

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING			
2. CONTRACT (Proc. Inv. Invt.) NO DCCSGPAPT1100001		3. EFFECTIVE DATE See Block 20c		4. REQUISITION/PURCHASE REQUEST/PROJECT NO PROC1100001			
5. ISSUED BY Office of Procurement US Patent and Trademark Office Attn: MS 6, Office of Procurement P.O. Box 1450 Alexandria, VA 22313-1450		CODE PROC3262	8. ADMINISTERED BY (if other than 5a) <span style="border: 1px solid black; padding: 2px;"> </span>		CODE <span style="border: 1px solid black; padding: 2px;"> </span>		
7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) PHACIL, INC 991 US HWY 22 W STE 201 BRIDGEWATER, NJ 08607-2057 DUNS 054835111				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT <div style="border: 1px solid black; padding: 5px; text-align: center;">FOIA (b)(4)</div>			
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN				ITEM			
CODE: PHACIL INC		FACILITY CODE: *					
11. SHIP TO/MARK FOR Long Ling USPTO Contact Center Branch 2801 South Hanover Street Arlington, VA 22209		CODE <span style="border: 1px solid black; padding: 2px;"> </span>	12. PAYMENT WILL BE MADE BY OFFICE OF FINANCE Or US Patent & Trademark Office PO Box 1450 Mail Stop 17 Alexandria, VA 22313		CODE FINANCE1		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 USC 2354(c)(1) <input checked="" type="checkbox"/> 41 USC 253(c)(5)			14. ACCOUNTING AND APPROPRIATION DATA 2011-2-289				
15A. ITEM NO	15B. SUPPLIES/SERVICES See Line Information	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
15G. TOTAL AMOUNT OF CONTRACT					SECS		
16. TABLE OF CONTENTS							
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
X	C	DESCRIPTION/SPECS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE		K		REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE		L		INSTRS., CONDS. AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA		M		EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTORS NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) You, officer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award constitutes the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) <div style="border: 1px solid black; padding: 2px;">FOIA (b)(6)</div>				20A. NAME OF CONTRACTING OFFICER Sylvia Van Dyke			
19B. NAME OF CONTRACTOR BY <div style="border: 1px solid black; padding: 2px;">FOIA (b)(6)</div> (Signature of person)		19C. DATE SIGNED 1 OCT 2010		20B. UNITED STATES OF AMERICA BY <i>Sylvia Van Dyke</i> (Signature of Contracting Officer)		20C. DATE SIGNED 10-05-2010	

## Section B - Supplies or Services and Prices/Costs

USPTO Contact Center

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	USPTO Contact Center	0 000000	EA		
Period of Performance -		Delivery Schedule			
		Delivery Number	Delivery Date	Quantity	FOIA (b)(4)
Description Award is made subject to availability of funds pursuant to FAR 52.232-18. Base year period of performance is 1 November 2010 through 31 October 2011. Services in accordance with the attached Statement of Work.					
Requisition Number: PROC1100001					
Base/Option (Period or Quantity): Base					
		FOIA (b)(4)			

COTR: Long Ung 571-272-5180, e-mail long.ung@uspto.gov; All COTR Bob Keeler 571-272-2750; CO: Teresa Kelley 571-272-3262, e-mail teresa.kelley@uspto.gov; Phacit POC: FOIA (b)(6)

## Accounting and Appropriations Data:

## Accounting and Funding Total:

FOIA (b)(4)

# TABLE OF CONTENTS

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS .....	3
B.1 TYPE OF CONTRACT .....	3
B.2 SCHEDULE OF PRICES .....	3
SECTION C - PERFORMANCE WORK STATEMENT.....	4
C.1 PROGRAM DESCRIPTION .....	4
C.2 SCOPE .....	5
C.3 OBJECTIVES/OUTCOMES .....	5
C.4 TRANSITION AND START-UP .....	5
C.5 UCC WORK VOLUME .....	5
C.6 CONTACT CENTER SERVICES .....	6
C.7 EXPERIENCE REQUIREMENTS .....	7
C.8 DEFINITION OF ACRONYMS and TERMS .....	8
C.9 COMMERCE CONNECT .....	9
SECTION D - PACKAGING AND MARKING.....	10
D.1 PACKAGING .....	10
D.2 MARKING .....	10
SECTION E - INSPECTION AND ACCEPTANCE .....	11
E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) .....	11
E.2 INSPECTION AND ACCEPTANCE .....	11
E.3 QUALITY CONTROL (QC) PLAN.....	11
SECTION F - DELIVERIES AND PERFORMANCE .....	12
F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) .....	12
F.2 PERIOD AND PLACE OF PERFORMANCE .....	12
F.3 PRINCIPAL PERIOD OF OPERATION .....	12
F.4 MEETINGS .....	12
F.5 REPORTS .....	13
F.6 PTO-17 CONTRACTOR FOIA REQUIREMENT (FEB 2010).....	13
SECTION G - CONTRACT ADMINISTRATION DATA.....	15
G.1 CONTRACT ADMINISTRATION .....	15
G.2 CONTRACTING OFFICER'S AUTHORITY .....	15
G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) .....	16
G.4 INVOICING AND PAYMENT INSTRUCTIONS.....	16
G.5 INVOICING/PAYMENT FREQUENCY .....	17
G.6 ELECTRONIC PAYMENT INFORMATION .....	17
G.7 GOVERNMENT-FURNISHED PROPERTY .....	18
G.8 SUPERVISION OF CONTRACTOR'S EMPLOYEES .....	18
SECTION H - SPECIAL CONTRACT REQUIREMENTS .....	19
H.1 PTO-04C SECURITY CLAUSE (APR 2008).....	19
H.2 PTO-06C LIMITATION ON CONTRACTOR ADVERTISEMENTS (SEP 2006).....	20
H.3 PTO-08C PHYSICAL ACCESS (SEP 2007) .....	21
H.4 PTO-11 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (AUG 2009) .....	21
H.5 PTO-12 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTOR PERSONNEL WORKING ON A DEPARTMENT OF COMMERCE/USPTO SITE (HIGH OR MODERATE RISK CONTRACTS) (SEP 2007).....	25
H.6 PTO-16C CONTRACTOR NOTIFICATION REQUIREMENT (MAR 2010) .....	27
H.7 ORGANIZATIONAL CONFLICT OF INTEREST .....	27
H.8 FEDERAL HOLIDAYS.....	28
H.9 NO WAIVER OF DELIVERY SCHEDULE.....	28
H.10 KEY PERSONNEL.....	28
H.11 NOTICE TO THE GOVERNMENT OF DELAYS .....	29
H.12 INSURANCE .....	29

H.13 COMPLIANCE WITH LAWS .....	29
H.14 GOVERNMENT IDENTIFICATION/SUITABILITY INVESTIGATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES .....	30
H.15 NOTIFICATION OF CHANGES .....	31
SECTION I - CONTRACT CLAUSES .....	33
I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) .....	33
I.2 CLAUSES INCORPORATED IN FULL TEXT .....	34
SECTION J - LIST OF ATTACHMENTS .....	37
J.1 LIST OF ATTACHMENTS .....	37

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 TYPE OF CONTRACT**

This is a Firm Fixed price, Performance Based Services contract.

