

OLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

188P0400137/0001

PAGE 1 OF 41

2. CONTRACT NO.

DOC50PAPT0401003

3. AWARD/EFFECTIVE

DATE 04/10/2004

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE
DATE

7. FOR
SOLICITATION

a. NAME

b. TELEPHONE NUMBER (No collect
calls)

8. OFFER DUE DATE/
LOCAL TIME

INFORMATION CALL:

9. ISSUED BY

CODE 000PA

Office of Procurement -

U.S. Patent and Trademark Office
2011 Crystal Drive, Suite 810

Arlington, VA 22202

TEL: () - ext.

FAX: () - ext.

10. THIS ACQUISITION IS

☐ UNRESTRICTED

☒ SET ASIDE: 100.00% FOR

☒ SMALL BUSINESS

☐ HUBZONE SMALL
BUSINESS

☐ 8(A)

NAICS: 493110

SIZE

STANDARD: Over 17,000,000

11. DELIVERY FOR
FOB DESTINATION
UNLESS BLOCK IS
MARKED

☐ SEE SCHEDULE

13a. THIS CONTRACT IS A RATED
ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ

☐ IFB

☐ RFP

12. DISCOUNT TERMS

10 days %

20 days %

30 days %

days %

15. DELIVER TO

CODE

Office of Administrative Services -

U.S. Patent and Trademark Office, 2021 South Clark Place, Crystal Plaza, Suite
1D01

Arlington, VA 22202

Attn: Donna Wyatt

16. ADMINISTERED BY

Office of Procurement -

U.S. Patent and Trademark Office, 2011 Crystal Drive, Suite 810

Arlington, VA 22202

CODE 000PA

17a. CONTRACTOR/
OFFEROR

CODE P

FACILITY
CODE

NATEK Incorporated

21355 Ridgeway Circle, Suite 200

Dulles, VA 20166

TELEPHONE NO. (703) 674-0190 ext.

18a. PAYMENT WILL BE MADE BY

CODE 34

U.S. Patent and Trademark Office -

Office of Finance, Mail Stop 17, P. O. Box 1450

Alexandria, VA 22313-1450

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN

☐ OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK
BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA

See Line Item Detail

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

\$ 1,045,164.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

☐ ARE ☐ ARE NOT ATTACHED

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA

☒ ARE ☐ ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES

☒ TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS
SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS
SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. NATEK Incorporated's OFFER

☒ DATED 01/20/2004 YOUR OFFER ON SOLICITATION (BLOCK 5),
INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH
HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

Patrick Truex, COO

4-6-04

Page Etzel

04/06/2004

AUTHORIZED FOR LOCAL REPRODUCTION

PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 4/2002)

Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)	
				42c. DATE REC'D (YY/MM/DD)	
				42d. TOTAL CONTAINERS	

Line Item Summary	Document Number DOC50PAPT0401003	Title File Repository Contract	Page 3 of 41
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Total Funding: \$1,045,164.00

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

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001			0.00		\$0.00	\$ 0.00
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Total Cost: \$0.00

Program Office Point of Contact: Donna Wyatt, Contracting Officer's Technical Representative, at (703) 308-2733.

Office of Procurement Point of Contact: John R. Baumert, Contracting Officer, at (703) 305-8371.

Contract Level Funding Summary	Document Number DOC50PAPT0401003	Title File Repository Contract	Page 4 of 41
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2004 - - A - 188260 - - 2528 - - OAS003 - 188260 - - - - NONCOMP - - - -

\$973,767.00

Reference Requisition: 188P0400137/0001

2004 - - A - 073400 - - 2528 - - OAS003 - 073400 - - - - NONCOMP - - - -

\$71,397.00

Reference Requisition: 188P0400137/0001

Total Funding: \$1,045,164.00

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

B.1 TYPE OF CONTRACT

This is a firm fixed price contract based on upon unit prices for each CLIN as described. The Contractor shall perform the work in accordance with this contract issued by the U.S. Patent and Trademark Office (USPTO).

The Contract Line Item Numbers (CLINs) 0001-0005 (Base Period plus all Option Years) are Fixed Price CLINs. Contract Line Item Number 0006 (Base Period plus all Option Years) is a Labor Hour CLIN and is for use with special unanticipated projects not covered by CLIN 0001. The Contracting Officer will issue task orders for use of the Special Project CLINs.

B.2 TASK ORDERS

- (a) The Contractor shall perform work under this contract as specified in written task order 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 1, etc.) to 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 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 Contracting Officer. 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 Contractor shall start work only when the Contracting Officer finally 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 condition of the contract. If additional time and material hours in excess of the estimated time and material 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 order. The Contractor is not authorized to exceed the estimate of required time and material hours of the approved work plan.
- (e) Task Orders shall not change any terms or condition 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.

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SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF PRICES

Base Period: April 10, 2004 through September 30, 2004

File Maintenance Services:

CLIN	Description	Unit	QTY	Total Price for Base Period
0001	File Repository Maintenance Support Services	Month	5.68	\$ 1,045,163.92

File Maintenance Special Projects:

CLIN	Description	Unit	EST QTY	Price
0002	Filing of Miscellaneous Papers	Per Document	6,400	\$ 0.61
0003	Retirement of Files	Per File	5,000	\$ 0.17
0004	Filing of IDS* and References	Per Box	3,200	\$ 0.18
0005	Re-boxing of Files	Per Box	960	\$ 0.70

Time (Labor Categories): CLIN 0006

CLIN	Description	Unit	Straight-Time Price	Overtime Price
----	Project Manager	Per Hr	\$ 79.10	\$ 79.10
----	Deputy Project Manager	Per Hr	\$ 46.74	\$ 46.74
----	Quality Control/Quality Assurance Manager	Per Hr	\$ 35.03	\$ 52.55
----	Supervisor	Per Hr	\$ 35.03	\$ 52.55
----	File Information Unit Support	Per Hr	\$ 35.03	\$ 52.55
----	General Clerk IV	Per Hr	\$ 35.03	\$ 52.55
----	General Clerk III	Per Hr	\$ 28.64	\$ 42.96
----	General Clerk II	Per Hr	\$ 25.65	\$ 38.47
----	General Clerk I	Per Hr	\$ 21.84	\$ 32.75
----	Driver	Per Hr	\$ 29.39	\$ 44.08
----	Messenger	Per Hr	\$ 29.39	\$ 44.08
----	Forklift Operator	Per Hr	\$ 27.26	\$ 40.88
----	Data Entry	Per Hr	\$ 22.56	\$ 33.85

NOTE: The estimates of quantities is not a representation by the Government that the Estimated quantities will be required or ordered.

* IDS – An Information Disclosure Statement is a submission by the applicant that list U.S. and foreign patents, patent application publications, and other relevant literature which the applicant would like the USPTO to consider in the examination of the applicant's application.

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SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS

B.2 SCHEDULE OF PRICES

Option Year 1: October 1, 2004 through September 30, 2005

File Maintenance Services:

CLIN	Description	Unit	QTY	Total Price for Year
1001	File Repository Maintenance Support Services	Month	12	\$ 2,135,047.48

File Maintenance Special Projects:

CLIN	Description	Unit	EST QTY	Price
1002	Filing of Miscellaneous Papers	Per Document	10,000	\$ 0.67
1003	Retirement of Files	Per File	7,800	\$ 0.25
1004	Filing of IDS and References	Per Box	5,000	\$ 0.23
1005	Re-boxing of Files	Per Box	1,500	\$ 1.02

Time (Labor Categories): CLIN 1006

CLIN	Description	Unit	Straight-Time Price	Overtime Price
----	Project Manager	Per Hr	\$ 81.47	\$ 81.47
----	Deputy Project Manager	Per Hr	\$ 48.14	\$ 48.14
----	Quality Control/Quality Assurance Manager	Per Hr	\$ 35.03	\$ 52.55
----	Supervisor	Per Hr	\$ 35.03	\$ 52.55
----	File Information Unit Support	Per Hr	\$ 35.03	\$ 52.55
----	General Clerk IV	Per Hr	\$ 35.03	\$ 52.55
----	General Clerk III	Per Hr	\$ 28.64	\$ 42.96
----	General Clerk II	Per Hr	\$ 25.65	\$ 38.47
----	General Clerk I	Per Hr	\$ 21.84	\$ 32.75
----	Driver	Per Hr	\$ 29.39	\$ 44.08
----	Messenger	Per Hr	\$ 29.39	\$ 44.08
----	Forklift Operator	Per Hr	\$ 27.26	\$ 40.88
----	Data Entry	Per Hr	\$ 22.56	\$ 33.85

NOTE: The estimates of quantities is not a representation by the Government that the Estimated quantities will be required or ordered.

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SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS

B.3 SCHEDULE OF PRICES

Option Year 2: October 1, 2005 through September 30, 2006

File Maintenance Services:

CLIN	Description	Unit	QTY	Total Price for Year
2001	File Repository Maintenance Support Services	Month	12	\$ 2,095,299.64

File Maintenance Special Projects:

CLIN	Description	Unit	EST QTY	Price
2002	Filing of Miscellaneous Papers	Per Document	10,000	\$ 0.67
2003	Retirement of Files	Per File	7,800	\$ 0.25
2004	Filing of IDS and References	Per Box	5,000	\$ 0.23
2005	Re-boxing of Files	Per Box	1,500	\$ 1.02

Time (Labor Categories): CLIN 2006

CLIN	Description	Unit	Straight-Time Price	Overtime Price
----	Project Manager	Per Hr	\$ 83.91	\$ 83.91
----	Deputy Project Manager	Per Hr	\$ 49.58	\$ 49.58
----	Quality Control/Quality Assurance Manager	Per Hr	\$ 35.03	\$ 52.55
----	Supervisor	Per Hr	\$ 35.03	\$ 52.55
----	File Information Unit Support	Per Hr	\$ 35.03	\$ 52.55
----	General Clerk IV	Per Hr	\$ 35.03	\$ 52.55
----	General Clerk III	Per Hr	\$ 28.64	\$ 42.96
----	General Clerk II	Per Hr	\$ 25.65	\$ 38.47
----	General Clerk I	Per Hr	\$ 21.84	\$ 32.75
----	Driver	Per Hr	\$ 29.39	\$ 44.08
----	Messenger	Per Hr	\$ 29.39	\$ 44.08
----	Forklift Operator	Per Hr	\$ 27.26	\$ 40.88
----	Data Entry	Per Hr	\$ 22.56	\$ 33.85

NOTE: The estimates of quantities is not a representation by the Government that the Estimated quantities will be required or ordered.

