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P.03 |44 |Zof30 APR-17-2003 11:55 50PAPT301012 50PAPT301012 Summary **Total Funding:** \$0.00 FYs Fund Budget Org Sub Object Class Proj/Job No. Sub Reporting Category Program Cost Org Sub Cancelled Fund Division Closed FYs Unit of Line Item Total Cost Number Description Issue **Unit Price** (Includes Discounts) (Start Date to End Date)

Total Cost:

\$0,00

APR-17-2003 11:55 Contract Level Funding Summary

50PAPT301012

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P. Ø4 **26** 8 of 30

\$0.00

Reference Requisition: PROC0300221

Total Funding: \$0.00

B.1 SUPPLIES OR SERVICES

The Contractor shall provide services and materials to maintain and continue implementing enhancements to the ECC and telephony applications for telephone customer services operations within the United States Patent and Trademark Office (USPTO).

B.2 CEILING PRICE

The life cycle of the contract is not to exceed \$2,999,999.00. The Contractor shall not make expenditures or incur obligations in the performance of this Contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

B.3 COST/PRICES

- (a) The Contractor shall provide the services under this Time and Materials contract at the fixed hourly rates identified in Attachment "1" to this contract. The specified fixed hourly rates shall include wages, overhead, general and administrative expenses and profit. A ceiling price will be established for each task order issued, based on an estimated amount of labor required to perform the task. The ceiling price will not change for the task order unless the Contracting Officer gives approval.
- (b) CLIN 002, Supplies required under this Contract shall be provided on a cost reimbursement basis, in accordance with the Contractor's usual accounting procedures, consistent with Part 31 of the Federal Acquisition Regulation.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

The Contractor shall furnish the necessary personnel, materials, equipment, services, and training to continue operating, maintaining, implementing, expanding, and enhancing the Enterprise Call Center (ECC) and related telephone customer service systems for the United States Patent and Trademark Office (USPTO), Customer Information Services (CIS) as outlined in this statement of work. This effort shall be accomplished by individual task orders issued by CIS in accordance with the PTO Office of Procurement task order management procedures.

C. 2 BACKGROUND

On November 7, 1996, the PTO Executive Council accepted for implementation a recommendation by Booz-Allen & Hamilton (See report titled <u>Telecommunication Operational Alternatives</u>) to expand the original General Information Services (GIS) call center and infrastructure to include telephone customer service points throughout the PTO. Booz-Allen recommended that PTO consolidate its physically separate customer call centers and install an Enterprise Call Center (ECC) using state-of-the-art call center technology including Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Computer-Telephony Integration (CTI) and fax-on-demand.

Call Center and Marketing Services (CCMS), an office of the Customer Information Services (CIS), is implementing the Booz Allen recommendations, for PTO. General Information Services (GIS), a program reporting to CCMS, is PTO's largest provider of call center services to external customers. CIS funded the largest portion of the ECC project. The Office of Administrative Services (OAS) and other offices with customer service environments provided the remainder of the funding for the ECC infrastructure. Requirements studies were performed for the Trademarks Assistance Center (TAC), Patent Assistance Center (PAC)/Petitions and the Chief Information Officer (CIO) Help Desk as each organization considered participating in the enterprise system. TAC, PAC/Petitions and the CIO Help Desk were requested to provide funding for their individual agent stations, management reporting software, communications equipment to connect to the central ECC, training, and costs to modify CIS's Call Center Information System (CCIS) if required. CCIS provides call tracking and order entry capability.

The ECC is being implemented in phases. During Phase 1, the ECC infrastructure was installed. The ECC infrastructure includes a Rockwell Automatic Call Distributor (ACD) and Periphonics Interactive Voice Response (IVR). The ACD automatically manages call flows and creates management information. The IVR provides telephone customer access to information and order capability, 7 days a week, 24-hours a day.

During Phase 1, the following PTO organizations were added to the ECC:

- General Information Services
- Patent Assistance Center
- Trademark Assistance Center
- CIO Help Desk
- Call Center and Marketing Services
- Systems Integration, Inc. (backup call center and transcriptions)

In follow-on phases, other PTO telephone customer service organizations will be added to the ECC and the ECC infrastructure will be enhanced to include Internet access to the IVR applications, Internet, E-mail, Periphonics' Computer -Telephony Integration (CTI), fax-on-demand capability, and other new technologies.

C.3 SCOPE

The Contractor shall continue implementing the ECC and telephony applications for other PTO areas with telephone customer service operations. The Contractor shall utilize state-of-the-art telephony and computer technologies to design, develop, integrate, and implement telephone customer service systems, which will provide PTO's customers with easy, convenient, and speedy access to PTO-provided information and services.

- 3.1 The needs and requirements for all projects and tasks performed under this contract shall be defined by the government.
- 3.2 The Contractor shall plan and implement follow-on phases of the ECC. During follow-on phases, customer access shall be expanded to include Internet and fax-on-demand services, CCIS shall be enhanced, and additional technologies shall be implemented including Computer-Telephony Integration (CTI) and fax-on-demand.
- During the follow-on phases, the Contractor shall follow PTO's Life Cycle Management (LCM) and Technical Standards Guidelines (TSG) and will complete all reviews and documentation required by the Technical Review Board (TRB) for ECC components interfacing with PTOnet or the Enterprise PC Workstations. The Contractor shall coordinate with PTO and other contractors to complete the required LCM documentation, including Concept Briefings, Project Schedules, Requirements Statements, Requirements Specifications, Logical Design Documents, Technical Design Documents, QA Plans, Configuration Management Plans, Requirements Traceability Matrix, Economic Feasibility, Test Document, Operational Support Plans, etc.
- 3.4 The Contractor shall evaluate other areas of telephone customer service operations within PTO which are presently not being addressed and design, develop, integrate, and implement telephone customer service systems that provide customers with improved access to PTO-provided information and services in those areas in accordance with the spirit of Booz Allen.
- 3.5 The Contractor shall perform as a technical architect/systems integrator to ensure that the various telephone system components are properly integrated into a total systems solution, and to ensure that there are no missing or incompatible pieces. The Contractor shall produce studies, analysis, system designs, and documentation as tasked.
- 3.6 The overall business objective shall be to create a totally integrated telephone customer service environment that advances PTO's customer service mission by providing increased self-service options for telephone customers, reducing customer response time, increasing staff productivity, reducing the costs of customer support, reducing training time, providing more consistent service, and increasing customer satisfaction.
- 3.7 The Contractor shall provide experience and expertise in the full range of complex technologies required to automate PTO's telephone customer service environment: i.e., WITS telephony services (ISDN, ANI, DNIS, etc.), Rockwell Automatic Call Distributors (ACD), Rockwell Remote Extend Centers, Periphonics Interactive Voice Response (IVR), Periphonics Computer Telephony Integration (CTI), Octel voice mail, Periphonics fax processing, Periphonics PeriWeb, artificial intelligence/knowledge bases, client/server programming using Visual Basic on Pentium

PCs running Windows NT Workstation 4.0, Oracle 7 database on a HP-9000, Microsoft Windows NT Server 4.0-based networking, etc. The Contractor shall have implemented an Enterprise Call Center with a central site and four or more remote sites. The Enterprise Call Center shall have supported at least 180 agents and 1.5 million calls per year.

- 3.8 The Contractor shall provide equipment, materials, and supplies as tasked to perform the services of this Contract.
- 3.9 The Contractor shall provide office space, renovations, equipment, and furniture as tasked to perform the services of this Contract.
- 3.10 Support services shall be provided on a task order basis. The Government will issue task orders against this Contract, identifying the specific services requested. The Contractor will respond to task orders with a work plan, identifying services to be provided, labor categories, labor hours required to complete the task(s), work schedule, and deliverables. In this initiative, the Contractor shall propose a broad range of labor categories to support a potentially broad range of tasks.

C.4 TECHNICAL APPROACH

The Contractor shall assist CCMS in continuing the implementation of the ECC and related telephone customer service systems by preparing documentation; designing; developing, and testing software; integrating COTS; migrating data from existing systems; supporting the transition to production; and maintaining, enhancing, and expanding the production system. The Contractor shall follow PTO's Life Cycle Management, and Technical Standards Guidelines for system components interfacing to PTOnet and/or the Enterprise PC Workstations. The ECC and related telephone customer service systems shall be designed and developed using the framework of standards, services, interfaces, data formats, and protocols defined in the design documents and/or as defined by industry standards. Periodic technical and management reviews shall be held between the Contractor and the PTO. The ECC and related telephone customer service systems shall be implemented so as to ensure that the systems can be properly maintained once operational. Implementation will not begin until the project plans, requirements, and design are accepted by the PTO Project Manager.

4.1 Review and Coordination

To ensure that the ECC and related telephone customer service systems comply with the technical standards of the PTO and can be interfaced with other systems, the requirements and design shall be reviewed by PTO. PTO will appoint a Development Manager who will work with the Contractor's Project Manager to ensure that the standard Life Cycle Management (LCM) guidelines are followed for system components interfacing to PTOnet and/or the Enterprise PC Workstations. Periodic technical and management reviews shall be held.