**B.2 SCHEDULE OF PRICES****B.2.1 Base Period: 1 November 2010 through 31 October 2011**

CLIN	Description	Unit	Qty	Unit Price	Total Price
0001	USPTO Contact Center Support Services	Month	12	FOIA (b)(4)	FOIA (b)(4)

**B.2.2 Option Period 1: 1 November 2011 through 31 October 2012**

CLIN	Description	Unit	Qty	Unit Price	Total Price
1001	USPTO Contact Center Support Services	Month	12	FOIA (b)(4)	FOIA (b)(4)

**B.2.3 Option Period 2: 1 November 2012 through 31 October 2013**

CLIN	Description	Unit	Qty	Unit Price	Total Price
2001	USPTO Contact Center Support Services	Month	12	FOIA (b)(4)	FOIA (b)(4)

**Total Contract Value:** FOIA (b)(4)

The following labor categories under this contract are covered by a Department of Labor Wage Determination:

USPTO Labor Category	DOL Labor Category	DOL WD Occupation Code
Technical Writer	Technical Writer II	30462
Lead Customer Service Representative (0303)	General Clerk III	01113
Customer Service Representative (0303)	General Clerk II	01112

## SECTION C - PERFORMANCE WORK STATEMENT

**NOTE:** This contract is a bridge contract for the planned Department of Commerce (DOC) Enterprise Contact Center contract which is expected to be awarded by May 2011 and will provide contact center services for the entire DOC.

### C.1 PROGRAM DESCRIPTION

The USPTO Contact Center (UCC) is the front-line customer service center for the United States Patent and Trademark Office and responds to public inquiries seeking information on a variety of USPTO programs and services and historically has been contractor operated. The goal of the UCC is to effectively and efficiently provide customers with accurate responses to their requests in a courteous and professional manner.

Approximately 20% of the calls that come to the UCC seek general information. Approximately 80% of the calls are transferred to second-tier call centers. The caller may listen to automated responses on specific topics or choose to speak to a UCC Customer Service Representative (CSR) who will answer general questions using the available knowledge base, USPTO website ([www.uspto.gov](http://www.uspto.gov)) or other reference material; recommend resources available on the USPTO website; offer to mail applicable standard printed materials to the caller; or refer the caller to a local Patent & Trademark Depository Library (PTDL) for additional assistance. If the CSR is unable to answer the question, the call is transferred to the appropriate second-tier call center.

UCC CSRs also respond to inquiries and requests for information received via postal mail to the UCC's mailing address (or from another USPTO business area that is deemed as "general") and via voicemail on the 1-800 phone line.

The USPTO Contact Center's functions are supported by the following automated customer service systems:

- The Enterprise Contact Center (ECC) system: this system provides automatic call distribution (ACD) and Interactive Voice Response (IVR) services to the USPTO and its customers. The UCC uses the ECC system to queue and route callers to its CSRs.
- The USPTO Customer Contact Management System (UCCMS): this system provides customer service/customer relationship management services to the USPTO and its customers. The UCC uses the UCCMS system to log all of its customer requests/problems and all actions taken by the CSR to resolve the request/problem. The UCCMS system is also used as the central knowledge base for the UCC CSRs.

**Note:** The C&A requirements in PTO-11 Security Requirements for Information Technology Resources do not apply. A Security Accreditation Package is not required.

## **C.2 SCOPE**

Services will be provided onsite in Government-furnished facilities at the USPTO, 2800 South Randolph Street, Arlington, VA 22206.

The Contractor shall furnish the necessary personnel, supplies and services to meet the requirements described in this Performance Work Statement (PWS). The Contractor shall perform all functions to operate and manage the contact center staff and associated services to meet the needs of the Government. The Government shall provide standard computer workstation configurations.

## **C.3 OBJECTIVES/OUTCOMES**

The objectives/outcomes for the UCC are as follows:

- provide USPTO customers with timely, accurate, effective, courteous and professional responses to their inquiries/requests;
- provide the capability to measure, understand, and control the delivery of customer service to meet the evolving needs of the USPTO's customers;
- provide the capability for the UCC to work with the other USPTO contact centers to foster efficient use of knowledge and resources in the delivery of USPTO information and services; and
- provide detailed information to allow the USPTO to control customer service and information dissemination costs.

## **C.4 TRANSITION AND START-UP**

The incumbent contractor is responsible for operations and transition during a 30 day transition period. The selected contractor is expected to be fully operational to meet objectives and outcomes within this 30 day period.

After contract award and prior to the actual contract performance date, key personnel, supervisors, and contractor staff shall attend a three-day Government-provided on-site orientation and training. Upon completion of the transition period, the Contractor shall be responsible for the future training needs of all of its personnel. Time spent by the contractor staff during the training period shall not be separately compensated by the Government.

## **C.5 UCC WORK VOLUME**

The Government estimates that the UCC will receive 160,000 calls each year. The UCC also receives smaller volumes of voice mail, faxes, postal mail and returned mail.

## **C.6 CONTACT CENTER SERVICES**

### **C.6.1 Manuals and Documentation**

The Contractor shall update and maintain all UCC manuals and support documentation.

### **C.6.2 Responses to Customer Inquiries/Requests**

The Contractor shall insure that clear, detailed information of all inquiries/requests received including steps taken to resolve any problems encountered is entered into the UCC Customer Service Systems.

#### **C.6.2.1 Telephone, Voice Mail, Facsimile, Postal Mail and Returned Mail Communications**

The Contractor shall answer all incoming telephone calls during the hours of operation stated in Section F ensuring that calls that have entered the USPTO's call queues before the closing time of the facility are answered on the same day; retrieve incoming voice mails; respond to all incoming facsimiles; process incoming postal mail requests for publications; and handle incoming returned mail in accordance with performance metrics below.