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SECTION B -- SUPPLIES OR SERVICES AND PRICES/COSTS

B.4 SCHEDULE OF PRICES

Option Year 3: October 1, 2006 through September 30, 2007

File Maintenance Services:

CLIN	Description	Unit	QTY	Total Price for Year
3001	File Repository Maintenance Support Services	Month	12	\$ 2,065,104.53

File Maintenance Special Projects:

CLIN	Description	Unit	EST QTY	Price
3002	Filing of Miscellaneous Papers	Per Document	10,000	\$ 0.67
3003	Retirement of Files	Per File	7,800	\$ 0.25
3004	Filing of IDS and References	Per Box	5,000	\$ 0.23
3005	Re-boxing of Files	Per Box	1,500	\$ 1.02

Time (Labor Categories): CLIN 3006

CLIN	Description	Unit	Straight-Time Price	Overtime Price
----	Project Manager	Per Hr	\$ 86.43	\$ 86.43
----	Deputy Project Manager	Per Hr	\$ 51.07	\$ 51.07
----	Quality Control/Quality Assurance Manager	Per Hr	\$ 35.03	\$ 52.55
----	Supervisor	Per Hr	\$ 35.03	\$ 52.55
----	File Information Unit Support	Per Hr	\$ 35.03	\$ 52.55
----	General Clerk IV	Per Hr	\$ 35.03	\$ 52.55
----	General Clerk III	Per Hr	\$ 28.64	\$ 42.96
----	General Clerk II	Per Hr	\$ 25.65	\$ 38.47
----	General Clerk I	Per Hr	\$ 21.84	\$ 32.75
----	Driver	Per Hr	\$ 29.39	\$ 44.08
----	Messenger	Per Hr	\$ 29.39	\$ 44.08
----	Forklift Operator	Per Hr	\$ 27.26	\$ 40.88
----	Data Entry	Per Hr	\$ 22.56	\$ 33.85

NOTE: The estimates of quantities is not a representation by the Government that the Estimated quantities will be required or ordered.

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.0. STATEMENT OF WORK/SPECIFICATIONS

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

C.1.0 GENERAL

The objective of this acquisition is to provide the U.S. Patent and Trademark Office (USPTO) with Contractor support for the File Repository Maintenance Support Services (FRMSS). These services are defined into two categories: File Maintenance Services and File Maintenance Special Projects.

File Maintenance Services include:

- Management and quality control of the repository
- Receipt and processing of new files
- Scan new files delivered to the File Information Unit (FIU) into the File Tracking System (FTS)
- File cases on shelves
- Take daily inventory of all files on shelves in the FIU to ensure all files are in numeric order
- Keep daily written logs of unusually large file wrappers sometimes comprised of multiple boxes in the FIU
- Fulfillment of file requests from the repository (28,500-34,500 files per month) and the Federal Records Center (250-300 files per week)
- File returns to the repository and the Federal Records Center
- Utilization of FTS to temporarily assign files to public users
- Scan files back to warehouse/groups
- Re-file cases that have more than one customer order
- Twice a month, inventory all files in the FIU hold room and copy area
- Filing of miscellaneous papers into files at the repository
- Destruction of Trademark abandon files once a year by depositing them in a recycling bin
- Retirement of files (up to 600 boxes per week)
- Support in the File Information Unit
- Quality control and quality assurance for each file maintenance service
- Image File Wrapper (IFW) boxes are filed and refiled in the repository
- The USPTO has made a commitment to select a Contractor who will provide the USPTO, and its customers, with timely and efficient file retrieval and delivery services. The goal for file retrieval and delivery to the appropriate customer (members of the public and USPTO employees) is currently six to eight working hours after receipt of the request. The Contractor shall provide at a vehicle(s) to meet the USPTO's requirement.

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File Maintenance Special Projects include, but are not limited to:

- Processing of large volumes of base services
- Reboxing of files
- Complete inventory of files at the repository

The USPTO maintains one file repository that houses a variety of Patent and Trademark files. The repository is located in Springfield, VA. Within the repository, files should be maintained in an organized and orderly fashion to facilitate timely file retrieval and refiling.

Daily pick-ups and deliveries of files are made within approximately 12 buildings located within the Crystal City Campus located in Arlington, Virginia and to the USPTO's new Carlyle Campus located in Alexandria, Virginia. In addition, the Contractor will have the sole responsibility for the transportation of all materials (e.g., boxes, files, etc.) to and from the Federal Records Center located in Suitland, MD.

C.2.0 FRMSS SCOPE OF WORK

The FRMSS scope of work includes all file maintenance services as identified in Section C.

FRMSS includes the overall responsibility for the filing and retrieval of all patent and trademark related files, miscellaneous papers, and specimens (e.g., t-shirts, coffee cups, etc.) as requested by both USPTO campuses. The accuracy and timeliness in fulfilling the services are critical to the acquisition objective. The scope of work is further defined by each service that will be required by the Contractor:

C.2.1 Management and Quality Control of the File Repository

The Contractor shall be responsible for the overall management of the file repository to include, but not limited to the following:

- Safeguard all files, documents, and specimens maintained at the repository and those in their possession during transition to/from either USPTO's campus in Crystal City and Carlyle or the Federal Records Center.
- Maintain files by file type and numeric sequence (i.e., patent number files all patent files together and in sequential order).
- Replace boxes containing files when existing boxes are worn. The Government will provide replacement boxes. All files maintained in boxes should be of the same file type and in sequential order.
- Replace bar code labels when existing labels are no longer readable or have been torn off the file wrappers.

- Forward unusable file wrappers (i.e., those beyond repairs) to the designated USPTO program office for replacement.
- Delivery and pick-up service to USPTO program offices located on the USPTO's campus in Crystal City and Carlyle. The number of program offices ranges anywhere from 100 - 150. However, the Contractor must remain flexible and demonstrate the ability to adjust workloads based on the number of designated program offices. As a minimum requirement, program offices shall have at least two visits per day for the pick-up and delivery of files. In addition, three deliveries are to be made to the Trademark Search Room and one daily delivery to Suitland.
- USPTO's File Information Unit will require pick-up/delivery services five times a day.

The chart below identifies those files currently maintained at the repository:

<i>Patent File Types</i>	<i>Trademark File Types</i>
• Abandonments	• Abandonments
• Defensive Publications	• Cancellations
• Interferences	• Interferences
• Designs	• Oppositions
• Patent Cooperation Treaty (PCT)	• Registrations
• Plant	
• Provisionals	
• Reexams	
• Reissues	
• Utility	
• Image File Wrappers (see C.2.11)	
• Artifacts (see C.2.12)	

The current repository includes a combination of open-faced and boxed shelving configurations for the organization of the files. The chart below identifies the approximate volume of files for each of the shelving types at the current repository:

<i>Patent File Types</i>	<i>Trademark File Types</i>
• Open-Faced Shelving 1,710,150 files	• Open-Faces Shelving 3,310,260 files
• Boxed Shelving 3,068,000 files	• Boxed Shelving 12,000 files

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C.2.1 Receipt and Processing of New Files

The Contractor is responsible for processing all newly issued patent and trademark files at the file repository. Each of these types of files is processed in a similar fashion with only a few exceptions.

Newly issued patent files are those files that have been patented, printed for publication, and are awaiting official release by the USPTO. File processing begins when the USPTO's publishing contractor delivers the files to the repository. The Contractor is responsible for the timely processing of these files to facilitate file retrieval requests at the onset of the official patent grant notification to all customers of the USPTO. Processing includes having the files and their related soft copies (copy of issued patent) delivered directly to the file repository by the USPTO's publishing contract staff. Once at the repository, all files will need to be scanned into PALM to update their location in the repository, inter-filed in their respective files (i.e., soft copies), and placed in their appropriate location in the repository by type and numeric sequence. Issued files begin arriving at the repository the Thursday before Tuesday's issue date, with approximately one third of the files arriving on Thursday, one third on Friday, and the final third on Monday. Files should be completely processed prior to the issue date. New patent issues are presently estimated to be between 3,700 – 3,900 files per week. However, this workload is expected to decrease rather dramatically over the next two years due to the USPTO moving towards Image File Wrapper. The following is an estimate of the declining patent issue size:

January 2004	3,500
June 2004	2,000
January 2005	1,000
June 2005	0

Newly issued trademark files are those files that have been registered by the USPTO. The Contractor is responsible for the timely processing of these files to enable them to respond to requests for these files within 8 work hours after receipt at the file repository. Processing includes either picking up the files from a designated program area at the USPTO's campus in Crystal City or Carlyle and transporting them to the file repository.

Once at the repository, all files will need to be inventoried to update their location in the repository, sorted in numerical sequence (if not already done), and placed in their appropriate location in the repository by type and numeric sequence. New Trademark issues are estimated to be between 2,800 - 3,500 files per week. In addition, on occasion, the USPTO will have workloads that will constitute increases in the estimate quantities provided in Section B.

On rare occasions, new issues will be rejected. Rejected simply refers to the quality of the printing and publication product that is performed by a separate party. If an issue is rejected, the Contractor will receive a request to retrieve the issue and package it for return to the appropriate program office. During this phase, the files will need to be

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inventoried to update their location from the repository to the USPTO program area and packaged for transportation. Files will be picked up from the repository by the designated office for action to correct the quality of the print/publication. At the conclusion, the issue will once again be sent to the Contractor for processing. Processing should be in accordance with a new issue received for the first time.

