERIOD					
OCTOBER 1, 1997 through SEPTEMBER 30, 1998					
Item Number		Estimated FTE	Hours per FY	Labor Rate/Hour	Total Amount
01XX	Positions and FTE for the Accomplishment of the CATS Requirement				
0101	PROJECT MANAGER	1.0	1,860	\$ 63.26	\$ 117,664
0102	OPERATIONS SUPERVISOR	2.0	3,720	\$ 34.35	\$ 127,782
0103	MAIL CLERK I	2.0	3,720	\$ 13.63	\$ 50,704
0104	MAIL CLERK II	3.0	5,580	\$ 15.98	\$ 89,168
0105	MAIL CLERK III	3.0	5,580	\$ 17.86	\$ 99,659
0106	MAIL CLERK IV	6.0	11,160	\$ 24.94	\$ 278,330
0107	FEE PROCESSOR II	3.0	5,580	\$ 15.98	\$ 89,168
0108	FEE PROCESSOR III	2.0	3,720	\$ 17.86	\$ 66,439
0109	FEE PROCESSOR IV	2.0	3,720	\$ 24.94	\$ 92,777
0110	DATA ENTRY CLERK I	0.5	930	\$ 16.58	\$ 15,419
0111	DATA ENTRY CLERK II	14.0	26,040	\$ 18.51	\$ 482,000
0112	TEXT EDITOR I	3.0	5,580	\$ 16.58	\$ 92,516
0113	TEXT EDITOR II	7.0	13,020	\$ 18.51	\$ 241,000
0114	PROOFREADER I	1.0	1,860	\$ 17.86	\$ 33,220
0115	PROOFREADER II	7.0	13,020	\$ 24.94	\$ 324,719
0116	CONVERSION TECH III	3.0	5,580	\$ 17.64	\$ 98,431
0117	QUALITY SUPERVISOR	1.0	1,860	\$ 37.70	\$ 70,122
0118	QUALITY CONTROL SPECIALIST	1.0	1,860	\$ 24.94	\$ 46,388
		61.5	114,390		\$ 2,415,508
0188	Microfilm per roll costs		624	\$ 134.00	\$ 83,616
	TOTAL BEFORE INCENTIVE				\$ 2,499,124
0199	Incentive Fee	6%			\$ 149,947
	TOTAL W/100% INCENTIVE				\$ 2,649,071

## BASE PERIOD

OCTOBER 1, 1997 through SEPTEMBER 30, 1998

Item Number		Estimated FTE	Hours per FY	Labor Rate/Hour	Total Amount
02XX	Optional Positions and FTE for the Accomplishment of the CATS Requirement				
0202	OPERATIONS SUPERVISOR			\$ 34.35	\$ -
0203	MAIL CLERK I			\$ 13.63	\$ -
0204	MAIL CLERK II			\$ 15.98	\$ -
0205	MAIL CLERK III			\$ 17.86	\$ -
0206	MAIL CLERK IV			\$ 24.94	\$ -
0207	FEE PROCESSOR II			\$ 15.98	\$ -
0208	FEE PROCESSOR III			\$ 17.86	\$ -
0209	FEE PROCESSOR IV			\$ 24.94	\$ -
0210	DATA ENTRY CLERK I			\$ 16.58	\$ -
0211	DATA ENTRY CLERK II			\$ 18.51	\$ -
0212	TEXT EDITOR I			\$ 16.58	\$ -
0213	TEXT EDITOR II			\$ 18.51	\$ -
0214	PROOFREADER I			\$ 17.86	\$ -
0215	PROOFREADER II			\$ 24.94	\$ -
0216	CONVERSION TECH III			\$ 17.64	\$ -
0217	QUALITY SUPERVISOR			\$ 37.70	\$ -
0218	QUALITY CONTROL SPECIALIST			\$ 24.94	\$ -
		0.0	0		\$ -

BASE PERIOD					
OCTOBER 1, 1997 through SEPTEMBER 30, 1998					
Item Number		Estimated FTE	Hours per FY	Labor Rate/Hour	Total Amount
03XX	Overtime Pool				
0302	OPERATIONS SUPERVISOR			\$ 34.35	\$ -
0303	MAIL CLERK I			\$ 20.45	\$ -
0304	MAIL CLERK II			\$ 23.97	\$ -
0305	MAIL CLERK III			\$ 26.79	\$ -
0306	MAIL CLERK IV			\$ 37.41	\$ -
0307	FEE PROCESSOR II			\$ 23.97	\$ -
0308	FEE PROCESSOR III			\$ 26.79	\$ -
0309	FEE PROCESSOR IV			\$ 37.41	\$ -
0310	DATA ENTRY CLERK I			\$ 24.87	\$ -
0311	DATA ENTRY CLERK II			\$ 27.77	\$ -
0312	TEXT EDITOR I			\$ 24.87	\$ -
0313	TEXT EDITOR II			\$ 27.77	\$ -
0314	PROOFREADER I			\$ 26.79	\$ -
0315	PROOFREADER II			\$ 37.41	\$ -
0316	CONVERSION TECH III			\$ 26.46	\$ -
0317	QUALITY SUPERVISOR			\$ 37.70	\$ -
0318	QUALITY CONTROL SPECIALIST			\$ 37.41	\$ -
					\$ 200,000

OPTION YEAR 1					
OCTOBER 1, 1998 through SEPTEMBER 30, 1999					
Item Number		Estimated FTE	Hours per FY	Labor Rate/Hour	Total Amount
11XX	Positions and FTE for the Accomplishment of the CATS Requirement				
1101	PROJECT MANAGER	1.0	1,860	\$ 64.84	\$ 120,602
1102	OPERATIONS SUPERVISOR	2.0	3,720	\$ 35.21	\$ 130,981
1103	MAIL CLERK I	2.0	3,720	\$ 13.50	\$ 50,220
1104	MAIL CLERK II	3.0	5,580	\$ 15.83	\$ 88,331
1105	MAIL CLERK III	3.0	5,580	\$ 17.69	\$ 98,710
1106	MAIL CLERK IV	6.0	11,160	\$ 24.70	\$ 275,652
1107	FEE PROCESSOR II	3.0	5,580	\$ 15.83	\$ 88,331
1108	FEE PROCESSOR III	2.0	3,720	\$ 17.69	\$ 65,807
1109	FEE PROCESSOR IV	2.0	3,720	\$ 24.70	\$ 91,884
1110	DATA ENTRY CLERK I	0.5	930	\$ 16.55	\$ 15,392
1111	DATA ENTRY CLERK II	14.0	26,040	\$ 18.48	\$ 481,219
1112	TEXT EDITOR I	3.0	5,580	\$ 16.55	\$ 92,349
1113	TEXT EDITOR II	7.0	13,020	\$ 18.48	\$ 240,610
1114	PROOFREADER I	1.0	1,860	\$ 17.69	\$ 32,903
1115	PROOFREADER II	7.0	13,020	\$ 24.70	\$ 321,594
1116	CONVERSION TECH III	3.0	5,580	\$ 17.61	\$ 98,264
1117	QUALITY SUPERVISOR	1.0	1,860	\$ 38.64	\$ 71,870
1118	QUALITY CONTROL SPECIALIST	1.0	1,860	\$ 24.70	\$ 45,942
		61.5	114,390		\$ 2,410,662
1188	Microfilm per roll costs		624	\$ 138.00	\$ 86,112
	TOTAL BEFORE INCENTIVE				\$ 2,496,774
1199	Incentive Fee	6%			\$ 149,806
	TOTAL W/100% INCENTIVE				\$ 2,646,581

OPTION YEAR 1					
OCTOBER 1, 1998 through SEPTEMBER 30, 1999					
Item Number		Estimated FTE	Hours per FY	Labor Rate/Hour	Total Amount
12XX	Optional Positions and FTE for the Accomplishment of the CATS Requirement				
1202	OPERATIONS SUPERVISOR			\$ 35.21	\$ -
1203	MAIL CLERK I			\$ 13.50	\$ -
1204	MAIL CLERK II			\$ 15.83	\$ -
1205	MAIL CLERK III			\$ 17.69	\$ -
1206	MAIL CLERK IV			\$ 24.70	\$ -
1207	FEE PROCESSOR II			\$ 15.83	\$ -
1208	FEE PROCESSOR III			\$ 17.69	\$ -
1209	FEE PROCESSOR IV			\$ 24.70	\$ -
1210	DATA ENTRY CLERK I			\$ 16.55	\$ -
1211	DATA ENTRY CLERK II			\$ 18.48	\$ -
1212	TEXT EDITOR I			\$ 16.55	\$ -
1213	TEXT EDITOR II			\$ 18.48	\$ -
1214	PROOFREADER I			\$ 17.69	\$ -
1215	PROOFREADER II			\$ 24.70	\$ -
1216	CONVERSION TECH III			\$ 17.61	\$ -
1217	QUALITY SUPERVISOR			\$ 38.64	\$ -
1218	QUALITY CONTROL SPECIALIST			\$ 24.70	\$ -
		0.0	0		\$ -