#### **C.6.2.2 RESERVED**

#### **C.6.2.3 RESERVED**

### **C.6.3 Performance Metrics**

<b>Communication Channel</b>	<b>Performance Metrics</b>
<b>Telephone (measured weekly)</b>	95% answered in 20 seconds (UCC) and 80% answered in 60 seconds (Commerce Connect).
<b>Voicemails (measured weekly)</b>	100% retrieved in 1 business day
<b>Facsimile (measured weekly)</b>	100% responded to in 1 business day
<b>Postal mail (measured weekly)</b>	100% responded to in 3 business days
<b>Returned mail (measured weekly)</b>	100% resolved within 5 business days

Quality for the above metrics equates to consistency, accuracy, and customer satisfaction and shall be measured by the following and in accordance with Attachment 3, UCC Monthly Performance Scorecard:

- Effective listening and oral communication skills, speaking fluent English, proficiency with a personal computer, electronic mail, data entry, contact center problem logging, and ACD/telephone systems;
- Courteous and professional customer service including using a knowledgebase of pre-approved responses to consistently and accurately respond to inquiries/requests, transfer



customers to appropriate secondary call centers, or send appropriate general information publications;

- Clear, detailed documentation of all inquiries/requests received including steps taken to resolve any problems or complaints encountered;
- Proper resolution of returned mail;
- Courteous and professional interaction with customers in accordance with customer service common practices;
- Identify the customer's willingness to participate in a survey or other follow-up/feedback activity as appropriate;
- Enact call elevation practices and procedures when necessary.
- The Supervisor shall have a record of conforming to contract requirements and good workmanship, a record of adhering to contract schedules, including the administrative aspects of and commitment to customer satisfaction, as well as a business-like concern for the customer.

## **C.7 EXPERIENCE REQUIREMENTS**

The Contractor shall ensure that employees performing work under this contract have the necessary training and experience outlined below and ensure that requirements contained in the clause H.14, Government Identification/Suitability Investigation Requirements for Contractor Employees, are met.

### **Supervisor**

The Supervisor shall demonstrate three (3) years of successful leadership or equivalent experience, and proof of formal call center supervisor or call center manager training and/or certification, e.g., certification from the Call Center Industry Advisory Council (CIAC) or the International Customer Management Institute at the "Operations Manager" (CCOM) or "Strategic Leader" (CCSL) level. The Supervisor is the Contractor representative responsible for the services provided under this contract. He/she is responsible for contract administration and employees assigned to the contract. The Supervisor shall work closely with the Contracting Officer's Technical Representative (COTR) during the life of the contract. The Supervisor will be responsible for the timeliness and quality of services under the contract. The Supervisor is responsible for day-to-day operational management and for ensuring the services of the UCC are being effectively provided to the UCC's customers. The Supervisor must possess a strong understanding of and experience in the management of contact/call centers and must clearly understand call center performance metrics. The Supervisor will also be responsible for any quality monitoring of call center agents and for managing individual agents against the UCC's performance standards. The supervisor or designated representative shall meet with the COTR and

any other government personnel designated by the Contracting Officer to discuss performance against stated criteria and to discuss emerging performance issues. The Supervisor or representative shall respond within four (4) working hours after notification of any such issues.

### **Technical Writer**

The Technical Writer shall demonstrate one (1) year of experience in technical writing. The Technical Writer should have knowledge and skills in technical documentation and presentation techniques, including technical writing, technical proofreading, and technical editing. He/she should demonstrate excellent command and articulation of the English language and have superior grammatical skills. The Technical Writer collects and organizes all written information required for preparation of deliverables; ensures the use of proper technical terminology; performs technical writing, editing, proofreading, and integration of computer-based material to produce reports, manuals, and support documentation deliverables; and translates technical information into clear, readable documents to be used by non-technical personnel.

### **Customer Service Representatives**

All Customer Service Representatives (CSR) shall demonstrate at least one (1) year of customer service experience, including phone and/or email call center experience and face-to-face customer service experience.

## **C.8 DEFINITION OF ACRONYMS and TERMS**

1. **USPTO:** The United States Patent and Trademark Office, an agency of the United States Department of Commerce
2. **UCC:** The USPTO Contact Center, the front-line customer service center for the USPTO.
3. **UCCMS:** The USPTO Customer Contact Management System. This system, based on COTS customer service software, allows the USPTO to track and manage all customer service questions and requests.
4. **ACD:** Automatic Call Distribution. This is a system that queues and distributes calls to "agent" groups waiting to receive the calls. It also allows callers to wait in queue until an agent is available (instead of callers hearing a busy signal).
5. **"Multi-channel":** supporting multiple customer communication means, including phone, email, fax and voicemail.
6. **ECC:** The Enterprise Contact Center. This system, based on COTS Multi-channel ACD software, is used by USPTO call centers to queue and route customer communications.

7. **CSR: Customer Service Representative.** This refers to all staff whose primary function is to answer customer phone calls, emails, voice mail, faxes, postal mail and walk-ins.

## **C.9 COMMERCE CONNECT**

In addition to the USPTO Contact Center phone lines, the Contractor shall also be responsible for the CommerceConnect 800 number. CommerceConnect is the front-line customer service center for the Department of Commerce (DOC) and responds to public inquiries seeking information on a variety of DOC programs and services.

- Calls will be received at the USPTO via an existing CommerceConnect 800 number.
- Customer Service Representatives (CSRs) will answer 80% of calls within 60 seconds.
- CSRs will access salesforce.com to generate a customer ticket (Name, contact information, question). Training on SalesForce will be provided by USPTO.
- CSRs will generate an email to a CommerceConnect Customer Care Representative notifying them of a new customer ticket which the Customer Care Representative will resolve and then close the customer ticket.
- Call volume is estimated at 500 per month. Each call is estimated to take an average of 2.5 minutes.

## **SECTION D - PACKAGING AND MARKING**

### **D.1 PACKAGING**

- (a) All items shall be preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe and timely delivery at the destination, in accordance with applicable security requirements.
- (b) Other special packaging provisions may be specified in any Task Order issued under this contract.

### **D.2 MARKING**

- (a) **PROPRIETARY OR SENSITIVE MATERIAL** -- The contractor shall isolate all material which it asserts is "proprietary" or "sensitive," and shall provide that material within an appendix or appendices. This isolation includes both material for which the contractor asserts its own rights and material that the contractor asserts is proprietary to another vendor or vendors. The contractor shall appropriately mark that appendix or those appendices; the contractor shall not mark any other pages of the document deliverables. The contractor shall refer the reader, in the main text, to the appendix or appendices. The contractor shall mark the cover of each and every document deliverable with a statement. That cover statement shall: 1) state that there is no proprietary content on unmarked pages; 2) identify the appendix or appendices which contain proprietary content; 3) state the USPTO has complete freedom to distribute the document, without the marked parts, to anyone, including other companies, foreign governments, foreign nationals, and academia; 4) state that the contractor assumes full responsibility for the correct isolation of proprietary content of the marked appendix or appendices. Within the marked appendix or appendices, the contractor also shall provide instructions for handling the information (e.g., "When this information is no longer of use to the Government, return to the contractor or ensure this section is shredded," "After x years, this information is no longer considered sensitive, and may be freely distributed or disposed"). This requirement applies to all tasks under this contract.
- (b) Other special marking provisions may be specified in any Task Order issued under this contract.

## **SECTION E - INSPECTION AND ACCEPTANCE**

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

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

<http://www.arnet.gov/far/>

52.246-04	Inspection of Services -- Fixed Price	Aug 1996
-----------	---------------------------------------	----------

### **E.2 INSPECTION AND ACCEPTANCE**

The COTR will inspect the services provided by the Contractor and document the results on a monthly basis using the UCC Monthly Performance Scorecard (See Section J, Attachment 3) and provide the Contractor with a copy of each month's results.