In addition to the above examples, there will be a variety of other file types that will be sent to the file repository for the first time. These types of files include, but are not limited to, patent and trademark files that are abandoned, provisional files, etc. The Contractor is responsible for the timely processing of these files to enable them to respond to requests for these files within 8 work hours after receipt at the file repository. Processing includes picking up the files from a designated program area at the USPTO's campus in Crystal City or Carlyle and transporting them to the file repository. Once at the repository, all files will need to be inventoried to update their location in the repository, sorted in numerical sequence (if not already done), and placed in their appropriate location in the repository by type and numeric sequence. Other file types are estimated to be between 6,500 patent files and 3,400 trademark files per week. In addition, on occasion, the USPTO will have workloads that will constitute increases in the estimate quantities provided in Section B.

C.2.2 File Requests

The Contractor is responsible for the processing of all file requests. Files received in the previous section will be requested by various USPTO program offices to include the File Information Unit, which submits requests on behalf of the members of the public. Requests are predominantly through the Patent Locating and Monitoring System (PALM) and the Trademark Reporting and Monitoring System (TRAM). In addition, on special occasions requests may also be received through other media, such as facsimile, e-mail, telephone calls, and paper documents.

Requested files are retrieved from their storage location within the repository and inventoried to change the location from the repository to the requester's location. In the event a file cannot be located within the repository, the requester is notified within 8 hours. Requested files, which were retrieved and inventoried are delivered to the USPTO program office that requested the file from either the Crystal City or Carlyle campus. Requested files should be delivered to the requesting office within 6 - 8 working hours of the request. The current volume of requests is approximately 19,000-23,000 patent files per month and 9,500-11,500 trademark files per month. In addition, on occasion, the USPTO will have workloads that will constitute increases in the estimated quantities provided in Section B.

C.2.3 File Requests from the Federal Records Center (FRC)

The Contractor is responsible for the processing of all file requests. In the event that the file requested is not at the repository but has been retired to the FRC, the Contractor is responsible for submitting a request to the FRC for retrieval of the file. The request may

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be submitted in electronic form or, in the event of system downtime, the request may be submitted through other media, such as facsimile, e-mail, telephone calls, and paper documents. All requests for the FRC must be processed by the FRMSS staff within one-hour of receipt. The FRC is responsible for pulling the file and placing it in the USPTO's designated pick-up area. The Contractor is responsible for pick-up of the file from the FRC. Once the Contractor has returned with the file to the FRC, the file must be inventoried to update the location from the repository to the requester's location. The FIU will generate a label, facsimile the label to the repository to be inventoried and updated into the repository's location. In the event that a file cannot be located at the FRC, the requester is notified in a timely fashion. Requested files, which were retrieved and inventoried, are delivered to the requesting USPTO program office from either the Crystal City or Carlyle campuses. Requested files should be picked up and delivered to the requesting office within 4 working hours after becoming available to the USPTO for pick-up from FRC. The current volume of requests for files retired to the FRC is approximately 250-300 per week. In addition, on occasion, the USPTO will have workloads that constitute an increase in the estimated quantities provided in Section B.

C.2.4 File Returns

The Contractor is responsible for the processing of all files returned to the repository. Files that have already been processed at the repository and have since been requested will eventually be returned to be refiled. The Contractor will be responsible for picking up files at designated program areas at the USPTO's campus in Crystal City, or Carlyle. Files to be returned to the repository are placed in these designated areas for pick up by repository staff.

The files are sorted by type, placed in numerical sequence, and filed in their respective location within the repository with the assistance of a hand held scanner. Returned files should be processed at the repository within 4 working hours after picking up the files. The current volume of returned files is approximately 16,000 patent files per month and 9,500 trademark files per month. In addition, on occasion, the USPTO will have workloads that constitute increases in the estimate quantities provided in Section B.

C.2.5 File Returns from the Federal Records Center

The Contractor is responsible for the processing of all files returned to the repository. The Contractor will be responsible for picking up files at designated program areas at the USPTO's campus in Crystal City and Carlyle. Files to be returned to the repository are placed in the designated areas by the USPTO staff. In the event that the file was previously retired to the FRC, the Contractor will maintain the file at the repository for a specified period of time (e.g., 30 days) before returning it to the FRC. This is necessary to better serve our customers in the event that the file is requested again. Immediately upon receipt of the files at the repository, the returned files are inventoried to update their location. The files are sorted by type, placed in numerical sequence, and filed in a special area of the repository. At the conclusion of the specified time period, the files and other miscellaneous documents will be transferred back to the FRC. Transfer includes the

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inventorying (changing the location in PALM) of the files to update their location at the FRC and transporting the files to the FRC.

C.2.6 Miscellaneous Papers

The Contractor is responsible for processing all patent and trademark miscellaneous papers and specimens that are received at the repository. The USPTO will determine which papers and specimens require insertion in the files at the repository. The Contractor shall pick-up miscellaneous papers and specimens from designated USPTO offices and deliver the papers to the file repository. Upon receipt in the repository, the Contractor shall two-hole punch each paper, retrieve the corresponding file, insert the paper in the file, and return the file to its appropriate location of the proper shelf. All miscellaneous papers and specimens shall be placed inside the corresponding file and returned to the proper shelf location within 8 working hours after they are picked up from the USPTO designated office. It is anticipated that approximately 200 trademark-related papers and specimens and 10,000 patent-related papers will need to be placed in the files each month. In addition, on occasion, the USPTO will have workloads that will constitute an increase in the estimated quantities provided in Section B.

C.2.7 Destruction of Files

The USPTO will determine which files and/or volume of files are to be destroyed on a periodic basis. The Contractor is responsible for performing the required steps to ensure the authorized files are properly destroyed, which is done by another contract, in accordance with the office policy. Timeliness of destruction will be set forth for each request. On an average, 115,000 trademark abandon files will be destroyed during each year and no patent files.

C.2.8 Retirement of Files

The Contractor will receive a request from the USPTO to prepare files for retirement to the FRC in Suitland, MD. Preparation of files will include inventory of each file to update its location from the repository to the FRC and packaging of the files in boxes. Each box shall contain files of the same type and in sequential order. Boxes shall be clearly labeled on the outside and prepared for transportation. In addition, the Contractor will be responsible for the development of a list that clearly defines each box and its associated contents. This list will be used to prepare the official documentation required for retiring files to the FRC. The Contractor will be responsible for the transportation of these files from the repository to the FRC. The Contractor will be responsible for processing of files and other miscellaneous documents for retirement in a specified timeframe after receipt of the request from the USPTO. It is anticipated that 450 boxes containing patent files will need to be prepared and transported to the FRC on a weekly basis.

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C.2.9 File Information Unit

The Contractor will be responsible for receiving and sorting patent files from the file repository at the File Information Unit. Processing will include inventorying the files at the File Information Unit and sorting them for accessibility by the File Information Unit's staff and public users. Also, the Contractor will be responsible for preparing files to be shipped back to the file repository. Processing for these files will include inventorying the files and preparing them for shipment in mailbags for the files repository. There will be approximately 2,500 patent files received at the File Information Unit and 2,500 shipped to the file repository on a weekly basis.

C.2.10 Quality Control and Quality Assurance

The Contractor is hereby advised that FRMSS quality controls shall be implemented by the Contractor to ensure work is performed with a strong emphasis on customer service and a high level of quality in accomplishing each of the services defined in the previous sections. The Contractor will become a partner with the Government and work with the Government to achieve error-free file maintenance. A comprehensive Quality Control (QC) plan will be required that establishes performance-oriented quality measures to track performance against stated customer services goals and results. There will be quality assurance procedures implemented on files marked "lost." The contractor will perform a physical "double-check" to ensure that the file is not in the repository. Quality assurance procedures will be performed on files in the "92H" or "90H" staging locations in the repository. The contractor will report possible system difficulties/errors resulting in files remaining in the "hold" location to both the COTR and System Coordinator. A follow-up will be performed to ensure resolution was achieved timely (i.e., system is properly updated to reflect current location of file).

The purpose of the QC plan will be to initiate and stimulate action. Emphasis will focus on error prevention and timeliness. The QC plan shall address all functional areas described in the RFP. The Contractor and the Government will work together to choose quality measures and ensure that all customer service standards and needs are met. Overall the QC plan would address the monitoring of the contract cost, scheduling of services, technical performance, and quality.

C.2.11 Image File Wrappers

Image File Wrapper (IFW) is a system where patent applications and all related papers are scanned and tracked electronically. The IFW will replace the paper file wrapper that holds all paper documents related to a patent application, with an electronic equivalent of the paper file wrapper. After scanning, IFW documents are placed in boxes and sent to the file repository for storage.

The Contractor is responsible for timely processing all IFW box requests. Upon receipt of a request for an IFW box, the Contractor shall retrieve the box and deliver it to the requested Crystal City, Carlyle or file repository scanning location. The handling of IFW

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boxes is a relatively new requirement and, as such, the file volumes are in a state of flux. Although the receipt of IFW boxes is expected to drop off considerably once the scanning of the pending application backfiles has been completed in 2005, until that time, the current volume of new IFW boxes being received in the file repository is approximately 2,000 per week. The present volume of requests for IFW box retrieval is approximately 150 per week. Again, both of these numbers are expected to decline over the course of the contract.

C.2.12 Artifacts

Artifacts are non-scanable items included in a patent application (e.g., videotapes, bound documents, CDs, etc.). Artifacts are stored in artifact folders. An artifact "folder" is the physical container (is usually a folder, but on occasion, may be a box) that stores the artifact(s). The Contractor is responsible for processing all artifact requests. The introduction of artifacts is a brand new concept and although there are no known volumes at this time, their number is expected to be very low.

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SECTION D - PACKAGING AND MARKING

D.1 PACKING FOR DOMESTIC SHIPMENT

Even though the Contractor will provide vehicles, 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.

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES FIXED-PRICE	AUG 1996
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:

US Patent and Trademark Office
Repository location (Springfield, Virginia)

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

NUMBER	TITLE	DATE
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F.2 EFFECTIVE PERIOD OF THE CONTRACT

The effective period of the contract is from the effective date of the contract through September 30, 2007. The contract is for a base period and three (3) option periods.