OPTION YEAR 1					
OCTOBER 1, 1998 through SEPTEMBER 30, 1999					
Item Number		Estimated FTE	Hours per FY	Labor Rate/Hour	Total Amount
13XX	Overtime Pool				
1302	OPERATIONS SUPERVISOR			\$ 35.21	\$ -
1303	MAIL CLERK I			\$ 20.25	\$ -
1304	MAIL CLERK II			\$ 23.75	\$ -
1305	MAIL CLERK III			\$ 26.54	\$ -
1306	MAIL CLERK IV			\$ 37.05	\$ -
1307	FEE PROCESSOR II			\$ 23.75	\$ -
1308	FEE PROCESSOR III			\$ 26.54	\$ -
1309	FEE PROCESSOR IV			\$ 37.05	\$ -
1310	DATA ENTRY CLERK I			\$ 24.83	\$ -
1311	DATA ENTRY CLERK II			\$ 27.72	\$ -
1312	TEXT EDITOR I			\$ 24.83	\$ -
1313	TEXT EDITOR II			\$ 27.72	\$ -
10314	PROOFREADER I			\$ 26.54	\$ -
1315	PROOFREADER II			\$ 37.05	\$ -
1316	CONVERSION TECH III			\$ 26.42	\$ -
1317	QUALITY SUPERVISOR			\$ 38.64	\$ -
1318	QUALITY CONTROL SPECIALIST			\$ 37.05	\$ -
		0.0	0		\$ -

OPTION YEAR 2					
OCTOBER 1, 1999 through SEPTEMBER 30, 2000					
Item Number		Estimated FTE	Hours per FY	Labor Rate/Hour	Total Amount
21XX	Positions and FTE for the Accomplishment of the CATS Requirement				
2101	PROJECT MANAGER	1.0	1,860	\$ 65.99	\$ 122,741
2102	OPERATIONS SUPERVISOR	2.0	3,720	\$ 35.83	\$ 133,288
2103	MAIL CLERK I	2.0	3,720	\$ 13.27	\$ 49,364
2104	MAIL CLERK II	3.0	5,580	\$ 15.56	\$ 86,825
2105	MAIL CLERK III	3.0	5,580	\$ 17.40	\$ 97,092
2106	MAIL CLERK IV	6.0	11,160	\$ 24.29	\$ 271,076
2107	FEE PROCESSOR II	3.0	5,580	\$ 15.56	\$ 86,825
2108	FEE PROCESSOR III	2.0	3,720	\$ 17.40	\$ 64,728
2109	FEE PROCESSOR IV	2.0	3,720	\$ 24.29	\$ 90,359
2110	DATA ENTRY CLERK I	0.5	930	\$ 16.46	\$ 15,308
2111	DATA ENTRY CLERK II	14.0	26,040	\$ 18.38	\$ 478,615
2112	TEXT EDITOR I	3.0	5,580	\$ 16.46	\$ 91,847
2113	TEXT EDITOR II	7.0	13,020	\$ 18.38	\$ 239,308
2114	PROOFREADER I	1.0	1,860	\$ 17.40	\$ 32,364
2115	PROOFREADER II	7.0	13,020	\$ 24.29	\$ 316,256
2116	CONVERSION TECH III	3.0	5,580	\$ 17.51	\$ 97,706
2117	QUALITY SUPERVISOR	1.0	1,860	\$ 39.33	\$ 73,154
2118	QUALITY CONTROL SPECIALIST	1.0	1,860	\$ 24.29	\$ 45,179
		61.5	114,390		\$ 2,392,034
2188	Microfilm per roll costs		624	\$ 143.00	\$ 89,232
	TOTAL BEFORE INCENTIVE				\$ 2,481,266
2199	Incentive Fee	6%			\$ 148,876
	TOTAL W/100% INCENTIVE				\$ 2,630,142

OPTION YEAR 2					
OCTOBER 1, 1999 through SEPTEMBER 30, 2000					
Item Number		Estimated FTE	Hours per FY	Labor Rate/Hour	Total Amount
22XX	Optional Positions and FTE for the Accomplishment of the CATS Requirement				
2202	OPERATIONS SUPERVISOR			\$ 35.83	\$ -
2203	MAIL CLERK I			\$ 13.27	\$ -
2204	MAIL CLERK II			\$ 15.56	\$ -
2205	MAIL CLERK III			\$ 17.40	\$ -
2206	MAIL CLERK IV			\$ 24.29	\$ -
2207	FEE PROCESSOR II			\$ 15.56	\$ -
2208	FEE PROCESSOR III			\$ 17.40	\$ -
2209	FEE PROCESSOR IV			\$ 24.29	\$ -
2210	DATA ENTRY CLERK I			\$ 16.46	\$ -
2211	DATA ENTRY CLERK II			\$ 18.38	\$ -
2212	TEXT EDITOR I			\$ 16.46	\$ -
2213	TEXT EDITOR II			\$ 18.38	\$ -
2214	PROOFREADER I			\$ 17.40	\$ -
2215	PROOFREADER II			\$ 24.29	\$ -
2216	CONVERSION TECH III			\$ 17.51	\$ -
2217	QUALITY SUPERVISOR			\$ 39.33	\$ -
2218	QUALITY CONTROL SPECIALIST			\$ 24.29	\$ -
		0.0	0		\$ -

## OPTION YEAR 2

OCTOBER 1, 1999 through SEPTEMBER 30, 2000

Item Number		Estimated FTE	Hours per FY	Labor Rate/Hour	Total Amount
23XX	Overtime Pool				
2302	OPERATIONS SUPERVISOR			\$ 35.83	\$ -
2303	MAIL CLERK I			\$ 19.91	\$ -
2304	MAIL CLERK II			\$ 23.34	\$ -
2305	MAIL CLERK III			\$ 26.10	\$ -
2306	MAIL CLERK IV			\$ 36.44	\$ -
2307	FEE PROCESSOR II			\$ 23.34	\$ -
2308	FEE PROCESSOR III			\$ 26.10	\$ -
2309	FEE PROCESSOR IV			\$ 36.44	\$ -
2310	DATA ENTRY CLERK I			\$ 24.69	\$ -
2311	DATA ENTRY CLERK II			\$ 27.57	\$ -
2312	TEXT EDITOR I			\$ 24.69	\$ -
2313	TEXT EDITOR II			\$ 27.57	\$ -
2314	PROOFREADER I			\$ 26.10	\$ -
2315	PROOFREADER II			\$ 36.44	\$ -
2316	CONVERSION TECH III			\$ 26.27	\$ -
2317	QUALITY SUPERVISOR			\$ 39.33	\$ -
2318	QUALITY CONTROL SPECIALIST			\$ 36.44	\$ -
		0.0	0		\$ -

OPTION YEAR 3					
OCTOBER 1, 2000 through SEPTEMBER 30, 2001					
Item Number		Estimated FTE	Hours per FY	Labor Rate/Hour	Total Amount
31XX	Positions and FTE for the Accomplishment of the CATS Requirement				
3101	PROJECT MANAGER	1.0	1,860	\$ 67.35	\$ 125,271
3102	OPERATIONS SUPERVISOR	2.0	3,720	\$ 36.57	\$ 136,040
3103	MAIL CLERK I	2.0	3,720	\$ 13.09	\$ 48,695
3104	MAIL CLERK II	3.0	5,580	\$ 15.35	\$ 85,653
3105	MAIL CLERK III	3.0	5,580	\$ 17.16	\$ 95,753
3106	MAIL CLERK IV	6.0	11,160	\$ 23.95	\$ 267,282
3107	FEE PROCESSOR II	3.0	5,580	\$ 15.35	\$ 85,653
3108	FEE PROCESSOR III	2.0	3,720	\$ 17.16	\$ 63,835
3109	FEE PROCESSOR IV	2.0	3,720	\$ 23.95	\$ 89,094
3110	DATA ENTRY CLERK I	0.5	930	\$ 16.38	\$ 15,233
3111	DATA ENTRY CLERK II	14.0	26,040	\$ 18.29	\$ 476,272
3112	TEXT EDITOR I	3.0	5,580	\$ 16.38	\$ 91,400
3113	TEXT EDITOR II	7.0	13,020	\$ 18.29	\$ 238,136
3114	PROOFREADER I	1.0	1,860	\$ 17.16	\$ 31,918
3115	PROOFREADER II	7.0	13,020	\$ 23.95	\$ 311,829
3116	CONVERSION TECH III	3.0	5,580	\$ 17.43	\$ 97,259
3117	QUALITY SUPERVISOR	1.0	1,860	\$ 40.14	\$ 74,660
3118	QUALITY CONTROL SPECIALIST	1.0	1,860	\$ 23.95	\$ 44,547
		61.5	114,390		\$ 2,378,531
3188	Microfilm per roll costs		624	\$ 148.00	\$ 92,352
	TOTAL BEFORE INCENTIVE				\$ 2,470,883
3199	Incentive Fee	6%			\$ 148,253
	TOTAL W/100% INCENTIVE				\$ 2,619,136