4.2 Standards and Guidelines

Life Cycle Management for Automated Information Systems Manual, PTO, July 1995 (PTO LCM) CIO Technical Systems Guidelines (CIO-TSG)

Current and Planned PTO Information Technology Infrastructure

Department of Commerce Automated Information Systems Security

Program Handbook

GAO Guidelines Pertaining to the CFO ACT, Including, Evaluating Internal Controls in Computer-based Systems

OMB Circulars, including, but not limited to: A-123, A-127, A-130, and OMB Bulletin No. 90-08

PTO Technical Reference Model

PTO Data Administration Division Guidance (Data Element Naming Standards)

Special NIST publications, including 500-19, Audit and Evaluation of Computer Security, 500-57, Audit and Evaluation of Computer Security II: System Vulnerabilities and controls Strategic Information Technology Plan for Fiscal Years 1996-200 1. Page 6-24, Section 6. 1. 11

4.3 Tasks/Technical Requirements

4.3.1 Project Management

Throughout the project life cycle effort, the Contractor shall provide project management support for reviewing and providing comments on completed studies, analyses, documentation, and activities.

4.3.2 Status Reports

The Contractor shall prepare monthly and quarterly status reports. The status reports shall describe tasking accomplished and provide the level of effort expended by task and subtask (i.e., hours used to date). This information will be used by PTO to monitor contractor performance. The Contractor shall keep the Contracting Officer's Technical Representative (COTR) informed about all project activities on a daily basis.

C.5 REQUIREMENTS

- 5.1 The Contractor shall operate, maintain, and administer the Automatic Call Distributor (ACD) system installed in Phase 1. The Contractor shall provide support services as requested to oversee the maintenance activities performed by the ACD vendor, review the ACD hardware/software configuration, recommend changes/enhancements, process change orders, setup new ACD groups, modify system parameters (call routing algorithms, overflow rules, etc.), coordinate training, etc.
- 5.2 The Contractor shall operate and administer the Interactive Voice Response (IVR) system installed in Phase 1. The Contractor shall plan, design and implement new IVR applications as identified which advance PTO's telephone customer access to products and services. The Contractor shall provide support services as requested to oversee the maintenance activities performed by the IVR vendor, review the IVR hardware/software configuration, recommend changes/enhancements, process change orders, coordinate training, etc.
- 5.3 The Contractor shall add other PTO telephone customer service organizations to the ECC as tasked, which may include, but not be limited to, the Office of Petitions, PCT, Assignments, Certifications, Human Resources, Finance, and OEIP. The Contractor shall: 1) perform a Requirements Analysis, if required, 2) identify changes to the ECC hardware/software configuration, 3) process change order(s) with the ACD and/or IVR/CTI vendors, 4) coordinate facilities work if required, 5) coordinate new telecommunications circuit installation if required, 6) schedule equipment installation, 7) coordinate equipment installation, 8) coordinate training, 9) coordinate testing, and 10) manage the cut over.
- The Contractor shall provide on-going systems administration and maintenance support for the ECC. The Contractor shall staff and operate a service desk with hours necessary to meet the ECC customer's needs. Systems maintenance support, via the service desk, shall include responding to calls for service from GIS, PAC, TAC, CIO Help Desk, CCMS, and other call centers added to the ECC; fixing problems; and coordinating remote and on-site support from the ACD and/or IVR vendor's support centers and field service personnel, as required. The Contractor's Systems Administrators support shall include day-to-day monitoring of system activities, analysis of system utilization and resources, capacity planning, performance tuning, coordination of vendor upgrades/fixes to the system, adding/deleting users from the system, generation of system reports, etc. Summary Data on the Service Desk activities and the operation of the system shall be reported to the COTR on a monthly basis.
- 5.5 The Contractor shall continue to maintain and enhance the Call Center Information System (CCIS). The Contractor shall modify CCIS for other telephone customer service operations as tasked. The Contractor shall continue enhancing CCIS by adding new functionality as tasked. The Contractor shall provide on-going systems administration and maintenance for CCIS. The

Contractor shall upgrade/convert CCIS to remain compatible with any changes to the PTOnet and Enterprise PC Workstation hardware and operating system environments.

- The Contractor shall develop new IVR telephony applications for PTO telephone customer service organizations participating in the ECC. The Contractor shall meet with personnel from the PTO organization to become familiar with goals, objectives, and critical success factors. The Contractor shall become familiar with the PTO organization's environment through review of project documentation, including missions, organizations, and personnel; functions; requirements; plans; policies; data processing environments; applications; and information security problems. The Contractor shall follow industry life cycle management, PTO's Technical Standards Guidelines, and technical review process in developing new IVR telephony applications.
- The Contractor shall plan, design, and implement Computer-Telephony Integration (CTI) capabilities for the ECC to provide "screen pops" and other integrated voice-data functions. This includes using Automatic Number Identification (ANI) from the telephone network to identify the caller and using CTI, Visual Basic, and Oracle software on the Customer Service Representative's PC workstations to search a customer database, retrieve the caller's record (if any), and present the caller's customer record and voice call to the agent. The Contractor shall be required to coordinate closely with CIO organizations responsible for providing ECC access to and use of PTOnet resources. The Contractor shall be required to develop a project implementation plan that includes completion of CIO's LCM review and documentation process.
- The Contractor shall plan, design, and implement an Internet interfaced e-mail response system and other Internet access capabilities for the ECC to provide customers with Internet access to IVR telephony applications. Web access will be provided by Periphonic's PeriWeb product. PeriWeb allows customers to access voice applications developed for the IVR (e.g., the Automated Message System and Fax-on-demand) using their Internet browser software. The work to be completed includes designing and developing an Internet page to be integrated into PTO's existing Internet Home Page, with the PTO Webmaster, and integrating the PeriWeb software with the existing PTO Internet Home Page site software. The Contractor shall develop new Internet applications as tasked such as providing e-mail access for customer support, accepting customer questions through the Internet, and distributing customer service communications. The Contractor shall be required to coordinate closely with CIO organizations responsible for the Home Page site and with the PTO Webmaster. The Contractor shall be required to develop a project implementation plan that includes completion of CIO's LCM review and documentation process.
- The Contractor shall plan, design, and implement fax-on-demand capabilities for the ECC to provide automated 24-hour access to PTO documents and forms using a touch-tone telephone. The work to be completed includes performing an analysis to identify the documents to be made available through fax-on-demand, identifying the amount of required on-line IVR storage, and converting the documents to a standard electronic format. Once the requirements have been identified and documented, an IVR fax-on-demand application shall be developed using Periphonic's PeriProducer software and the fax-on-demand capabilities of the Periphonics IVR. The Contractor shall be required to coordinate closely with CIO organizations responsible for providing fax-on-demand capabilities for PTOnet. There is an on-going CIO project to provide fax-on-demand capabilities from PC workstations for internal PTO personnel. The Contractor shall be required to develop a project implementation plan that includes completion of industry-standard life cycle management review and documentation processes.
- 5.10 The Contractor shall plan, design, and implement knowledge-based capabilities for the ECC to

provide Customer Service Representatives with access to answers to common questions and solutions to common problems. The system should guide the Customer Service Representative to already resolved problems stored in a knowledge base, and answers to informational questions stored in documents. The Customer Service Representative should be able to enter questions/problems in free text form, or using boolean operators, and the system should prompt the Customer Service Representative through a series of questions until the right answer/solution

is found. The Contractor shall be required to coordinate closely with CIO organizations responsible for knowledge-based systems on Enterprise PC Workstations. The Contractor shall be required to develop a project implementation plan that includes completion of CIO's LCM review and documentation process.

- 5.11 The contractor shall provide support for the following USPTO activities:
 - The migration of Enterprise Contact Center (ECC) 2.0 to ECC 3.0 and decommissioning ECC 2.0
 - The integration and support for the recently selected Customer Relationship Management (CRM)
 package
 - The integration and support for the recently selected Nortel PBX
 - The relocation of ECC to the new USPTO campus at Carlyle in Alexandria, VA
 - The complete support to USPTO's ECC business centers located at both Carlyle and Crystal City, VA, as needed,
 - The expertise to research and incorporate new technologies into the existing ECC infrastructure. Recent technologies included VoIP, Speech Recognition and Synthesizer.
- The Contractor shall assist USPTO in researching and incorporating new computer and telephony technologies into the existing ECC infrastructure. These new technologies cannot be identified at this time. The Contractor shall continuously review the technical literature and become familiar with new products as they are introduced into the marketplace. The Contractor shall assess the feasibility and determine the cost/benefits of integrating the new technologies into the CIS customer service environment as tasked. Wherever possible, the Contractor shall protect the PTO's existing investment in current technologies while integrating new technologies to develop a total solution.
- 5.13 The Contractor shall review existing telephone customer service operations within PTO to identify other areas of automation that are presently not being addressed. These shall include, but not be limited to: access to on-line reference material (e.g., PALM/TRAM), additional training required, additional resources, and the setup of test workstations to demonstrate feasibility of enhanced Customer Service Representative capabilities.
- 5.14 The Contractor shall provide support in developing presentations and demonstrations for management.
- 5.15 The Contractor shall supply hardware, software, and materials as tasked in support of the above projects. This shall include specialized services such as professional voice talents and professional recording studios. This shall include vendor recommended software upgrades and PTO-required software upgrades (e.g., to meet PTO/CIS/CIO security standards and Year 2000 compliance).
- 5.16 The Contractor shall provide training services to PTO personnel and supply vendor provided training as tasked in support of the above projects.
- 5.17 The Contractor shall travel to vendor facilities, trade conferences, other PTO/agency offices as required in support of the above projects.
- 5.18 The contractor shall supply all information and data resulting from product evaluation and design phases, with recommendations as appropriate, of tasks and projects to the government. Final design and product decisions will be made by the government.