### **E.3 QUALITY CONTROL (QC) PLAN**

Within 30 days after award, the Contractor shall develop, implement, and manage a Quality Control Plan which includes contractor surveillance, documentation and inspection systems that ensure contract outcomes and performance metrics are met. The plan should also include provisions for any necessary remedial action plans.

**SECTION F - DELIVERIES AND PERFORMANCE****F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.arnet.gov/far/>

52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984

**F.2 PERIOD AND PLACE OF PERFORMANCE**

The period of performance of this contract is as follows:

<b>CONTRACT PERIOD</b>	<b>PERIOD OF PERFORMANCE</b>
Base Period	1 November 2010 through 31 October 2011
Option Period 1	1 November 2011 through 31 October 2012
Option Period 2	1 November 2012 through 31 October 2013

Unless otherwise specified, the place of performance shall be at the USPTO, 2800 South Randolph Street, Arlington, VA 22206, where the USPTO Contact Center is located.

**F.3 PRINCIPAL PERIOD OF OPERATION**

The UCC's hours of operations are from 8:30 a.m. to 8:00 p.m. Monday through Friday except Federal Holidays. CommerceConnect's hours of operations from 8:30 a.m. to 5:00 p.m. Monday through Friday except Federal Holidays.

The Contractor shall have access to the USPTO Contact Center between the hours of 6:30 a.m. and 9:00 p.m., Monday through Friday with the exception of Federal Holidays.

**F.4 MEETINGS**

The Key Personnel shall attend a kick-off meeting with the Contracting Officer (CO) within one week of contract award.

The Contractor shall meet with the USPTO a minimum of four (4) times during the transition period. Thereafter, the Contractor shall attend a weekly status meeting to discuss performance against stated criteria and to discuss emerging performance issues. Program reviews will be scheduled quarterly.

## F.5 REPORTS

Delivery of reports, unless otherwise specified, shall be by e-mail to the COTR, the Contracting Officer, and individuals within the USPTO Contact Center Branch as specified by the COTR. Reports shall be formatted in MS Word, PowerPoint, Excel, or MS Project format, as appropriate, and available in hard copy, if requested.

Unless otherwise specified, all documents/reports submitted by the Contractor shall include the following information on the cover page of each document/report:

- (1) name and business address of the Contractor,
- (2) contract number
- (3) name, position, and location of the Contracting Officer's Technical Representative, and
- (4) date of report and time period covered.

The Contractor shall provide the following reports in accordance with the schedule below. Ad hoc reports, not to exceed four per month, may be requested at the discretion of the COTR. Reports will be reviewed by the Government for completeness and accuracy. The Government will accept or reject the reports within ten (10) working days from date of receipt.

Specific report formats (Microsoft Word documents with Excel chart/table attachments), data elements (including but not limited to key performance indicator metrics), content, and frequency of reports shall be coordinated with and approved by the Government prior to the delivery of the reports.

Report Schedule	
Report	Due Date/ Update Frequency
Performance Reports (statistics per performance standards)	Daily, by next business day Weekly, by 2 <sup>nd</sup> business day of following week Monthly, by 5 <sup>th</sup> business day of the following month Quarterly, by 5 <sup>th</sup> business day of the following quarter Annually, by 5 <sup>th</sup> business day of the following year
Status Report (summary data and narrative, adherence to performance standards)	Attached to Performance Reports above
Various Status, Operational and Management Reports	As required

## F.6 PTO-17 CONTRACTOR FOIA REQUIREMENT (FEB 2010)

The contractor shall submit, in electronic (.pdf or .tif) format, a copy of the contract with any proposed redactions it believes are necessary and required by law. If the contractor is proposing any redactions to the contract, the basis for the redactions shall be submitted in writing and must accompany the electronic copy of the contract. This submission is due within 14 days of contract

award. If the Contracting Officer agrees with the contractor's proposed redactions, the document will be forwarded to the USPTO FOIA Officer for posting to the agency's e-FOIA website. Submission of the contract document in the required format and any written justification for the proposed redactions shall be provided at no cost to the government.



## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 CONTRACT ADMINISTRATION**

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

#### **(a) Contracting Officer's Technical Representative**

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government 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 the 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.

#### **(b) Contracting Officer**

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

### **G.2 CONTRACTING OFFICER'S AUTHORITY**

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

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

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

NAME: Long Ung  
ADDRESS: USPTO  
600 Dulany St  
MDW 4A29  
PHONE NO: 571-272-5180

(b) The Contracting Officer hereby designates the individual named below as the **alternate COTR. This individual may only act in the COTR's absence.**

NAME: Robert Keeler  
ADDRESS: USPTO  
600 Dulany St  
MDW 4A54  
PHONE NO: 571-272-2570

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.

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

- (1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. An alternative COTR may be named by the Contracting Officer in the absence of the COTR.

### G.4 INVOICING AND PAYMENT INSTRUCTIONS

(a) The Contractor shall only invoice for services rendered and deliverables furnished. For services performed for the USPTO, invoices shall be submitted in an original and two (2) copies to the following address:

U.S. Patent and Trademark Office  
Office of Finance, Mail Stop 17  
P.O. Box 1450  
Alexandria, VA 22313-1450

**OR submitted via e-mail to:**  
OfficeofFinance@uspto.gov

(b) To constitute a proper invoice, each invoice must include the following information or attached documentation:

- (1) Name of Contractor, invoice number and invoice date;
- (2) Contract number (one per invoice);
- (3) Description, price, and quantity of each CLIN;
- (4) Payment terms;
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
- (6) Production or other reports as required by the Government.

(c) If items are rejected for failure to conform to the contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25--see Section I) will apply to the new acceptance of replacement items.

#### **G.5 INVOICING/PAYMENT FREQUENCY**

The Contractor shall submit invoices on a monthly basis for services completed during the previous month.

#### **G.6 ELECTRONIC PAYMENT INFORMATION**

(a) The information required by the clause 52.232-33, Payment by Electronic Funds Transfer -- Contractor Central Registration (Oct 2003), shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award:

U.S. Patent and Trademark Office  
Office of Finance, Mail Stop 17  
P.O. Box 1450  
Alexandria, VA 22313-1450

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

**G.7 GOVERNMENT-FURNISHED PROPERTY**

A list of Government-furnished property is attached in Section J, Attachment 1.

**G.8 SUPERVISION OF CONTRACTOR'S EMPLOYEES**

- (a) Personnel assigned to render services under this contract shall at all times be employees of the Contractor or its subcontractor(s) and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder.
- (b) Contractor personnel shall not at any time during the contract period be employees of the USPTO unless permission is received in writing from the Contracting Officer.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 PTO-04C SECURITY CLAUSE (APR 2008)**

#### **ACCESS TO GOVERNMENT FACILITIES**

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

#### **DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA**

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

#### **GOVERNMENT FURNISHED DATA (IF APPLICABLE)**

The Government shall deliver to the Contractor, as may be requested, Government-Furnished Data (GFD) during the performance of this contract. GFD will be delivered to the Contractor as specified in each task order.