OPTION YEAR 3					
OCTOBER 1, 2000 through SEPTEMBER 30, 2001					
Item Number		Estimated FTE	Hours per FY	Labor Rate/Hour	Total Amount
32XX	Optional Positions and FTE for the Accomplishment of the CATS Requirement				
3202	OPERATIONS SUPERVISOR			\$ 36.57	\$ -
3203	MAIL CLERK I			\$ 13.09	\$ -
3204	MAIL CLERK II			\$ 15.35	\$ -
3205	MAIL CLERK III			\$ 17.16	\$ -
3206	MAIL CLERK IV			\$ 23.95	\$ -
3207	FEE PROCESSOR II			\$ 15.35	\$ -
3208	FEE PROCESSOR III			\$ 17.16	\$ -
3209	FEE PROCESSOR IV			\$ 23.95	\$ -
3210	DATA ENTRY CLERK I			\$ 16.38	\$ -
3211	DATA ENTRY CLERK II			\$ 18.29	\$ -
3212	TEXT EDITOR I			\$ 16.38	\$ -
3213	TEXT EDITOR II			\$ 18.29	\$ -
3214	PROOFREADER I			\$ 17.16	\$ -
3215	PROOFREADER II			\$ 23.95	\$ -
3216	CONVERSION TECH III			\$ 17.43	\$ -
3217	QUALITY SUPERVISOR			\$ 40.14	\$ -
3218	QUALITY CONTROL SPECIALIST			\$ 23.95	\$ -
		0.0	0		\$ -

OPTION YEAR 3					
OCTOBER 1, 2000 through SEPTEMBER 30, 2001					
Item Number		Estimated FTE	Hours per FY	Labor Rate/Hour	Total Amount
33XX	Overtime Pool				
3302	OPERATIONS SUPERVISOR			\$ 36.57	\$ -
3303	MAIL CLERK I			\$ 19.64	\$ -
3304	MAIL CLERK II			\$ 23.03	\$ -
3305	MAIL CLERK III			\$ 25.74	\$ -
3306	MAIL CLERK IV			\$ 35.93	\$ -
3307	FEE PROCESSOR II			\$ 23.03	\$ -
3308	FEE PROCESSOR III			\$ 25.74	\$ -
3309	FEE PROCESSOR IV			\$ 35.93	\$ -
3310	DATA ENTRY CLERK I			\$ 24.57	\$ -
3311	DATA ENTRY CLERK II			\$ 27.44	\$ -
3312	TEXT EDITOR I			\$ 24.57	\$ -
3313	TEXT EDITOR II			\$ 27.44	\$ -
3314	PROOFREADER I			\$ 25.74	\$ -
3315	PROOFREADER II			\$ 35.93	\$ -
3316	CONVERSION TECH III			\$ 26.15	\$ -
3317	QUALITY SUPERVISOR			\$ 40.14	\$ -
3318	QUALITY CONTROL SPECIALIST			\$ 35.93	\$ -
		0.0	0		\$ -

OPTION YEAR 4					
OCTOBER 1, 2001 through SEPTEMBER 30, 2002					
Item Number		Estimated FTE	Hours per FY	Labor Rate/Hour	Total Amount
<b>41XX</b>	<b>Positions and FTE for the Accomplishment of the CATS Requirement</b>				
4101	PROJECT MANAGER	1.0	1,860	\$ 69.15	\$ 128,619
4102	OPERATIONS SUPERVISOR	2.0	3,720	\$ 37.54	\$ 139,649
4103	MAIL CLERK I	2.0	3,720	\$ 12.98	\$ 48,286
4104	MAIL CLERK II	3.0	5,580	\$ 15.22	\$ 84,928
4105	MAIL CLERK III	3.0	5,580	\$ 17.02	\$ 94,972
4106	MAIL CLERK IV	6.0	11,160	\$ 23.76	\$ 265,162
4107	FEE PROCESSOR II	3.0	5,580	\$ 15.22	\$ 84,928
4108	FEE PROCESSOR III	2.0	3,720	\$ 17.02	\$ 63,314
4109	FEE PROCESSOR IV	2.0	3,720	\$ 23.76	\$ 88,387
4110	DATA ENTRY CLERK I	0.5	930	\$ 16.34	\$ 15,196
4111	DATA ENTRY CLERK II	14.0	26,040	\$ 18.24	\$ 474,970
4112	TEXT EDITOR I	3.0	5,580	\$ 16.34	\$ 91,177
4113	TEXT EDITOR II	7.0	13,020	\$ 18.24	\$ 237,485
4114	PROOFREADER I	1.0	1,860	\$ 17.02	\$ 31,657
4115	PROOFREADER II	7.0	13,020	\$ 23.76	\$ 309,355
4116	CONVERSION TECH III	3.0	5,580	\$ 17.38	\$ 96,980
4117	QUALITY SUPERVISOR	1.0	1,860	\$ 41.21	\$ 76,651
4118	QUALITY CONTROL SPECIALIST	1.0	1,860	\$ 23.76	\$ 44,194
		<b>61.5</b>	<b>114,390</b>		<b>\$ 2,375,908</b>
4188	Microfilm per roll costs		624	\$ 153.00	\$ 95,472
	TOTAL BEFORE INCENTIVE				<b>\$ 2,471,380</b>
4199	Incentive Fee	6%			\$ 148,283
	TOTAL W/100% INCENTIVE				<b>\$ 2,619,663</b>



OPTION YEAR 4					
OCTOBER 1, 2001 through SEPTEMBER 30, 2002					
Item Number		Estimated FTE	Hours per FY	Labor Rate/Hour	Total Amount
42XX	Optional Positions and FTE for the Accomplishment of the CATS Requirement				
4202	OPERATIONS SUPERVISOR			\$ 37.54	\$ -
4203	MAIL CLERK I			\$ 12.98	\$ -
4204	MAIL CLERK II			\$ 15.22	\$ -
4205	MAIL CLERK III			\$ 17.02	\$ -
4206	MAIL CLERK IV			\$ 23.76	\$ -
4207	FEE PROCESSOR II			\$ 15.22	\$ -
4208	FEE PROCESSOR III			\$ 17.02	\$ -
4209	FEE PROCESSOR IV			\$ 23.76	\$ -
4210	DATA ENTRY CLERK I			\$ 16.34	\$ -
4211	DATA ENTRY CLERK II			\$ 18.24	\$ -
4212	TEXT EDITOR I			\$ 16.34	\$ -
4213	TEXT EDITOR II			\$ 18.24	\$ -
4214	PROOFREADER I			\$ 17.02	\$ -
4215	PROOFREADER II			\$ 23.76	\$ -
4216	CONVERSION TECH III			\$ 17.38	\$ -
4217	QUALITY SUPERVISOR			\$ 41.21	\$ -
4218	QUALITY CONTROL SPECIALIST			\$ 23.76	\$ -
		0.0	0		\$ -