F.3 DELIVERY LOCATION

Shipment of deliverable items, other than reports, shall be to all of the Patent and Trademark Office areas and Federal Record Centers.

F.4 PRINCIPAL PERIOD OF OPERATION (PPO)

The PPO at the file repository shall be from 8:30 a.m. to 5:00 p.m., local time, Monday through Friday, unless otherwise specified. However, the Contractor has the flexibility to work before and after the core hours, as the file repository is operational from 7:00 a.m. to 6:30 p.m.

F.5 CONTRACTOR MEETINGS AND REPORTS

The Contractor shall be required to meet with the COTR and submit reports as further described below.

F.5.1 Contractor Meetings between the Project Manager and COTR

The Contractor's Project Manager shall meet with the COTR, and if necessary, the Contracting Officer, weekly during the first month of the contract. Meetings shall be bi-weekly thereafter and/or at the discretion of the COTR. Information that should be discussed at these meetings includes, but is not limited to, the exchange of information about all facets of the file maintenance services and file maintenance special projects, identification of problems, proposal of streamlining of operations, etc.

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However, a meeting shall be held between the COTR and Project Manager whenever a Contract Discrepancy Report is issued by the COTR. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings shall be signed by the Project Manager and the COTR. Should the Contractor not concur with the minutes, the Contractor shall state in writing to the Contracting Officer any areas wherein the Contractor does not concur.

The Contractor shall be responsible for maintaining correct records and information required to fulfill the Contractor reporting requirements as specified in these specifications.

F.5.2 Monthly Status Report

The Contractor shall be responsible for submitting monthly status reports to the COTR by the 5th of each month which will encompass the previous month. This report should identify, but not limited to, problem areas, new ideas for streamlining the process, requests for equipment/supplies, quality control/assurance, and monthly workload numbers for each of the file maintenance services and file maintenance special projects.

F.5.3 Damage Report

The Contractor shall be responsible for submitting damage reports in all instances where the Government property and equipment are damaged by Contractor personnel. This report should be forwarded to the COTR within 24 hours of each occurrence.

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- (a) Donna Wyatt, is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing. The COTR is located at the U.S. Patent and Trademark Office, Office of Administrative Services, 2021 South Clark Place, Crystal Plaza 3, Suite 1D01, Arlington, VA 22202. Her telephone number is (703) 308-2733.

- (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.2 GOVERNMENT-FURNISHED PROPERTY

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.

Item No.	Description	Quantity	Delivery Date
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(See Government Furnished Property Listing in Section J.)

G.3 Invoices

- (a) Invoices (original and four copies) shall be submitted to **the U.S. Patent and Trademark Office, Office of Finance, Mail Stop 17, P.O. Box 1450, Alexandria, VA 22313-1450.** To constitute a proper invoice, each invoice submitted must include the following information and attached documentation:

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- (1) Name of business concern, invoice number and invoice date.
 - (2) Contract number and task order number (if applicable), or other authorization for delivery of property or services.
 - (3) Description, contract line item number (CLIN), quantity, unit price, and total price of property and services actually delivered or rendered.
 - (4) Shipping and payment terms.
 - (5) Name (where practicable), title, phone number, and complete mailing address of responsible office to whom payment is to be sent.
 - (6) Other substantiating documentation (i.e. a copy of the corresponding task order) or information as required by the contract.
- (b) To assist the Government in making timely payments, the Contractor is requested to furnish additional information as may be requested.
 - (c) Invoices shall be submitted on a monthly basis.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 OPTION TO EXTEND THE TERM OF THE CONTRACT--FIXED-PRICE CONTRACT**

The Government has the option to extend the term of this contract for three (3) additional one-year 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 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:

PERIOD	START DATE	END DATE
Option I	October 1, 2004	September 30, 2005
Option II	October 1, 2005	September 30, 2006
Option III	October 1, 2006	September 30, 2007

H.2 INSURANCE COVERAGE

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

- (a) **Workers Compensation and Employer's Liability.** The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) **General Liability.** The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 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.

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- (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.3 KEY PERSONNEL

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

Project Manager
Assistant Project Manger

- (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.

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

The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, on-site work shall not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or when Federal offices are closed due to inclement weather condition. The COTR will notify the contractor when early release of Federal employees has been authorized.

H.5 PREFERENCE FOR HIRING OF INCUMBENT PERSONNEL "RIGHT OF FIRST REFUSAL"

The Contractors shall give incumbent Contractor's employees displaced, as a result of a conversion to contract, the right of first refusal for employment on the contract in positions for which they are qualified and for which the Contractor is hiring.

H.6. SUITABILITY/RISK ASSESSMENT PROCESSING REQUIREMENTS

This contract requires that the contractor's employees who will work in USPTO shall be required to undergo specific suitability assessment processing.

(1) Suitability or Risk Level

The suitability or risk level for this contract has been determined to be: moderate.

(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 an U.S. Citizen, or if a non-U.S. citizen, have official legal status in the United States and have continuously

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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 Department of 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.

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(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 this contract.

H.7 CONTRACTOR EMPLOYEE IDENTIFICATION

The Contractor's personnel must be readily recognizable as such while in the USPTO and Department of Commerce (DOC) facilities. The Contractor shall provide the COTR with a list of employees authorized to work at the USPTO facilities. The USPTO will provide the Contractor's personnel with USPTO identification badges. Further, the Contractor shall be responsible for acquiring an appropriate number of company badges at his/her own expense. It is mandatory for the Contractor's personnel to wear both the company badge (which clearly indicates the company name, the employee's name, and the employee's picture is optional) and the USPTO identification badge at all times while in USPTO facilities. All USPTO identification badges must be returned to the COTR or designee upon separation of an employee or upon completion of the contract.

H.8 ACCESS TO GOVERNMENT FACILITIES

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

H.9 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

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

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H.10 SECRECY AND USAGE OF PATENT INFORMATION

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

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

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

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

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

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

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

H.11 CAR 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS/SUBCONTRACTOR PERSONNEL FOR ACCESSING USPTO AUTOMATED INFORMATION SYSTEMS

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

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

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

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

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

Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract.

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

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

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

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

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

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

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SECTION I - CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

Clause	Title	Date
52.204-07	Central Contractor Registration	October 2003
52.225-13	Restrictions on Certain Foreign Purchases	July 2000
52.225-14	Inconsistency Between English Version And Translation Of Contract	February 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	October 2003
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	May 1999
52.232-07 (CLIN 0006)	Payments under Time-and-Materials and Labor-Hour Contracts	December 2002

COMMERCIAL CLAUSES

Clause	Title	Date
52.203-06 Alt I	Restrictions on Subcontractor Sales to the Government (Jul 1995) - Alternate I	October 1995
52.212-04	Contract Terms and Conditions--Commercial Items	October 2003
52.245-01	Property Records	April 1984
52.245-02 Alternate I	Government Property (Fixed-Price Contracts)	June 2003

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I.2 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- OCTOBER 2003
COMMERCIAL ITEMS.

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

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

[Contracting Officer shall check as appropriate.]

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

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

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

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

 (ii) Alternate I (Mar 1999) of 52.219-5.

 (iii) Alternate II (June 2003) of 52.219-5.

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

 (ii) Alternate I (Oct 1995) of 52.219-6.

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

 (ii) Alternate I (Oct 1995) of 52.219-7.

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

 (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4).

 (ii) Alternate I (Oct 2001) of 52.219-9.

 (iii) Alternate II (Oct 2001) of 52.219-9.

 X (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

 (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

 (ii) Alternate I (June 2003) of 52.219-23.

 (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (13) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Sep 2002) (E.O. 13126).
- X (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- X (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- X (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- ___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (21) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
- ___ (22)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (June 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ___ (ii) Alternate I (May 2002) of 52.225-3.
- ___ (iii) Alternate II (May 2002) of 52.225-3.
- ___ (23) 52.225-5, Trade Agreements (June 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (24) 52.225-13, Restrictions on Certain Foreign Purchases (June 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- ___ (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- ___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (28) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (30) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- X (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..
- ___ (ii) Alternate I (Apr 1984) of 52.247-64.

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

[Contracting Officer check as appropriate.]

 x (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

 x (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 x (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

I.3 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 10, 2004 through September 30, 2007.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

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I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 50 units, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 100,000 files;

(2) Any order for a combination of items in excess of 500,000 files; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

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(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after December 31, 2007.

I.6 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL
HIRES (MAY 1989)

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage-Fringe Benefits
General Clerk I	\$11.68
General Clerk II	\$13.72
General Clerk III	\$15.32
General Clerk IV	\$18.74
Driver/Messenger	\$10.23
Forklift Operator	\$14.68

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PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 Government Furnished Equipment List
 - a. List of Equipment with USPTO Inventory Numbers
 - b. List of All Equipment
- J.2 Delivery/Pick Up Locations

Note: This list is current as of contract signed date. As the USPTO moves to the Carlyle Campus, This list will be updated.
- J.3 Wage Determination No.: 1994-2103, Revision No. 30, Dated 6/03/2003

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J.1b GOVERNMENT FURNISHED EQUIPMENT

Bar Code Readers -1
 Printers - 19
 Hand Held CPU - 53
 Tall Ladders - 44
 Medium Ladders - 5
 Small Ladders - 2
 Mail bag racks - 7
 Fans - 24 Tall & 1 desk
 Facsimile Machine – 3
 Router – 2
 Switch – 2
 Crown WAV – 14
 Pettibone (forklift) – 3
 UPS – 2
 Monitor – 32
 CPU – 27

(The above GFE is subject to change. The Government will update as applicable)

