

2. CONTRACT (Proc. inst. ident.) NO. 50PAPT301014 3. EFFECTIVE DATE 10/01/2003 4. ACQUISITION/PURCHASE REQUEST PROJECT NO. 1870300197/0001

5. ISSUED BY CODE * OFFICE OF PROCUREMENT
Office of Procurement
US Patent and Trademark Office
2011 Crystal Drive Suite 810
Arlington, VA 22202

6. ADMINISTERED BY (If other than Item 5) CODE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)
Catapult Technology, Ltd.
7201 Wisconsin Avenue
Suite 310
Bethesda, MD 20814-4846

8. DELIVERY ☐ FOB Origin ☒ Other (See below)

9. DISCOUNT FOR PROMPT PAYMENT
10 days %
20 days %
30 days %
days %

10. SUBMIT INVOICES (4 Copies unless otherwise specified) To THE ADDRESS SHOWN IN: ITEM 12

CODE * FACILITY CODE

11. SHIP TO/MARK FOR CODE No Shipping Information

12. PAYMENT WILL BE MADE BY CODE 34
U.S. Patent and Trademark Office
Office of Finance, Box 17
Washington, DC 20231

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304(c) () ☐ 41 U.S.C. 253(c) ()

14. ACCOUNTING AND APPROPRIATION DATA
2003 - - A - 187100 - - 2528 - - HR1413 - 187100 - - - NONCOMP - - -

| 15A. ITEM NO. | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|---------------|------------------------|---------------|-----------|-----------------|-------------|
| | SEE LINE ITEM DETAIL | | | | |

15G. TOTAL AMOUNT OF CONTRACT 1,125,000.00

16. TABLE OF CONTENTS

| () | SEC | DESCRIPTION | PAGE(S) | () | SEC | DESCRIPTION | PAGE(S) |
|-----------------------|-----|---------------------------------------|---------|----------------------------------------------------------|-------------------------------------------------------------------|---------------------|---------|
| PART I - THE 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 AND PERFORMANCE | | | | | |
| X | G | CONTRACT ADMINISTRATION DATA | | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | | |
| X | H | SPECIAL CONTRACT REQUIREMENTS | | M | EVALUATION FACTORS FOR AWARD | | |

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ 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 attached or incorporated by reference herein.

(Attachments are listed herein.)

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

19A. NAME AND TITLE OF SIGNER (Type or print)
Randy J. Slager, President

20A. NAME OF CONTRACTING OFFICER
Brendon Johnson

19B. NAME OF CONTRACTOR
By R. Slager
(Signature of person authorized to sign)

19C. DATE SIGNED
9/10/03

20B. UNITED STATES OF AMERICA
By Brendon Johnson
(Signature of Contracting Officer)

20C. DATE SIGNED
September 10, 2003

**Line Item
Summary**

Document Number
50PAPT3010

Title
OHR Operations & Customer Service Support

Page
2 of 31

Total Funding: \$1,125,000.00

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category

Division Closed FYs Cancelled Fund

| Line Item Number | Description | (Start Date to End Date) | Quantity | Unit of Issue | Unit Price | Total Cost (Includes Discounts) |
|---------------------|-------------|--------------------------|----------|------------------|------------|------------------------------------|
|---------------------|-------------|--------------------------|----------|------------------|------------|------------------------------------|

Total Cost: \$0.00

| | | | |
|-------------------------------------------|----------------------------------------|-----------------------------------------------------------|------------------------|
| Contract Level Funding Summary | Document Number 50PAPT301001 | Title OHR Operations & Customer Service Support | Page 3 of 31 |
|-------------------------------------------|----------------------------------------|-----------------------------------------------------------|------------------------|

2003 - - A - 187100 - - 2528 - - HR1413 - 187100 - - - - NONCOMP - - - -

\$1,125,000.00

Reference Requisition: 1870300197/0001

Total Funding: \$1,125,000.00

USPTO OHR OPERATIONS AND CUSTOMER SERVICE SUPPORT

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PERFORMANCE BASED SERVICES CONTRACT

This is a Performance Based Services Contract.

B.2 CONTRACT TYPE

This is an Indefinite Delivery Indefinite Quantity (IDIQ) contract with a performance based incentive package that includes a multi-tiered payment structure. The Government's minimum, maximum, and estimated quantities are provided.

B.3 OPTION CONTRACT LINE ITEM NUMBERS

This is a hybrid contract. The Government has the option to exercise Option Contract Line Item Numbers (CLIN) 0007, 0014, 0021, 0028, and 0035. These CLINs may be ordered on a labor hour basis through the issuance of task orders. The prices set forth for Option Contract Line Item Numbers (CLIN) 0007, 0014, 0021, 0028, and 0035 shall be inclusive of all labor and material costs, burdens, any other direct costs, and profit. Minimums and maximums do not apply to these Option CLINs. The incentive structure at clause B.9.1 does not apply to these Option Contract Line Item Numbers.

B.4 BASE PERIOD (October 1, 2003 through September 30, 2004)

| CLIN | DESCRIPTION | Minimum | Maximum | Estimate | Unit | Unit Price | ESTIMATED TOTAL AMT |
|--------------|---------------------------------------------------------------------------------------------------|---------|---------|----------|------|------------|---------------------|
| 0001 | Personnel Documents: Requests for personnel actions and Notifications of personnel actions | | | | | | |
| 0001a | SF-52 (filed) | 5,000 | 25,000 | 10,500 | EA | | |
| 0001b | SF-50 (filed) | 5,000 | 35,000 | 25,000 | EA | | |
| 0002 | Payroll Documents: Health, Life, Retirement, and Pay disbursement forms | | | | | | |
| 0002a | Payroll Documents (filed) | 5,000 | 20,000 | 15,000 | EA | | |
| 0003 | Records Management: Oversight of file retrieval and maintenance of personnel files. | | | | | | |
| 0003a | File Process (e.g. PAPs) | 5,000 | 8,000 | 7,500 | EA | | |
| 0003b | Document/RPT Distribution | 390 | 780 | 390 | EA | | |
| 0004 | Data Entry: Input of personnel and payroll data | | | | | | |
| 0004a | Data Entry | 5200 | 15,600 | 10,400 | EA | | |
| 0005 | Customer Service: Assist and direct customers in the use of OHR systems | | | | | | |
| 0005a | Customer Svc. | 1800 | 2007 | 2007 | HR | | |
| 0006 | Review Services: Activities implemented to improve the quality of the OHR processes | | | | | | |
| 0006a | Quality Review | 5,000 | 25,000 | 10,500 | EA | | |
| 0006b | Audit Review | 300 | 1000 | 750 | EA | | |
| Option 0007 | Personnel Assistant: Assists with processing Personnel Actions | | | | | | |
| Option 0007a | Personnel Assistant Labor Category | | | 10,000 | HR | | |

DOCUMENT REDACTED
EXEMPTION 4 FOIA
5 USC § 552(b)(4)
USPTO FOIA 03-277

B.5 Option Period I (October 1, 2004 through September 30, 2005)

| CLIN | DESCRIPTION | Minimum | Maximum | Estimate | Unit | Unit Price | ESTIMATED TOTAL AMT |
|--------------|---------------------------------------------------------------------------------------------------|---------|---------|----------|------|------------|---------------------|
| 0008 | Personnel Documents: Requests for personnel actions and Notifications of personnel actions | | | | | | |
| 0008a | SF-52 (filed) | 5,000 | 26,000 | 11,500 | EA | | |
| 0008b | SF-50 (filed) | 5,000 | 36,000 | 26,000 | EA | | |
| 0009 | Payroll Documents: Health, Life, Retirement, and Pay disbursement forms | | | | | | |
| 0009a | Payroll Documents (filed) | 5,000 | 21,000 | 16,000 | EA | | |
| 0010 | Records Management: Oversight of file retrieval and maintenance of personnel files. | | | | | | |
| 0010a | File Process (e.g. PAPs) | 5,000 | 9,000 | 8,500 | EA | | |
| 0010b | Document/RPT Distribution | 390 | 800 | 400 | EA | | |
| 0011 | Data Entry: Input of personnel and payroll data | | | | | | |
| 0011a | Data Entry | 5200 | 18,200 | 13,000 | EA | | |
| 0012 | Customer Service: Assist and direct customers in the use of OHR systems | | | | | | |
| 0012a | Customer Svc. | 1800 | 2007 | 2007 | HR | | |
| 0013 | Review Services: Activities implemented to improve the quality of the OHR processes | | | | | | |
| 0013a | Quality Review | 5,000 | 26,000 | 11,500 | EA | | |
| 0013b | Audit Review | 300 | 1000 | 750 | EA | | |
| Option 0014 | Personnel Assistant: Assists with processing Personnel Actions | | | | | | |
| Option 0014a | Personnel Assistant Labor Category | | | 11,000 | HR | | |

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USPTO FOIA 03-277

B.5 OPTION PERIOD II (October 1, 2005 through September 30, 2006)

| CLIN | DESCRIPTION | Minimum | Maximum | Estimate | Unit | Unit Price | ESTIMATED TOTAL AMT |
|--------------|---------------------------------------------------------------------------------------------------|---------|---------|----------|------|------------|---------------------|
| 0015 | Personnel Documents: Requests for personnel actions and Notifications of personnel actions | | | | | | |
| 0015a | SF-52 (filed) | 5,000 | 27,000 | 12,500 | EA | | |
| 0015b | SF-50 (filed) | 5,000 | 37,000 | 27,000 | EA | | |
| 0016 | Payroll Documents: Health, Life, Retirement, and Pay disbursement forms | | | | | | |
| 0016a | Payroll Documents (filed) | 5,000 | 22,000 | 17,000 | EA | | |
| 0017 | Records Management: Oversight of file retrieval and maintenance of personnel files. | | | | | | |
| 0017a | File Process (e.g. PAPs) | 5,000 | 10,000 | 9,500 | EA | | |
| 0017b | Document/RPT Distribution | 390 | 810 | 410 | EA | | |
| 0018 | Data Entry: Input of personnel and payroll data | | | | | | |
| 0018a | Data Entry | 5,200 | 20,800 | 15,600 | EA | | |
| 0019 | Customer Service: Assist and direct customers in the use of OHR systems | | | | | | |
| 0019a | Customer Svc. | 1800 | 2007 | 2,007 | HR | | |
| 0020 | Review Services: Activities implemented to improve the quality of the OHR processes | | | | | | |
| 0020a | Quality Review | 5,000 | 27,000 | 12,500 | EA | | |
| 0020b | Audit Review | 300 | 1,000 | 750 | EA | | |
| Option 0021 | Personnel Assistant: Assists with processing Personnel Actions | | | | | | |
| Option 0021a | Personnel Assistant Labor Category | | | 12,000 | HR | | |

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5 USC § 552(b)(4)
USPTO FOIA 03-277