SECTION D - PACKAGING AND MARKING

D.1 PACKING FOR DOMESTIC SHIPMENT

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

D.2 MARKING DELIVERABLES

Packing, labeling and marking of items to be delivered under this Contract must comply with the Statement of Work and with instructions provided by the Contracting Officer's Technical Representative.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

http://farsite.hill.af.mil/

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

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

http://farsite.hill.af.mil/

Clause	Title	Date
52.242-15	Stop-Work Order	August 1989
52.242-17	Government Delay Of Work	April 1984
52.247-34	F.O.B. Destination	November 1991

F.2 PROGRESS REPORTING

The Contractor shall submit a progress report monthly covering work accomplished during that period of the Contract performance. The progress report shall be brief and factual and shall be prepared in accordance with the following format.

- (a) A cover page containing:
 - (1) Contract number and title;
 - (2) Type of report, sequence number of report, and period of performance being reported;
 - (3) Contractor's name and address;
 - (4) Author(s); and
 - (5) Date of report
- (b) SECTION I An introduction covering the purpose and scope of contract effort. This shall be limited to one paragraph in all but the first and final report's narrative.
- (c) SECTION II A description of overall progress plus a separate description for each task or other logical segment of work on which effort was expended during the report period. Description shall include pertinent data and/or graphs in sufficient detail to explain any significant results achieved.
- (d) SECTION III A description of current technical or substantive performance and any problem(s), which may impede performance along with, proposed corrective action.
- (e) SECTION IV A planning schedule shall be included with the first progress report for all assigned tasks required under the Contract, along with the estimated starting and completion dates for each

task. The planning schedule shall be updated and submitted with each subsequent technical progress report. An explanation of any difference between actual progress and planned progress, why the differences have occurred, and --- if behind planned progress --- what corrective steps are planned.

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

F.3 IDENTIFICATION OF CONTRACT DELIVERABLES

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

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

F.4 REPORTS

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

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

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

F.5 DELIVERY LOCATION

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

By U.S. Postal Service

Cheryl Brumm

OPIS - GENERAL INFORMATION SERVICES DIVISION

Crystal Park 3 2231 Crystal Drive

United States Patent and Trademark Office (USPTO)

Washington, DC 20231

By other than U.S. Postal Service

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F.6 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

Martin Luther King, Jr.'s Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

January 1

Third Monday in January

Third Monday in February

Last Monday in May

July 4

First Monday in September Second Monday in October

November 11

Fourth Thursday in November

December 25

The Contractor shall comply with the aforementioned Government holidays. Therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed.

F.7 PERIOD OF PERFORMANCE

The period of performance of this contract is as follows:

CONTRACT PERIOD

PERIOD OF PERFORMANCE

Base Period

Effective date of contract through September 30, 2003

Option Period 1

October 1, 2003 through September 30, 2004

Option Period 2

October 1, 2004 through January 31, 2005

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

(1) Contracting Officer's Technical Representative

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

(2) Contracting Officer

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

G.2 CONTRACTING OFFICER'S AUTHORITY

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

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

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

NAME:

Mark Clayburn

ADDRESS:

U.S. Patent and Trademark Office Office of Acquisition Management

Crystal Park 3, Suite 441, Room #5

2231 Crystal Drive

Arlington, VA 22202

PHONE NO .:

(703) 305-8577

- (b) The COTR may be changed at any time by the Government without prior notice to the Contractor, but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.
- (c) The responsibilities and limitations of the COTR are as follows:
- (1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for her by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.4 TYPE OF CONTRACT

The Government is awarding a Time and Materials contract. The Contractor shall perform the work under CLINs 0001 - 0010 in accordance with task orders that will be issued by the PTO. NOTE: CLIN 002 is subject to cost reimbursement.

G.5 TASK ORDERS

- (a) The Contractor shall perform work under this Contract as specified in written task orders issued by the Contracting Officer.
- (b) Each task order will include (1) a numerical designation, (2) the estimate of required labor hours,
- (3) the period of performance and schedule of deliverables, (4) the description of the work, and (5) identification of the period (base, option period, etc.) to which the task order is to be charged if the Contract includes overlapping option periods.
- (c) (1) The Contractor shall acknowledge receipt of each task order by returning to the Contracting Officer a signed copy of the task order within one (1) calendar day after its receipt. The Contractor shall begin work immediately upon receipt of a task order.
- (2) Within five (5) calendar days after receipt of a task order, the Contractor shall submit a work plan to the Contracting Officer's Technical Representative and to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.
- (3) Within five (5) calendar days after receipt of the 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 stop work on that task order. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.
- (d) 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. Where any language in the delivery orders or task orders suggest a change to the terms or conditions of this contract, the Contractor shall immediately notify the Contracting Officer.

G.6 ORDERING--CONTRACTOR RESPONSIBILITIES

- (a) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Contracting Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.
- (b) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, the Contractor shall promptly notify the Contracting Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.
- (d) Each task order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) calendar days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Contracting Officer.

G.7 GOVERNMENT-FURNISHED DATA

- (a) The Government shall deliver to the Contractor the Government-furnished data described in the Contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this Contract in accordance with the "Changes" clause when:
- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished data shall remain with the Government.
- (C) The Contractor shall use the Government-furnished data only in connection with this Contract.

G.8 GOVERNMENT-FURNISHED PROPERTY

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

Item No.

Description

Quantity

Delivery Date

(See Attachment "3" under this contract)

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

G.9 INVOICES

- (a) Invoices (original and four copies) shall be submitted to the Government Office designated in the Contract or to the address on the task orders designated to receive invoices. To constitute a proper invoice, each invoice submitted must include the following information and attached documentation:
- (1) Name of business concern, invoice number and invoice date.
- (2) Contract number and task order number, or other authorization for delivery of property or services.
- (3) Description, 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 which 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 requested.
- (c) Invoices shall be submitted on a monthly basis after such time as all of the products or services ordered under the corresponding task order have been inspected, accepted, and delivered, for that month.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ORGANIZATIONAL CONFLICT OF INTEREST

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

H.2 OVERTIME

Unless otherwise provided in this contract, the Contractor shall not perform any overtime work under or in connection with this contract without specific, prior, written approval from the USPTO System Development Manager (SDM) or his/her immediate supervisor.

H.3 KEY PERSONNEL

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

AK BOROUGH Program Manager
RICHARD OKYERE-FOSU Task Leader 3
JOHN OLIVER Task Leader 2
SUZANNE LACEY Task Leader 1
JEFF LININGER ACD/IVR Sys Adv

JEFF LININGER ACD/IVR Sys Admin 5
MICHAEL HALSTON ACD/IVR SYS ADMIN 5
Bakul Viradia Senior Programmer/Analyst 5
Archana Goyal Senior Computer Analyst 3

- (b) During the first ninety- (90) calendar 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 calendar 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. Contractor shall immediately notify the Contracting Officer.

H.6 RESTRICTIONS AGAINST DISCLOSURE

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

H.7 SECTION 8(a) DIRECT AWARD

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated May 6, 1998, between the Small Business Administration (SBA) and the Department of Commerce. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U.S. Small Business Administration Baltimore District Office 10 South Howard St. Suite 6220 Baltimore, MD 21201

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the

SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

- (c) The 8(a) Contractor agrees that-
- (1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and
 - (2) It will adhere to the requirements of 52.219-14, Limitation on Subcontracting.

(End of clause)

H.8 ADVERTISING OF AWARD

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

H.9 NOTICE TO THE GOVERNMENT OF DELAYS

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

H.10 52.217-08 OPTION TO EXTEND SERVICES

NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

H.11 SECTION 508 OF THE REHABILITATION ACT OF 1973 COMPLIANCE

In accordance with Section 508, Subsection 508 (a)(3), the USPTO requires that all Electronic Information Technology ("EIT"), as that term is defined at FAR 2.101, delivered under this contract comply with the applicable EIT technology accessibility standards issued by the Architectural and Transportation Barriers Compliance Board set forth at 36 CFR Part 1194.

H.12 IT SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES

- a) This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to USPTO's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.
- b) Within 30 days of contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed:
 - 1) USPTO IT Security User Awareness Training
 - 2) Annual IT Security training in USPTO IT Security policies, procedures, computer ethics, and best practices (when available).

The contractor may use web-based training as available from USPTO to meet these requirements. For contracts extending beyond one year, the Contractor shall certify in writing to the COTR within the first 30 days of each contract or option year subsequent to the award year that its employees, in performance of the contract, have completed annual IT Security User Awareness training in accordance with USPTO requirements.