Title to GFD shall remain in the Government, and the Contractor shall use the GFD only in connection with this contract.

Upon completion or termination of this contract, the Contractor shall return to the Government all GFD.

#### **RIGHTS IN DATA (IF APPLICABLE)**

The Government shall have unlimited rights in software first produced in the performance of this contract. For the purposes of this clause, "software first produced in the performance of this contract" shall include, but not be limited to the following: non-COTS computer programs developed or previously developed and implemented by the Contractor in the performance of this

contract, related computer data bases and documentation thereof, source code, object code, algorithms, library code, library routine, and technical data of all software first produced in the performance of this contract. For the purposes of this clause, "unlimited rights" shall mean the right of the USPTO, at no extra cost to the USPTO or recipients, to use, disclose, reproduce unlimited copies, prepare derivative works, distribute unlimited copies to the public and foreign government patent offices, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

## **SECRECY AND USAGE OF PATENT INFORMATION**

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

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

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

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

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

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

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

## **H.2 PTO-06C LIMITATION ON CONTRACTOR ADVERTISEMENTS (SEP 2006)**

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal

Government or is considered by the Government to be superior to other products or 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.3 PTO-08C PHYSICAL ACCESS (SEP 2007)**

The performance of this contract requires contractors to have physical access to Federal premises for more than 180 days or access to a Federal information system. Any items or services delivered under this contract shall comply with the Department of Commerce personal identity verification procedures that implement HSPD-12, FIPS PUB 201, and OMB Memorandum M-05-24.

The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal information system.

### **H.4 PTO-11 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (AUG 2009)**

- a) Applicability. This clause is applicable to all contracts that require Contractor electronic access to Department of Commerce/USPTO sensitive non-national security or national security information contained in systems, or administrative control of systems that process or store information, that directly support the mission of the Agency.
- b) For the purposes of this clause the term "Sensitive" is defined by the guidance set forth in:

The Computer Security act of 1987 (P.L. 100-235), including the following definition of the term sensitive information "...any information, the loss, misuse, or unauthorized access to, or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

For purposes of this clause, the term "National Security" is defined by the guidance set forth in:

The DOC IT Security Program Policy and Minimum Implementation Standards, section 4.3 (<http://www.osec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm>).  
The DOC Security Manual, Chapter 18  
(<http://home.commerce.gov/ocy/SecurityManual/Security%20Manual%20Contents2.pdf>).

Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign

policy under an Executive Order or Act of Congress.

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

- c) The contractor shall be responsible for implementing sufficient Information Technology security to reasonably prevent the compromise of DOC/USPTO IT resources for all of the contractor's systems that are interconnected with a DOC/USPTO network or DOC/USPTO systems that are operated by the Contractor.
- d) All Contractor personnel performing under this contract and Contractor equipment used to process or store DOC/USPTO data, or to connect to DOC/USPTO networks, must comply with the requirements contained in the DOC Information Technology Management Handbook ([http://www.osec.doc.gov/cio/cio\\_it\\_policy\\_page.htm](http://www.osec.doc.gov/cio/cio_it_policy_page.htm))
- e) Contractor personnel requiring a user account for access to systems operated by the Contractor for DOC/USPTO or interconnected to a DOC/USPTO network to perform contract services shall be screened at an appropriate level in accordance with the Commerce Acquisition Manual (CAM) 1337.70, Security Processing Requirements for Service Contracts.
- f) Within 5 days after contract award, the Contractor shall certify in writing to the COR that its current employees, in performance of the contract, have completed initial IT security orientation training in DOC IT Security policies, procedures, computer ethics, and best practices, in accordance with DOC IT Security Program Policy, chapter 15, section 15.3. The Contractor shall provide this written certification to the COR within 30 days of a new employee beginning work under the contract. The COR will inform the Contractor of any other available DOC training resources. Annually thereafter the Contractor shall certify in writing to the COR that its employees, in performance of the contract, have completed annual refresher training as required by section 15.4 of the DOC IT Security Program Policy.
- g) Within 5 days of contract award, the Contractor shall provide the COR with signed acknowledgement of the provisions as contained in Commerce Acquisition Regulation (CAR), 1352.209-72, Restrictions Against Disclosures.
- h) The Contractor shall afford DOC/USPTO, including the Office of the Inspector General, access to Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent requirement to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DOC/USPTO data or to the function of computer



systems operated on behalf of DOC/USPTO, and to preserve evidence of computer crime.

- i) For all Contractor-owned systems for which performance of the contract requires interconnection with a DOC/USPTO network or that DOC/USPTO data be processed or stored on them, the Contractor shall provide, implement and maintain a Security Authorization Package in accordance with NIST, DOC, and USPTO policies, procedures, manuals and guidance. Specifically:

- (1) Within 14 calendar days after contract receipt, the Contractor shall submit for USPTO approval a project plan detailing the actions and timetable needed to complete the Security Authorization to Operate Process. "After approval by USPTO, the Contractor shall follow the work plan schedule to complete the authorization activities in accordance with applicable policies and guidelines." The Security Authorization project plan approved by USPTO shall be incorporated as part of the contract and will be used by USPTO as the basis for activities involving Security Authorization to Operate and continuous monitoring.

- (2) The Contractor shall develop a Security Authorization Package (SAP) conforming to applicable policies and guidelines. The SAP shall detail, append or address the following:

- a) The Contractor shall develop and document a System Security Plan (SSP) which shall include, but is not limited to, Description of the Information System, System Boundary, System Security Categorization, documentation of the selection of security controls and security control implementation applicable to the Contractor system (with verification of the Common Controls).

- b) The Contractor shall develop a Security Test and Evaluation (ST&E) Plan in accordance with applicable policies and guidelines. The Contractor shall subsequently assess the system in accordance with the approved plan. The Contractor shall develop the Security Assessment Report and shall conduct remediation actions based on the preliminary report. "The Contractor shall create POA&Ms for those controls which can not be remediated prior to submittal of the package for Authorization.

- c) After authorization of the system by a USPTO Authorizing Official, the Contractor shall maintain the approved level of the system security as documented in the Security Accreditation Package and assist the COR in annual assessments of control effectiveness in accordance with applicable policies and guidelines.

- (3) The Contractor shall complete the following activities as part of the USPTO continuous monitoring strategy: quarterly vulnerability scans, quarterly POA&M updates, annual contingency plan testing, annual security awareness training, and annual assessments of at least 33 percent (1/3) of the security controls applicable for the system in addition to DOC and USPTO critical/volatile controls unless otherwise specified by USPTO. "The Contractor shall remediate within 30 days any vulnerability found during vulnerability scanning or security control assessments." The Contractor shall create and

submit to the CACG a POA&M item for any vulnerability not remediated within 30 days of discovery. The Contractor shall perform a Security Impact Analysis in accordance with applicable policies and guidelines for all proposed changes which affect the Information System or the system environment.