B.6 OPTION PERIOD III (October 1, 2006 through September 30, 2007)

| CLIN | DESCRIPTION | Minimum | Maximum | Estimate | Unit | Unit Price | ESTIMATED TOTAL AMT |
|--------------|---------------------------------------------------------------------------------------------------|---------|---------|----------|------|------------|---------------------|
| 0022 | Personnel Documents: Requests for personnel actions and Notifications of personnel actions | | | | | | |
| 0022a | SF-52 (filed) | 5,000 | 28,000 | 13,500 | EA | | |
| 0022b | SF-50 (filed) | 5,000 | 38,000 | 28,000 | EA | | |
| 0023 | Payroll Documents: Health, Life, Retirement, and Pay disbursement forms | | | | | | |
| 0023a | Payroll Documents (filed) | 5,000 | 23,000 | 18,000 | EA | | |
| 0024 | Records Management: Oversight of file retrieval and maintenance of personnel files. | | | | | | |
| 0024a | File Process (e.g. PAPs) | 5,000 | 11,000 | 10,500 | EA | | |
| 0024b | Document/RPT Distribution | 390 | 820 | 420 | EA | | |
| 0025 | Data Entry: Input of personnel and payroll data | | | | | | |
| 0025a | Data Entry | 5,200 | 23,400 | 18,200 | EA | | |
| 0026 | Customer Service: Assist and direct customers in the use of OHR systems | | | | | | |
| 0026a | Customer Svc. | 1800 | 2,007 | 2,007 | HR | | |
| 0027 | Review Services: Activities implemented to improve the quality of the OHR processes | | | | | | |
| 0027a | Quality Review | 5,000 | 28,000 | 13,500 | EA | | |
| 0027b | Audit Review | 300 | 1,000 | 750 | HR | | |
| Option 0028 | Personnel Assistant: Assists with processing Personnel Actions | | | | | | |
| Option 0028a | Personnel Assistant Labor Category | | | 13,000 | HR | | |

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USPTO FOIA 03-277

B.8 OPTION PERIOD IV (October 1, 2007 through September 30, 2008)

| CLIN | DESCRIPTION | Minimum | Maximum | Estimate | Unit | Unit Price | ESTIMATED TOTAL AMT |
|--------------|---------------------------------------------------------------------------------------------------|---------|---------|----------|------|------------|---------------------|
| 0029 | Personnel Documents: Requests for personnel actions and Notifications of personnel actions | | | | | | |
| 0029a | SF-52 (filed) | 5,000 | 29,000 | 14,500 | EA | | |
| 0029b | SF-50 (filed) | 5,000 | 39,000 | 29,000 | EA | | |
| 0030 | Payroll Documents: Health, Life, Retirement, and Pay disbursement forms | | | | | | |
| 0030a | Payroll Documents (filed) | 5,000 | 24,000 | 19,000 | EA | | |
| 0031 | Records Management: Oversight of file retrieval and maintenance of personnel files. | | | | | | |
| 0031a | File Process (e.g. PAPs) | 5,000 | 12,000 | 11,500 | EA | | |
| 0031b | Document/RPT Distribution | 390 | 830 | 430 | EA | | |
| 0032 | Data Entry: Input of personnel and payroll data | | | | | | |
| 0032a | Data Entry | 5,200 | 26,000 | 20,800 | EA | | |
| 0033 | Customer Service: Assist and direct customers in the use of OHR systems | | | | | | |
| 0033a | Customer Svc. | 1800 | 2,007 | 2,007 | HR | | |
| 0034 | Review Services: Activities implemented to improve the quality of the OHR processes | | | | | | |
| 0034a | Quality Review | 5,000 | 29,000 | 14,500 | EA | | |
| 0034b | Audit Review | 300 | 1,000 | 750 | EA | | |
| Option 0035 | Personnel Assistant: Assists with processing Personnel Actions | | | | | | |
| Option 0035a | Personnel Assistant Labor Category | | | 13,000 | HR | | |

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5 USC § 552(b)(4)
USPTO FOIA 03-277

B.9 PERFORMANCE BASED INCENTIVES

B.9.1 Performance Based Price Adjustments

The following incentive plan is provided for this contract.

The term "Speed" refers to the percentage of CLINs that are processed on time. The day or hour count begins at the time that the contractor receives Government inputs from the USPTO and ends at the time that the contractor provides the required document or service to the USPTO. USPTO will sample documents and services provided by the contractor on a minimum of a quarterly basis and in accordance with the agreed Quality Assurance Plan, in order to calculate the average speed of the contractor. The sample or measure quantity of a CLIN that is completed within the Acceptable Quality Level for speed divided by the total sample or measure quantity of a CLIN completed for the evaluation period will be the formula that will be used to establish Speed. This figure will be used in calculating performance-based adjustments to the unit price for each CLIN in the contractor's invoices for the measured period.

The term "Error Rate" refers to percentage of CLINs provided by the contractor to the USPTO that do not meet the Acceptable Quality Level in terms of errors for the CLIN. USPTO will sample submissions by the contractor on a minimum of a quarterly basis and in accordance with the agreed Quality Assurance Plan in order to calculate the error rate of the contractor. For each area of documentation or service sampled, USPTO will determine all errors. The sample or measure quantity of a CLIN that is completed within the Acceptable Quality Level for error divided by the total sample or measure quantity of a CLIN completed for the evaluation period will be the formula that will be used to establish Error Rate. This figure will be used in calculating performance-based adjustments to the unit price for each CLIN in the contractor's invoices for the measured period.

Prices listed in the contract award will be subject to the performance-based adjustments provided below. Adjustments will be made to the unit price for each CLIN in the contractor's invoice for task/delivery orders in accordance with the Speed and Error Rate measurements described above.

The invoice following the review period will be increased, unchanged, or offset by the adjustment for the previous period.

When Speed = 98% AND Error Rate is Less than 1.6-2% = contract price is paid

Positive Incentives:

When Speed = at least [REDACTED] AND Error Rate is [REDACTED] = contract price + [REDACTED] is paid

When Speed = at least [REDACTED] AND Error Rate Less than [REDACTED] = contract price + [REDACTED] is paid

Negative Incentives:

When Speed = at least 98% but Error Rate is 3.01 - 10% = contract price - 10%

When Speed = at least 98% but Error Rate is 10.01 - 25% range = contract price - 30%

When Speed = at least 98% but Error Rate is more than 25.01% = contract price - 40%

When Error Rate is less than 2%, but average speed is 95.01 - 97% on time = contract price - 10%

When Error Rate is less than 2%, but average speed is 90 - 95% on time = contract price - 40%

When Error Rate is less than 2%, but average speed is less than 90% on time = contract price - 50%

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5 USC § 552(b)(4)
USPTO FOIA 03-277

SECTION C – STATEMENT OF OBJECTIVES

C.1 INTRODUCTION/BACKGROUND

The United States Patent and Trademark Office (USPTO) has a requirement for human resources operational and customer service support services for the Office of Human Resources (OHR), U.S. Patent and Trademark Office (USPTO), U.S. Department of Commerce (DOC). The USPTO is currently located in Crystal City, Arlington, VA but will be relocating to a new campus in Alexandria, VA at some point between late 2003 and 2005.

The OHR plays a variety of roles in supporting the USPTO's 21st Century Strategic Plan. Human Resources' personnel have the opportunity to play key roles in policy formulation by recruiting, hiring, training and compensating competent personnel throughout the life cycle of each individual employee. A primary component to monitoring and tracking personnel activities is maintenance of the Official Personnel Folders and other associated filing requirements mandated by Office of Personnel Management (OPM) regulations. While the broad scope of technical subject matter involved in recruiting and retaining patent and trademark professionals is sometimes daunting, OHR has always been able to hire more than sufficient personnel and subsequently maintain more than 30,000 personnel records per year.

The OHR is the bulwark of the USPTO, in that without OHR, USPTO would not have the ability to function and renew the personnel pool of technical talent that USPTO requires. There are almost 7,000 current employees in the USPTO. Proper maintenance of personnel records, namely the Official Personnel Folder (OPF); Individual Payroll File (IPF) used to maintain employee payroll activities; Employee Performance Folder (EPF); Medical Personnel File (MPF), and other operational files, etc., associated with incumbent personnel and proper disposition of more than some 30,000+ personnel records are critical OHR functions.

C.2 SCOPE

This contract is to fulfill United States Patent and Trademark Office (hereinafter referred to as the USPTO) requirements for OHR Operations Support and Customer Service. The timely and accurate handling of personnel actions, human resources operations, and customer service must be recognized as a vital and mandatory requirement of this contract. It is anticipated that specific requirements will change over the life of this contract. This will result in the USPTO modifying this contract to incorporate in-scope changes. Further, given the pace of change in information technology and the telecommunications marketplace, it is impossible to anticipate how individual USPTO requirements will evolve over the life of the contract. Throughout the life of this agreement, the contractor is encouraged to continuously seek ways to incorporate innovative and emerging technologies that in the most economic and efficient manner improves systems and mission performance.

C.3 SERVICES REQUIRED

The OHR has a goal to explore measures to function most effectively in meeting OHR's mission in "aligning HR practices and HR systems with the objectives of the business practices" in its role as business partners, advisors and consultants. In view of this, OHR has elected to outsource many of its operational and customer service support functions to allow OHR to operate as strategic partners and business planners to our customers. As such, the Contractor shall be required to provide technical advice on and perform office-wide, on-going human resources operational and customer support services. The services are to be administered at USPTO in Arlington and/or Alexandria, VA and scheduled to commence on or about August 21, 2003.

The Contractor shall provide experienced and qualified professional personnel to provide services to include, but not limited to the following:

1. Records Management Support
2. Operational/Quality Support
3. Data Entry/Data Base Management/Information Technology
4. Customer Support Services

5. Other Support Services

A summary of the required services and the corresponding performance standards and surveillance plans is provided in Attachment F, Performance Requirements Summary (PRS).

C.3.1 RECORDS MANAGEMENT SUPPORT

The Contractor shall perform the required records management and retention support services necessary for the maintenance of all USPTO employees' personnel/payroll documents, Official Personnel Folders (OPF), Individual Payroll Files (IPF) and Employee Performance Folders (EPF), (* for employees who are identified with a certified medical disability, a Medical Personnel Folder (MPF) must be created and maintained) in accordance with OPM guidelines (Payroll Documents Filed CLIN 0002a, CLIN 0009a, CLIN 0016a, CLIN 0023a, CLIN 0030a; File Process CLIN 0003a, CLIN 0010a, CLIN 0017a, CLIN 0024a, CLIN 0031a; SF-52 Filed CLIN 0001a, CLIN 0008a, CLIN 0015a, CLIN 0022a, CLIN 0029a; SF-50 Filed CLIN 0001b, CLIN 0008b, CLIN 0015b, CLIN 0022b, CLIN 0029b). In doing so, the contractor shall assess for peak filing times and realign staffing levels to ensure document filing and distribution are completed within specified timeframes. The Contractor shall track the whereabouts of all Official Personnel Folders (OPF), Individual Payroll Files (IPF) and Employee Performance Folders (EPF), (* and Medical Personnel Folder, MPF, if applicable) for which OHR is responsible. In conjunction with audits/reviews such as the annual financial audit and Office of Personnel Management review, the Contractor will first ensure that all requested/required documents are in compliance with OPM guidelines.

As the OPF/IPF/EPF/MPF tracking system transitions from a manually driven environment to an automated (electronic) environment, the contractor will provide the necessary personnel to support the transition and its associated processes.

A description of the current workflow process is provided in Attachment B. Attachment C provides a list of Personnel and Payroll Document Types.

C.3.2 OPERATIONAL/QUALITY SUPPORT SERVICES

The Contractor shall provide operational support and technical advice in augmenting the responsibilities of the personnel specialists. The contractor will provide a wide range of professional services while working seamlessly with OHR professional and technical staff to improve OHR processes and procedures. This will include incorporating quality control and quality assurance processes for each of the operational areas for which the contract is responsible for supporting. Specifically, the contractor will ensure a quality and validation process for the inherent audit review process of the SF-52 and 50 for accuracy and maintain a qualified database management system for tracking and monitoring the accuracy of data input and output for quality control/quality assurance purposes (Quality Review CLIN 0006a, CLIN 0013a, CLIN 0020a, CLIN 0027a, CLIN 0034a, Audit Review 0006b, CLIN 0013b, CLIN 0020b, CLIN 0027b, CLIN 0034b). All aspects of quality control/quality assurance shall include performance standards and measures for which contract performance will be gauged in meeting contract requirements. The Contractor will anticipate operational periods of peak performance (e.g. annual performance rating and awards) and will adjust priorities accordingly while lessening periods of downtime.