- c) All Contractor employees are expected to comply with USPTO's IT Security policies.
- d) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause

(End of clause)

SECTION I - CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

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

Clause	Title	Date
52.202-01	Definitions	December 2001 -
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-07	Anti-Kickback Procedures	July 1995
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.215-02	Audit and RecordsNegotiation	June 1999
52.215-08	Order of PrecedenceUniform Contract Format	October 1997
52.217-09	Option To Extend The Term Of The Contract	March 2000
52.219-08	Utilization of Small Business Concerns	October 2000
52.222-01	Notice To The Government Of Labor Disputes	February 1997
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.223-06	Drug Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	October 2000
52.225-13	Restrictions on Certain Foreign Purchases	July 2000
52.227-14	Rights in DataGeneral	June 1987
52.232-07	Payments Under Time-And-Materials And Labor Hour Contracts	February 2002
52.232-17	Interest	June 1996
52,232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	February 2002
52.232-34	Payment by Electronic Funds TransferOther than Central Contractor Registration	May 1999
52.233-01	Disputes	December 1998
52.233-03	Protest After Award	August 1996
52.242-03	Penalties for Unallowable Costs	May 2001
52.242-13	Bankruptcy	July 1995
52.243-03	ChangesTime-And-Material Or Labor-Hours	September 2000
52.249-06 Alt IV	Termination (Cost Reimbursement) - Alternate IV	September 1996
52.249-14	Excusable Delays	April 1984
52.253-01	Computer Generated Forms	January 1991

Clause	Title	Date
52.215-19	Notification of Ownership Changes	October 1997
52.216-7*	Allowable Cost and Payment	December 2002
52.216-11*	Cost Contract No Fee	April 1984
52.219-14	Limitations on Subcontracting	December 1996
52.222-3	Convict Labor	August 1996
52.222-20	Walsh-Healey Public Contracts Act	December 1996
52.222-41	Service Contract Act of 1965, as Amended	May 1989
52.223-10	Waste Reduction Program	August 2000
52.225-13	Restriction on Certain Foreign Purchases	July 2000
52.227-1	Authorization and Consent	July 1995
52.232-1	Payments	April 1984
52.229-4	Federal, State, and Local Taxes (Noncompetitive Contract	January 1991
52.232-18	Availability of Funds	April 1984
52.232-33	Payment by Electronic Funds TransferCentral Contractor Registration	May 1999
52.242-1*	Notice of Intent to Disallow Costs	April 1984
52.243-1	Changes Fixed Price	August 1987
52.245-1	Property Records	April 1984
52.245-5	Government Property (Cost-Reimbursement, Time-and- Material, or Labor-Hour Contracts)	January 1986
52.246-3*	Inspection of Supplies Cost-Reimbursement	May 2001
52.249-2	Termination for Convenience of the Government (Fixed-Price)	September 1996
52.249-8	Default (Fixed-Price Supply and Service)	April 1984
52.251-1	Government Supply Sources	Apr 1984

Note: *Applies to the cost reimbursement CLIN 0002 only.

I.2 52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR JANUARY 1997 ILLEGAL OR IMPROPER ACTIVITY

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may-
- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which--
- (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--
- (A) Exchanging the information covered by such subsections for anything of value; or
- (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
- (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.
- I.3 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY

JANUARY 1997

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be-
- (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
- (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
- (3) For cost-plus-award-fee contracts--
- (i) The base fee established in the contract at the time of contract award;
- (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
- (4) For fixed-price-incentive contracts, the Government may-
- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
- (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

I.4 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL JUNE 1997 TRANSACTIONS

- (a) Definitions.
- "Agency," as used in this clause, means executive agency as defined in 2.101.
- "Covered Federal action," as used in this clause, means any of the following Federal actions:
- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- "Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.
- "Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
- "Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
- "Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:
- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.
- "Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an
- Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

- (1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.
- (3) The prohibitions of the Act do not apply under the following conditions:
- (i) Agency and legislative liaison by own employees.
- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
- (B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
- (E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.
- (ii) Professional and technical services.
- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--
- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

- (D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.
- (E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.
- (c) Disclosure.
- (1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.
- (2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--
- (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
- (d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.
- (e) Penalties.
- (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
- (f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.
- I.5 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS

MAY 2002

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in the clause at 52,202-1, Definitions.

- "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

- I.6 52.217-9 Option to Extend the Term of the Contract (Mar 2000)
- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract completion; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 21 months.

SECTION J - LIST OF ATTACHMENTS

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

Attachment "1" - Section B Contract Line Item Number (CLIN) Pricing

Attachment "2" - Enterprise Call Center Hardware/Software Environment - Phase I

Attachment "3" - List of Government Furnished Property

Attachment "4" - Wage Determination No. 1994-2103, Revision No. 28, Dated October 4, 2002

SCHEDULE OF PRICES - BASE CONTRACT PERIOD

Period of Performance:

Effective date of contract through September 30, 2003

TEM Š

DESCRIPTION OF SUPPLIES

LABOR CATEGORY

EXEMPT EMPLOYEES BURDENED HOURLY OVERTIME LABOR RATE FOR NON-BURDENED HOURLY LABOR RATE

*FULLY

**ESTIMATED AMOUNT \$ 1,000,000.00

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Call Center (ECC) and related telephone customer with necessary material, equiment, services, The contractor shall furnish the Government training and personnel to operate, maintain, expand, enhnce and implement Enterprise service systems for the USPTO

ADMINISTRATIVE ASSISTANT COMP SYSTEMS ANALYST 3 COMP SYSTEMS ANALYST 3 COMP SR PROGRAMMER 3 COMP SR PROGRAMMER 2 COMP SR PROGRAMMER 2 COMP JR PROGRAMMER 5 COMP PROG/ANALYST 5 COMP PROG/ANALYST 4 ACD/IVR SYS ADMIN 5 ACD/IVR SYS ADMIN 2 ACD/IVR SYS ADMIN 5 ACD/IVR SYS ADMIN 1 PROJECT MANAGER **FECH WRITER 5** TASK LEADER 1 TASK LEADER 3 **TECH WRITER 3** TASK LEADER 2

\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

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> (These supplies will be listed on individual Task Orders and procured on a cost reimbursement basis) Necessary Supplies 0002

* Overtime shall be paid in accordance with clause H.2 under the subject contract.

** Total estimated cost for base year.

SCHEDULE OF PRICES - OPTION PERIOD ONE

Period of Performance:

From October 1, 2003 through September 30, 2004

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DESCRIPTION OF SUPPLIES

LABOR CATEGORY

EXEMPT EMPLOYEES OVERTIME LABOR RATE FOR NON-HOURLY LABOR RATE

BURDENED HOURLY

BURDENED

*FULLY

**ESTIMATED AMOUNT

\$ 1,000,000.00

ADMINISTRATIVE ASSISTANT

COMP SYSTEMS ANALYST 3

Call Center (ECC) and related telephone customer

service systems for the USPTO

with necessary material, equiment, services,

training and personnel to operate, maintain, expand, enhnce and implement Enterprise

The contractor shall furnish the Government

0001

COMP SR PROGRAMMER 3

FECH WRITER 5

ACD/IVR SYS ADMIN 2

PROJECT MANAGER

COMP SYSTEMS ANALYST 3 COMP PROG/ANALYST 4 ACD/IVR SYS ADMIN 5 ACD/IVR SYS ADMIN 5 TASK LEADER 1

COMP SR PROGRAMMER 2 TASK LEADER 3 TASK LEADER 2

COMP JR PROGRAMMER 5

COMP SR PROGRAMMER 2 TECH WRITER 3

COMP PROG/ANALYST 5 ACD/IVR SYS ADMIN 1

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> (These supplies will be listed on individual Task Orders Necessary Supplies 0002

and procured on a cost reimbursement basis)

^{*} Overtime shall be paid in accordance with clause H.2 under the subject contract.

^{**} Total estimated cost for option period one.

SCHEDULE OF PRICES - OPTION PERIOD TWO

Period of Performance:

From October 1, 2004 through January 31, 2005

ITEM ġ

DESCRIPTION OF SUPPLIES

LABOR CATEGORY

EXEMPT EMPLOYEES BURDENED HOURLY OVERTIME LABOR RATE FOR NON-BURDENED HOURLY LABOR RATE

**ESTIMATED AMOUNT

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999,999.00

COMP SR PROGRAMMER 3 ACD/IVR SYS ADMIN 2 PROJECT MANAGER **TECH WRITER 5**

ADMINISTRATIVE ASSISTANT COMP SYSTEMS ANALYST 3 ACD/IVR SYS ADMIN 5

Call Center (ECC) and related telephone customer

service systems for the USPTO

The contractor shall furnish the Government with necessary material, equiment, services,

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training and personnel to operate, maintain, expand, enhnce and implement Enterprise COMP SYSTEMS ANALYST 3 COMP PROG/ANALYST 4 TASK LEADER 1

ACD/IVR SYS ADMIN 5 FASK LEADER 3

COMP SR PROGRAMMER 2 TASK LEADER 2

TECH WRITER 3

COMP SR PROGRAMMER 2 COMP JR PROGRAMMER 5 COMP PROG/ANALYST 5 ACD/IVR SYS ADMIN 1

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> Necessary Supplies 0002

(These supplies will be listed on individual Task Orders and procured on a cost reimbursement basis) * Overtime shall be paid in accordance with clause H.2 under the subject contract.