(4) Contractor systems shall have a current baseline configuration documented and maintained as required in the USPTO Secure Baseline Policy. The contractor shall develop, document and maintain, for each system that may process, store, or transmit USPTO Sensitive But Unclassified (SBU) information, a current baseline configuration based on recommendations established by USPTO, NIST, the Center for Internet Security (CIS) benchmarks, and operating system and application vendors/manufacturers to ensure secure configurations of IT products. This requires the Contractor to:

Identify IT products that process, store, or transmit USPTO SBU information.

Identify checklists applicable for the IT products identified in the preceding activity, using the USPTO Security Configuration Baselines that are available for the Contractor's IT products. If the Contractor has an IT product that has not been documented by USPTO, the Contractor shall refer to checklists and or secure best practices provided by NIST, CIS benchmarks, operating systems, or application vendors/manufacturers.

Test the security settings and document the results and mitigate any non-compliance issues.

Document the secure configuration settings for each IT product. Implement the configuration settings within the production environment.

The contractor shall develop, document and maintain for each system a procedure for compliance with the Federal Desktop Core Configuration such that:

a) The Contractor shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). Guidance may be found at

[http://csrc.nist.gov/itsec/guidance\\_WinXP.html](http://csrc.nist.gov/itsec/guidance_WinXP.html) (for Windows XP settings) and

[http://csrc.nist.gov/itsec/guidance\\_vista.html](http://csrc.nist.gov/itsec/guidance_vista.html) (for Windows Vista settings).

b) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.

c) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

(6) Any activity identified above may be subject to USPTO independent verification and validation and approval.

(7) Failure to complete any of the above activities may result in termination of the contract.

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

(End of clause)

#### **H.5 PTO-12 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTOR PERSONNEL WORKING ON A DEPARTMENT OF COMMERCE/USPTO SITE (HIGH OR MODERATE RISK CONTRACTS) (SEP 2007)**

CAR 1352.237-71 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department of Commerce/USPTO Site or IT System (High or Moderate Risk Contracts)

**This contract is designated as Moderate Risk.**

##### **A. Investigative Requirements for High and Moderate Risk Contracts**

All contractor (and subcontractor) personnel proposed to be employed under a High or Moderate Risk contract shall undergo security processing by the USPTO Office of Security before being eligible to work on the premises of any Department of Commerce/USPTO facility, or through a Department of Commerce/USPTO IT system. All USPTO security processing pertinent to this contract will be conducted at no cost to the contractor. The level of contract risk will determine the type and scope of such processing as noted below.

##### **1. Non-IT Service Contracts**

- a. High Risk “ Background Investigation (BI)
- b. Moderate Risk “ Moderate Background Investigation (MBI)

##### **2. IT Service Contracts**

- a. High Risk IT “ Background Investigation (BI)
- b. Moderate Risk IT “ Background Investigation (BI)

3. In addition to the investigations noted above, non-U.S. citizens must have a pre-appointment check that includes a Customs and Immigration Service (CIS formerly Immigration and Naturalization Service) agency check.

**B. Additional Requirements for Foreign Nationals (Non-U.S. Citizens)**

To be employed under this contract within the United States, non-U.S. citizens must have: i. Official legal status in the United States; and ii. Continuously resided in the United States for the last two years; and Advance approval from the servicing Security Officer of the contracting operating unit in consultation with the Office of Security (OSY) headquarters. (The OSY routinely consults with appropriate agencies regarding the use of non U.S. citizens on contracts and can provide up-to-date information concerning this matter.)

**C. Security Processing Requirement**

1. Processing requirements for High and Moderate Risk Contracts are as follows:

- a. The contractor must complete and submit the following forms to the Contracting Officer Representative (COR): Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions; FD 258, Fingerprint Chart with OPM's designation in the ORI Block; and Credit Release Authorization.
- b. The COR will review these forms for completeness, initiate the CD-254, Contract Security Classification Specification, and forward the documents to the cognizant Security Officer.
- c. Upon completion of the security processing, the Office of Security, through the servicing Security Officer and the COR, will notify the contractor in writing of the individual's eligibility to be given access to a Department of Commerce/USPTO facility or Department of Commerce/USPTO IT system.

2. Security processing shall consist of limited personal background inquiries pertaining to verification of name, physical description, marital status, present and former residences, education, employment history, criminal record, personal references, medical fitness, fingerprint classification, and other pertinent information. For non-U.S. citizens, the COR must request an Immigration and Customs Enforcement (formerly INS) agency check. It is the option of the Office of Security to repeat the security processing on any contract employee at its discretion.

**D. Notification of Disqualifying Information**

If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the contracting officer, will immediately remove the contract employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following: Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude. Falsification of information entered on security screening forms or of other documents submitted to the USPTO. Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless

of whether the conduct directly related to the contract. Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

**NOTE:** Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce/USPTO facilities or access to IT systems.

**E. Access to National Security Information**

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

F. Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of Clause)

**H.6 PTO-16C CONTRACTOR NOTIFICATION REQUIREMENT (MAR 2010)**

The Contractor is required to notify the Contract Officer's Representative (COR) within one business day upon temporary or permanent termination of a Contractor employee, when that Contractor employee has USPTO system access rights, and at any other time when a Contractor employee no longer requires USPTO IT system access permissions.

**H.7 ORGANIZATIONAL CONFLICT OF INTEREST**

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

- (d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

## **H.8 FEDERAL HOLIDAYS**

For information purposes, the following days are observed as Federal holidays:

New Year's Day  
Martin Luther King, Jr. Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
Inauguration Day  
Any other day designated by Federal Statute, Executive Order, or Presidential proclamation.

The contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, on-site work shall not be permitted when Federal offices are closed due to inclement weather conditions or emergencies (status available at <<http://www.opm.gov/status/>>).

Liberal Leave/Delayed Arrival/Early Dismissal does not constitute closing of Federal offices. The Contractor is expected to provide full coverage in accordance with established hours of operation unless otherwise notified by the COTR.

## **H.9 NO WAIVER OF DELIVERY SCHEDULE**

- (a) None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the USPTO's right to terminate for default: (i) Delay by the USPTO in terminating for default and (ii) Acceptance of delinquent deliveries.
- (b) Any assistance rendered to the Contractor on the contract or acceptance by the USPTO of delinquent goods or services hereunder will be solely for the purpose of mitigating damages and is not to be construed as an intention on the part of the USPTO to condone any delinquency, or as a waiver of any rights the USPTO may have under subject contract.