Contract personnel will work seamlessly with OHR professionals and apply best practices. In addition, the contractor will be required to assist OHR in assessing the organization's processes for improvement. Routine management reporting will include addressing operational activities, e.g. filing, monitoring, distribution of documents and data entry of personnel applications. Additional management reporting requirements will include error reported data (SINQ) and quarterly reviews for validating the accuracy of contract activity.

A description of the current workflow process is provided in Attachment B.

C.3.3 DATA ENTRY/DATA BASE MANAGEMENT/INFORMATION TECHNOLOGY (IT)

The Contractor shall supply operational support and data entry/data base management/IT to OHR by furnishing a wide-range of clerical and administrative support functions. The Contractor will be required to operate the automated tracking systems that will monitor file activities throughout OHR. The audit and file

maintenance aspects of the contract will require the contractor to enter data (Data Entry CLIN 0004a, CLIN 0011a, CLIN 0018a, CLIN 0025a, CLIN 0032a), rectify erroneous data, and verify the correction of data using the NFC and/or other data management systems in ensuring that the OPF/IPF/EPF contains accurate and up-to-date information. The contractor must provide qualified data entry personnel and establish a verification process that will include quality control and quality review performance measures, to be incorporated in the weekly/biweekly/annual management reporting requirements (Document Report/Distribution CLIN 0003b, CLIN 0010b, CLIN 0017b, CLIN 0024b, CLIN 0031b). The contractor shall provide support for systems conversion, implementation, or training on HR automated systems in the event that OHR requires support. Contract positions require experienced business administrators skilled in working in an electronic environment in manning a parallel process in the development, auditing, and routine maintenance of the OPF/IPF/EPF files.

The contractor will be required to maintain the INFOLINX 2000 electronic tracking and monitoring system used to capture activities associated with the routine use of the OPF/IPF/EPF. The contractor will have access to the Internet via PTONet to obtain OPM regulations, guidelines, and references @ <http://www.opm.gov>.

The Contractor shall use USPTO-supplied computers to access the on-line Internet databases including Infolinx 2000 and other DOC/USPTO databases, international patent and trademark databases, and/or the current USPTO integrated PTDL library system, if necessary. The Contractor shall utilize all available USPTO software and databases to conduct the required software research to attain the maximum automation of the OHR personnel and HR systems commensurate with OHR requirements.

The Contractor's personnel staff shall establish a security system that provides for the safety and privacy of materials that pertain to on-going or prior personnel file activity. These materials will be held in a secure area within the OHR facility and will not be allowed out of the facility, however, with the exception of the Office of Civil Rights, Equal Employment Opportunity cases and the Office of General Counsel located in close proximity to OHR. Other exceptions must have written approval from the OHR Director.

A description of the current workflow process is provided in Attachment B and Attachment D.

C.3.4 CUSTOMER SUPPORT SERVICES

The Contractor will be responsible for the duties associated with the operation and administration of receptionist and front desk activities (Customer Service CLIN 0005a, CLIN 0012a, CLIN 0019a, CLIN 0026a, and CLIN 0033a). These duties include (but are not limited to) the following: greeting and receiving customers; sorting and distribution of incoming/outgoing mail; distribution of OHR related forms and documents. Contractor will be required to encourage the use of electronic resources made available via Internet or intranet access to retrieve employee personnel data in order to promote greater efficiency.

The Contractor will assist OHR in rendering customer support services to the USPTO program offices in performing an audit of the time and attendance records of recorded leave activity for accuracy against the NFC personnel database system.

A description of the current workflow process is provided in Attachment B and Attachment E.

C.3.5 PERSONNEL SPECIALISTS AND ASSISTANTS

In the provision of the required services it may become evident that OHR may require an extension of the services currently being provided or a different set of services (CLIN 0007a, CLIN 0014a, CLIN 0021a, CLIN 0028a, CLIN 0035a). Specifically, the Contractor will be required to assist OHR in the administration and implementation of one-time or periodic efforts/tasks, e.g., reduction-in-force (RIF); review and organization of operational and/or functional filing systems; training sessions for newly implemented HR systems; reorganizations/realignments; and "clean-up" activities relative to remedial efforts.

The Contractor shall provide sufficient staffing flexibility and capability to meet the needs of the USPTO in these newly identified areas including but not limited to: Human Resources Specialist (Staffing); Human Resources Specialist (Classification); Human Resources Specialist (Employee Relations); Human Resources

Specialist (Labor Relations); Human Resources Assistants; Office Automation Clerks and General Clerks, Records Management Specialists, HR Quality Control Specialists, Librarians, and others.

C.4 CONTRACTOR REQUIREMENTS

- C.4.1 The contractor must have a detailed working knowledge of duties and responsibilities relative to federal human resource, OPM guidelines, specifically: "The Guide to Personnel Record Keeping and The Guide to Personnel Processing."
- C.4.2 Contractor experience shall include management and oversight of records management, assessments, analysis and inventory; concepts and theories of quality control administration; data entry and database management/IT; personnel auditing principles; and customer support services.
- C.4.3 Contractor administration must be performed in a manner that allows the contractor to carryout the contract requirements, paralleled with managing the daily use of required personnel files (OPF/IPF/EPF/MPF) by operational units within the human resource organization while performing their duties and responsibilities.
- C.4.4 The contractor must adhere to the strict confidentiality standards as set forth in the Privacy Act and policies established by the USPTO.

C.5 SUPPORTING REQUIREMENTS

- C.5.1 The contractor shall establish performance standards and measures for each requirement, developed in accordance with performance criteria set by the COTR and/or OHR operational management in maintaining a performance-based contract.
- C.5.2 The COTR and/or OHR operational management will perform periodic spot-check reviews for quality purposes.
- C.5.3 The following performance elements will be monitored routinely by the COTR for performance standards in meeting the requirements set forth in the contract throughout the performance period:
- Accuracy of filed OPF/IPF/EPF/MPF
 - Quality Review, SF-52/50 – 5% quarterly review of files
 - Weekly/biweekly/Monthly reported data entered (i.e., key stroke errors)
 - Time and Attendance leave audit activities (i.e., findings and reported corrective actions)
 - The contractor will develop and maintain a qualified database management system for tracking and monitoring the accuracy of data input and output for quality control/quality assurance purposes for each requirement that involves the processing of and distribution of personnel/payroll application data.

C.6 CONTRACTOR DELIVERABLES

- C.6.1 Ensure the presence of an OPF/IPF/EPF (MPF, if applicable) for each employee identified on the current Employee Alpha Roster including separated employees.
- C.6.1 Ensure management information reporting requirements address, at minimum, each of the performance elements noted in Sec. C.5.3.

C.7 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION

The USPTO will provide the necessary workspace to perform the required task. In addition, the government will provide the supplies and equipment necessary to complete the tasks in meeting OPM and USPTO required standards (i.e., lektriers, OPF, EPF, IPF and MPF retention folders; burn bags, inter-office mailing envelopes, personnel documents (forms) photocopier, photocopy paper and toner, archive boxes. The Government will provide the resources necessary to accommodate contract personnel occupancy and seating (i.e. standard desk and chair; the contractor will be required to provide any needs for ergonomic furnishings or personal accommodations). The Government will provide the contractor with computers and internet access as needed for performance of the contract. The Government will provide a telephone desk set as needed for contract performance and for key personnel only. All Internet and telephone use must be conducted in accordance with USPTO's "Rules of the Road", "Media Contact Policy", and policies, rules and guidelines available on the USPTO intranet. The contractor must provide office supplies and equipment essential to performing requirements specified herein (pens/pencils, pads, staplers/staples, tape/tape dispensers, binders/clips, etc.)

SECTION D - PACKAGING AND MARKING

Any deliverable/report required under this contract shall be delivered in accordance with standard commercial practices and shall be marked with the Contract Number. Deliverables, reports and manuals may also be requested to be submitted electronically.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE

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

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

| | | |
|-----------|--------------------------------------|----------|
| 52.246-04 | Inspection of Services – Fixed Price | AUG 1996 |
|-----------|--------------------------------------|----------|

E.2 QUALITY ASSURANCE SURVEILLANCE PLAN

The Government QASP is provided in Attachment G.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE

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

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

| | | |
|-----------|--------------------------|----------|
| 52.242-15 | Stop Work Order | AUG 1989 |
| 52.242-17 | Government Delay of Work | APR 1984 |
| 52.247-34 | F.o.b. Destination | NOV 1991 |

F.2 EFFECTIVE PERIOD OF THE CONTRACT

The effective period of this contract is as follows:

| | |
|----------------------------------|--------------------------------------------|
| Base Period | October 1, 2003 through September 30, 2004 |
| Option Period I (if exercised) | October 1, 2004 through September 30, 2005 |
| Option Period II (if exercised) | October 1, 2005 through September 30, 2006 |
| Option Period III (if exercised) | October 1, 2006 through September 30, 2007 |
| Option Period IV (if exercised) | October 1, 2007 through September 30, 2008 |

Any order issued during the effective period of this contract and not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to the order to the same extent as if the order were completed during the contract's effective period. The base period is subject to four one-year extensions respectively. Delivery orders or task orders will not be issued prior to the availability of appropriated funds from which expenditures there under may be made.

F.3 ORDERING PROCEDURES

- A. As required, the Contracting Officer will issue a modification to the contract providing funding for the task or delivery order.
- B. Services to be furnished under this contract shall be ordered by the issuance of a task or delivery order (Sent to the Contractor via electronic mail/fax from the Contracting Officer (CO)).
- C. All orders issued hereunder are subject to the terms and conditions of this contract. The Contract shall govern in the event of conflict with any task or delivery order.
- D. An order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.
- E. Orders issued will be at the fixed unit prices awarded for CLIN 0001 through CLIN 0031b and within the delivery times specified.
- F. The Contracting Officer may issue oral modifications to the task/delivery orders within the general scope of the contract for modifications to time of performance, place of performance, and quantities. The USPTO will not pay for services ordered but not performed. Any oral modifications under this contract will be followed as soon as practicable with a written modification to the task/delivery order.

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) -- TECHNICAL DIRECTION

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

| | |
|-----------|------------------------------------------------------------------------------------------------------------------------|
| NAME: | Syble McNair |
| ADDRESS: | U.S. Patent and Trademark Office Office of Human Resources 2011 Crystal Drive - Suite 707 Arlington, VA 22202 |
| PHONE NO: | (703) 305-8223 |

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. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.4 POINT OF CONTACT FOR CONTRACT ADMINISTRATION

The prospective Contractor shall designate the person whom the Government may contact during the period of performance of the contract for prompt attention on matters pertaining to the administration of the contract.

NAME: Dickinson T. Brent
TITLE: Corporate Vice President
ADDRESS: 7201 Wisconsin Avenue, Suite 310
Bethesda, MD 20814-4846
TELEPHONE NUMBER: 301-986-8577 FAX NUMBER: 240-644-1089
INTERNET ADDRESS: dbrent@catapulttechnology.com

G.5 GOVERNMENT-FURNISHED PROPERTY

The Government will provide the Government Property specified in C.7 entitled "Government Furnished Equipment/Information" to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Furnished Property Clause" of the contract, FAR 52.245-04.