OPTION YEAR 4					
OCTOBER 1, 2001 through SEPTEMBER 30, 2002					
Item Number		Estimated FTE	Hours per FY	Labor Rate/Hour	Total Amount
43XX	Overtime Pool				
4302	OPERATIONS SUPERVISOR			\$ 37.54	\$ -
4303	MAIL CLERK I			\$ 19.47	\$ -
4304	MAIL CLERK II			\$ 22.83	\$ -
4305	MAIL CLERK III			\$ 25.53	\$ -
4306	MAIL CLERK IV			\$ 35.64	\$ -
4307	FEE PROCESSOR II			\$ 22.83	\$ -
4308	FEE PROCESSOR III			\$ 25.53	\$ -
4309	FEE PROCESSOR IV			\$ 35.64	\$ -
4310	DATA ENTRY CLERK I			\$ 24.51	\$ -
4311	DATA ENTRY CLERK II			\$ 27.36	\$ -
4312	TEXT EDITOR I			\$ 24.51	\$ -
4313	TEXT EDITOR II			\$ 27.36	\$ -
4314	PROOFREADER I			\$ 25.53	\$ -
4315	PROOFREADER II			\$ 35.64	\$ -
4316	CONVERSION TECH III			\$ 26.07	\$ -
4317	QUALITY SUPERVISOR			\$ 41.21	\$ -
4318	QUALITY CONTROL SPECIALIST			\$ 35.64	\$ -
		0.0	0		\$ -

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

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

**C.2. PROJECT OBJECTIVE**

The Project Objective is to deliver a contractor capable of providing high quality solutions to perform the duties associated with Trademark database services including data entry, text editing and proofreading of source materials provided, Trademark mail room services, data entry services for trademark fees and other fee activities and archival-quality microfilm services. Optional requirements may include proofreading of materials prior to publication, file maintenance, optical scanning of back files and trademark papers, quality control of optically-scanned materials, and optical character recognition (OCR) data capture. ~~The optional requirements as stated above may or may not be exercised during the term of any~~ resulting contract. It is anticipated that a contract will be awarded not later than the end of the current fiscal year, September 30, 1997.

*The offerors have a unique opportunity under this Project Agreement. In a recent Presidential Executive Memorandum to the Heads of Executive Agencies to promote the Federal hiring of welfare recipients, the President stated that he has also urged businesses across the Nation to offer jobs to welfare recipients. In furtherance of this goal, PTO highly encourages offerors on this Project Agreement to propose the hiring of welfare recipients in meeting requirements of the Project Objective. Accordingly, an offerors' intent and proposal to hire welfare recipients to fulfill contract requirements will be a key discriminator during evaluation.*

The following is a brief description of contractual responsibilities and deliverables desired by the PTO. Offerors are encouraged to respond to all of the following with innovative and creative approaches for the accomplishment of the work, including the use of welfare recipients as part of the offeror's workforce. Offerors who fail to respond to all of the requirements listed below will not be considered for further evaluation.

**C.3.1 QUALITY CONTROL**

The Office of Trademarks has as a part of its mission the responsibility of achieving and maintaining a high level of quality and customer satisfaction. The successful offeror will become a partner with the Government and work with the Government to achieve error-free deliverables.

A comprehensive Quality Control (QC) plan will be required that establishes production-oriented quality goals and tracks performance against stated customer service goals and results. The purpose of the QC plan will be to initiate and stimulate action. Emphasis will focus on error prevention rather than removal or correction. Since no single quality measurement will suffice, creativity will be paramount. Each functional area as described in the Project Agreement must be addressed separately. The successful offeror and the Government will work together to choose quality indicators and ensure that all customer service standards and specifications are met.

Furthermore, offerors are encouraged to submit innovative proposals that award superior performance and deter unsatisfactory performance.

The Government is also interested in the formulation of an independently-administered Quality Assurance (QA) plan, as a separate and distinct initiative from the QC plan. The QA plan should focus on the quality of the service provided and not on the steps or procedures taken to provide the product or service. This would include pre-planned inspections, investigation of complaints and random unscheduled inspections of the services. ~~This QA plan would monitor and evaluate the contractor's performance by identifying tasks,~~ items or criteria to be monitored, determining the measurement techniques to use, and providing for the collection, validation and evaluation of the data concerning the contractor's performance. Overall, the QA plan would address the monitoring of the contract cost, schedule, technical performance and quality.

### C.3.2. ADMINISTRATIVE SERVICES

The Administrative Services portion of this Project Agreement consists of Trademark database services from the receipt and initial processing of trademark applications to the publication for opposition of trademarks in the Trademark Official Gazette (TMOG), publication of certificates of registration, and post registration activities associated with the maintenance of registered trademarks. The TMOG is a weekly publication, compiled by the Office of Trademarks and printed for distribution by the Government Printing Office. These services include, but are not limited to, data entry, text editing and proofreading of source materials, Trademark mail room services, data entry services for trademark fees and other fee activities and optional requirements for various other support services. Workflow volumes given below are weekly averages and are anticipated to increase 10% annually. These workflow volumes will fluctuate weekly resulting in management and staffing implications.

#### C.3.2.1 MAIL ROOM OPERATIONS

The mail room staff sorts and properly directs several thousand pieces of mail received daily. This mail consists of Trademark inter-office mail and mail received from and dispatched to the U. S. Postal Service and other commercial carriers. Currently the mail room

processes approximately 11,000 pieces of incoming mail and 33,000 pieces of out-going mail weekly. Improperly addressed mail will be researched for proper routing. In addition to traditional mail room functions, new applications and fee correspondences are fee coded and assembled in accordance with standard operating procedures for processing by the Trademark Fee Processing Office.

#### C.3.2.2. FEE PROCESSING OPERATION

The Trademark Fee Processing Operation is responsible for all fee-related transactions. Tasks include but are not limited to: processing fee payments and refunds; adding fee codes; responding to telephone inquiries; handling cash and equivalent monetary instruments; and other administrative tasks as required. Data is identified from source documents and accurately entered into automated systems. Daily reconciliation of financial data in preparation of supporting financial documentation is required. Full-time staffing of a customer service window that supports various financial and administrative tasks is also required. Current volume of transactions entered is approximately 5,000 per week.

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#### C.3.2.3. TRADEMARK DATABASE SERVICES TASK SUMMARIES

##### C.3.2.3.1. DATA ENTRY

The entry of data from new trademark applications is performed on a first in first out (FIFO) basis using an on-site automated system provided by the Government, consisting of the New Application Data Entry System (NADES) which is a subsystem of the Trademark Reporting and Monitoring System (TRAM). Data is entered into specific fields as marked on customer applications or coded on work sheets by Government examiners and then uploaded to the mainframe. The contractor maintains files received in serial number order to ensure FIFO processing. Data quality is critical to the examination and registration processes and is a critical customer service issue. Data must be accurately entered, spaced, punctuated, formatted and placed in the correct data element fields. A maximum two-day turnaround is required from the time of receipt by the contractor to the time the contractor uploads the data. Current volume of new applications is 3,600 per week. Government standards are provided in the Trademark Data Entry Manual. These standards were extracted from the Patent and Trademark Office version of the Government Printing Office Style Manual, the Trademark Data Element Dictionary, the Trademark Weekly Text File Format, Trademark Manual of Examining Procedure (TMEP) and U. S. Postal Publication 28.

#### C.3.2.3.2. TEXT EDITING

Text editing consists of updating the Trademark database by accessing the on-line text editing system. All files submitted for updates will have corrections, additions and deletions that have been marked up and coded by examiners on full-file printouts, original papers submitted by applicants or registrants and/or work sheets prepared by Government employees, as applicable. Data quality is critical to the examination and registration processes and is a critical customer service issue. Data must be accurately entered, spaced, punctuated, formatted, and entered into the correct data element fields. A maximum two-day turnaround is required from the time of receipt by the contractor to the time the contractor uploads the data. Edits may consist of correcting one letter to keying and formatting entire data fields in multiple records. Current volume of files is approximately 5,400 per week. Detailed text editing instructions are contained in the Data Entry Manual.

#### C.3.2.3.3. FINAL PROOFREADING OF FILES PRIOR TO SUBMISSION TO THE GOVERNMENT

##### PRINTING OFFICE (GPO)

Proofreading files approved for publication consists of data verification and text editing of errors contained in Trademark databases detected prior to submission of electronic records to the Government Printing Office (GPO) for printing. The contractor must immediately process receipt and dispatch transactions in TRAM. In addition, the contractor must ensure FIFO processing. A full-file printout is checked against papers contained in the application file wrapper to ensure that spelling, spacing, punctuation, and formatting are correct and that data is not missing or entered into incorrect fields or records. Data quality is critical to the registration process and is a critical customer service issue. Questions to resolve discrepancies between data in the application file wrapper and data shown on the full-file printout and in the TRAM data base are entered on the "Trademark Query Control Form" and directed to a Government monitor for resolution. A maximum five-day turnaround is required. Current volume of files is approximately 3,500 per week. Proofreading instructions are contained in the Data Entry Manual.