## **H.10 KEY PERSONNEL**

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

## Technical Writer

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of Key Personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any 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 and meet the experience requirements stated in Section C. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

## H.11 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.12 INSURANCE

The Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

## H.13 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, rules and regulations having the force of law that deal with or relate to performance hereunder or the employment by the Contractor of the employees necessary for such performance. The Contractor shall procure such permits, licenses, and other required authorizations from the United States and from state and local authorities, as may be necessary in connection with beginning or carrying on to completion of the contract work, and shall at all times comply with all United States, State and Local Laws in any way affecting the contract work.

#### **H.14 GOVERNMENT IDENTIFICATION/SUITABILITY INVESTIGATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES**

- (a) The Contractor shall obtain from the USPTO Office of Security Contractor identification passes which must be displayed by each Contractor employee while on USPTO premises. USPTO security procedures require that an investigation be conducted on each Contractor employee before providing the passes.

(1) Investigative Processing -

The COTR, in conjunction with the contractor's Project Manager, is responsible for Initiating and ensuring the accuracy and completeness of the investigative package for each contract employee. Once the packages have been reviewed, packages will then be forwarded to the USPTO Security Office for further processing, e.g., fingerprinting, etc. Investigative paperwork must be submitted to and accepted by the USPTO Security Office within 14 days after the Subject's performance on the contract. During the investigative processing, each contract employee will be initially provided with a temporary badge good for 2 weeks and which each Contractor employee shall display while on USPTO premises.

(2) Processing Requirements -

The investigative package must contain the following investigative forms: SF-85, Questionnaire for Non Sensitive Positions; FD 258, Fingerprint Chart; and the OF 306, Declaration for Federal Employment. Non U.S. citizens to be employed under this contract must have: i. Official legal status in the United States; and ii. Continuously resided in the United States for the last 2 years.

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

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



Failure to comply with these requirements may result in the cancellation of this contract.

- (b) All investigative processing request information and requests for employee passes shall be forwarded to the COTR. The COTR will make recommendations and forward the pass requests to USPTO's Security Office.
- (c) All background investigation reports will be processed by the USPTO Security Office upon receipt. Those employees whose backgrounds do not meet DOC and USPTO suitability requirements will not be allowed to work in USPTO facilities. The Contractor will be notified of the results of any additional security investigations. USPTO reserves the right to deny facility access to those personnel who receive unfavorable security reports. All personnel employed by the Contractor in the performance of this contract or any representative of the Contractor entering USPTO/DOC facilities, shall abide by all security regulations of USPTO/DOC and shall be subject to security checks as may be deemed necessary. The Government reserves the right to direct the Contractor to remove from performance under this contract, any employee for misconduct or security reasons. Such action shall not excuse the Contractor from the responsible performance of all tasks under the contract.
- (d) The Security Manual and additional memos from the USPTO Director of Security, as well as USPTO security procedures shall apply to this contract and the Contractor's employees assigned under this contract. Copies of these documents may be obtained from the COTR.
- (e) This clause also applies to any subcontractors or consultants used by the Contractor.

#### **H.15 NOTIFICATION OF CHANGES**

(a) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, within two calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(b) *Government response.* The Contracting Officer shall promptly, within ten calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (b)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

## SECTION I - CONTRACT CLAUSES

### I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov>

NUMBER	TITLE	DATE
52.202-01	Definitions	Jul 2004
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Sep 2006
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Sep 2007
52.203-13	Contractor Code of Business Ethics and Conduct	Dec 2008
52.204-04	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-07	Central Contractor Registration	Apr 2008
52.204-09	Personal Identity Verification of Contractor Personnel	Sep 2007
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Sep 2006
52.215-02	Audit and Records—Negotiation	Mar 2009
52.215-08	Order of Precedence—Uniform Contract Format	Oct 1997
52.219-08	Utilization of Small Business Concerns	May 2004
52.219-14	Limitations on Subcontracting	Dec 1996
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Mar 2007
52.222-35	Equal Opportunity for Veterans	Sep 2010
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports Veterans	Sep 2010
52.222-41	Service Contract Act of 1965	Nov 2007
52.222-43	Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option contracts)	Sep 2009
52.222-50	Combating Trafficking in Persons	Feb 2009
52.222-54	Employment Eligibility Verification	Jan 2009
52.223-06	Drug-Free Workplace	May 2001
52.223-18	Contractor Policy to Ban Text Messaging While Driving	Sep 2010
52.227-01	Authorization and Consent	Dec 2007
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Dec 2007

NUMBER	TITLE	DATE
52.227-14	Rights in Data – General	Dec 2007
52.228-05	Insurance—Work on a Government Installation	Jan 1997
52.229-03	Federal, State, and Local Taxes	Apr 2003
52.232-01	Payments	Apr 1984
52.232-08	Discounts for Prompt Payment	Feb 2002
52.232-11	Extras	Apr 1984
52.232-23	Assignment of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2008
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	Oct 2003
52.233-01	Disputes (Alternate I – Dec 1991)	Jul 2002
52.233-03	Protest After Award	Aug 1996
52.233-04	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-02	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.237-03	Continuity of Services	Jan 1991
52.239-01	Privacy or Security Safeguards	Aug 1996
52.242-13	Bankruptcy	Jul 1995
52.243-01	Changes—Fixed Price (Alternate I – Apr 1984)	Aug 1987
52.244-06	Subcontracts for Commercial Items	Sep 2010
52.245-01	Government Property	Jun 2007
52.249-02	Termination for the Convenience of the Government (Fixed Price)	May 2004
52.249-08	Default (Fixed-Price Supply and Service)	Apr 1984
52.251-01	Government Supply Sources	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991

## 1.2 CLAUSES INCORPORATED IN FULL TEXT

### 52.217-08 Option to Extend Services. (Nov 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 of the end of the contract.

### 52.217-09 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 before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

**52.219-71 Section 8(a) Direct Award. (DEVIATION) (AUGUST 2009)**

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the Department of Commerce (DOC). Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and 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  
Washington Metropolitan Area District Office  
740 15<sup>th</sup> Street, N.W., Suite 300  
Washington, D.C. 20005-3544**

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

(c) The 8(a) contractor agrees:

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

(2) to adhere to the requirements of FAR 52.219-14, Limitations on Subcontracting.