G.6 INVOICING AND PAYMENT INSTRUCTIONS

(a) The Contractor shall only invoice for services rendered, tasks completed, and deliverables furnished for a given task/delivery order. 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**

(b) A separate invoice shall be provided for each executed task/delivery order. To constitute a proper invoice, the invoice must include the following information or attached documentation:

- (1) Name of Contractor, invoice number and invoice date;
- (2) Contract number and delivery order number (one per invoice);
- (3) Description, price, and quantity of each CLIN ordered under that specific delivery order;
- (4) A copy of the Configuration Sheet provided with the original or modified delivery order;
- (5) Payment terms;
- (6) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

(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.7 INVOICING/PAYMENT FREQUENCY

The Contractor shall submit invoices on a monthly basis for delivery orders/work completed during the previous month.

G.8 ELECTRONIC PAYMENT INFORMATION

(a) The information required by the clause 52.232-38, Submission of Electronic Funds Transfer Information with Offer, 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 contractor 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.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT

This is an Indefinite Delivery Indefinite Quantity (IDIQ), Performance-Based contract, for one (1) base year and four (4) option years.

H.2 ADVERTISING OF AWARD

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 OPTION TO EXTEND THE TERM OF THE CONTRACT – FIXED PRICE CONTRACT

A. The Government has the option to extend the term of this contract for four (4) additional period(s). If more than 30 days remain in the contract period of performance, the Government, without prior written notification, may exercise an option by issuing a contract modification. To exercise an option within the last 30 days of the period of performance, the Government must provide to the Contractor written notification prior to the last 30-day period. This preliminary notification does not commit the Government to exercising the option.

B. If the Government exercises the option, the extended contract shall be considered to include this option provision.

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

H.4 FEDERAL HOLIDAYS

For information purposes, the following days are observed as Federal holidays (also available <http://www.opm.gov/FEDHOL/index.asp>):

- 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 (when applicable)

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, work shall not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or emergencies or when Federal offices are closed due to inclement weather conditions or emergencies (status available at <http://www.opm.gov/status/>). The COTR will notify the Contractor when early release of Federal employees has been authorized. The USPTO will not pay for services ordered but not performed for periods when Federal offices are closed due to inclement weather conditions, emergencies, or early release.

H.5 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; (ii) Acceptance of delinquent deliveries; and (iii) Acceptance or approval of OCD submissions either after default in delivery or in sufficient time for the contractor to meet the delivery schedule.

(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.6 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 the 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 USPTO may terminate the contract for default, debar the Contractor from USPTO contracting, or pursue such other remedies as may be permitted by law or the 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.7 KEY PERSONNEL

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

| <u>Labor Category</u> | <u>Name</u> |
|-----------------------|------------------------|
| Project Manager | <u>Marjorie Tarmey</u> |

b. During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within fifteen (15) calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least fifteen (15) days prior to making any permanent substitutions.

c. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within fifteen (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.8 INSURANCE COVERAGE

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

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

b. **General Liability.** The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

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

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

H.9 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, rules and regulations having the force of law which 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.10 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 U.S. Government.

H.11 ACCESS TO GOVERNMENT FACILITIES

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

H.12 GOVERNMENT IDENTIFICATION/SUITABILITY INVESTIGATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES

- (a) The Contractor shall obtain and wear Contractor identification passes. USPTO security procedures require that an investigation be conducted on each Contractor employee before providing the passes.

(1) Contract Language for use by Contracting Officers for Low Risk and Moderate Risk Contracts Contractors -

Each contract employee working for over 180 days under this contract must undergo investigative processing. The investigation that will be conducted by the Office of Personnel Management (OPM) is a National Agency Check with Inquiries (NACI). (NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer's Technical Representative (COTR) and/or the USPTO Security Office.)

(2) 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 the USPTO Security Office and forwarded to the OPM within 14 days after the Subject's performance on the contract.

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:

- i. Have official legal status in the United States; and
- ii. Have 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 or 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

USPTO OHR OPERATIONS AND CUSTOMER SERVICE SUPPORT

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.13 CONFIDENTIAL DISCLOSURE

The Contractor will be required to have each personnel member complete a confidential disclosure statement to protect the personal privacy of individuals from unreasonable violation and information disclosure. The contractual disclosure statement will permit contract personnel access to personal data; thus, contract employees are required to maintain the confidentiality of USPTO/OHR documents.

H.14 IT SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES

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

- 1) USPTO IT Security User Awareness Training

- 2) Annual IT Security training in USPTO IT Security policies, procedures, computer ethics, and best practices (when available).

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

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

H.15 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.

USPTO OHR OPERATIONS AND CUSTOMER SERVICE SUPPORT

SECTION I – CONTRACT CLAUSES

I.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE (JUN 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 solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.

| Clause | Title | Date |
|-----------|--------------------------------------------------------------------------------------------------------------------------|----------------|
| 52.202-01 | Definitions | December 2001 |
| 52.203-03 | Gratuities | April 1984 |
| 52.203-05 | Covenant Against Contingent Fees | April 1984 |
| 52.203-07 | Anti-Kickback Procedures | July 1995 |
| 52.203-08 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | January 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | January 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | June 1997 |
| 52.204-04 | Printed or Copied Double-Sided on Recycled Paper. | August 2000 |
| 52.209-06 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | July 1995 |
| 52.215-02 | Audit and Records--Negotiation | June 1999 |
| 52.215-08 | Order of Precedence--Uniform Contract Format | October 1997 |
| 52.215-14 | Integrity of Unit Prices. | October 1997 |
| 52.216-22 | Indefinite Quantity | October 1995 |
| 52.217-08 | Option to Extend Services | November 1999 |
| 52.217-09 | Option To Extend The Term Of The Contract | March 2000 |
| 52.219-08 | Utilization of Small Business Concerns | October 2000 |
| 52.219-14 | Limitations on Subcontracting | December 1996 |
| 52.222-21 | Prohibition of Segregated Facilities | February 1999 |
| 52.222-26 | Equal Opportunity | April 2002 |
| 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | December 2001 |
| 52.222-36 | Affirmative Action For Workers with Disabilities | June 1998 |
| 52.222-37 | Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | December 2001 |
| 52.223-06 | Drug Free Workplace | May 2001 |
| 52.223-14 | Toxic Chemical Release Reporting | October 2000 |
| 52.224-1 | Privacy Act Notification | April 1984 |
| 52.224-2 | Privacy Act | April 1984 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | July 2000 |
| 52.227-02 | Notice and Assistance Regarding Patent and Copyright Infringement. | August 1996 |
| 52.232-1 | Payments | April 1984 |
| 52.232-17 | Interest | June 1996 |
| 52.232-18 | Availability of Funds | April 1984 |
| 52.232-23 | Assignment Of Claims | January 1986 |
| 52.232-25 | Prompt Payment | February 2002 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | May 1999 |
| 52.233-01 | Disputes | December 1998 |
| 52.237-03 | Continuity of Services | January 1991 |
| 52.242-13 | Bankruptcy | July 1995 |
| 52.243-01 | Changes--Fixed price | August 1987 |
| 52.245-04 | Government Furnished Property | April 1984 |
| 52.249-02 | Termination For Convenience Of The Government (Fixed-Price) | September 1996 |

| | | |
|-----------|---------------------------------------------------------|--------------|
| 52.249-08 | Termination For Default (Fixed Price Supply or Service) | April 1984 |
| 52.249-14 | Excusable Delays | April 1984 |
| 52.253-01 | Computer Generated Forms | January 1991 |

I.2 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS JUNE 2003

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer-

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The contractor will notify the USPTO Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

I.3 52.219-70XX SECTION 8(A) COMPETITIVE AWARDS

(a) This contract is issued as a competitive award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the U.S. Patent and Trademark Office. SBA does retain 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 District Office
1100 Vermont Avenue NW, 9th Floor
Washington, D.C. 20043-4500
(202) 606-4000

(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 function to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous 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 or ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitation on Subcontracting

I.4 52.216-18 ORDERING OCTOBER 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the performance period of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 52.216-19 ORDER LIMITATIONS OCTOBER 1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than the minimum stated per CLIN (See Section B) then the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the maximum stated per CLIN (See Section B);

(2) Any order for a combination of items in excess of total award value; or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

I.6 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS

MAY 2002

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

USPTO OHR OPERATIONS AND CUSTOMER SERVICE SUPPORT

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Attachment A – Glossary of Terms
Attachment B – Current Workflow Process
Attachment C – Personnel and Payroll Application Types
Attachment D – Payroll Cycle Process
Attachment E – Customer Service Process
Attachment F – Performance Requirements Summary
Attachment G – Government Quality Assurance Surveillance Plan (QASP)

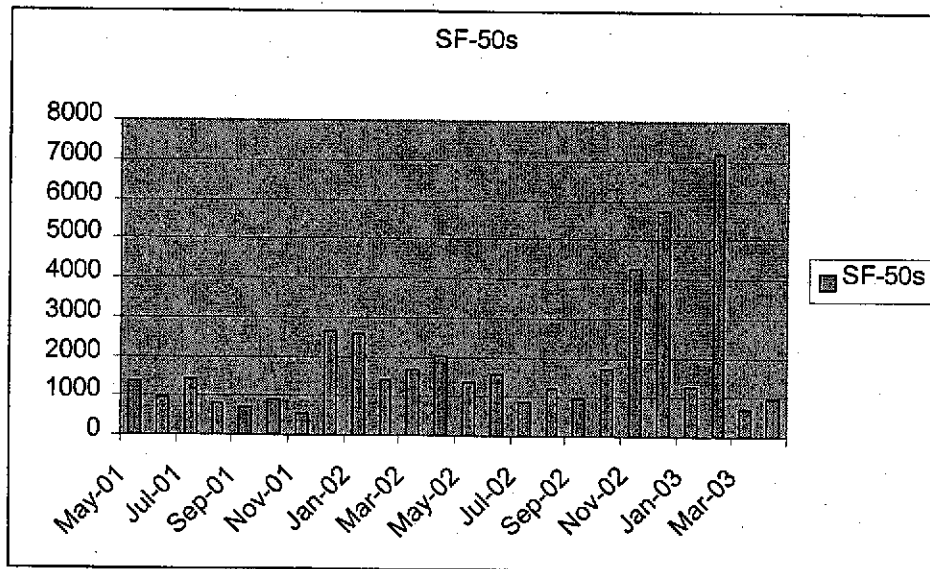
ATTACHMENT A

Glossary of Terms

[illegible]

ATTACHMENT B

CURRENT WORKFLOW PROCESS



**SF 50 Historical
Workflow Chart
by Month**

| Month | SF-50s |
|--------|--------|
| May-01 | 1345 |
| Jun-01 | 967 |
| Jul-01 | 1409 |
| Aug-01 | 832 |
| Sep-01 | 716 |
| Oct-01 | 894 |
| Nov-01 | 575 |
| Dec-01 | 2616 |
| Jan-02 | 2591 |
| Feb-02 | 1441 |
| Mar-02 | 1680 |
| Apr-02 | 2040 |
| May-02 | 1343 |
| Jun-02 | 1567 |
| Jul-02 | 876 |
| Aug-02 | 1216 |
| Sep-02 | 944 |
| Oct-02 | 1697 |
| Nov-02 | 4240 |
| Dec-02 | 5725 |
| Jan-03 | 1279 |
| Feb-03 | 7188 |
| Mar-03 | 732 |
| Apr-03 | 939 |

C.3.1.1 RECORDS MANAGEMENT WORKFLOW

C.3.1.1.1 OPERATIONAL FILE MANAGEMENT

C.3.1.1.1.1 Operational File Management - File and manage oversight of the operation's use of a combined total of an estimated 30,000 OPF/IPF/EPF/MPF.