#### C.3.2.4. FINAL INSPECTION AND STYLISTIC REVIEW OF CAMERA READY COPY

C.3.2.4.1. The TMOG is published weekly and consists of approximately 600 pages per issue. Camera ready copy received from GPO shall be reviewed to ensure appropriate page layouts and to correct errors that may be identified by "sight proofing" without reference to original materials. This review will be done in accordance with the GPO Style Manual and published PTO guidance.

C.3.2.4.2. Certificates of Registration Certificates of Registration are inspected to ensure clarity and resolution prior to issuance to registrants. Current volume is approximately 2,000 proofs per week.

NOTE: All manuals or materials referenced in the paragraphs above are available in the Trademark Search Library, South Tower Building, 2nd Floor, 2900 Crystal Drive, Arlington, VA 22202. The hours of operation are: Monday through Friday, 9:00 a.m. to 5:00 p.m. EST.

#### C.3.2.5 OPTIONAL REQUIREMENTS

Optional file maintenance support responsibilities may include, but are not limited to, the matching and inserting of papers into files, using TRAM to assign and track files, and maintaining inventories and application file security.

#### C.3.3. MICROFILMING AND SCANNING SERVICES

##### ~~C.3.3.1. ARCHIVAL QUALITY MICROFILM~~

Each new application received by the Trademark Office is required to be microfilmed using contractor-supplied silver halide archival- quality film. Equipment and facilities are provided by the Government. Filming of the application must be done on-site and is subject to production requirements. The contractor is responsible for developing film and inspecting for compliance with industry standards for density, resolution, quality control and damage caused by improper handling. Current volume of new applications microfilmed is approximately 3,600 per week.

##### C.3.3.2. OPTIONAL REQUIREMENT

In the future, all incoming papers may be converted to electronic form using scanning (imaging) and optical character recognition (OCR) technology. Personnel will perform this data conversion, verify the quality of imaged documents after scanning and prior to uploading for archival storage and OCR capture, correct any problems via rescanning (imaged documents) or correction by key entry (OCR). Paper copies not "readable" for OCR conversion (handwritten) will be key entered into the electronic system. The conversion to scanning will be implemented in modules, coinciding with the development and use of imaging/scanning technologies, OCR technologies and electronic file management capabilities.

**C.3.4. FUTURE REQUIREMENTS**

Offerors are hereby advised that current Trademark processes and support systems are being re-engineered to support higher quality and substantially improved customer service. Therefore, it will be incumbent upon the offerors to demonstrate the ability to be flexible enough to quickly adjust processes, personnel skill levels, and management to adapt to process changes being implemented in Trademarks both now and in the future.



**SECTION D - PACKAGING AND MARKING**

**THERE ARE NO CLAUSES INCLUDED IN THIS SECTION**

## 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
52.246-4	INSPECTION OF SERVICES FIXED-PRICE	AUG 1996

E.2 The Contracting Officer's Technical Representative (COTR) or his duly authorized representative will perform inspection and acceptance of supplies/services to be provided under this contract.

## 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
52.242-15	STOP WORK ORDER FIXED-PRICE	AUG 1989
52-242-17	GOVERNMENT DELAY OF WORK	AUG 1984

~~F.2 PERIOD OF PERFORMANCE~~

The period of performance of this contract are as follows:

Base Period:	October 1, 1997 - September 30, 1998
Option Period 1:	October 1, 1998 - September 30, 1999
Option Period 2:	October 1, 1999 - September 30, 2000
Option Period 3:	October 1, 2000 - September 30, 2001
Option Period 4:	October 1, 2001 - September 30, 2002

The period of performance for the Optional Requirements will be specified in the contract modification that exercises each optional requirement, however, performance shall not extend past the period of performance for the contract firm requirement period in which the optional requirement is exercised.

F.3 PLACE OF PERFORMANCE

All contract performance shall be at the Patent and Trademark Office, Office of Trademarks, 2900 Crystal Drive, South Tower, Arlington, VA, 22202, unless otherwise modified.

F.4 GOVERNMENT HOLIDAYS

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

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Inauguration Day	January 20, 2001
Any other day designated by Federal Statute, Executive Order or Presidential Proclamation	

The Contractor duty hours shall be normal business hours based on an eight hour day, Monday through Friday, except on the Federal holidays listed above, or when ~~administrative leave is granted by the Office to its employees. The Contractor shall~~ establish duty hours for Contractor employees that will ensure that all services specified in the contract are provided. PTO shall not be liable for costs incurred as a result of Contractor performance when administrative leave has been granted to PTO. The Contractor shall comply with the aforementioned Government holidays, therefore, the Government Offices are closed to the Contractor's staff on the day(s) these holidays are observed.

## SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

## (a) Contracting Officer's Technical Representative

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

## (b) Contracting Officer

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

## G.2 CONTRACTING OFFICER'S AUTHORITY

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

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

(a) Mr. Terron Sims, 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. Department of Commerce, ~~U.S. Patent and Trademark Office, Office of Trademark, 2900 Crystal Drive,~~ South Tower, Room 10B10, Arlington, VA 22202. The telephone number is Area Code (703) 308-9100 ext. 29.

(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 him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

**G.4 CONTRACT ADMINISTRATION OFFICE**

(a) This contract will be administered by:

U.S. Patent and Trademark  
Office of Procurement  
2011 Crystal Drive, CPK-1, Suite 810  
Arlington, VA 22202

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

**G.5 SUBMISSION OF INVOICES**

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

U.S. Patent and Trademark Office  
Office of Finance - Box 17  
Crystal Park 1, Room 802B  
Washington, D.C. 20231

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

- a. Name of the Contractor and invoice date;
- b. Contract number, or other authorization for delivery of property or services;
- c. Description, price and quantity of property and services actually delivered or rendered;
- d. Shipping and payment terms;
- e. Name and signature of certifying official, title, phone number and complete mailing address of official to whom payment is to be sent;
- f. Other substantiating documentation or information as required by the contract.
- g. Period of Performance covered by the invoice.

To assist the Government in making timely payments, the Contractor is requested to furnish the following additional information either on the invoice or on an attachment to the invoice:

- a. Date of the Government's acceptance of the supplies being invoiced;
- b. Name, title and phone number of responsible official preparing the invoice;
- c. Date(s) that property was delivered or services rendered;
- d. Serial number of property delivered, subsystem designation (if applicable);
- e. Address where property was delivered or services were rendered;
- f. Credits (if applicable);
- g. Copy of Contracting Officer's written notification of acceptance following successful completion of Standard Performance Period (if applicable);
- h. Contractor's complete remittance address.

THE CONTRACTOR SHALL ENTER THE FOLLOWING STATEMENT ON THE ORIGINAL OF EACH INVOICE:

~~COTR's Certification~~

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

\_\_\_\_\_  
COTR Signature

\_\_\_\_\_  
Date

**G.6 CONTRACTOR'S REMITTANCE ADDRESS**

(a) The Contractor's remittance or check mailing address is shown below, if different from the address shown in Block 15A of the Standard Form 33.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) An invoice containing a different remittance address than shown in this contract, or on a proper notice of assignment, will be returned as defective.



**G.7 GOVERNMENT FURNISHED PROPERTY**

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

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

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

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

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

**G.8. GOVERNMENT FURNISHED DATA**

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

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

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

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

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

**G.9 GOVERNMENT PROPERTY--FACILITIES USE**

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

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

**G.10 ACCESS TO GOVERNMENT FACILITIES**

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

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 TYPE OF CONTRACT

This is a fixed-price award fee (FPAF) type contract.

### H.2 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.3 OPTION TO EXTEND THE TERM OF THE CONTRACT -- FIXED-PRICE CONTRACT

The Government has the option to extend the term of this contract for four (4) additional period(s). If more than 30 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last thirty (30) days of the period of performance, the Government must provide to the Contractor written

notification prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

Exercise of an option will result in the following contract modifications:

The "Period of Performance" clause will be modified as follows:

Option Period 1:	October 1, 1998 - September 30, 1999
Option Period 2:	October 1, 1999 - September 30, 2000
Option Period 3:	October 1, 2000 - September 30, 2001
Option Period 4:	October 1, 2001 - September 30, 2002

**H.4 OPTION TO EXTEND THE TERM OF THE CONTRACT -- SEPARATELY PRICED LINE ITEMS -- FIXED PRICE CONTRACT (Applicable to CLINS 02XX, 12XX, 22XX, 32XX and 42XX)**

~~The Government has the option to require the CLINs/SUBCLINs, identified in the~~  
Schedule as optional requirements within each contract period, in the quantity and prices stated in Section B. Each option is independent of any other option, and the Government has the right to unilaterally exercise any such option, in whole or in part up to the total quantity specified in the option item, whether or not it has exercised other options. Options shall be exercised by issuing a contract modification signed by the Contracting Officer. Upon exercise of the option the Contractor will have thirty days in which to provide the appropriate key personnel, subject to approval by the Government.