**52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)**

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

Employee Class	Monetary Wage -- Fringe Benefits
Customer Service Representative (0303)	GS-7/8
Lead Customer Service Representative (0303)	GS-9/10
Information Specialist (0301)	GS-9/11/12
Program Analyst (0343)	GS-12

**52.252-06 Authorized Deviations in Clauses (Apr 1984)**

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

## **SECTION J - LIST OF ATTACHMENTS**

### **J.1 LIST OF ATTACHMENTS**

Attachment 1	Inventory of Government Furnished Equipment
Attachment 2	Wage Determination No. 2005-2103, Revision No. 10 dated 15 June 2010
Attachment 3	UCC Monthly Performance Scorecard

**DOC50PAPT1000044 – Attachment 3 – UCC Monthly Performance Scorecard**

<b>Contract No.</b> DOC50PAPT0901001	<b>Document No.</b> Monthly Scorecard	<b>Document Title</b> USPTO CONTACT CENTER SERVICES	<b>Page 1</b>
---	--	--	---------------

**Table 1 - Summary Observations**

		Summary Notes
<b>Supervisor and CSR Training</b>	Identify Training Deficiencies Schedule and Deliver Training	
<b>Supervisor and CSR Management</b>	Recruit Staff Forecast Workload Schedule Staff Monitor Staff Extract Reports	
<b>Detailed Reporting</b>	Provide Regular Summary Reports Provide Detailed Reports	



**DOC50PAPT1000044 – Attachment 3 – UCC Monthly Performance Scorecard**

<b>Contract No.</b> DOC50PAPT0901001	<b>Document No.</b> Monthly Scorecard	<b>Document Title</b> USPTO CONTACT CENTER SERVICES	<b>Page 2</b>
---	--	--	---------------

**Table 2 - Primary Performance Indicators**

Primary Key Performance Indicator Metrics (from Contract)				Actual (filled out monthly)		NOTES (updated monthly)
Performance Indicators	Calculation	Expected Target Performance	Frequency of Measure Reporting	# of measurements observations	At or above performance	Below Performance
Service Level (Responsiveness)						
Call Service Level	% of calls answered in 20 seconds	95%	Daily, Weekly, Monthly, Quarterly, Annually			Source ECC: (Response Report, Accumulative Percentage)
Voice mail Service Level	% of voicemails retrieved within 1 business day	100%	Weekly, Monthly, Quarterly, Annually			C.6.3 Performance Metrics Source ECC: (Email Received Report)
Fax	% of faxes responded to in 1 business days	100%	Weekly, Monthly, Quarterly, Annually			C.6.3 Performance Metrics Source: UCCMS (My Team's Service Request View)
Postal Mail	% of postal mail requests answered in 3 business days	100%	Weekly, Monthly, Quarterly, Annually			C.6.3 Performance Metrics Source: UCCMS (My Team's Service Request View)
Returned Mail	% of returned mail resolved in 5 business days	100%	Weekly, Monthly, Quarterly, Annually			C.6.3 Performance Metrics Source: UCCMS (All Activities View)
Walk-up Window availability	No of occurrences of walk-up window absenteeism or unavailability	100%	Adhoc, Monthly, Quarterly, Annually			C.6.3 Proper resolution of returned mail Random measurement; include how often it was measured C.6.3 Fulfillment of walk-up customer's requests

Contract No. DOC50PAPT0901001	Document No. Monthly Scorecard	Document Title USPTO CONTACT CENTER SERVICES	Page 3
----------------------------------	-----------------------------------	---	--------

Table 3 - Secondary Performance Indicators

Secondary Performance Indicator Metrics (from Contract)				Actuals (filled out monthly)		NOTES (updated monthly)
Performance Indicators	Calculation	Expected Target Performance	Frequency of Measure Reporting	# of measurements - observations	At or above performance	Below Performance  Notes
<b>Data Quality / Analysis</b>						
Customer Service Request Categorization	% errors with UCCMS service request categorization	3% or less	Weekly, Monthly, Quarterly, Annually			Source: UCCMS (My Team's Service Request View)
CSR Activity Logging	% of UCCMS service requests without logged actions (inbound CTI activity, referred activity, and problem logging - disconnect activity)	2% or less	Weekly, Monthly, Quarterly, Annually			C.6.3 Clear, detailed documentation of all inquiries/requests received Source: UCCMS (My Team's Service Request View)
	% of UCCMS transfers with no transfer logged	2% or less	Weekly, Monthly, Quarterly, Annually			C.6.3 Clear, detailed documentation of all inquiries/requests received
Service Request Resolution	% of UCCMS SRs with missing resolution info	2% or less	Weekly, Monthly, Quarterly, Annually			Source: UCCMS (My Team's Service Request View)
	% of UCCMS SRs with incorrect Closure status	2% or less	Weekly, Monthly, Quarterly, Annually	121	120	C.6.3 Clear, detailed documentation of all inquiries/requests received Source: UCCMS (My Team's Open Service Request View)
<b>Consistency / Accuracy</b>						
Publications	% of publications incorrectly submitted to fulfillment center	1% or less	Weekly, Monthly, Quarterly, Annually			Only includes weeks that begin & end in the month Source: UCCMS (Fulfillment View)
						C.6.3 Courteous and professional customer service including using a knowledgebase of pre-

**DOC50PAPT1000044 – Attachment 3 – UCC Monthly Performance Scorecard**

Contract No.	Document No.	Document Title	Page 4
DOC50PAPT0901001	Monthly Scorecard	USPTO CONTACT CENTER SERVICES	

Transfers	% of calls incorrectly transferred to another center	1% or less	Weekly, Monthly, Quarterly, Annually				approved responses to consistently and accurately send appropriate general information publications
PTDL Referral	% of PTDL referrals without logged PTDLs	1% or less	Weekly, Monthly, Quarterly, Annually				Source: UCCMS (My Team's Service Requests View)  C.6.3 Courteous and professional customer service including using a knowledgebase of pre-approved responses to consistently and accurately transfer customers to appropriate secondary call centers
Returned mail logging	% of returned mail with incorrect logging details	5% or less	Weekly, Monthly, Quarterly, Annually				Source: UCCMS (My Team's Service Requests View)  C.6.3 Clear, detailed documentation of all inquiries/requests received  Source: UCCMS (All Activities View)  C.6.3 Proper resolution of returned mail
<b>Customer Service / Customer Satisfaction</b>							
Courtesy	% of calls not following Courtesy guidelines	97%	Daily, Weekly, Monthly, Quarterly, Annually				C.6.3 Courteous and professional interaction with customers in accordance with customer service common practices
Professionalism	% of calls not following Professionalism guidelines	97%	Daily, Weekly, Monthly, Quarterly, Annually				C.6.3 Courteous and professional interaction with customers in accordance with customer service common practices
Complaint	% of complaints not accurately logged and escalated to USPTO	100%	Daily, Weekly, Monthly, Quarterly, Annually				C.6.3 Enact call elevation practices and procedures when necessary

WD 05-2103 (Rev.-10) was first posted on [www.wdol.gov](http://www.wdol.gov) on 06/22/2010

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

Shirley F. Ebbesen      Division of      Wage Determination No.: 2005-2103  
Director      Wage Determinations      Revision No.: 10  
Date Of Revision: 06/15/2010

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\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.26
05010 - Automotive Electrician		23.51
05040 - Automotive Glass Installer		22.15
05070 - Automotive Worker		22.15
05110 - Mobile Equipment Servicer		19.04
05130 - Motor Equipment Metal Mechanic		24.78
05160 - Motor Equipment Metal Worker		22.15

05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13

12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03

21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55

23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38



30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per 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 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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