C.3.1.1.1.2 Workload - Routine electronic log-in/out of requested file. Management of operational files requires use of the INFOLINX 2000 Automated File Tracking System

C.3.1.1.1.3 Performance Standard - acceptable performance of this task requires 98 percent accuracy in filing the required retention personnel documents on the right, and temporary personnel documents on the left side of the OPF, 98 percent accuracy of required documents for IPF/EPF/MPF.

C.3.1.1.2 SUSPENSE INQUIRY (SINQ REPORT)

C.3.1.1.2.1 Suspense Inquiry (SINQ Report) - Print 1 paper copies of the SINQ Report (personnel error message report) daily for distribution to OHR managers by hand delivered. (NOTE: The SINQ report is the NFC systems' application for maintaining record of personnel actions that have failed the edit process which validates the data entered into the system. The data is maintained in SINQ until the error has been reviewed, corrected or cancelled.)

C.3.1.1.2.2 Workload - Daily production of the SINQ Report and distribution to OHR managers.

C.3.1.1.2.3 Performance Standards - Acceptable performance of this task requires daily completion of the SINQ Report 98 percent of the time and 98 percent completion by the following workday, unless extenuating circumstances, e.g. NFC/EPIC system failure.

C.3.1.1.3 ENTRY, PROCESSING, INQUIRY AND CORRECTION SYSTEM (EPIC)

C.3.1.1.3.1 Entry, Processing, Inquiry and Correction System (EPIC) - Print from NFC/EPIC report for distribution to the Independent Servicing Specialist and/or Quality Review Specialist (ISS/QRS), personnel actions processed currently and/or future action.

C.3.1.1.3.2 Workload - Daily production and distribution of the EPIC Report to 1 designated OHR managers.

C.3.1.1.3.3 Performance Standards - Acceptable performance of this task requires daily production and distribution of the EPIC Report 98 percent of the time and 98 percent completion by the following workday, unless extenuating circumstances, e.g. NFC system failure.

C.3.1.1.4 AD FORM 365

C.3.1.1.4.1 AD Form 365 - Print out individual AD Forms 365 for those employees eligible for with-in grade increases. The form indicates whether an employee has a record of acceptable work performance.

C.3.1.1.4.2 Workload - Printing, separating and inter-office mailing of the AD Forms 365 once every two weeks for eligible employees, in accordance with the bi-weekly pay cycle.

C.3.1.1.4.3 Performance Standards - Acceptable performance of this task requires printing, separating and inter-office mailing of the AD Forms 365 to managers once every two weeks 98 percent of the time. The distribution process includes separation and collating of AD 365 Forms by USPTO organizational code; submission of forms to program areas using the "Distribution Listing for SF-50 Forms Notification of Personnel Action Forms". Forms are then approved by program area managers and resubmitted to OHR for filing.

C.3.1.1.5 RECORD OF LEAVE DATA, STANDARD FORM 1150 (SF-1150)

C.3.1.1.5.1 Record of Leave Data, Standard Form 1150 (SF-1150) - Print and separate for filing the SF-1150 in separated employees OPF.

C.3.1.1.5.2 Workload - Print and separate the SF-1150 once every two weeks for eligible employees, in accordance with the bi-weekly pay cycle.

C.3.1.1.5.3 Performance Standards - Acceptable performance of this task requires printing and separating and filing of SF-1150 into separated employee OPF once every two weeks, 98 percent of the time.

C.3.1.1.6 PROBATIONARY PERIOD FORM

C.3.1.1.6.1 Probationary Period Form - Print the Probationary Form for distribution to the appropriate program area manager for any employee whose probationary period will lapse within the next bi-weekly pay cycle.

C.3.1.1.6.2 Workload – Print, separate and distribute the probationary period forms once every two-week, in accordance with the bi-weekly pay cycle for eligible employees.

C.3.1.1.6.3 Performance Standards – Acceptable performance of this task requires printing, separating and inter-office mailing the probationary period forms for dissemination once every two weeks, in accordance with the bi-weekly pay cycle, 98 percent of the time. The distribution process includes separation and collating of Probationary Period Forms by organizational code; submission of forms to program areas using the "Distribution Listing for SF-50 Forms Notification of Personnel Actions Forms." Forms are then approved by program area managers and resubmitted to OHR for filing.

C.3.1.1.7 NOTIFICATION OF PERSONNEL ACTION (SF-50)

C.3.1.1.7.1 Notification of Personnel Action, (SF-50) – Initiate print request and take receipt of 3-copies of the SF-50s reproduced by the Chief Information Officer (CIO) (via interface with NFC/EPIC) of personnel actions processed during previous pay period. Collate the 3- copies of the SF-50, printed by NFC/EPIC, and match with the coinciding Request for Personnel Action (SF-52) in preparation for the ISS/QRS (see C.3.2.1, SF-52/50 Quality Review). Once the ISS/QRS has verified the SF-50 for accuracy, file a copy of the SF-50 in the employee's OPF; mail one copy inter-office, to the employee; and file a copy in the SF-50 chronological files. Maintain all SF-50 files in accordance with OPM record keeping regulations. The OPM record keeping regulations can be located via Internet at www.opm.gov.

C.3.1.1.7.2 Workload – initiate print request, receive and collate 3- copies of the printed SF-50s once every two weeks, in accordance with the bi-weekly pay cycle.

C.3.1.1.7.3 Performance Standards – Acceptable performance of this task requires initiating print request, receiving, collating and distributing the SF-50s to: the employee's OPF; the employee, and to the chronological files with 98 percent accuracy and within 5 working days after receipt of the SF-50s.

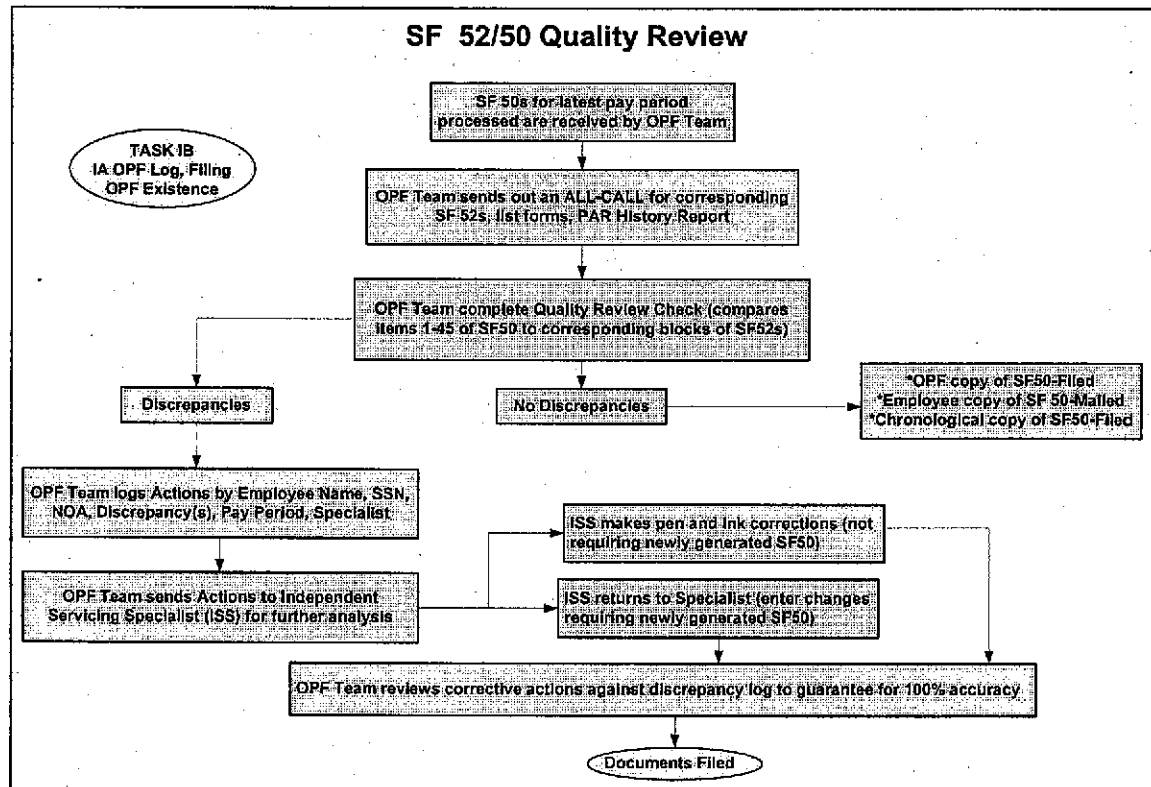
C.3.1.1.8 ALPHA ROSTER

C.3.1.1.8.1 ALPHA Roster – Print, separate and mail inter-office, the current ALPHA Roster of Employee Data.

C.3.1.1.8.2 Workload – print, separate, and distribute the ALPHA Roster to designated program area managers monthly.

C.3.1.1.8.3 Performance Standards –Acceptable performance of this task requires distribution of the ALPHA Roster monthly 98 percent of the time. The distribution process includes printing, separating and distributing the ALPHA Roster by organizational code; submission of roster to program areas using the "Distribution Listing for SF-50 Forms Notification of Personnel

C.3.2.1 SF-52/50 QUALITY REVIEW WORKFLOW PROCESS



C.3.2.1.1 RECEIPT OF SF-50s BY QUALITY REVIEW TEAM (QRT)

C.3.2.1.1.1 Receipt of SF-50s by Quality Review Team, (QRT) – OPF Team receives SF-50s for latest pay period processed.

C.3.2.1.1.2 Workload - Receive run of SF-50s for the previous pay period in accordance with bi-weekly pay cycle.

C.3.2.1.1.3 Performance Standards - Acceptable performance of this task requires receipt of delivery of the bi-weekly run of SF-50s 98 percent of the time after the bi-weekly pay cycle unless extenuating circumstances, e.g. NFC/EPIC system failure.

C.3.2.1.2 REQUEST “ALL-CALL” (VIA EMAIL) OF SF-52s

C.3.2.1.2.1 Request “ALL-CALL” (via email) of SF-52s – QRT - Request “ALL-CALL” of corresponding SF-52s from personnel specialist/assistants to initiate quality review of data elements 1 through 45 of the SF-52, in checking for accuracy against the printed SF-50s.

C.3.2.1.2.2 Workload - Initiate “ALL-CALL” of SF-52s processed during the previous pay period; match the SF-52 with the corresponding SF-50 to verify for accuracy the data printed in elements 1 through 45.

C.3.2.1.2.3 Performance Standards - Acceptable performance of this task requires initiating “ALL-CALL” of SF-52s; matching the SF-52 with the corresponding SF-50; verifying for accuracy data elements 1 through 45 of the SF-52 against the SF-50, 98 percent of the time with 98 percent accuracy.

C.3.2.1.3 “NO” DISCREPANCIES (SF-52/50 REVIEW)

C.3.2.1.3.1 “NO” Discrepancies (SF-52/50 Review) – QRT- Separate and file OPF copy of the SF-52/50; mail employee’s copy via inter-office mail; and file chronological copy of the SF-50.

C.3.2.1.3.2 Workload – separate the SF-50s; file the SF-52 in the OPF; mail one copy to employee, file one copy in the OPF and one copy in the chronological files. This process should be followed for each SF-52 processed during the previous pay period.

C.3.2.1.3.3 Performance Standards – Acceptable performance of this task requires separating, mailing and filing of the OPF, employee and chronological copies of each SF-52/50 processed during the previous pay period 98 percent of the time with 98 percent accuracy.