** Total estimated cost for option period two.

ENTERPRISE CALL CENTER HARDWARE/SOFTWARE ENVIRONMENT

The PTO Enterprise Call Center (ECC) consists of an Automatic Call Distributor (ACD) telephone system, Interactive Voice Response (IVR) system, Computer Telephony Integration (CTI) system, agent/supervisor PC workstations, interface to a Octel Voice Messaging System, and related telephone service systems. The following summarizes the ECC hardware/software environment:

Automatic Call Distributor

Rockwell Spectrum ACD

Located in the ECC, Crystal Plaza 1, Room 2C02 Common Control Equipment

- Redundant Control Shelf (RCS)
- Digital Audio Source (DAS) Cards
- Peripheral Data Interface (PDI) Cards
- Basic Rate Line (BRL) Cards
- Spectrum Redundancy
- Spectrum 5.1.0 Redundant Software

Agent/Supervisor Positions

- Convergence
- SpectraView Consoles
- Console Headsets/Handsets and Amplifiers
- Productivity Suites (Total Recall Reports and Real-Time Display Manager)

Network Interfaces

- ISDN Primary Rate Interface (PRT) Cards
- Digital Port T1 (DPT) Cards
- DS1 Port (DPX) Cards
- Analog Interface Cards (AIC)

ACD Mail

Call Center: InfoServer

Total Recall Reports Servers

Remote Maintenance System (RMS)

Infoview Control System (ICS)

ExtendCenter Remote Service

MasterView Message Display Unit (MDU)

Application Telescripts

Interactive Voice Response

Periphonics VPS Model 9500 Voice Response System Located in the ECC, Crystal Plaza 1, Room 2C02 96 digital ports

Internal 4MM Tape Drive

Audio Tape input feature for VPS 7XXX/9XX series Four channel discrete speech recognition

Fax phone line controller - 8 ports

Lexmark Postscript Printer

Two channel module for text to speech synthesis

Quad S-Bus Ethernet Controller

Perview System Server

9GB Speech disk storage drives

VPS/is Model 7000 Tower System

SPARC 5 Workstation (2.1 GB)

External Modems (28.8/33.6) External Tape Drives, 4MM

Computer Telephony Integration
Periphonics Call Sponsor/500 Server
Located in the ECC, Crystal Plaza 1, Room 2C02
Call Sponsor/Desktop Clients

Telephone Network Services

Nine (9) ISDN PRIs, provided by WITS Non-ISDN T1 lines to Remote Call Centers (TAC, PAC, CIO, OPR, CCMS, Backup Call Center) and Octel, provided by Bell Atlantic Automatic Number Identification (ANI) Dialed Number Identification Service (DNIS) Direct Inward Dial (DID)

Agent/Supervisor PC Workstations
Micron Pentiums, 200-300 MHz
32-64 MB RAM
Windows NT Workstation 4.0
Connected to agency-wide PTOnet (Ethernet LAN, TCP/IP)

External Voice Mail Messaging System
Octel used for personal voice mail
Octel located in Crystal Park 1
T1 tie line from Rockwell Spectrum to Octel with SMDI link

ECC User Groups/Number of Positions
General Information Services (GIS), 15 positions, Crystal Plaza 1
Patent Assistance Center (PAC), 3 positions, Crystal Park 1
Trademark Assistance Center (TAC), 11 positions, South Tower
CIO Help Desk, 35 positions, Crystal Park 2
Office Public Records (OPR), 26 positions, Crystal Gateway 4
Call Center and Marketing Services (CCMS), 3 positions, Crystal
Park 3
Backup Call Center, 8 positions, Crystal Plaza 3

Call Center Information System

Client/server application developed by contractor for ECC Developed in Microsoft Visual Basic 4.0 Performs order entry and call tracking/reporting functions Stores order/customer data in back-end Oracle 7 database (running on HP 9000/HP-UX)

Inventory of GFE allocated to ECC Contract:

(In addition to attached Property Custodian Listing)

20 Desks/workstations

35 Misc. chairs

10 Tables

3 white boards (wall hanging)

I flip chart

1 Swintec 7000 typwriter

DOC # CD 0000443764

PTO # CFGP 100102631

1 Xerox 5837 copier

DOC # CD 0000846038

PTO # CFGP 100103332

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CLAYBURN, MARK
OFFICE OF ACQUISITION MANAGEMENT DIVISION, OPERATIONS AND MAINTENANCE ACQUIONOR OCIO 'roperty Custodian: Area of Responsibility:

es	CD# WKS	S Type	Item (Manufacturer/Model/Version)	Serial Number	Updated CRP
RG0000 F19074 F	Ustradie Riacik Francischer Schallen	GON, SAPRINA EL SATA (FOS) EL CRES	8.3916an & France Device Name 77.75	Sains — Sains Deblor	e de la companya de l
	CD0000841283 CD0000861698 CD0001227846	MONITOR PRINTER CPU	HITACHI/ELITE802CM802U/21 HP/LASERJET1100XI/NOVER MICRON/PENTIUMIV/1.7GHZ	G7F010128 USDG023637 3183655-0001	9/14/2000 8/21/2001 12/17/2002
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	CD0000841280 CD0000861701 CD0001227853	MONITOR PRINTER CPU	HITACHI/ELITE802CM802U/21 HP/1100A/NOVER MICRON/PENTIUMIV/1.7GHZ	G7F010601 USDG098090 3183728-0001	9/14/2000 9/14/2000 12/17/2002
FG0000119077	Usel Name - urbush	RING VRICHARD R. 1709306	(1887) – servator — Device Namera Joseph Sintel (1991) – Pira il Maria il 4006	British Status Deploy	Page 1
000	CD0000841264 CD0000848806 CD0000934584	MONITOR PRINTER CPU	HITACHI/ELITE802CM802U/21 HP/LASERJET6L/NOVER MICRON/PENTIUMIII/786933	G7F010129 USHB666992 2828813-0001	8/7/2000 5/25/2001 9/11/2001 4
F.G000011 9404	itsernamen about	ARNIESHARRD - S. 1000-000	0600) Posts Smith (Rogin)	Status, Deploy	pa Partition in the partition in the par
	CD0000841994 CD0000937013	MONITOR CPU	CTX/VL710/17 MICRON/PENTIUMIII/786933	S5S373600037 2848697-0001	10/25/2002 10/25/2002
RCG0000119159 % - 5	UserName PINVER F. F. Building	A WAXN HELL W. 5-4 - 5-4702 - 00. F. T.V.S.	48124 Sulferon Abbrica Nanos Servicio	Status Deployers (Cherlifochion)	999
000	CD0000841281 CD0000861713 CD0000950026	MONITOR PRINTER CPU	HITACHI/ELITE802CM802U/21 HP/LASERJET1100XI/NOVER MICRON/PENTIUMIV/1.7GHZ	G7F010155 USDG098083 3135889-0001	8/7/2000 8/7/2000 2/7/2003 5
FG0000119181	Ukean ame n errirker	EV CERNTON CONTRACTOR SORE	5932 E. Silligado.	Statis Deploy	Da Paris
000	CD0000715599 CD0000841282 CD0000949852	PRINTER MONITOR CPU	HP/LASERJETIVL/NOVER HITACHI/ELITE802CM802U/21 MICRON/PENTIUMIV/1.7GHZ	USCC156211 G7F010156 3136292-0001	8/7/2000 8/7/2000 2/7/2003 5
FG00001103117 : 5 CT	User Name Apportu	HUSCAUSAN ************************************	Souls and the second se	Status (Diego)	
Ü	CD0000840361	MONITOR	HITACHI/ELITE802CM802U/21	G7 <u>1</u> 018493	8/17/2000

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roperty Custodian:		CLAYBURN, MARK	03-50/ COA TONANTINIAM CINA PROTESTA DE COLOR DE CONTRA DE COLOR D	703-305-8577	
Area of Acaponisional		ACQUISITION MANAGEM	EAT DIVISION, OF EARLIANS AND MAINTE	AMICE ACUI OCIO	
ies ·	CD#	WKS Type	Item (Manufacturer/Model/Version)	Serial Number	Updated CRP
	CD0000846150 CD0000949853	PRINTER CPU	HP/LASERJET6L/NOVER MICRON/PENTIUMIV/1.7GHZ	JPHL053141 3135645-0001	1/19/2001 2/7/2003 5
KG0000119329		Ashir ARGHANAS Idiligi SPKS#	n tog 2054.04510s - Frank see Device Name Tog 44	dagasiuus sa sidagasidada	5105ed #4
	CD0000841523 CD0000848804	MONITOR PRINTER	HITACHI/ELITE802CM802U/21 HP/LASERJET6L/NOVER	G7H015737 USHB666936	6/1/2001 6/1/2001
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,	CD0000840550	MONITOR	HITACHI/ELITE802CM802U/21	G7H015726	8/7/2000
	CD0000949820	PRINI EK CPU	HP/LANEKJE I OL/NOVEK MICRON/PENTIUMIV/1.7GHZ	3135541-0001	2/5/2003 5
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	CD0000841491 CD0000860783	MONITOR CPU	HITACHI/ELITE802CM802U/21 MICRON/PENTIUMIII/786933	G7H015727 2829011-0001	5/25/2001 9/11/2001 4
T.G00001110383	Tuselinaades Too	IMIS <u>AUBIRALIAN EN ERIORE</u> BIRE PRES	70-1808-7845 : R. Sünet402 DeVisé Naher F	s and state of the	loved
	CD0000843104 CD0000848783	MONITOR PRINTER	HITACHI/ELITE802CM802U/21 HP/LASERJET6L/NOVER	G7H015729 USHB666923	1/19/2001 1/19/2001
	CD0000934589	CPÚ	MICRON/PENTIUMIII/786933	2828774-0001	9/11/2001 4
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	CD0000841263 CD0000950101	MONITOR CPU	HITACHI/ELITE802CM802U/21 MICRON/PENTIUMIV/1.7GHZ	G7F010173 3135579-0001	6/1/2001 2/7/2003 5
FG00001197097	User Names CLO	ofiplyiski, sharbd	000-000-0000	Sintanio Geographic	löved Egyen
	CD0000843120 CD0000848800	MONITOR	HITACHI/ELITE802CM802U/21 HP/I ASFRIET6I /NOVER	G7F010130 USHB666959	10/22/2002 2/14/2003
	CD0000848802	PRINTER	HP/LASERJETGL/NOVER	USHB666987	2/14/2003
	CD0000860789		MICKON/PENTIUMIII/ /86953	Z8Z8983-000I	10/22/2002 4