**H.5 INSURANCE COVERAGE**

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

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

## (b) General Liability.

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

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

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

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

H.6 KEY PERSONNEL

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

<u>QUANTITY</u>	<u>LABOR CATEGORY</u>
1	PROJECT MANAGER
2	OPERATIONS SUPERVISORS
6	MAIL CLERK IV
2	FEE PROCESSOR IV
7	TEXT EDITOR II
7	PROOFREADER II
3	CONVERSION TECH III
1	QUALITY SUPERVISOR
1	QUALITY CONTROL SPECIALIST

(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 fifteen (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 fifteen (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.7 SUPERVISION OF CONTRACTOR'S EMPLOYEES

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

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

#### H.8 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

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

#### H.9 SUITABILITY/RISK ASSESSMENT PROCEEDING REQUIREMENTS

This contract requires that the contractor's employees who will work on the premises of the U.S. Patent and Trademark Offices in Crystal City, used for Government operations shall be required to undergo specific suitability assessment processing.

### 1. Suitability or Risk Level

The suitability of risk level for this contract has been determined to be low-risk.

### 2. Contractor Performance Requirements

a. The contractor shall pre-screen their employees to eliminate anyone who does not meet the following criteria: The prospective employee must either be a U.S. Citizen, or if a non-U.S. citizen, have official legal status in the United States and have continuously resided in the United States for the last FIVE years.

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

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

d. The contractor shall immediately remove any employee from any work requiring access to Commerce buildings or facilities if directed in writing by the Contracting Officer.

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

### 3. Government Responsibilities

a. The Government's suitability processing will consist of limited personal background inquiries pertaining to verification of name, physical description, criminal history record, credit history check, fingerprint classification, and other pertinent information as dictated by level of risk. The Government may, at its discretion, repeat the suitability processing on any contract employee or expand the investigation to resolve issues.

b. The Government will inspect and either accept or reject the contractor's suitability assessment forms as delineated in the Personnel Security Manual.

c. The Government will notify the contractor in writing when any of the following occur: A contract employee is acceptable based on the suitability checks and assessment conducted; a contract employee is unacceptable based on the suitability checks and assessment processing; or a contract employee or prospective contract employee is barred from working on Government facilities because of any of the following:

- i. Conviction of a felony, a significant history of violent behavior or moral turpitude.
- ii. Falsification of information entered on suitability screening forms or of other documents submitted to the Department.
- iii. Improper conduct once performing on the contract, including criminal, infamous, dishonest, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct was directly related to the contract.
- iv. Any behavior judged to pose a threat to personnel, property or programs of the Department.

~~d. In as much as this contract does not involve access to national security~~  
classified information the Government will not use the resultant suitability or risk assessment processing as a basis to issue a security clearance to any employee associated with the contract.

#### H.10 INCORPORATION OF PROPOSAL

The Contractor's proposal referred to hereinabove is incorporated herein by reference. In the event of conflict between the provisions of all proposals and the Specifications and Statement of Work, the latter shall govern. The content of the proposals were an important factor in the selection of the Contractor for award of this contract. It is agreed, therefore, that in the performance of this contract the Contractor shall not change or otherwise deviate from the content of the proposals without prior written approval of the Contracting Officer. In the event it shall be necessary for the Contractor to change the performance, design, configuration or other items specified in the proposals in order to comply with the requirements of the Specifications and Statement of Work, the contract shall be amended at the discretion of the Government to reflect the change at no increase in the fixed price and incentive fee or extension of the delivery schedule.



**H.11 INCENTIVE EVALUATION PLAN****1. INTRODUCTION**

- A. **PURPOSE.** This Incentive Evaluation Plan serves as the basis for the evaluation of the contractor's performance under the Consolidated Acquisition for Trademark Support Services contract. The Incentive Fee negotiated at time of award of this contract is intended to motivate and incentivize the contractor to provide work products that exceed the terms and conditions (quality and schedule performance measures) as set forth in the contract and the Quality Control Plan.
- B. **DETERMINATION.** Allocation of the incentive fee is a unilateral decision of the Government.

**2. ORGANIZATION AND RESPONSIBILITIES**

- A. **FEE DETERMINATION OFFICIAL (FDO).** The FDO will be the Deputy ~~Assistant Commissioner for Trademarks or a duly authorized representative~~ from the Office of Trademarks.
- B. **CONTRACTING OFFICER (CO).** The CO shall determine the award fee pool available and shall serve as an advisor to the FDO. The CO shall approve the award fee letter and then sign and provide the letter to the contractor.
- C. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR).** The COTR is the Government official designated to recess and assess performance under the contract. The COTR is responsible for communication on a regular basis with the contractor including discussions concerning performance. The COTR will also make recommendations of the award fee amount to the CO based on the assessment of and discussion concerning contractor performance.

**3. AWARD FEE CYCLE**

Performance under this contract will be evaluated on a semi-annual basis (every 6 months). All performance underway at that time will be evaluated. Each evaluation will be scheduled so that the final determination of the fee earned will be accomplished within 45 calendar days after the end of an evaluation period.

**4. AWARD FEE POOL**

The award fee pool negotiated and incorporated for the purpose of this contract is 6 % of the total amount obligated for the current period of performance for CLIN 01XX, CLIN 11XX, CLIN 21XX, CLIN 31XX or CLIN 41XX.

**5. DETERMINATION OF ACTUAL AWARD FEE**

The Contractor agrees that the incentive clause factors which will be used in making the award fee determination will be contained in the Quality Control Plan (QCP) which will be incorporated by modification into the contract. The Contractor further agrees to submit the QCP within 30 days after the contract start date of October 1, 1997. In any event, the Contractor specifically agrees that it will not be eligible for the award/incentive fee until the QCP is accepted by the Government and incorporated into the contract by modification.

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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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR	JUL 1995
	SALES TO THE GOVERNMENT	
<del>52.203-7</del>	<del>ANTI-KICKBACK PROCEDURES</del>	<del>JUL 1995</del>
52.203-10	PRICE OR FEE ADJUSTMENT FOR	JAN 1997
	ILLEGAL OR IMPROPER ACTIVITY	
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE	JUN 1997
	CERTAIN FEDERAL TRANSACTIONS	
52-204-4	PRINTING/COPYING DOUBLE-SIDED ON	JUN 1996
	RECYCLED PAPER	
52-207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	NOV 1991
52.209-6	PROTECTING THE GOVERNMENT'S	JUL 1995
	INTEREST WHEN SUBCONTRACTING WITH	
	CONTRACTORS DEBARRED, SUSPENDED,	
	OR PROPOSED FOR DEBARMENT	
52.215-2	AUDIT - NEGOTIATION	AUG 1996
52.215-22	PRICE REDUCTION FOR DEFECTIVE	OCT 1995
	COST OR PRICING DATA	
52.215-23	PRICE REDUCTION FOR DEFECTIVE	OCT 1995
	COST OR PRICING DATA--MODIFICATIONS	
52.215-24	SUBCONTRACTOR COST OR PRICING	OCT 1995
	DATA	
52.215-25	SUBCONTRACTOR COST OR PRICING	OCT 1995
	DATA--MODIFICATIONS	
52.215-27	TERMINATION OF DEFINED BENEFIT	MAR 1996
	PENSION PLANS	
52.215-33	ORDER OF PRECEDENCE	JAN 1986

52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	MAR 1996
52.215-40	NOTIFICATION OF OWNERSHIP CHANGES	FEB 1995
52.215-42	REQUIREMENTS FOR COST AND PRICING DATA OR INFORMATION OTHER THAN COST AND PRICING DATA -- MODIFICATION	JAN 1997
52.217-8	OPTION TO EXTEND SERVICES	AUG 1989
52.217-19	OPTION TO EXTEND TERM OF CONTRACT	MAR 1989
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	JUL 1997
52.219-11	SPECIAL 8(A) CONTRACT CONDITIONS	FEB 1990
52.219-12	SPECIAL 8(A) SUBCONTRACT CONDITIONS	FEB 1990
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
<del>52.222-1</del>	<del>NOTICE TO THE GOVERNMENT</del> OF LABOR DISPUTES	<del>FEB 1997</del>
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-3	CONVICT LABOR	AUG 1996
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	JUL 1995
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	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	MAY 1989
52.223-2	CLEAN AIR AND WATER	APR 1984