C.3.2.1.4 DISCREPANCIES (SF-52/50 REVIEW)

C.3.2.1.4.1 Discrepancies (SF-52/50 Review) – QRT- log actions into tracking error database by employee name, SSN, nature of action (NOA), type of discrepancy, pay period and specialist. send the

SF-52/50 with discrepancies to the ISS/QRS for further analysis. The ISS/QRS will forward the SF-52/50s clearly identifying discrepancies to the servicing specialist for corrections. The servicing specialist then makes correction to the SF-52/50 discrepancy and returns to the ISS/QRS. The ISS/QRS forwards the corrected SF-52/50 back to the QRT who reviews corrected action against tracking error log and delivers the SF-52/50 to the operational file room for filing.

C.3.2.1.4.2 Workload – log discrepancy into error tracking database; forward the SF-52/50 to the ISS/QRS; ISS/QRS forwards corrected SF-52/50 back to the QRT for logging into the tracking error database; QRT forwards the SF-52/50 to the operational file room for filing on a daily basis.

C.3.2.1.4.3 Performance Standards – Acceptable performance of this task requires logging discrepancy into tracking error database; forwarding the SF-52/50 to the ISS/QRS; ISS/QRS forwards corrected SF-52/50 back to the QRT for logging into the tracking error database; QRT forwards the SF-52/50 to the operational file room for filing on a daily basis with 98 percent accuracy of logging into the tracking error database; and filing into the OPF 98 percent of the time.

C.3.2.2 Workflow – Audit Verification Process (the work performed under section C.3.3.1 applies specifically to personnel actions processed as newly hired, transferred or reassigned employees, as applicable.)

C.3.2.2.1 AUDIT VERIFICATION OF DATA ELEMENTS

C.3.2.2.1.1 Audit Verification of Data Elements – Perform internal audit procedures for each OPF for newly hired, transferred or reassigned employee in accordance with “The Guide to Personnel Record Keeping”. The OPM record keeping regulations can be located via Internet at www.opm.gov

C.3.2.2.1.2 Workload – audit each newly, transferred or reassigned employee OPF as a result of the bi-weekly hiring process, as applicable, based on the employee's entrance-on-duty (EOD) status. For new employee(s): the folder must have forms filed in chronological order; checked for document filing accuracy (i.e., temporary left side versus permanent right side); review for accuracy the printed label; check for military/federal prior service; calculate service computation date; forward OPF to file room. For transferred and/or reassigned employees: the folder must have all forms filed in chronological order; checked for document filing accuracy; (i.e., temporary left side versus permanent right side); review for accuracy the printed label; check for military/federal prior service; request any prior service from losing agency and/or National Records Center (NRC) via “pick up SF-50”. (Processing time: allow 4 weeks for delivery, if no OPF received; issue follow-on request in 4-week increments. NOTE: prior service request must include notifications to employee, losing agency, and NRC.) **C.3.2.2.1.3 Performance Standards**
C.3.2.1.2.3 Performance Standards – Acceptable performance of this task is required 98 percent of the time, with 98 percent accuracy. Details of performance standards outlined in “workload”, C.3.3.1.2.

C.3.2.2.2 OPF PHYSICAL INTEGRITY

C.3.2.2.2.1 OPF Physical Integrity – Each newly hired, transferred or reassigned OPF file will be examined for content ensuring all records are filed chronologically; temporary vs. permanent documents, in accordance with the OPM filing procedures outlined in “The Guide to Personnel Record Keeping.” If, upon receipt of OPF from transferring agency or reassignment from within Department of Commerce, the file is frayed or worn, create a new file.

C.3.2.2.2.2 Workload – Verification of OPFs are validated for temporary documents vs. permanent document retention in accordance with “The Guide to Personnel Record Keeping” and bi-weekly hiring schedule and/or EOD status.

C.3.2.2.2.3 Performance Standards – Acceptable performance of this task requires 98 percent accuracy in filing the required documents chronologically; with permanent personnel documents on the right, and temporary personnel documents on the left of the OPF, in accordance with “The Guide to Personnel Record Keeping” and the bi-weekly hiring schedule and/or employee EOD status.

C.3.2.2.3 BASIC EMPLOYEE DATA

C.3.2.2.3.1 Basic Employee Data – Each newly hired, transferred or reassigned OPF file will be reviewed to verify basic employee personnel data (i.e., proper spelling of name, social security number and date of birth).

C.3.2.2.3.2 Workload – Verification of each employee OPF received within the bi-weekly hiring schedule and/or employee EOD.

C.3.2.2.3.3 Performance Standards – Acceptable performance of this task requires 98 percent accuracy in verification of basic employee data, according to the bi-weekly hiring schedule.

C.3.2.2.4 REQUEST FOR CREDITABLE SERVICE

C.3.2.2.4.1 Request for Creditable Service – Each newly hired, transferred or reassigned file will be reviewed to ensure that all service creditable for career or career conditional tenure has been requested from the appropriate federal, legislative, judicial or military installation and verified. In addition, any records determined to be stored at the Federal and/or Military Records Center will be requested and properly verified.

C.3.2.2.4.2 Workload – Verification of each employee OPF for credibility of type of appointment will be performed according to the bi-weekly hiring schedule and/or employee EOD. Prior federal service must be requested a maximum of four (4) times (i.e., twice to the losing agency via "pick up SF-50" and twice to the National Record Center (NRC) 98 percent of the time. If in the event the losing agency or NRC does not have the prior service, notify the servicing specialist (i.e., ISS/QSR) to request supporting documents from the employee.

C.3.2.2.4.3 Performance Standard – Acceptable performance of this task requires 98 percent accuracy in verifying and retrieving employee's creditable service, in accordance with the bi-weekly hiring schedule and/or employee EOD.

C.3.2.2.5 SERVICE COMPUTATION DATE

C.3.2.2.5.1 Service Computation Date (SCD) – Each newly hired, transferred or reassigned employee's service computation date will be reviewed and recalculated for accuracy, based on current information contained in the OPF, or as a result of prior service requested, received and verified from federal, legislative, judicial and/or military installations. Upon verification of prior creditable service, a new SCD will be calculated and an adjustment made to the employee's NFC/EPIC personnel data record.

C.3.2.2.5.2 Workload – Each SCD recalculation will occur according to the bi-weekly hiring schedule and/or EOD of employee.

C.3.2.2.5.3 Performance Standards – Prior federal service must be requested a maximum of four (4) times (i.e., twice to the losing agency and twice to the National Record Center (NRC) 98 percent of the time. Check for prior service; calculate service computation date if no prior service. If there is prior service, request service from losing agency via "pick up SF-50" and/or request prior service from NRC. (Processing time: allow 4 weeks for delivery, if no OPF received; issue follow-on request in 4-week increments. If in the event the losing agency or NRC do not have the prior service, notify the servicing specialist (i.e., ISS/QSR) to request supporting documents from the employee. NOTE: prior service request must include notifications to employee, losing agency, and NRC.) Acceptable performance of this task is required 98 percent of the time, with 98 percent accuracy.

C.3.2.2.6 EMPLOYEE DATA AND POSITION DATA

C.3.2.2.6.1 Employee Data and Position Data – Each newly hired, transferred or reassigned file will be reviewed to determine the accuracy of the following data elements:

(1) Veteran's preference; (2) Tenure; (3) Veteran's preference for RIF (as applicable); (4) Annuitant Indicator (as applicable); (5) FLSA Determination (based on title, series and grade); (6) Pay Rate Determinant (based on title, series and grade); (7) Veteran's status; (8) Supervisory status (based on title, series and grade); (9) Educational Level and Academic Discipline; and, (10) Functional Classification Code (if applicable for the title, series)

C.3.2.2.6.2 Workload – Each employee's Employee Data and Position Data Elements will be reviewed according to the bi-weekly hiring scheduled and/or EOD of employee. Verify data elements covering a 10-year career period for each employee OPF reviewed as part of the auditing process.

C.3.2.2.6.3 Performance Standards – Acceptable performance of this task requires 98 percent accuracy in verifying each data element, per each employee OPF.

C.3.2.2.7 REVIEW FOR REQUIRED DOCUMENTATION

C.3.2.2.7.1 In the event that the appropriate documentation is not available in the OPF to verify the accuracy of the above data elements, work with the OHR servicing specialist and/or employee to obtain appropriate required documentation. Upon receipt of appropriate documentation, an SF-52 will be initiated (by the contractor) to execute the change in the employee's personnel records. In addition, the SF-52 transaction will be processed and data entered into the NFC/EPIC system, generating a corresponding SF-50, which must be filed in the OPF in the appropriate chronological sequence.

C.3.2.2.7.2 Workload – A duplicate SF-52/50 will be initiated, processed and data entered as required, and within the bi-weekly hiring schedule and/or EOD of employee.

C.3.2.2.7.3 Performance Standards – Acceptable performance of this task requires 98 percent accuracy in verifying, initiating, processing and data entry of each data element per each employee OPF 98 percent of the time.

C.3.2.2.8 SF-50 FOR EACH PERSONNEL TRANSACTION

C.3.2.2.8.1 Each file will be reviewed to determine if a corresponding SF-50 is included in the OPF for all transactions (resulting from a SF-52) while the employee was employed with the USPTO. In the event that an SF-50 is missing from the OPF, and not available to be filed, the will prepare and verify the contents of the SF-50, and ensure the document is filed in the folder in proper chronological order.

C.3.2.2.8.2 Workload - Replaced SF-50 will be prepared, verified and filed within the bi-weekly hiring schedule and/or EOD of employee.

C.3.2.2.8.3 Performance Standards – Acceptable performance of this task requires 98 percent accuracy in preparing, verifying and filing an SF-50 for applicable personnel transactions 98 percent of the time.

C.3.2.2.9 SF-52 FOR EACH PERSONNEL TRANSACTION

C.3.2.2.9.1 Each file will be reviewed to determine if a corresponding SF-52 is included in the OPF for all transactions (resulting from an SF-50) while the employee was employed with the USPTO. In the event that an SF-52 is missing from the OPF, and not available to be filed, the will prepare and verify the contents of the SF-52, and ensure the document is filed in the folder in proper chronological order.

C.3.2.2.9.2 Workload - Replaced SF-52 will be prepared, verified and filed within the bi-weekly hiring schedule and/or EOD of employee.

C.3.2.2.9.3 Performance Standards – Acceptable performance of this task requires 98 percent accuracy in preparing, verifying and filing an SF-52 for applicable personnel transactions 98 percent of the time.

C.3.2.2.10 SF-52 FOR USPTO EMPLOYMENT ONLY

C.3.2.2.10.1 Each file will be reviewed to determine if an SF-52 was processed in the NFC/EPIC system for each personnel action issued while the employee was employed with the USPTO. In the event that an SF-52 was not been processed in the NFC EPIC system, provide the SF-52 to the servicing specialist (i.e., ISS/QSR) for processing and ensure the document is filed in the folder in proper chronological order.

C.3.2.2.10.2 Workload – Verify if an SF-52 was processed for each personnel action issued in the NFC EPIC for USPTO federal service.

C.3.2.2.10.3 Performance Standards – Acceptable performance of this task requires 98 percent accuracy in verifying the status of the SF-52 for applicable personnel transactions 98 percent of the time.

C.3.2.2.11 EMPLOYEE BENEFIT FORMS

C.3.2.2.11.1 Each file will be reviewed to determine if the appropriate employee's benefit forms and documentation have been executed for the following benefits. Each file will be reconciled against the file documentation and the NFC/EPIC automated payroll system.