CFG#	Device Name	Site	Building	Floor	Suite	Room	Other Location	CD#	WKS ID	Type
CFG0100002262		FRANCONIA	FRANC WHS 1					CD0000936294		HANDHELD CPU
CFG0100002340		FRANCONIA	FRANC WHS 1				-	CD0000936301		HANDHELD CPU
CFG0100002267		FRANCONIA	FRANC WHS 1				-	CD0000936289		HANDHELD CPU
CFG0100002263		FRANCONIA	FRANC WHS 1				-	CD0000936293		HANDHELD CPU
CFG0100002265		FRANCONIA	FRANC WHS 1				-	CD0000936291		HANDHELD CPU
CFG0100002255		FRANCONIA	FRANC WHS 1				-	CD0000936284		HANDHELD CPU
CFG0100002318		FRANCONIA	FRANC WHS 1				-	CD0000936323		HANDHELD CPU
CFG0100002342		FRANCONIA	FRANC WHS 1				-	CD0000936299		HANDHELD CPU
CFG0100002260		FRANCONIA	FRANC WHS 1				-	CD0000936296		HANDHELD CPU
CFG0100002271		FRANCONIA	FRANC WHS 1				-	CD0000936285		HANDHELD CPU
CFG0100002335		FRANCONIA	FRANC WHS 1				-	CD0000936306		HANDHELD CPU
CFG0000119794		FRANCONIA	FRANC WHS 1				-	CD0000862506		PRINTER
CFG0000119794		FRANCONIA	FRANC WHS 1				-	CD0000873281		MONITOR
CFG0000119794		FRANCONIA	FRANC WHS 1				-	CD0000948498		CPU
CFG0300003242		FRANCONIA	FRANC WHS 1				-	CD0000861114		PRINTER
CFG0300003242		FRANCONIA	FRANC WHS 1				-	CD0000861120		MONITOR
CFG0300003242		FRANCONIA	FRANC WHS 1				-	CD0000950461		CPU
CFG0100002259		FRANCONIA	FRANC WHS 1				-	CD0000936297		HANDHELD CPU
CFG0000111292 HHSERVER		FRANCONIA	FRANC WHS			8B SHELF	-	CD0000848232		CPU
CFG0000111292 HHSERVER		FRANCONIA	FRANC WHS			8B SHELF	-	CD0000873871		MONITOR
CFG0000111292 HHSERVER		FRANCONIA	FRANC WHS			8B SHELF	-	CD0000875462		UPS
CFG0000111293		FRANCONIA	FRANC WHS 1			INTER DOCK	-	CD0000857405		PRINTER
CFG0000111293		FRANCONIA	FRANC WHS 1			INTER DOCK	-	CD0000873840		MONITOR
CFG0000111293		FRANCONIA	FRANC WHS 1			INTER DOCK	-	CD0000948515		CPU
CFG0000113593		FRANCONIA	FRANC WHS 1			TM#3	-	CD0000752577		MONITOR
CFG0000113593		FRANCONIA	FRANC WHS 1			TM#3	-	CD0000948452		CPU
CFG0000117424		FRANCONIA	FRANC WHS 1			MAIL TABLE	-	CD0000719977		PRINTER
CFG0000119004		FRANCONIA	FRANC WHS 1			INTER DOCK	-	CD0000857077		PRINTER
CFG0000119004		FRANCONIA	FRANC WHS 1			INTER DOCK	-	CD0000859882		CPU
CFG0000119911		FRANCONIA	FRANC WHS 1			MAIL TABLE	-	CD0000842526		MONITOR
CFG0000119911		FRANCONIA	FRANC WHS 1			MAIL TABLE	-	CD0000948461		CPU
CFG0000120011		FRANCONIA	FRANC WHS 1			SUITLAND	-	CD0000842566		MONITOR
CFG0000120011		FRANCONIA	FRANC WHS 1			SUITLAND	-	CD0000857404		PRINTER
CFG0000120011		FRANCONIA	FRANC WHS 1			SUITLAND	-	CD0000948500		CPU
CFG0000120014		FRANCONIA	FRANC WHS 1			SYSTEM RM	-	CD0000842565		MONITOR
CFG0000120014		FRANCONIA	FRANC WHS 1			SYSTEM RM	-	CD0000857432		PRINTER

FG0000120090	FRANCONIA	FRANC WHS	1		INTER DOCK	-	CD0000775562	MONITOR
FG0000120090	FRANCONIA	FRANC WHS	1		INTER DOCK	-	CD0000948459	CPU
FG0000120857	FRANCONIA	FRANC WHS	1	8B	SUITLAND	-	CD0000838798	MONITOR
FG0000120857	FRANCONIA	FRANC WHS	1	8B	SUITLAND	-	CD0000860105	PRINTER
FG0000120857	FRANCONIA	FRANC WHS	1	8B	SUITLAND	-	CD0000864866	CPU
FG0100001332	FRANCONIA	FRANC WHS	1		SUITLAND	-	CD0000851500	MONITOR
FG0100002600	FRANCONIA	FRANC WHS	1	1	1	-	CD0000854034	MONITOR
FG0100002600	FRANCONIA	FRANC WHS	1	1	1	-	CD0000861101	CPU
FG0100002600	FRANCONIA	FRANC WHS	1	1	1	-	CD0000866231	PRINTER
FG0300001752	FRANCONIA	FRANC WHS	1		PULL TABLE	-	CD0000849693	MONITOR
FG0300001752	FRANCONIA	FRANC WHS	1		PULL TABLE	-	CD0000948475	CPU
FG0300003241	FRANCONIA	FRANC WHS	1		MAIL TABLE	-	CD0000861115	PRINTER
FG0300003244	FRANCONIA	FRANC WHS	1		TM#1	-	CD0000861112	MONITOR
FG0300003244	FRANCONIA	FRANC WHS	1		TM#1	-	CD0000861119	PRINTER
FG0300003244	FRANCONIA	FRANC WHS	1		TM#1	-	CD0000948497	CPU
FG0300003442	FRANCONIA	FRANC WHS	1		INTER DOCK	-	DFSUP07	PRINTER
FG0300004271	FRANCONIA	FRANC WHS	1			-	CD0000861018	MONITOR
FG0300004271	FRANCONIA	FRANC WHS	1			-	CD0000868831	CPU
FGP100103085	FRANCONIA	FRANC WHS	1			-	CD0000948473	FAX
FGP100103461	FRANCONIA	FRANC WHS	1			-	CD0000576279	SELF PROPELLED LIFT
FGP100103462	FRANCONIA	FRANC WHS	1		#7	-	CD0000857530	SELF PROPELLED LIFT
FGP100103479	FRANCONIA	FRANC WHS	1		#3	-	CD0000857531	SELF PROPELLED LIFT
FGP100103480	FRANCONIA	FRANC WHS	1		#2A	-	CD0000857534	SELF PROPELLED LIFT
FGP100103480	FRANCONIA	FRANC WHS	1		#2	-	CD0000857536	SELF PROPELLED LIFT
FGP100103493	FRANCONIA	FRANC WHS	1		#4	-	CD0000857529	SELF PROPELLED LIFT
FGP100103494	FRANCONIA	FRANC WHS	1		#1C	-	CD0000857532	SELF PROPELLED LIFT
FGP100103495	FRANCONIA	FRANC WHS	1		#3B	-	CD0000857533	SELF PROPELLED LIFT
FGP100103630	FRANCONIA	FRANC WHS	1		#6	-	CD0000862317	SELF PROPELLED LIFT
FGP100103631	FRANCONIA	FRANC WHS	1		#5	-	CD0000862318	SELF PROPELLED LIFT
FGP100103763	FRANCONIA	FRANC WHS	1		USPTO	-	CD0000935363	SELF PROPELLED LIFT
FGP100103764	FRANCONIA	FRANC WHS	1		#1	-	CD0000935364	SELF PROPELLED LIFT
FGP100103765	FRANCONIA	FRANC WHS	1		#8	-	CD0000935365	SELF PROPELLED LIFT
FGP100103905	FRANCONIA	FRANC WHS	1			-	CD0000942068	SELF PROPELLED LIFT
FGP100103906	FRANCONIA	FRANC WHS	1			-	CD0000942069	SELF PROPELLED LIFT
FGP100104035	FRANCONIA	FRANC WHS	1			-	CD0000936380	FAX
FG0100002261	FRANCONIA	FRANC WHS	1			-	CD0000936295	HANDHELD CPU
FG0100002336	FRANCONIA	FRANC WHS	1			-	CD0000936305	HANDHELD CPU
FG0100002343	FRANCONIA	FRANC WHS	1			-	CD0000936298	HANDHELD CPU