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roperty Custodian: Area of Responsibility:		IRN, MARK acquisition management	CLAYBURN, MARK OFFICE OF ACQUISITION MANAGEMENT DIVISION, OPERATIONS AND MAINTENANCE ACQUIONO	703-305-8577 NCE ACQ1 OCIO	
es	CD#	WKS Type	Item (Manufacturer/Model/Version)	Serial Number	Updated CRP
FG0000119711	man (1386 Namais A Kilon	DRROT BORDIS TO TELEDO 4	Suite 402. Reported Reserve	Stafus: Déplo Other Losdion:	PaX
	CD0000665385	PRINTER	HP/LASERJET4L/NOVER	USCC160884	8/22/2001
	CD0000860782	CPU	MICRON/PENTIUMIH/786933	2828992-0001	8///2000 9/11/2001 4
FG000011197116775	Autor Nanden fill Aut	KUĞELFERÜÇÜLE dümle PKSCA	Dövite.Nama A Tanana	A Stains Debi o	Ved Control of the second
	CD0000841979 CD0000937023	MONITOR CPU	CTX/VL710/17 MICRON/PENTIUMIV/1.7GHZ	S5S373600045 2848689-0001	8/7/2000 5/14/2002
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	CD0000841961 CD0000848809	MONITOR PRINTER	CTX/VL710/17 HP/LASERJET6L/NOVER	S5S373600031 USHB666973	2/6/2001 5/25/2001
	CD0000934587 CD0001306566	CPU PROJECTION SYSTEM	MICRON/PENTIUMIII/786933 CANON/LV-SIU/NOVER	2828736-0001 AFLN22800248	9/11/2001 4 10/9/2002
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	CD0000843092 CD0000860806	MONITOR CPU	CTX/VL710/17 MICRON/PENTIUMIII/786933	S5S373600307 2828740-0001	10/16/2002
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	CD0000841962	MONITOR PRINTER	CTX/VL/10/17 HP/1 ASER IFT61 /NOVER	S5S37360067 11SHR 666063	8/7/2000
	CD0000937017	CPU	MICRON/PENTIUMIII/786933	2848690-0001	5/13/2002
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	CD0000841980	MONITOR	CTX/1755CD/17 HP/1 A SEP TETAL MOX/EP	5S373600312	9/21/2001
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	CD0000844158	MONITOR	HITACHI/ELITE802CM802U/21	G7I018486	10/8/2002

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roperty Custodian: Area of Responsibility:	CLAYBUR OFFICE OF A	IN, MARK CQUISITION MANAGEMENT DIV	CLAYBURN, MARK Office of acquistion management division, operations and maintenance acquocio	703-305-8577 CE ACQ¹ OCIO	
	CD# W	WKS Type	Item (Manufacturer/Model/Version)	Serial Number	Updated CRP
0000121755 CRYSTAL CID	Osoc Name - VOON	igniring at the state of the st	Free Stute 1 Recommendation (1902)	s Eudel Location	Pi
	CD0000848815 CD0000852043 CD0000944846	PRINTER MONITOR CPU	HP/LASERJET6L/NOVER CTX/VL/10/17 MICRON/PENTIUMIV/1.7GHZ	USHB666984 S5S373603167 3087464-0001	5/10/2002 5/10/2002 10/2/2002 5
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	CD0000665378 CD0000848717 CD0000950028	PRINTER MONITOR CPU	HP/LASERJET4L/NOVER ATI/ACUTESCAN7695S/17 MICRON/PENTIUMIV/1.7GHZ	USCC160837 1271025038 3134931-0001	2/6/2001 2/6/2001 2/7/2003 5
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	CD0000848740	MONITOR	ATI/ACUTESCAN7695S/17	1171018809	8/7/2000
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000	CD0000848712 CD0000868612 CD0000949839	MONITOR PRINTER CPU	HITACHI/ELITE802CM802U/21 HP/LASERJET1100/NOVER MICRON/PENTIUMIV/1.7GHZ	G7L007413 USPF007025 3136294-0001	8/7/2000 8/15/2002 2/7/2003 5
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	CD0000848718 CD0000848727	MONITOR CPU	ATI/ACUTESCAN7695S/17 MICRON/PENTIUM300MHZ/686300	1271025037 1193432-0014	8/7/2000 10/30/2002 3
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OU	CD0000848731 CD0000848796	MONITOR PRINTER	HITACHI/ELITE802CM802U/21 HP/LASERJET6MP/NOVER	G7J003160 USCB079430	8/7/2000 8/7/2000

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CD0000875571	PRINTER	HP/LASERJET4L/NOVER	USCC159924	5/25/2001
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CD0000849127	MONITOR	ATI/ACUTESCAN7695S/17	1171019238	1/19/2001
CD0001306562	SERVER	AIRLAND/SA87/NOVER		10/9/2002
CD0001306564 CD0001306564	SWILCH SERVER	ADIRAN/AILAS 550 AIRLAND/SA87/NOVER		10/11/2002 10/9/2002
30000123696 - 65 - 1888 Namer NONE (CRYSTAL CITY)	VEN FPKS - F	Suite 402.	Signisi 14 mar - Other Death	
CD0000848734	MONITOR	HITACHI/ELITE802CM802U/21	G7L007404	8/7/2000
CD0000848798	PRINTER	HP/LASERJET6L/NOVER	USHB666964	2/27/2001
CD0000937018	CPU	MICRON/PENTIUMIII/786933	2848695-0001	5/13/2002

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703-305-8577 CLAYBURN, MARK
OFFICE OF ACQUISITION MANAGEMENT DIVISION, OPERATIONS AND MAINTENANCE ACQUIONO Area of Responsibility: roperty Custodian:

SK	CD#	WKS Type	Item (Manufacturer/Model/Version)	Serial Number	Updated CRP
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Property Custodian Transaction Report - Additions, Transfers and Edits

Date Range of Activity: 02/28/03 through 03/31/03

OCIO

Updated

Serial Number

Item (Manufacturer/Model/Version)

WKS Type

CD#

CLAYBURN, MARK perty Custodian:

102.4		1	Ŀ		
Jeploved za	03/19/03		(WICK)	KING, TOM	
Stanks II	USFB514235	New PC	KING, TOM (TRAWICK)	4RK) and added to CFGS000110321 (
Eloqu's 4	HP/LASERJET4SI/NOVER	Previous PC	CLAYBURN, MARK	was removed from CFG0100002655 (CLAYBURN, MARK) and added to CFGS000110321 (KING, TOM	
L'SHARED	PRINTER			ZD000066537	
BUINTE PK	621	Updated by	AIS	d under move. C	
S. CHIYY - ARTHUR	CD0000665379	Date/Time of update	03/17/03 12:51:59 PM AIS	Description: ProcTran asset installed under move. CD000665379 was	(TRAWICK))
FOLODOOOZES		te type		Description:	

KING, TOM (TRAWICK)

CLAYBURN, MARK

Description: ProcTran property custodian changed from CLAYBURN, MARK to KING, TOM (TRAWICK) To CFG CFGS000110321 LAYBURN, MARK

03/17/03 12:51:59 PM AIS

It is not necessary for Property Custodians to return transaction reports as it is not possible to make changes to these reports.

Attachment "4"

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· · Wage Determination: 1994-2103, 28