Health Insurance

Life Insurance

C.3.2.2.11.1 Workload -Verification and reconciliation with NFC of employee benefits will be performed according to the bi-weekly hiring schedule and/or employee EOD.

C.3.2.2.11.3.Performance Standards – Acceptable performance of this task requires 98 percent verification and reconciliation of NFC employee benefits for health and life insurance 98 percent of the time.

C.3.2.2.12 EMPLOYEE RETIREMENT AND TSP COVERAGE

C.3.2.2.12.1 Each folder will be reviewed to determine if the employee is covered by the appropriate retirement coverage based on all creditable service, with appropriate adjustments made to retirement coverage based on non qualifying breaks in service. In addition, the Thrift Savings Plan (TSP) eligibility and contribution status of any eligible employee will be verified against the NFC automated payroll system.

C.3.2.2.12.2 Workload – Verification of the accuracy of employee retirement coverage and TSP eligibility will be performed according to the bi-weekly hiring schedule and/or employee EOD.

C.3.2.2.12.3 Performance Standards – Acceptable performance of this task requires 98 percent accuracy in verification of retirement coverage and TSP eligibility 98 percent of the time.

C.3.2.2.13 SEPARATED FOLDER RETENTION

C.3.2.2.13.1 The OPF, EPF and MPF of an employee who has separated from the USPTO (at a minimum 90 days), will be purged and forwarded to the appropriate installation (i.e., the gaining agency for any Termination Appointment in transaction, the Federal Records Center for employees leaving for private industry or the *OPM Retirement Service Center* (for employees retiring from federal service.) and noted in The Employee Separation Log.

C.3.2.2.13.2 Workload – Purging of OPF, EPF and MPF for separated employees will be performed according to the bi-weekly hiring/separation schedule and/or employee separation date. Login OPF of all separated employee files, by name, SSN, file retention box number (if shipped to NRC). The logbook should be annotated to also include employee and reassignments.

C.3.2.2.13.3 Performance Standards – Acceptable performance of this task requires 98 percent accuracy in verifying separation criteria and tracking folder location 98 percent of the time.

C.3.2.2.14 INFOLINX TRACKING SYSTEM UPDATE

C.3.2.2.14.1 For quality assurance purposes, for each OPF retrieved/returned from the operational file records room; the automated OPF tracking system (INFOLINX 2000) will be updated as to the appropriate disposition of the OPF.

C.3.2.2.14.2 Workload – Update the automated OPF tracking system for each OPF retrieved/returned to the operational file records room daily.

C.3.2.2.14.3 Performance Standards – Acceptable performance of this task requires 98 percent accuracy in updating the retrieve and returns use of an OPF 98 percent of the time.

C.3.3.1 DATA ENTRY WORKFLOW PROCESS

C.3.3.1.1 CODING OF SF-52 FOR PROCESSING

C.3.3.1.1.1 The SF-52 that is received from employees and/or managers is coded and then must be signed by the specialist that services the area. The SF-52 is coded in accordance with "The Guide to Processing Personnel Actions", "The Guide to Personnel Data Standards, and the matrix SF-52.

Personnel actions coded should include but are not limited to all: 001, 002, 100, 200, 300, 400, 500, 700, 800, 900 nature of actions. All personnel actions are coded in accordance with the OPM 5 CFR and Title 5, USC.

Workload – SF-52s are received and coded in accordance with the bi-weekly processing cycle. All SF-52s submitted for a pay period prior to the second Thursday in the pay period at 12PM E.S.T. must be received and coded prior to 6PM E.S.T. of the second Thursday in the same pay period. If personnel forms are not processed within the deadline, a written justification must be provided to the federal government indicating the reason why the form was not processed.

Performance Standards - Acceptable performance of this task requires 98% accuracy in coding all SF-52s for the pay period that are received prior to the second Thursday in the pay period at 12PM E.S.T. and which must be coded prior to 6PM E.S.T. of the second Thursday in the same pay period.

C.3.3.1.2 DATA ENTRY/PROCESSING PAYROLL ACTIONS

C.3.3.1.2.1 Receive and data enter "signed" *payroll forms (see attachment C)* as requested by the employees. Review for correct coding and accuracy in accordance with "Department of Commerce, General and Premium Pay Handbook, and Time and Attendance Manual." Payroll forms should include but are not limited to all: (see attachment C) *enter* all payroll forms into the NFC EPIC system, in accordance with OPM 5 CFR and Title 5, USC. Then stamp entered on the form(s); initial the form(s); screen print changes and verify the accuracy of data inputted. Verify that the codes are entered correctly to ensure all pay obligations are appropriate.

C.3.3.1.2.2 Workload – Payroll form requests are received in OHR within the bi-weekly payroll cycle. Forms and data entered submitted for a pay period prior to the second Thursday in the pay period at 12PM E.S.T. must be processed prior to 6PM E.S.T. of the second Thursday in the same pay period. If payroll forms are not processed within the dead line, provide a written justification indicating the reason why the form was not processed.

C.3.3.1.2.3 Performance Standards – Acceptable performance of this task requires 98 percent data entry of pay disbursements submitted for a pay period prior to the second Thursday in the pay period at 12PM E.S.T. to be processed prior to 6PM E.S.T. of the second Thursday in the same pay period. Pay disbursement transactions are accurately data entered into the NFC EPIC system 98 percent of the time (excluding system errors.).

C.3.3.1.3 DATA ENTRY/PROCESSING PERSONNEL ACTIONS

C.3.3.1.3.1 Receive and process "signed" *personnel actions* requested from employees and/or managers by personnel action SF-52. review for correct coding and accuracy in accordance with "The Guide to Processing Personnel Actions". Personnel actions requested should include but are not limited to all: 001, 002, 100, 200, 300, 400, 500, 700, 800, 900 nature of actions. Enter all personnel actions into the NFC EPIC system, in accordance with OPM 5 CFR and Title 5, USC. Stamp entered on the SF-52; initial the SF-52; and, screen print changes and verify the accuracy of data inputted. Verify that the codes are entered correctly to ensure the appropriate pay is provided.

C.3.3.1.3.2 Workload – Personnel action requests are received and processed according to the bi-weekly processing cycle. Personnel form requests submitted for a pay period prior to 12PM EST of the second Thursday of the pay period must be received and data entered prior to 6PM EST of the second Thursday of the same pay period. If personnel forms are not processed within the dead line, provide a written justification indicating the reason why the form was not processed.

C.3.3.1.3.3 Performance Standards – Acceptable performance of this task requires 98 percent of non-pay and correct pay transactions that are received prior to 12PM EST of the second Thursday of the pay period for the pay period for which actions are to be effective are processed prior to 6PM EST of the second Thursday of the same pay period. Additionally, non-pay and correct pay transactions are entered with 98 percent accuracy into the NFC EPIC system (excluding system errors.).

C.3.3.1.4 HCUP CORRECTIONS

C.3.3.1.4.1 History Change Update Processing System (HCUP) – Complete a history change (HCUP) to correct history actions in the NFC/EPIC system.

C.3.3.1.4.2 Workload - Personnel/Payroll action requests are received and processed according to the bi-weekly processing cycle (see attachment D).

C.3.3.1.4.3 Performance Standards – Acceptable performance of the task requires all errors to be corrected through the HCUP within two working days of discovery with 98 percent accuracy; 98 percent of the time.

C.3.3.1.5 SUSPENSE INQUIRY MESSAGES

C.3.3.1.5.1 Suspense Inquiry Messages (SINQ) – NOTE: The SINQ report is the NFC systems' application for maintaining record of personnel actions that have failed the edit process which validates the data entered into the system. The data is maintained in SINQ until the error has been reviewed, corrected or cancelled. Correct SINQ error messages daily to complete the information needed when correcting error(s) into the NFC/ EPIC system.

C.3.3.1.5.2 Workload – Use the SINQ report to identify the errors in need of correction, and apply the SINQ correction manual which provides the instruction to resolve the error. Three manuals are available for referencing (i.e., Workforce Staffing and Compensation and Benefits Divisions and the ISS). If the error cannot be resolved using the SINQ correction manual, then work with the servicing specialist (i.e., ISS/QSR) to fix the problem. Daily correction of SINQ reports. Error should not appear in SINQ more than 3 days.

C.3.3.1.5.3 Performance Standards – Acceptable performance of this task requires daily completion of the SINQ error messages 98 percent of the time and 98 percent completion by the following workday (excluding system errors).

C.3.4.1 Customer Service Workflow Process

C.3.4.1.1

C.3.4.1.1.1 Perform administrative support duties for each of the functional units (i.e., Workforce Staffing, Compensation and Benefits and Workforce Relations, see below) required as part of the human resource (HR) receptionist and front desk activities (e.g. greet and receive customers; sort and distribute incoming/outgoing mail; distribute HR related forms and documents, etc. See sections C.3.4.1.2; C.3.4.1.3 and C.3.1.4.5 for specific requirements related specific to individual work unit.)

C.3.4.1.1.2 Workload – Routine administrative support duties and responsibilities will be performed on a daily basis.

C.3.4.1.1.3 Performance Standards – Acceptable performance of this task requires daily performance of these activities 98 percent of the time.

1. Greeting Visitors (Routine)

Front desk personnel will greet office visitors and respond to routine questions general human resource related inquiries. Questions or concerns pertaining to matters specifically tied to the functions and duties of human resource specialist must be directed to the applicable parties with timely, courteous, and quality customer service.

Contracted personnel should refer to the Frequently Asked Questions (FAQs) to resolve routine inquiries which will be introduced during the phase-in aspect of the contract. For each customer service area provide applicable human resources forms made available at the front desk as requested by visitors.

Contact the specialist/assistant/OHR staff member and escort, once the required party within OHR has responded as needed. (Contract personnel will be directed on the specifics for escorting visitors and deliveries during the phase-in aspect of the contract)

Exceptions must be made for the Employee Relations or Labor Relations Areas. Contact the appropriate ER/LR personnel and arrange for escorts as needed. In the event that the ER/LR member is not available, contact the staff member's back up. (NOTE: a telephone and contact list to include back-ups will be provided (not only for the ER/LR unit but for each customer service areas) during the phase-in aspect of the contract. The availability of each ER/LR employee will be recorded on the sign-in/out board located just inside the ER/LR office suite). In the event that the ER/LR member's back up is not available, required to send an email message to the applicable staff member indicating the visitor's name, phone number and time.

2. Addressing Irate or Banned/Barred Employees

Irate Customers and the Banned and Barred List

The Banned and Barred list is a photographic list of all former and non-PTO employees that is published by the Office of Security on an as need basis. If a Banned and Barred list has been instituted, the list must be maintained in a conspicuous place behind the ER/LR front desk. If an irate customer becomes agitated or an individual on the Banned and Barred List enters the ER/LR front desk area, the contract personnel may, at his/her discretion, contact the Office of Security at (703) 306-9000 or press the security buzzer located under the front desk. The buzzer is linked directly to the Office of Security and will alert them to the need for security presence.

3. Receipt of Incoming Calls

Exercise appropriate telephone etiquette with internal and external customers.

General calls are to be addressed in accordance with the FAQ. Other inquiries must be relayed to the appropriate party in OHR. This may require transferring calls to specific OHR staff members or other individuals who support OHR; transcribing messages or e-mailing messages when appropriate.

C.3.4.1.2 WORKFORCE STAFFING

C.3.4.1.2.1 Workforce Staffing - Receive, date stamp and log Requests for Personnel Action – SF-52s into HR TRAX (personnel processing tracking system).