FG0100002324	FRANCONIA	FRANC WHS 1	-	CD0000936317	HANDHELD CPU
FG0100002326	FRANCONIA	FRANC WHS 1	-	CD0000936315	HANDHELD CPU
FG0100002327	FRANCONIA	FRANC WHS 1	-	CD0000936314	HANDHELD CPU
FG0100002333	FRANCONIA	FRANC WHS 1	-	CD0000936308	HANDHELD CPU
FG0100002337	FRANCONIA	FRANC WHS 1	-	CD0000936304	HANDHELD CPU
FG03000004826	FRANCONIA	FRANC WHS 1	-	CD0000936326	HANDHELD CPU
FG03000004827	FRANCONIA	FRANC WHS 1	-	CD0000936327	HANDHELD CPU
FG03000004830	FRANCONIA	FRANC WHS 1	-	CD0000936330	HANDHELD CPU
FG03000004831	FRANCONIA	FRANC WHS 1	-	CD0000936331	HANDHELD CPU
FG03000004832	FRANCONIA	FRANC WHS 1	-	CD0000936332	HANDHELD CPU
FG03000004834	FRANCONIA	FRANC WHS 1	-	CD0000936334	HANDHELD CPU
FG03000004835	FRANCONIA	FRANC WHS 1	-	CD0000936335	HANDHELD CPU
FG03000004836	FRANCONIA	FRANC WHS 1	-	CD0000936336	HANDHELD CPU
FG03000004837	FRANCONIA	FRANC WHS 1	-	CD0000936337	HANDHELD CPU
FG03000004844	FRANCONIA	FRANC WHS 1	-	CD0000936325	HANDHELD CPU
FG03000005194	FRANCONIA	FRANC WHS 1	-	CD0000861022	PRINTER
FG03000005194	FRANCONIA	FRANC WHS 1	-	CD0000867558	MONITOR
FG03000005194	FRANCONIA	FRANC WHS 1	-	CD0000948307	CPU
FG0100002320	FRANCONIA	FRANC WHS 1	-	CD0000936321	HANDHELD CPU
FG0100002258	FRANCONIA	FRANC WHS 1	-	CD0000936281	HANDHELD CPU
FG0100002334	FRANCONIA	FRANC WHS 1	-	CD0000936307	HANDHELD CPU
FG0100002338	FRANCONIA	FRANC WHS 1	-	CD0000936303	HANDHELD CPU
FG0100002341	FRANCONIA	FRANC WHS 1	-	CD0000936300	HANDHELD CPU
FG03000003245	FRANCONIA	FRANC WHS 1	-	CD0000707034	FAX
FG03000003245	FRANCONIA	FRANC WHS 1	-	CD0000861113	MONITOR
FG03000003245	FRANCONIA	FRANC WHS 1	-	CD0000948451	CPU
FG0000123460	FRANCONIA	FRANC WHS	-	CD0000842446	MONITOR
FG0000123460	FRANCONIA	FRANC WHS	-	CD0000856503	CPU
FG03000003246	FRANCONIA	FRANC WHS 1	-	CD0000861118	PRINTER
FG03000003246	FRANCONIA	FRANC WHS 1	-	CD0000861121	MONITOR
FG03000003246	FRANCONIA	FRANC WHS 1	-	CD0000948457	CPU
FG0100002256	FRANCONIA	FRANC WHS 1	-	CD0000936283	HANDHELD CPU
FG0100002270	FRANCONIA	FRANC WHS 1	-	CD0000936286	HANDHELD CPU
FG0100002330	FRANCONIA	FRANC WHS 1	-	CD0000936311	HANDHELD CPU
FG0100002325	FRANCONIA	FRANC WHS 1	-	CD0000936316	HANDHELD CPU
FG0100002257	FRANCONIA	FRANC WHS 1	-	CD0000936282	HANDHELD CPU
FG0000105859	FRANCONIA	FRANC WHS 1	-	CD0000724798	MONITOR

BASE STAT

TM#5

[illegible]

ATTACHMENT J.1a

FG0100002339	FRANCONIA	FRANC WHS 1	-	CD0000936302	HANDHELD CPU
FG0300003243	FRANCONIA	FRANC WHS 1	-	CD0000861033	MONITOR
FG0300003243	FRANCONIA	FRANC WHS 1	-	CD0000861117	PRINTER
FG0300003243	FRANCONIA	FRANC WHS 1	-	CD0000948357	CPU
FG0300003521	FRANCONIA	FRANC WHS 1	1	CD0000280069	MONITOR
FG0100002317	FRANCONIA	FRANC WHS 1	-	CD0000936324	HANDHELD CPU

ATTACHMENT J.1a

Item (Manufacturer/Model/Version)	Serial Number	Updated	Acq. Date	CRP
'S'IONTEKLOGIX/7035/NOVER	397638	9/9/03	12/29/00	
'S'IONTEKLOGIX/7035/NOVER	397621	3/23/01	12/29/00	
'S'IONTEKLOGIX/7035/NOVER	397641	3/23/01	12/29/00	
'S'IONTEKLOGIX/7035/NOVER	397633	3/23/01	12/29/00	
'S'IONTEKLOGIX/7035/NOVER	397630	3/23/01	12/29/00	
'S'IONTEKLOGIX/7035/NOVER	397615	3/23/01	12/29/00	
'S'IONTEKLOGIX/7035/NOVER	397611	3/23/01	12/29/00	
'S'IONTEKLOGIX/7035/NOVER	397626	3/23/01	12/29/00	
'S'IONTEKLOGIX/7035/NOVER	397637	3/23/01	12/29/00	
'S'IONTEKLOGIX/7035/NOVER	397614	3/23/01	12/29/00	
'S'IONTEKLOGIX/7035/NOVER	397613	3/23/01	12/29/00	
IP/LASERJET1100/NOVER	USDG0004105	5/23/03	9/1/99	
'A'ATEWAY/VIVITRON1776/17	7024713	5/23/03	9/1/97	
'A'ICRON/PENTIUMIV/1.7GHZ	3108418-0001	12/11/02	2/27/02 5	
IP/LASERJET1100/NOVER	USDG041355	1/4/00	6/18/99	
'Y'YAMA/VISIONMASTER502/21	0105910023386	1/4/00	6/18/99	
'A'ICRON/PENTIUMIV/1.7GHZ	3134891-0001	12/9/03	4/8/02 5	
'S'IONTEKLOGIX/7035/NOVER	397628	3/23/01	12/29/00	
'A'ICRON/PENTIUM300MHZ/686300	1193433-0031	9/17/01	5/7/98 8	
'TX/1785D/17	S5Q071400605	3/26/01	6/1/99	
PC/600/NOVER	O95126607784	3/26/01	9/1/97	
IP/LASERJET6MP/NOVER	USDF040613	3/31/00	2/19/99	
'TX/1785D/17	S5Q071400607	3/31/00	9/22/97	
'A'ICRON/PENTIUMIV/1.7GHZ	3108496-0001	12/11/02	2/27/02 5	
ITACHI/ACCUVUE/21	T014318-60	2/5/02	5/23/97	
'A'ICRON/PENTIUMIV/1.7GHZ	3107498-0001	12/11/02	2/27/02 5	
'CR/9500/NOVER	940-50146	3/26/01	9/1/97	
IP/LASERJET6MP/NOVER	USDF040616	3/31/00	2/19/99	
'A'ICRON/PENTIUMIII450MHZ/686450	1580276-0020	9/2/02	4/19/99 8	
TX/VL710/17	5S373600618	5/23/03	7/1/99	
'A'ICRON/PENTIUMIV/1.7GHZ	3108466-0001	12/11/02	2/27/02 5	
TX/VL710/17	S5S373600623	3/31/00	1/16/98	
IP/LASERJET6MP/NOVER	USDF040574	3/31/00	2/19/99	
'A'ICRON/PENTIUMIV/1.7GHZ	3108445-0001	12/11/02	2/27/02 5	
TX/VL710/17	S5S373600615	3/31/00	1/16/98	
IP/LASERJET6MP/NOVER	USDF040579	3/31/00	2/19/99	

TX/VL710/17	S5S373603134	3/31/00	10/7/97
ACRON/PENTIUMIV/1.7GHZ	3108408-0001	12/11/02	2/27/02 5
ATI/ACUTESCAN6955/17	1171018046	6/21/00	2/17/98
IP/LASERJET1100/NOVER	USDG022206	5/23/03	9/1/99
ACRON/650MHZ/686650	2319288-0001	4/24/01	6/30/00 3
DATAMAXX/DM14T/14	75301992099	3/26/01	5/1/98
ATI/ACUTESCAN7695S/17	1271024592	2/26/02	11/4/98
ACRON/PENTIUMII450MHZ/686450	1546979-0040	2/26/02	6/18/99 9
IP/LASERJET1100XI/NOVER	USHN094557	2/26/02	6/26/00
HTACHI/ELITE802CM802U/21	G7K006300	3/31/00	7/20/98
ACRON/PENTIUMIV/1.7GHZ	3108419-0001	12/11/02	2/27/02 5
IP/LASERJET1100/NOVER	USDG041363	6/19/00	6/18/99
IYAMA/VISIONMASTER502/21	0105910023380	1/4/00	6/18/99
IP/LASERJET1100/NOVER	USDG041315	1/4/00	6/18/99
ACRON/PENTIUMIV/1.7GHZ	3108391-0001	3/25/04	2/27/02 5
IP/LASERJET1100/NOVER	USDG067026	7/17/00	6/18/99
IYAMA/VISIONMASTER502/21	0110410002262	9/17/01	8/14/00
ACRON/PENTIUMIV/1.7GHZ	3108396-0001	12/11/02	2/27/02 5
HARP/FO2600/NOVER	40110036	5/22/03	9/1/98
ROWN/WAV5084/NOVER	10A10993	10/12/99	9/8/98
ROWN/WAV5084/NOVER	10A10985	10/12/99	9/8/98
ETTIBONE/OSM20/NOVER	358729	10/12/99	9/8/98
ROWN/WAV5084/NOVER	10A11048	10/12/99	9/8/98
ROWN/WAV5084/NOVER	10A10977	10/12/99	9/8/98
ETTIBONE/OSM20/NOVER	358730	10/12/99	9/8/98
ETTIBONE/OSM20/NOVER	358728	10/12/99	9/8/98
ROWN/WAV5084/NOVER	10A12063	6/4/01	7/15/99
ROWN/WAV5084/NOVER	10A12062	10/12/99	7/15/99
ROWN/WAV5084/NOVER	9A109865	9/19/00	8/28/00
ROWN/WAV5084/NOVER	10A12053	9/19/00	7/20/00
ROWN/WAV5084/NOVER	9A109866	9/19/00	8/28/00
ROWN/WAV5084/NOVER	9A121400	8/27/01	8/23/01
ROWN/WAV5084/NOVER	9A121401	8/27/01	8/23/01
ANON/CFXL3500IF/NOVER	UEF42994	1/23/01	1/17/01
SIONTEKLOGIX/7035/NOVER	397639	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397602	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397627	3/23/01	12/29/00