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.: 28

Date of Last Revision: 10/04/2002

problems de frames de 2

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

Administrative Support and Clerical Occupations Accounting Clerk II 10.16 Accounting Clerk III 11.88 Accounting Clerk III 14.04 Accounting Clerk IV 16.37 Court Reporter 14.94 Dispatcher, Motor Vehicle 14.94 Document Preparation Clerk 11.29 * Duplicating Machine Operator 11.29 * Film/Tape Librarian 14.65 General Clerk I 13.72 General Clerk III 13.72 General Clerk III 15.32 General Clerk IV 18.74 Housing Referral Assistant 17.82 Key Entry Operator I 10.40 Key Entry Operator II 11.62 Messenger (Courier) 9.30 Order Clerk I 14.74 Order Clerk II 16.29 Personnel Assistant (Employment) II 14.24 Personnel Assistant (Employment) III 16.42 Personnel Assistant (Employment) IV 19.60	OCCUPATION TITLE	•	MINIMUM WAGE I	RATE
Accounting Clerk III 11 .88 Accounting Clerk III 14 .04 Accounting Clerk IV 16 .37 Court Reporter 14 .94 Dispatcher, Motor Vehicle 14 .63 Document Preparation Clerk 11 .29 * Duplicating Machine Operator 11 .29 * Film/Tape Librarian 14 .65 General Clerk I 11 .68 General Clerk II 13 .72 General Clerk III 15 .32 General Clerk IV 18 .74 Housing Referral Assistant 17 .82 Key Entry Operator I 10 .40 Key Entry Operator II 11 .62 Messenger (Courier) 9 .30 Order Clerk I 14 .74 Order Clerk II 16 .29 Personnel Assistant (Employment) II 14 .24 Personnel Assistant (Employment) III 16 .42 Personnel Assistant (Employment) IV 19 .60	Administrative Support and Clerical O	ecupations		
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Accounting Clerk IV 16 .37 Court Reporter 14 .94 Dispatcher, Motor Vehicle 14 .63 Document Preparation Clerk 11 .29 * Duplicating Machine Operator 11 .29 Film/Tape Librarian 14 .65 General Clerk I 11 .68 General Clerk II 13 .72 General Clerk III 15 .32 General Clerk IV 18 .74 Housing Referral Assistant 17 .82 Key Entry Operator I 10 .40 Key Entry Operator II 11 .62 Messenger (Courier) 9 .30 Order Clerk I 14 .74 Order Clerk II 16 .29 Personnel Assistant (Employment) II 14 .24 Personnel Assistant (Employment) III 16 .42 Personnel Assistant (Employment) IV 19 .60	Accounting Clerk II	•	11 .88	
Court Reporter 14 .94 Dispatcher, Motor Vehicle 14 .63 Document Preparation Clerk 11 .29 * Duplicating Machine Operator 11 .29 Film/Tape Librarian 14 .65 General Clerk I 11 .68 General Clerk III 13 .72 General Clerk III 15 .32 General Clerk IV 18 .74 Housing Referral Assistant 17 .82 Key Entry Operator I 10 .40 Key Entry Operator II 11 .62 Messenger (Courier) 9 .30 Order Clerk I 14 .74 Order Clerk II 16 .29 Personnel Assistant (Employment) II 13 .05 Personnel Assistant (Employment) III 16 .42 Personnel Assistant (Employment) III 16 .42 Personnel Assistant (Employment) IV 19 .60	Accounting Clerk III		14 .04	•
Dispatcher, Motor Vehicle 14 .63 Document Preparation Clerk 11 .29 Duplicating Machine Operator 11 .29 Film/Tape Librarian 14 .65 General Clerk I 11 .68 General Clerk III 13 .72 General Clerk III 15 .32 General Clerk IV 18 .74 Housing Referral Assistant 17 .82 Key Entry Operator I 10 .40 Kcy Entry Operator II 11 .62 Messenger (Courier) 9 .30 Order Clerk I 14 .74 Order Clerk II 16 .29 Personnel Assistant (Employment) II 13 .05 Personnel Assistant (Employment) III 16 .42 Personnel Assistant (Employment) IIII 16 .42 Personnel Assistant (Employment) IV 19 .60	Accounting Clerk IV		16 .37	
Dispatcher, Motor Vehicle 14 .53 Document Preparation Clerk 11 .29 * Duplicating Machine Operator 11 .29 * Film/Tape Librarian 14 .65 General Clerk I 11 .68 General Clerk II 13 .72 General Clerk III 15 .32 General Clerk IV 18 .74 Housing Referral Assistant 17 .82 Key Entry Operator I 10 .40 Key Entry Operator II 11 .62 Messenger (Courier) 9 .30 Order Clerk I 14 .74 Order Clerk II 16 .29 Personnel Assistant (Employment) II 13 .05 Personnel Assistant (Employment) III 14 .24 Personnel Assistant (Employment) IIII 16 .42 Personnel Assistant (Employment) IV 19 .60	Court Reporter		14 .94	
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Film/Tape Librarian 14 .65 General Clerk I 11 .68 General Clerk III 13 .72 General Clerk III 15 .32 General Clerk IV 18 .74 Housing Referral Assistant 17 .82 Key Entry Operator I 10 .40 Key Entry Operator II 11 .62 Messenger (Courier) 9 .30 Order Clerk I 14 .74 Order Clerk II 16 .29 Personnel Assistant (Employment) II 13 .05 Personnel Assistant (Employment) III 14 .24 Personnel Assistant (Employment) IIII 16 .42 Personnel Assistant (Employment) IV 19 .60	Document Preparation Clerk		11 .29 *	
General Clerk II 13 .72 General Clerk III 15 .32 General Clerk IV 18 .74 Housing Referral Assistant 17 .82 Key Entry Operator I 10 .40 Key Entry Operator II 11 .62 Messenger (Courier) 9 .30 Order Clerk I 14 .74 Order Clerk II 16 .29 Personnel Assistant (Employment) II 14 .24 Personnel Assistant (Employment) III 16 .42 Personnel Assistant (Employment) IV 19 .60	Duplicating Machine Operator		11 .29	:
General Clerk III 13.72 General Clerk IVI 15.32 General Clerk IV 18.74 Housing Referral Assistant 17.82 Key Entry Operator I 10.40 Key Entry Operator II 11.62 Messenger (Courier) 9.30 Order Clerk I 14.74 Order Clerk II 16.29 Personnel Assistant (Employment) I 13.05 Personnel Assistant (Employment) III 14.24 Personnel Assistant (Employment) IIII 16.42 Personnel Assistant (Employment) IV 19.60	Film/Tape Librarian		14 .65	
General Clerk III 15.32 General Clerk IV 18.74 Housing Referral Assistant 17.82 Key Entry Operator I 10.40 Key Entry Operator II 11.62 Messenger (Courier) 9.30 Order Clerk I 14.74 Order Clerk II 16.29 Personnel Assistant (Employment) II 13.05 Personnel Assistant (Employment) III 14.24 Personnel Assistant (Employment) IIII 16.42 Personnel Assistant (Employment) IV 19.60	General Clerk I		11 .68	
General Clerk IV 18 .74 Housing Referral Assistant 17 .82 Key Entry Operator I 10 .40 Key Entry Operator II 11 .62 Messenger (Courier) 9 .30 Order Clerk I 14 .74 Order Clerk II 16 .29 Personnel Assistant (Employment) I 13 .05 Personnel Assistant (Employment) III 14 .24 Personnel Assistant (Employment) IIII 16 .42 Personnel Assistant (Employment) IV 19 .60	General Clork II		13 .72	
Housing Referral Assistant 17 .82	General Clerk III		15 .32	
Key Entry Operator I 10.40 Key Entry Operator II 11.62 Messenger (Courier) 9.30 Order Clerk I 14.74 Order Clerk II 16.29 Personnel Assistant (Employment) I 13.05 Personnel Assistant (Employment) III 14.24 Personnel Assistant (Employment) IIII 16.42 Personnel Assistant (Employment) IV 19.60	General Clerk IV			
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Messenger (Courier) Order Clerk I Order Clerk II Personnel Assistant (Employment) II Personnel Assistant (Employment) III	Key Entry Operator I			
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Order Clerk II Personnel Assistant (Employment) I Personnel Assistant (Employment) II Personnel Assistant (Employment) III Personnel Assistant (Employment) III Personnel Assistant (Employment) IV 16 .42 Personnel Assistant (Employment) IV	Messenger (Courier)			
Personnel Assistant (Employment) I Personnel Assistant (Employment) II Personnel Assistant (Employment) III Personnel Assistant (Employment) III Personnel Assistant (Employment) IV 13 .05 14 .24 Personnel Assistant (Employment) III	Order Clerk I	•	14 .74	
Personnel Assistant (Employment) II 14 .24 Personnel Assistant (Employment) III 16 .42 Personnel Assistant (Employment) IV 19 .60	Order Clerk II		16 .29	
Personnel Assistant (Employment) III 16 .42 Personnel Assistant (Employment) IV 19 .60	Personnel Assistant (Employment) I	,	13 .05	
Personnel Assistant (Employment) IV 19.60	Personnel Assistant (Employment) II	•	14 .24	
reisonner resistant (Dinproyment) 1	Personnel Assistant (Employment) III			
17.78	Personnel Assistant (Employment) IV	•	19 .60	
Production Control Clerk	Production Control Clerk	•	17 .28	

		,		
Rental Clerk				15 .42
Scheduler, Maintenance			•	14 .06
Secretary I		, ,		14 .71
Secretary II				15 .35
Secretary III		•		18 49
Secretary IV				19 .57
Secretary V				22 .79
Service Order Dispatcher				14 .04
Stenographer I				14 .68
Stenographer II				16 .47
Supply Technician		*.		19.57
Survey Worker (Interviewer)	• • • • • • • • • • • • • • • • • • • •		•	14 .94
Switchboard Operator-Receptionist		•		10.96
Test Examiner	•	• •	•	15 .35
Test Proctor				15 .35
Travel Clerk I	100			11 .63
Travel Clerk II				12 .49
Travel Clerk III		· · · · · · · · · · · · · · · · · · ·		13 .41
Word Processor I				11.80
Word Processor II				14 .22
Word Processor III				16,65
Automatic Data Processing Occupati Computer Data Librarian	ions		÷.	11 .69
Computer Operator I				13 .30
Computer Operator II				15 .67
Computer Operator III				18.60
Computer Operator IV	•	* 4		18 .94
Computer Operator V				22 .94
Computer Programmer I (1)			•	19 .64
Computer Programmer II (1)				23 .05
Computer Programmer III (1)				26 .99
Computer Programmer IV (1)				27 .62
Computer Systems Analyst I (1)				26 .99
Computer Systems Analyst II (1)				27 .62
Computer Systems Analyst III (1)			٠	27 .62
Peripheral Equipment Operator	•			14,.06
and the second s		•	r ·	
Automotive Service Occupations				÷
Automotive Body Repairer, Fiberglass		•		21 .38
Automotive Glass Installer	٠.			17.03
Automotive Worker				17 .03
Electrician, Automotive	•			18 .05
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Mobile Equipment Servicer				14 .94
Motor Equipment Metal Mechanic	•			19 .03
Motor Equipment Metal Worker		•		17 .03
Motor Vehicle Mechanic	*. ·			19.11
Motor Vehicle Mechanic Helper				16.01
Motor Vehicle Upholstery Worker				17 .03
Motor Vehicle Wrecker				17 .03
Painter, Automotive				18 .05
Radiator Repair Specialist				17.03
Tire Repairer	-		2	14 .43
Transmission Repair Specialist				19 .03
Food Preparation and Service Occupa	tions		. "	
Baker			*	11.87
Cook I				10.41
Cook II	• .			11.87
Dishwasher				8.76
Food Service Worket		-		9 .01
Meat Cuttor				16 .07
Waiter/Waitress				8.17
Furniture Maintenance and Repair Oc	cupations			
Electrostatic Spray Painter				18 .05
Furniture Handler	•			12 .55
Furniture Refinisher				18 .05
Furniture Refinisher Helper				13 .85
Furniture Repairer, Minor				16 .01
Upholsterer				18 .05
General Services and Support Occupat	ions			
Cleaner, Vehicles	•			9 .67
Elevator Operator			•	9.79
Gardener	•		•	12 .98
House Keeping Aid I				9 ,02
House Keeping Aid II				9 .28
Janitor			•	9 .64
Laborer, Grounds Maintenance	•			10 .75
Maid or Houseman	,			9 .28
Pest Controller	•			11 .85
Refuse Collector				10 .88
Tractor Operator				12.73
Window Cleaner				10 .51
•				