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAR 1997
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.223-10	WASTE REDUCTION PROGRAM	MAY 1995
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 1996
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-4	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.230-3	DISCLOSURE AND CONSISTENCY IN COST ACCOUNTING PRACTICES	APR 1996
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
<del>52.232-11</del>	<del>EXTRAS</del>	<del>APR 1984</del>
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-32	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES Alternate I	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE Alternate I (APR 1984)	AUG 1987
52.244-1	SUBCONTRACTS (FIXED-PRICE CONTRACTS)	FEB 1995
52.245-4	GOVERNMENT FURNISHED PROPERTY	APR 1984
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
52.223-2	CLEAN AIR AND WATER	APR 1984

I.2 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 DEPT. OF COMMERCE, 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.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the DEPT. OF COMMERCE, 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.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Attachment A - - Department of Labor Wage Determination

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

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

Alan  Division of  
Director Wage Determinations

Wage Determination No.: 94-2103  
Revision No.: 9  
Date of Last Revision: 11/15/1996

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	\$ 8.79
01012 Accounting Clerk II	\$ 10.28
01013 Accounting Clerk III	\$ 12.15
01014 Accounting Clerk IV	\$ 14.16
01030 Court Reporter	\$ 13.22
01050 Dispatcher, Motor Vehicle	\$ 13.85
01060 Document Preparation Clerk	\$ 10.25
01090 Duplicating Machine Operator	\$ 10.25
01110 Film/Tape Librarian	\$ 12.88
01115 General Clerk I	\$ 7.82
01116 General Clerk II	\$ 9.17
01117 General Clerk III	\$ 10.25
01118 General Clerk IV	\$ 14.31
01120 Housing Referral Assistant	\$ 14.82
01131 Key Entry Operator I	\$ 10.05
01132 Key Entry Operator II	\$ 11.23
01191 Order Clerk I	\$ 11.26
01192 Order Clerk II	\$ 12.44
01220 Order Filler	\$ 12.76
01261 Personnel Assistant (Employment) I	\$ 10.33
01262 Personnel Assistant (Employment) II	\$ 11.28
01263 Personnel Assistant (Employment) III	\$ 13.00
01264 Personnel Assistant (Employment) IV	\$ 15.50
01270 Production Control Clerk	\$ 14.82
01290 Rental Clerk	\$ 12.08
01300 Scheduler, Maintenance	\$ 12.08
01311 Secretary I	\$ 12.08
01312 Secretary II	\$ 13.22
01313 Secretary III	\$ 14.82
01314 Secretary IV	\$ 16.86
01315 Secretary V	\$ 18.96
01320 Service Order Dispatcher	\$ 12.08
01341 Stenographer I	\$ 13.26
01342 Stenographer II	\$ 14.87

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WAGE DETERMINATION NO.:94-2103 (Rev. 9) ISSUE DATE:11/15/1996 Page 2 of 9

01400 Supply Technician	\$ 16.86
01420 Survey Worker(Interviewer)	\$ 13.22
01460 Switchboard Operator- Receptionist	\$ 10.28
01510 Test Examiner	\$ 13.22
01520 Test Proctor	\$ 13.22
01531 Travel Clerk I	\$ 7.98
01532 Travel Clerk II	\$ 8.60
01533 Travel Clerk III	\$ 9.26
01611 Word Processor I	\$ 10.48
01612 Word Processor II	\$ 12.05
01613 Word Processor III	\$ 14.95

## AUTOMATIC DATA PROCESSING:

03010 Computer Data Librarian	\$ 9.97
03041 Computer Operator I	\$ 10.23
03042 Computer Operator II	\$ 12.06
03043 Computer Operator III	\$ 14.62
03044 Computer Operator IV	\$ 16.53
03045 Computer Operator V	\$ 17.79
03071 Computer Programmer I 1/	\$ 14.46
03072 Computer Programmer II 1/	\$ 16.97
03073 Computer Programmer III 1/	\$ 19.87
03074 Computer Programmer IV 1/	\$ 23.04
03101 Computer Systems Analyst I 1/	\$ 17.93
03102 Computer Systems Analyst II 1/	\$ 23.32
03103 Computer Systems Analyst III 1/	\$ 27.12
03160 Peripheral Equipment Operator	\$ 9.97

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## AUTOMOTIVE SERVICE:

05005 Automobile Body Repairer, Fiberglass	\$ 18.39
05010 Automotive Glass Installer	\$ 16.45
05040 Automotive Worker	\$ 16.45
05070 Electrician, Automotive	\$ 17.44
05100 Mobile Equipment Servicer	\$ 14.43
05130 Motor Equipment Metal Mechanic	\$ 18.39
05160 Motor Equipment Metal Worker	\$ 16.45
05190 Motor Vehicle Mechanic	\$ 18.46
05220 Motor Vehicle Mechanic Helper	\$ 13.38
05250 Motor Vehicle Upholstery Worker	\$ 15.47
05280 Motor Vehicle Wrecker	\$ 16.45
05310 Painter, Automotive	\$ 17.44
05340 Radiator Repair Specialist	\$ 16.45
05370 Tire Repairer	\$ 14.43
05400 Transmission Repair Specialist	\$ 18.39

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## FOOD PREPARATION AND SERVICE:

07010 Baker	\$ 11.47
07041 Cook I	\$ 10.06
07042 Cook II	\$ 11.47
07070 Dishwasher	\$ 7.23
07100 Food Service Worker (Cafeteria Worker)	\$ 7.23
07130 Meat Cutter	\$ 11.47
07250 Waiter/Waitress	\$ 7.89

## FURNITURE MAINTENANCE AND REPAIR:

09010 Electrostatic Spray Painter	\$ 17.44
09040 Furniture Handler	\$ 12.13
09070 Furniture Refinisher	\$ 17.44
09100 Furniture Refinisher Helper	\$ 13.38
09110 Furniture Repairer, Minor	\$ 15.47
09130 Upholsterer	\$ 17.44

## GENERAL SERVICES AND SUPPORT:

11030 Cleaner, Vehicles	\$ 7.23
11060 Elevator Operator	\$ 7.23
11090 Gardener	\$ 10.06
11121 Housekeeping Aide I	\$ 6.44
11122 Housekeeping Aide II	\$ 7.26
11150 Janitor	\$ 7.23
11180 Laborer	\$ 9.71
11210 Laborer, Grounds Maintenance	\$ 7.89
11240 Maid or Houseman	\$ 6.39
11270 Pest Controller	\$ 10.79
11300 Refuse Collector	\$ 7.23
11330 Tractor Operator	\$ 9.33
11360 Window Cleaner	\$ 7.86

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## HEALTH:

12010 Ambulance Driver	\$ 10.42
12040 Emergency Medical Technician	\$ 10.42
12071 Licensed Practical Nurse I	\$ 12.69
12072 Licensed Practical Nurse II	\$ 14.25
12073 Licensed Practical Nurse III	\$ 15.95
12100 Medical Assistant	\$ 8.69
12130 Medical Laboratory Technician	\$ 8.69
12160 Medical Record Clerk	\$ 8.69
12190 Medical Record Technician	\$ 12.05
12221 Nursing Assistant I	\$ 7.28
12222 Nursing Assistant II	\$ 8.18
12223 Nursing Assistant III	\$ 10.48
12224 Nursing Assistant IV	\$ 11.77
12250 Pharmacy Technician	\$ 10.84
12280 Phlebotomist	\$ 8.69
12311 Registered Nurse I	\$ 15.88
12312 Registered Nurse II	\$ 17.80
12313 Registered Nurse II, Specialist	\$ 19.65
12314 Registered Nurse III	\$ 21.55
12315 Registered Nurse III, Anesthetist	\$ 21.55
12316 Registered Nurse IV	\$ 25.83

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## INFORMATION AND ARTS:

13002 Audiovisual Librarian	\$ 16.86
13011 Exhibits Specialist I	\$ 15.11
13012 Exhibits Specialist II	\$ 18.90
13013 Exhibits Specialist III	\$ 23.27
13041 Illustrator I	\$ 15.11
13042 Illustrator II	\$ 18.90
13043 Illustrator III	\$ 23.27
13047 Librarian	\$ 18.96

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13050 Library Technician	\$ 13.22
13071 Photographer I	\$ 13.46
13072 Photographer II	\$ 15.11
13073 Photographer III	\$ 18.90
13074 Photographer IV	\$ 23.27
13075 Photographer V	\$ 25.60