ATTACHMENT J.1a

SIONTEKLOGIX/7035/NOVER	397608	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397607	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397617	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397625	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397612	3/23/01	12/29/00
SIONTEKLOGIX/9150/NOVER	398326	4/30/03	12/29/00
SIONTEKLOGIX/9150/NOVER	398554	4/30/03	12/29/00
SIONTEKLOGIX/9150/NOVER	398569	4/30/03	12/29/00
SIONTEKLOGIX/9150/NOVER	398553	4/30/03	12/29/00
SIONTEKLOGIX/9150/NOVER	398580	4/30/03	12/29/00
SIONTEKLOGIX/9150/NOVER	366610	4/30/03	12/29/00
SIONTEKLOGIX/9150/NOVER	398418	4/30/03	12/29/00
SIONTEKLOGIX/9150/NOVER	398562	4/30/03	12/29/00
SIONTEKLOGIX/9150/NOVER	398512	4/30/03	12/29/00
SIONTEKLOGIX/9150/NOVER	398561	4/30/03	12/29/00
P/LASERJET1100/NOVER	USDG041358	9/18/01	6/18/99
IEWSONIC/2182/21	403003501749	9/17/01	2/12/01
ICRON/PENTIUMIV/1.7GHZ	3108574-0001	12/11/02	2/27/02 5
SIONTEKLOGIX/7035/NOVER	397600	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397629	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397603	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397635	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397620	3/23/01	12/29/00
P/LASERJET3100XL/NOVER	USBC022766	4/26/01	8/4/98
YAMA/VISIONMASTER502/21	0105910023391	1/4/00	6/18/99
ICRON/PENTIUMIV/1.7GHZ	3108347-0001	12/11/02	2/27/02 5
TX/VL710/17	S5S373600614	4/26/01	1/16/98
ICRON/PENTIUMII450MHZ/686450	1466957-0058	4/3/02	1/12/99 8
P/LASERJET1100/NOVER	USDG041382	12/6/99	6/18/99
YAMA/VISIONMASTER502/21	0105910023387	9/28/00	6/18/99
ICRON/PENTIUMIV/1.7GHZ	3108404-0001	12/11/02	2/27/02 5
SIONTEKLOGIX/7035/NOVER	397604	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397619	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397623	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397642	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397605	3/23/01	12/29/00
YUNDAI/HMM1401/14	MQHA912401129	6/19/00	9/1/97

TX/VL710/17	S5S373600562	5/23/03	2/1/98
IP/LASERJET6MP/NOVER	USDF0406/E9	3/31/00	2/19/99
ICRON/PENTIUMIV/1.7GHZ	3108467-0001	12/11/02	2/27/02 5
IP/LASERJET4300TN/NOVER	SCNDY403823	8/26/03	8/22/03
TX/VL710/17	S5S373600762	3/26/01	1/21/98
ISCO/2600SERIES/NOVER	SHN03060687	10/12/99	3/25/99
ISCO/2600SERIES/NOVER	SHN03060682	10/12/99	3/25/99
PC/1400/NOVER	WS9841958001	5/23/03	6/1/99
ISCO/WSC2924CXL/NOVER	FAA0333H0YG	10/18/02	10/1/99
PC/1500/NOVER	AS0327310844	2/28/04	9/4/03
ISCO/WSC2924XL/NOVER	FAA0307L15Y	9/2/03	7/18/01
ISCO/2950/NOVER	FHK0623Z0DR	2/28/04	9/13/02
ICRON/PENTIUMIV/2.66GHZ	3470481-0001	3/26/04	8/20/03
SIONTEKLOGIX/7035/NOVER	397631	4/2/02	12/29/00
SIONTEKLOGIX/7035/NOVER	397610	4/2/02	12/29/00
IP/LASERJET4300TN/NOVER	SCNDY403217	8/7/03	7/15/03
SIONTEKLOGIX/9150/NOVER	398568	4/30/03	12/29/00
ICRON/600MHZ/686600	2319293-0001	4/5/04	6/30/00
ICRON/600MHZ/686600	2319300-0001	4/5/04	6/30/00
YAMA/VISIONMASTER503/21	0105910051641	4/9/02	6/26/00
ICRON/600MHZ/686600	2319295-0001	4/5/04	6/30/00
YAMA/VISIONMASTER503/21	0105910051643	4/9/02	6/26/00
ICRON/600MHZ/686600	2319310-0001	4/5/04	6/30/00
YAMA/VISIONMASTER503/21	0105910051648	4/9/02	6/26/00
RINCETON/ULTRA77/17	SPAA3500448	4/14/03	1/9/02
ICRON/PENTIUMIII/786933	3039580-0001	3/25/04	11/15/01 5
ITACHI/ACCUVUE/21	T014305-105	10/30/03	9/1/97
ICRON/PENTIUMIII/787733	2997771-0001	3/26/04	11/9/01
EBRA/2746E/NOVER	74A032500051	10/30/03	7/14/03
SIONTEKLOGIX/7035/NOVER	397601	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397606	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397616	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397632	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397609	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397622	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397624	3/23/01	12/29/00
SIONTEKLOGIX/7035/NOVER	397643	3/23/01	12/29/00

'SIONTEKLOGIX/7035/NOVER	397634	3/23/01	12/29/00
IYAMA/VISIONMASTER502/21	0105910023611	1/4/00	6/18/99
HP/LASERJET1100/NOVER	USDG041343	1/4/00	6/18/99
MICRON/PENTIUMIV/1.7GHZ	3108379-0001	12/11/02	2/27/02 5
DATAMAX/HMM1401/14	280069	7/27/00	9/1/97
'SIONTEKLOGIX/7035/NOVER	397636	3/23/01	12/29/00

Repository Delivery Locations

Building, Floor, Room
CG-2 10 th , Reception Area
CG-4 3 rd , Room 300
CG-4 4 th , Reception Area
CG-4 4 th , Room 412
CP-2 1 st , Room 1B03
CP-2 5 th , Room 5C21
CP-2 6 th , Room 6C17
CP-2 6 th , Room 6C22
CP-2 6 th , Room 6C22
CP-2 7 th , Room 7C18
CP-2 7 th , Room 7D25
CP-2 8 th , Reception Area
CP-2 9 th , Room 9007
CP-3 Lobby
CP-4 3 rd , Room 3C23
CP-4 3 rd , Room 3C32
CP-4 3 rd , Room 3D68
CP-6 11 th , Room 1103
CP-6 1 st , Lobby
Federal Records Center - Suitland Maryland
Jefferson, Room 00C05
NT 5 th , Reception Area
PK-1 3 rd , Room 307
PK-1 5 th , Reception Area
PK-1 6 th , Room 605
PK-1 8 th , Room 819
PK-2 3 rd , Room 3B13
PK-2 3 rd , Room 3C14
PK-2 4 th , Room 4W30
PK-2 6 th , Room 6W30
PK-2 7 th , Room 714
PK-2 8 th , Room 8W18
PK-2 9 th , Room 902
PK-2 9 th , Room 910E
PK-3 7 th , Room 780
PK-3 9 th , Room 905
PK-3 9 th , Room 909
PK-3 9 th , Room 915
PK-3 9 th , Room 917A

PK-5 2 nd , Room 2B21
PK-5 3 rd , Room 3D15
Remsen, Room 00A89
ST 10 th Reception Area
ST 10 th , Room 10B10
ST 2 nd , Room 2B30
ST 3 rd , Room 3B20
ST 4 th , Reception Area
ST 4 th , Room 4C30
ST 5 th , Reception Area
ST 6 th , Reception Area
ST 7 th , Reception Area
ST 8 th , Reception Area
ST 9 th , Room 9B40

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

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



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2103
Revision No.: 30
Date of Last Revision: 06/03/2003

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

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

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

CODE	OCCUPATION TITLE	MINIMUM WAGE RATE
01000	Administrative Support and Clerical Occupations	
01011	Accounting Clerk I	11.18
01012	Accounting Clerk II	12.74
01013	Accounting Clerk III	14.30
01014	Accounting Clerk IV	16.37
01030	Court Reporter	16.43
01050	Dispatcher, Motor Vehicle	16.09
01060	Document Preparation Clerk	12.42
01070	Messenger (Courier)	10.23
01090	Duplicating Machine Operator	12.42
01110	Film/Tape Librarian	14.65
01115	General Clerk I	11.68
01116	General Clerk II	13.72
01117	General Clerk III	15.32
01118	General Clerk IV	18.74
01120	Housing Referral Assistant	19.04
01131	Key Entry Operator I	10.80
01132	Key Entry Operator II	12.07
01191	Order Clerk I	14.74
01192	Order Clerk II	16.29
01261	Personnel Assistant (Employment) I	13.05
01262	Personnel Assistant (Employment) II	14.24
01263	Personnel Assistant (Employment) III	16.42
01264	Personnel Assistant (Employment) IV	19.60
01270	Production Control Clerk	17.28
01290	Rental Clerk	15.42
01300	Scheduler, Maintenance	15.26
01311	Secretary I	15.26
01312	Secretary II	16.56
01313	Secretary III	19.04
01314	Secretary IV	20.15

01315	Secretary V	23.47
01320	Service Order Dispatcher	15.44
01341	Stenographer I	14.68
01342	Stenographer II	16.47
01400	Supply Technician	20.15
01420	Survey Worker (Interviewer)	14.94
01460	Switchboard Operator-Receptionist	10.96
01510	Test Examiner	16.56
01520	Test Proctor	16.56
01531	Travel Clerk I	11.63
01532	Travel Clerk II	12.49
01533	Travel Clerk III	13.41
01611	Word Processor I	11.80
01612	Word Processor II	14.22
01613	Word Processor III	16.65

03000 Automatic Data Processing Occupations

03010	Computer Data Librarian	12.86
03041	Computer Operator I	14.30
03042	Computer Operator II	15.82
03043	Computer Operator III	18.60
03044	Computer Operator IV	20.44
03045	Computer Operator V	22.94
03071	Computer Programmer I (1)	19.64
03072	Computer Programmer II (1)	23.05
03073	Computer Programmer III (1)	26.99
03074	Computer Programmer IV (1)	27.62
03101	Computer Systems Analyst I (1)	27.62
03102	Computer Systems Analyst II (1)	27.62
03103	Computer Systems Analyst III (1)	27.62
03160	Peripheral Equipment Operator	14.30

05000 Automotive Service Occupations

05005	Automotive Body Repairer, Fiberglass	22.73
05010	Automotive Glass Installer	17.88
05040	Automotive Worker	17.88
05070	Electrician, Automotive	18.95
05100	Mobile Equipment Servicer	15.69
05130	Motor Equipment Metal Mechanic	19.98
05160	Motor Equipment Metal Worker	17.88
05190	Motor Vehicle Mechanic	20.07
05220	Motor Vehicle Mechanic Helper	16.81
05250	Motor Vehicle Upholstery Worker	17.88
05280	Motor Vehicle Wrecker	17.88
05310	Painter, Automotive	18.95
05340	Radiator Repair Specialist	17.88
05370	Tire Repairer	14.43
05400	Transmission Repair Specialist	19.98