Health Occupations	
Dental Assistant	14.36
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11 .95
Licensed Practical Nurse I	14 .43
Licensed Practical Nurse II	16 .20
Licensed Practical Nurse III	18 .13
Medical Assistant	11 .76
Medical Laboratory Technician	13 .93
Medical Record Clerk	13 .57
Medical Record Technician	14 .21
Nursing Assistant I	8.46
Nursing Assistant II	9 .52
Nursing Assistant III	- 11 .94
Nursing Assistant IV	13 .40
Pharmacy Technician	11.84
Phlebotomist	11.21
Registered Nurse I	22 .54
Registered Nurse II	25 .08
Registered Nurse II, Specialist	25 .08
Registered Nurse III	32 .38
Registered Nurse III, Anesthetist	32 .38
Registered Nurse IV	38.81
Information and Arts Occupations	
Audiovisual Librarian	18 .95
Exhibits Specialist I	16 .79
Exhibits Specialist II	20 .99
Exhibits Specialist III	25 .84
Illustrator I	17 .03
	21 .29
Illustrator II	26 .20
Illustrator III	22 .33
Librarian	15 .03
Library Technician	13 .93
Photographer I	15 .64
Photographer II	19 .56
Photographer III	
Photographer IV	24 08
Photographer V	26 .50
Laundry, Dry Cleaning, Pressing and Related Occupations	-
Assembler	8.71
Counter Attendant	8.71
Dry Cleaner	9 .83

Finisher, Flatwork, Machine	8.71
Presser, Hand	8 .71
Presser, Machine, Drycleaning	17. 8
Presser, Machine, Shirts	8.71
Presser, Machine, Wearing Apparel, Laundry	8.71
Sewing Machine Operator	10 .63
Tailor	12 .43
Washer, Machine	9.31
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.05
Tool and Die Maker	21 .95
Material Handling and Packing Occupations	
Forklift Operator	14 .58
Fuel Distribution System Operator	19 .38
Material Coordinator	16 .97
Material Expediter	16.97
Material Handling Laborer	11 .50
Order Filler	13 .21
Production Line Worker (Food Processing)	12 .80
Shipping Packer	12 .21
Shipping/Receiving Clerk	13 .09
Stock Clerk (Shelf Stocker; Store Worker II)	12 .69
Store Worker I	8.89
Tools and Parts Attendant	16 .99
Warehouse Specialist	15 .01
Mechanics and Maintenance and Repair Occupation	ons
Aircraft Mechanic	21 .95
Aucraft Mechanic Helper	14 .51
Aircraft Quality Control Inspector	23 .11
Aircraft Servicer	16 .78
Aircraft Worker	17 .84
Appliance Mechanic	18 .05
Bicycle Repairer	14 .43
Cable Splicer	20 .93
Carpenter, Maintonance	18 .05
Carpet Layer	17 .61
Electrician, Maintenance	22 .59
Electronics Technician, Maintenance I	16 .08
Electronics Technician, Maintenance II	20 .88
Electronics Technician, Maintenance III	22 .73

•				1.0
Fabric Worker				15.76
Fire Alarm System Mechanic			•	19 .03
Fire Extinguisher Repairer				14 .94
Fuel Distribution System Mechanic				20 .93
General Maintenance Worker				16 .46
Heating, Refrigeration and Air Condit	ioning Mechanic	•		19 .03
Heavy Equipment Mechanic			-	19 .03
Heavy Equipment Operator				19 .31
Instrument Mechanic				19 .03
Laborer	•			10.70
Locksmith	•			18 .05
Machinery Maintenance Mechanic				20 .51
Machinist, Maintenance				21 .52
Maintenance Trades Helper				13 .85
Millwright				1924
Office Appliance Repairer		•	•	18 .05
Painter, Aircraft		•		20 .76
Painter, Maintenance				18 .0 <i>5</i>
Pipefitter, Maintenance				19 .04
Plumber, Maintenance	·			18 .05
Pneudraulic Systems Mechanic		•	•	19 .03
Rigger				19 .03
Scale Mechanic				17 .03
Sheet-Metal Worker, Maintenance				19 .03
Small Engine Mechanic				20 ,05
Telecommunication Mechanic I				19.41
Telecommunication Mechanic II				20 .45
Telephone Lineman	· · · · · · · · · · · · · · · · · · ·			20 .93
Welder, Combination, Maintenance	•			19 .03
Well Driller		•		19 .03
Woodcraft Worker	·		٠	19 ,03
Woodworker				15 .32
Miscellaneous Occupations			-	•
Animal Caretaker		• .		8 .97
Carnival Equipment Operator		•	•	11.44
Carnival Equipment Repairer				11:.97
Camival Worker				7 .48
Cashier				8 .53
Desk Clerk				9 .78
Embalmer				19 .04
Lifeguard				9 .67
Mortician		٠		21 .63

Park Attendant (Aide)	12 .15
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9 .03
Recreation Specialist	15 .94
Recycling Worker	14 .06
Sales Clerk	10 .04
School Crossing Guard (Crosswalk Attendant)	10 .34
Sport Official	11 .24
Survey Party Chief (Chief of Party)	14 .92
Surveying Aide	9 .27
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	. 14.18
Swimming Pool Operator	13 .21
Vending Machine Attendant	10 .20
Vending Machine Repairer	13 .24
Vending Machine Repairer Helper	10 .77
	* *
Personal Needs Occupations	•
Child Care Attendant	11 .37
Child Care Center Clerk	15 .86
Chore Aid	8 .05
Homemaker	16 .45
Plant and System Operation Occupations	
Boiler Tender	20 .85
Sewage Plant Operator	19 .15
Stationary Engineer	20 .85
Ventilation Equipment Tender	13 .85
Water Treatment Plant Operator	19 .72
Protective Service Occupations	
Alarm Monitor	15.04
Corrections Officer	17 .69
Court Security Officer	18.84
Detention Officer	18 .29
Firefighter	19.72
Guard I	9 .51
Guard II	12 .53
Police Officer	20 .54
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.46
Hatch Tender	15.74
Line Handler	15 .74
	15 .47
Stevedore I	

Stevedore II	17 ,45
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28 .96
Air Traffic Control Specialist, Station (2)	28 .96 19 .97
Air Traffic Control Specialist, Terminal (2)	•
Archeological Technician I	21 .99 14 .57
Archeological Technician II	
Archeological Technician III	16 .29 20 .20
Cartographic Technician	20 .20
Civil Engineering Technician	19 .56
Computer Based Training (CBT) Specialist/ Instructor	23 .94
Drafter I	12 .22
Drafter II	15 .30
Drafter III	17.18
Drafter IV	21`.49
Engineering Technician I	15 .50
Engineering Technician II	17 .99
Engineering Technician III	21 .63
Engineering Technician IV	24 .82
Engineering Technician V	30 .35
Engineering Technician VI	36.72
Environmental Technician	19 .29
Flight Simulator/Instructor (Pilot)	27 .76
Graphic Artist	20 .36
Instructor	23 .34
Laboratory Technician	15 .98
Mathematical Technician	23 .39
Paralegal/Legal Assistant I	16 .71
Paralegal/Legal Assistant II	21 .31
Paralegal/Legal Assistant III	26 .07
Paralegal/Legal Assistant IV	31 .54
Photooptics Technician	21 .06
Technical Writer	23 .99
Unexploded (UXO) Safety Escort	18 .40
Unexploded (UXO) Sweep Personnel	18 .40
Unexploded Ordnance (UXO) Technician I	18.40
Unexploded Ordnance (UXO) Technician II	22 .27
Unexploded Ordnance (UXO) Technician III	26 .69
Weather Observer, Combined Upper Air and Surface Programs (3)	16 .64
Weather Observer, Senior (3)	19 .38
Weather Observer, Upper Air (3)	16 .64

Transportation/ Mobile Equipment Op	eration Occupations
Bus Driver	15 .09
Parking and Lot Attendant	8 .62
Shuttle Bus Driver	12 .94
Taxi Driver	10 .60
Truckdriver, Heavy Truck	17 .52 .
Truckdriver, Light Truck	11 .78
Truckdriver, Medium Truck	14 .97
Truckdriver, Tractor-Trailer	17 .52

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 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 (25 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 cutified 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 ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

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

** UNIFORM ALLOWANCE **

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

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

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

The contracting officer shall require that any class of service employed 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

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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.