**LAUNDRY, DRY CLEANING, PRESSING:**

15010 Assembler	\$ 6.01
15030 Counter Attendant	\$ 6.01
15040 Dry Cleaner	\$ 7.77
15070 Finisher, Flatwork, Machine	\$ 6.01
15090 Presser, Hand	\$ 6.01
15100 Presser, Machine, Dry Cleaning	\$ 6.01
15130 Presser, Machine, Shirts	\$ 6.01
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 6.01
15190 Sewing Machine Operator	\$ 8.39
15220 Tailor	\$ 8.99
15250 Washer, Machine	6.60

COPY FOR YOUR  
INFORMATION**MACHINE TOOL OPERATION AND REPAIR:**

19010 Machine-tool Operator (Toolroom)	\$ 17.44
19040 Tool and Die Maker	\$ 21.24

**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
21080 Production Line Worker (Food Processing)	\$ 11.25
21100 Shipping/Receiving Clerk	\$ 11.78
21130 Shipping Packer	\$ 10.99
21140 Store Worker I	\$ 8.61
21150 Stock Clerk ( Shelf Stocker; Store Worker II )	\$ 10.50
21210 Tools and Parts Attendant	\$ 12.73
21400 Warehouse Specialist	\$ 11.25

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INFORMATION**MECHANICS AND MAINTENANCE AND REPAIR:**

23010 Aircraft Mechanic	\$ 18.39
23040 Aircraft Mechanic Helper	\$ 13.38
23060 Aircraft Servicer	\$ 15.47
23070 Aircraft Worker	\$ 16.45
23100 Appliance Mechanic	\$ 17.44
23120 Bicycle Repairer	\$ 14.43
23125 Cable Splicer	\$ 18.39
23130 Carpenter, Maintenance	\$ 17.44
23140 Carpet Layer	\$ 16.85
23160 Electrician, Maintenance	\$ 17.93
23181 Electronics Technician, Maintenance I	\$ 15.51
23182 Electronics Technician, Maintenance II	\$ 19.80

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23183 Electronics Technician, Maintenance III	\$ 21.56
23260 Fabric Worker	\$ 15.23
23290 Fire Alarm System Mechanic	\$ 18.39
23310 Fire Extinguisher Repairer	\$ 14.43
23340 Fuel Distribution System Mechanic	\$ 18.39
23370 General Maintenance Worker	\$ 15.90
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 18.39
23430 Heavy Equipment Mechanic	\$ 18.39
23460 Instrument Mechanic	\$ 18.39
23500 Locksmith	\$ 17.44
23530 Machinery Maintenance Mechanic	\$ 19.82
23550 Machinist, Maintenance	\$ 20.79
23580 Maintenance Trades Helper	\$ 13.38
23640 Millwright	\$ 18.39
23700 Office Appliance Repairer	\$ 17.44
23740 Painter, Aircraft	\$ 17.44
23760 Painter, Maintenance	\$ 17.44
23790 Pipefitter, Maintenance	\$ 17.77
23800 Plumber, Maintenance	\$ 17.44
23820 Pneudraulic Systems Mechanic	\$ 18.39
23850 Rigger	\$ 18.39
23870 Scale Mechanic	\$ 16.45
23890 Sheet-metal Worker, Maintenance	\$ 18.39
23910 Small Engine Mechanic	\$ 19.37
23930 Telecommunications Mechanic I	\$ 18.39
23940 Telecommunications Mechanic II	\$ 19.37
23950 Telephone Lineman	\$ 18.39
23960 Welder, Combination, Maintenance	\$ 18.39
23965 Well Driller	\$ 18.39
23970 Woodcraft Worker	\$ 18.39
23980 Woodworker	\$ 14.80

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## PERSONAL NEEDS:

24570 Child Care Attendant	\$ 8.69
24600 Chore Aide	\$ 6.39
24630 Homemaker	\$ 12.05

## PLANT AND SYSTEM OPERATION:

25010 Boiler Tender	\$ 18.39
25040 Sewage Plant Operator	\$ 17.44
25070 Stationary Engineer	\$ 18.39
25190 Ventilation Equipment Tender	\$ 13.38
25210 Water Treatment Plant Operator	\$ 17.44

## PROTECTIVE SERVICE:

27004 Alarm Monitor	\$ 11.20
27010 Court Security Officer	\$ 15.76
27040 Detention Officer	\$ 15.76
27070 Firefighter	\$ 14.65
27101 Guard I	\$ 8.50
27102 Guard II	\$ 11.20
27130 Police Officer	\$ 17.54

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**TECHNICAL:**

29020 Archeological Technician	\$ 18.90
29030 Cartographic Technician	\$ 18.90
29035 Computer Based Training Specialist/Instructor	\$ 17.93
29040 Civil Engineering Technician	\$ 18.90
29061 Drafter I	\$ 10.75
29062 Drafter II	\$ 13.46
29063 Drafter III	\$ 15.11
29064 Drafter IV	\$ 18.90
29070 Embalmer	\$ 18.40
29081 Engineering Technician I	\$ 11.55
29082 Engineering Technician II	\$ 13.40
29083 Engineering Technician III	\$ 16.10
29084 Engineering Technician IV	\$ 18.48
29085 Engineering Technician V	\$ 22.60
29086 Engineering Technician VI	\$ 27.35
29090 Environmental Technician	\$ 18.27
29100 Flight Simulator/Instructor (Pilot)	\$ 23.32
29150 Graphic Artist	\$ 18.62
29210 Laboratory Technician	\$ 18.48
<del>29240 Mathematical Technician</del>	<del>\$ 18.40</del>
29330 Mortician	\$ 18.40
29361 Paralegal/Legal Assistant I	\$ 13.22
29362 Paralegal/Legal Assistant II	\$ 16.86
29363 Paralegal/Legal Assistant III	\$ 20.62
29364 Paralegal/Legal Assistant IV	\$ 24.95
29390 Photooptics Technician	\$ 18.48
29480 Technical Writer	\$ 16.72
29620 Weather Observer, Senior 2/	\$ 17.02
29621 Weather Observer, Combined 2/ Upper Air and Surface Programs	\$ 14.62
29622 Weather Observer, Upper Air 2/	\$ 14.62

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**TRANSPORTATION/MOBILE EQUIPMENT OPERATION:**

31030 Bus Driver	\$ 13.24
31100 Driver Messenger	\$ 9.67
31200 Heavy Equipment Operator	\$ 18.66
31260 Parking and Lot Attendant	\$ 7.50
31290 Shuttle Bus Driver	\$ 10.42
31300 Taxi Driver	\$ 9.67
31361 Truckdriver, Light Truck	\$ 10.42
31362 Truckdriver, Medium Truck	\$ 13.24
31363 Truckdriver, Heavy Truck	\$ 15.54
36264 Truckdriver, Tractor-Trailer	\$ 16.93

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**MISCELLANEOUS:**

99005 Aircraft Quality Control Inspector	\$ 19.37
99020 Animal Caretaker	\$ 8.61
99030 Cashier	\$ 6.51
99040 Child Care Center Clerk	\$ 10.54
99050 Desk Clerk	\$ 9.45
99260 Instructor	\$ 18.40
99300 Lifeguard	\$ 6.89
99350 Park Attendant (Aide)	\$ 8.48

99400 Photofinishing Worker ( Photo Lab / Dark Room Technician )	\$ 7.58
99500 Recreation Specialist	\$ 15.40
99510 Recycling Worker	\$ 9.33
99610 Sales Clerk	\$ 6.75
99630 Sports Official	\$ 6.75
99658 Survey Party Chief	\$ 10.93
99659 Surveying Technician	\$ 9.42
99660 Surveying Aide	\$ 6.16
99690 Swimming Pool Operator	\$ 11.47
99720 Vending Machine Attendant	\$ 9.33
99730 Vending Machine Repairer	\$ 11.47
99740 Vending Machine Repairer Helper	\$ 9.33

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

HEALTH & WELFARE: \$0.90 per hour or \$36.00 per month 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)

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)

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

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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**

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**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 the Second Supplement, dated August 1995, 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))

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**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

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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. **COPY FOR HRD INFORMATION**
- 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.



FAR 52.252-2 CLAUSE INCORPORATED BY REFERENCE (JUNE 1988)  
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The following additional clauses are hereby incorporated into the contract. Where the identically numbered clause appears elsewhere in the contract, the version listed below along with the applicable completions takes precedence.

FAR REF  
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CLAUSE TITLE  
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52.219-17

Section 8(a) Award (Dec 1996)

Name of contracting activity:

~~US PATENT~~