07000 Food Preparation and Service Occupations

	Food Service Worker	9.01
07010	Baker	11.87
07041	Cook I	10.93
07042	Cook II	12.46
07070	Dishwasher	9.22
07130	Meat Cutter	16.07
07250	Waiter/Waitress	8.59

09000 Furniture Maintenance and Repair Occupations

09010	Electrostatic Spray Painter	18.05
09040	Furniture Handler	12.55
09070	Furniture Refinisher	18.05
09100	Furniture Refinisher Helper	13.85
09110	Furniture Repairer, Minor	16.01
09130	Upholsterer	18.05

11030 General Services and Support Occupations

11030	Cleaner, Vehicles	9.67
11060	Elevator Operator	9.79
11090	Gardener	12.98
11121	House Keeping Aid I	9.13
11122	House Keeping Aid II	9.39
11150	Janitor	10.12
11210	Laborer, Grounds Maintenance	10.75
11240	Maid or Houseman	9.28
11270	Pest Controller	12.44
11300	Refuse Collector	10.88
11330	Tractor Operator	12.73
11360	Window Cleaner	10.51

12000 Health Occupations

12020	Dental Assistant	15.80
12040	Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.08
12071	Licensed Practical Nurse I	14.63
12072	Licensed Practical Nurse II	16.42
12073	Licensed Practical Nurse III	18.38
12100	Medical Assistant	12.94
12130	Medical Laboratory Technician	15.32
12160	Medical Record Clerk	13.60
12190	Medical Record Technician	14.97
12221	Nursing Assistant I	8.46
12222	Nursing Assistant II	9.52
12223	Nursing Assistant III	11.94
12224	Nursing Assistant IV	13.40
12250	Pharmacy Technician	11.84
12280	Phlebotomist	11.21

12311	Registered Nurse I	24.00
12312	Registered Nurse II	26.70
12313	Registered Nurse II, Specialist	26.70
12314	Registered Nurse III	34.48
12315	Registered Nurse III, Anesthetist	34.48
12316	Registered Nurse IV	41.33
13000	Information and Arts Occupations	
13002	Audiovisual Librarian	18.95
13011	Exhibits Specialist I	17.98
13012	Exhibits Specialist II	22.48
13013	Exhibits Specialist III	27.29
13041	Illustrator I	18.73
13042	Illustrator II	23.42
13043	Illustrator III	28.82
13047	Librarian	22.33
13050	Library Technician	16.28
13071	Photographer I	13.93
13072	Photographer II	15.64
13073	Photographer III	19.56
13074	Photographer IV	24.08
13075	Photographer V	26.50
15000	Laundry, Dry Cleaning, Pressing and Related Occupations	
15010	Assembler	8.71
15030	Counter Attendant	8.71
15040	Dry Cleaner	9.94
15070	Finisher, Flatwork, Machine	8.71
15090	Presser, Hand	8.71
15100	Presser, Machine, Drycleaning	8.71
15130	Presser, Machine, Shirts	8.71
15160	Presser, Machine, Wearing Apparel, Laundry	8.71
15190	Sewing Machine Operator	10.67
15220	Tailor	12.43
15250	Washer, Machine	9.31
19000	Machine Tool Operation and Repair Occupations	
19010	Machine-Tool Operator (Toolroom)	18.95
19040	Tool and Die Maker	23.05
21000	Material Handling and Packing Occupations	
21010	Fuel Distribution System Operator	19.38
21020	Material Coordinator	17.12
21030	Material Expediter	17.12
21040	Material Handling Laborer	11.50
21050	Order Filler	13.21
21071	Forklift Operator	14.58
21080	Production Line Worker (Food Processing)	14.08
21100	Shipping/Receiving Clerk	13.09

21130	Shipping Packer	13.02
21140	Store Worker I	9.06
21150	Stock Clerk (Shelf Stocker; Store Worker II)	13.01
21210	Tools and Parts Attendant	16.99
21400	Warehouse Specialist	15.76
23000	Mechanics and Maintenance and Repair Occupations	
23010	Aircraft Mechanic	22.24
23040	Aircraft Mechanic Helper	14.71
23050	Aircraft Quality Control Inspector	23.43
23060	Aircraft Servicer	17.82
23070	Aircraft Worker	18.09
23100	Appliance Mechanic	18.95
23120	Bicycle Repairer	14.43
23125	Cable Splicer	22.51
23130	Carpenter, Maintenance	18.95
23140	Carpet Layer	17.61
23160	Electrician, Maintenance	22.59
23181	Electronics Technician, Maintenance I	16.88
23182	Electronics Technician, Maintenance II	21.92
23183	Electronics Technician, Maintenance III	23.87
23260	Fabric Worker	16.55
23290	Fire Alarm System Mechanic	19.98
23310	Fire Extinguisher Repairer	15.69
23340	Fuel Distribution System Mechanic	20.93
23370	General Maintenance Worker	17.28
23400	Heating, Refrigeration and Air Conditioning Mechanic	19.25
23430	Heavy Equipment Mechanic	19.98
23440	Heavy Equipment Operator	20.28
23460	Instrument Mechanic	19.98
23470	Laborer	11.79
23500	Locksmith	18.95
23530	Machinery Maintenance Mechanic	20.51
23550	Machinist, Maintenance	21.52
23580	Maintenance Trades Helper	14.54
23640	Millwright	19.70
23700	Office Appliance Repairer	18.95
23740	Painter, Aircraft	21.29
23760	Painter, Maintenance	18.95
23790	Pipefitter, Maintenance	20.94
23800	Plumber, Maintenance	19.86
23820	Pneudraulic Systems Mechanic	19.98
23850	Rigger	19.98
23870	Scale Mechanic	17.88
23890	Sheet-Metal Worker, Maintenance	19.98
23910	Small Engine Mechanic	20.05
23930	Telecommunication Mechanic I	19.41
23931	Telecommunication Mechanic II	20.45
23950	Telephone Lineman	20.93

23960	Welder, Combination, Maintenance	19.98
23965	Well Driller	19.98
23970	Woodcraft Worker	19.98
23980	Woodworker	15.32
24000	Personal Needs Occupations	
24570	Child Care Attendant	11.37
24580	Child Care Center Clerk	15.86
24600	Chore Aid	8.86
24630	Homemaker	16.45
25000	Plant and System Operation Occupations	
25010	Boiler Tender	22.20
25040	Sewage Plant Operator	19.52
25070	Stationary Engineer	22.20
25190	Ventilation Equipment Tender	13.85
25210	Water Treatment Plant Operator	19.72
27000	Protective Service Occupations	
	Police Officer	21.76
27004	Alarm Monitor	15.26
27006	Corrections Officer	17.69
27010	Court Security Officer	19.46
27040	Detention Officer	18.29
27070	Firefighter	19.72
27101	Guard I	9.51
27102	Guard II	12.53
28000	Stevedoring/Longshoremen Occupations	
28010	Blocker and Bracer	16.76
28020	Hatch Tender	16.76
28030	Line Handler	16.76
28040	Stevedore I	15.76
28050	Stevedore II	17.78
29000	Technical Occupations	
21150	Graphic Artist	20.52
29010	Air Traffic Control Specialist, Center (2)	29.85
29011	Air Traffic Control Specialist, Station (2)	20.59
29012	Air Traffic Control Specialist, Terminal (2)	22.67
29023	Archeological Technician I	15.52
29024	Archeological Technician II	17.35
29025	Archeological Technician III	21.51
29030	Cartographic Technician	22.87
29035	Computer Based Training (CBT) Specialist/ Instructor	25.84
29040	Civil Engineering Technician	19.56
29061	Drafter I	13.01
29062	Drafter II	16.29

29063	Drafter III	18.30
29064	Drafter IV	22.87
29081	Engineering Technician I	16.15
29082	Engineering Technician II	18.75
29083	Engineering Technician III	22.54
29084	Engineering Technician IV	25.86
29085	Engineering Technician V	31.62
29086	Engineering Technician VI	38.26
29090	Environmental Technician	19.29
29100	Flight Simulator/Instructor (Pilot)	30.54
29160	Instructor	23.97
29210	Laboratory Technician	16.87
29240	Mathematical Technician	23.39
29361	Paralegal/Legal Assistant I	18.38
29362	Paralegal/Legal Assistant II	23.44
29363	Paralegal/Legal Assistant III	28.68
29364	Paralegal/Legal Assistant IV	34.69
29390	Photooptics Technician	22.87
29480	Technical Writer	25.08
29491	Unexploded Ordnance (UXO) Technician I	18.97
29492	Unexploded Ordnance (UXO) Technician II	22.96
29493	Unexploded Ordnance (UXO) Technician III	27.51
29494	Unexploded (UXO) Safety Escort	18.97
29495	Unexploded (UXO) Sweep Personnel	18.97
29620	Weather Observer, Senior (3)	21.32
29621	Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622	Weather Observer, Upper Air (3)	18.30
31000	Transportation/ Mobile Equipment Operation Occupations	
31030	Bus Driver	15.95
31260	Parking and Lot Attendant	8.62
31290	Shuttle Bus Driver	12.94
31300	Taxi Driver	10.99
31361	Truckdriver, Light Truck	12.37
31362	Truckdriver, Medium Truck	15.72
31363	Truckdriver, Heavy Truck	18.40
31364	Truckdriver, Tractor-Trailer	18.40
99000	Miscellaneous Occupations	
99020	Animal Caretaker	9.33
99030	Cashier	8.53
99041	Carnival Equipment Operator	11.78
99042	Carnival Equipment Repairer	12.69
99043	Carnival Worker	7.93
99050	Desk Clerk	9.78
99095	Embalmer	19.04
99300	Lifeguard	9.97
99310	Mortician	22.94

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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