C.3.4.1.2.2 Workload – Daily receipt, date stamp and and login of SF-52s

C.3.4.1.2.3 Performance Standards – Acceptable performance of this task requires daily receipt, date stamp and login of SF-52s 98 percent of the time, with 98 percent data entry accuracy.

C.3.4.1.3 COMPENSATION AND BENEFITS

C.3.4.1.3.1 Compensation and Benefits - validate employment verification requests made by various financial institutions and other business establishments.

C.3.4.1.3.2 Workload - Routine response to employment verification request are required on a daily basis.

C.3.4.1.3.3 Performance Standards – Acceptable performance of this task requires daily performance of these tasks 98 percent of the time with 98 percent accuracy.

C.3.4.1.4 EMPLOYEE EXPRESS

C.3.4.1.4.1 Employee Express - Upon request from employee, assist in the use of the Employee Express automated payroll system that allows employees to process requests on-line or over the phone, with proper passwords to access the employee's account.

C.3.4.1.4.2 Workload - Routine assistance in use of the Employee Express automated payroll system is required on a daily basis, upon employee request.

C.3.4.1.4.3 Performance Standards - Acceptable performance of this task requires daily performance of these tasks 98 percent of the time.

C.3.4.1.5 WORKFORCE RELATIONS

C.3.4.1.5.1 Workforce Relations - Maintain and disseminate upon requests, required forms/packages relative to the Employee Relations and Labor Relations Division, for example: performance award nomination, family medical leave, worker's compensation, leave transfer program, etc.

C.3.4.1.5.2 Workload - Routine maintenance and dissemination of workforce related documents are required to be maintained on a daily basis.

C.3.4.1.5.3 Performance Standards - Acceptable performance of this task requires daily performance of these tasks 98 percent of the time.

C.3.4.1.6 TIME AND ATTENDANCE LEAVE AUDIT

C.3.4.1.6.1 Time and Attendance Leave Audit - Ensure recorded leave (i.e., annual, sick compensatory time and credit hours) balances reflected for an estimated 7,000 current employees and an estimated 1,000 employees for each additional contract year of Time and Attendance records (T/A) as maintained in the employees' office and compare with balances as reflected in the payroll system maintained by NFC for accuracy. In addition, verify that proper documentation is kept with the employees' T/A records for a period of six years. Required to provide an estimated amount of employee time and attendance records expected to complete the audit process for each contracted year period of performance until all USPTO employees' time and attendance records have been verified for accuracy.

C.3.4.1.6.2 Workload - Verification of employees' time/attendance records again the NFC system.

C.3.4.1.6.3 Performance Standards - Acceptable performance of this task is required 98 percent of the time with 98 percent accuracy pending proper submission of certified T/A records from timekeeper and/or supervisor.

ATTACHMENT C

PERSONNEL AND PAYROLL DOCUMENT TYPES

| |
|-----------------------------------------------------------------|
| PERSONNEL APPLICATION DOCUMENT TYPES |
| <i>SF-52 REQUEST FOR PERSONNEL ACTION</i> |
| <i>SF-52 NOTIFICATION OF PERSONNEL ACTION</i> |
| PAYROLL DOCUMENT TYPES |
| AD-354 (REQUEST FOR INFORMATION) |
| CHILD SUPPORT |
| COMBINED FEDERAL CAMPAIGN (CFC) |
| DIRECT DEPOSIT FORM (SF 1199) |
| EMPLOYEE ADDRESS FORM |
| EMPLOYEMENT VERIFICATION |
| Fegli (FEDERAL EMPLOYEES GROUP LIFE INSURANCE) |
| FEHB (FEDERAL EMPLOYEES HEALTH BENEFIT PROGRAM) SF 2809 |
| FITNESS CENTER CANCELLATION FORM |
| FITNESS CENTER ENROLLMENT FORM |
| FORM D-4 (DISTRICT OF COLUMBIA TAX FORM) |
| FORM MW-507 (MARYLAND TAX FORM) |
| FORM VA-3 (CERTIFICATE OF NONRESIDENCE FOR VA) |
| FORM VA-4 (VIRGINIA TAX FORM) |
| GARNISHMENT |
| LEAVE & EARNING STATEMENT |
| LEAVE AUDIT (CD 527) |
| NAME CHANGE (SF 52) |
| OPF REVIEW |
| PREMIUM CONVESION WAIVER/ELECTION FORM (FEHB) |
| PRIOR SERVICE REQUEST |
| PTO RE-PAYMENT |
| PTO UNIVERSITY RE-PAYMENT |
| PTOS CANCELLATION FORM (PAYROLL DEDUCTIONS DUES) |
| PTOS ENROLLMENT FORM (PAYROLL DEDUCTIONS FOR ORGANIZATION DUES) |
| REQUEST FOR ISSUANCE OF REPLACEMENT CHECK |
| REQUEST LEAVE & EARNING STATEMENT |
| RESIGNATION (SF 52) |
| SALARY OFFSET WAIVER |
| SALARY RECERTIFICATION |
| SAVINGS BONDS SERIES EE |
| SAVINGS BONDS SERIES I |
| SEPARATION CLEARANCE CERTIFICATE FORM CD 126 |

| |
|------------------------------------------------------------------------------------|
| SF 1152 DESIGNATION OF BENEFICIARY (UNPAID COMPENSATION OF DECEASED CIV. EMPLOYEE) |
| SF 2823 DESIGNATION OF BENEFICIARY FEDERAL EMPLOYEES' GROUP LIFE (FEGLI) PROGRAM |
| SF 3102 FEDERAL EMPLOYEES' RETIRMENT SYSTEM DESIGNATION OF BENEFICIARY |
| SF 50 REQUEST |
| SF 52 (EXTENSION OF LWOP) |
| SF-75 (REQUEST FOR PRELIMINARY EMPLOYMENT DATA) |
| SPPS (SPECIAL PAYROLL PROCESSING SYSTEM) |
| TERMINATION (SF 52) |
| TSP-1 ELECTION FORM (THRIFT SAVINGS PLAN) |
| W2 REQUEST |
| W-4 (FEDERAL TAXES) |

ATTACHMENT D

HCUP-INDEBTEDNESS PROCEDURES FOR CONTRACTOR'S (DATA ENTRY PROCESSING UNIT)

STEP 1

THE SPECIALIST/ASSISTANT WILL NOTIFY THE INDEBTED EMPLOYEE AND WRITE UP THE EXPLANATION BEFORE DELIVERING THE PERSONNEL ACTION(S) OVER TO THE CONTRACTORS (DATA ENTRY PROCESSING UNIT).

STEP 2

THE CONTRACTOR (DATA ENTRY PROCESSING UNIT) WILL NOTIFY THE SPECIALIST/ASSISTANT THAT THE PERSONNEL ACTION(S) IS ON THE DATABASE.

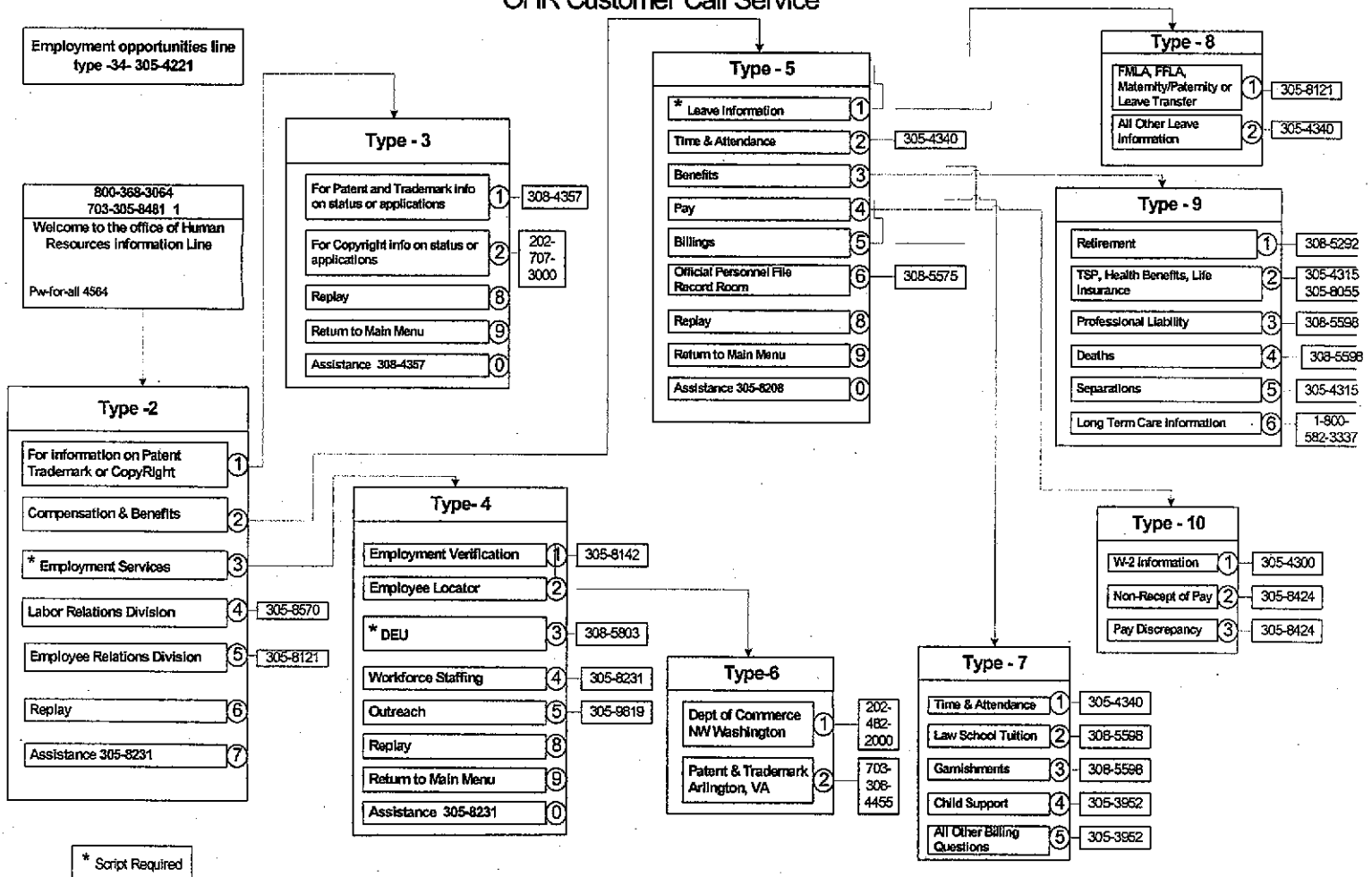
STEP 3

THE SPECIALIST/ASSISTANT WILL PROVIDE THE INDEBTEDNESS CASE TO PAYROLL INDEBTEDNESS TEAM TO AWAIT THE OVERPAYMENT OR UNDERPAYMENT.

ATTACHMENT E

OHR CUSTOMER SERVICE PROCESS

OHR Customer Call Service



Performance Requirements
Summary for 50-PAPT-3-01014

| Task/ Required Service | Description | Acceptable Quality Level | Method of Surveillance | Payment |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-----------|
| SF-52 Filed CLIN 0001a, CLIN 0008a, CLIN 0015a, CLIN 0022a, CLIN 0029a | Request for Personnel Action | Time Standard of 10 business days from time of receipt of Government Document. 98% acceptable quality (error of 2% or less). | 5% Direct Monthly Sampling + 100% Program Office Questionnaires completed | Per B.9.1 |
| SF-50 Filed CLIN 0001b, CLIN 0008b, CLIN 0015b, CLIN 0022b, CLIN 0029b | Notification of Personnel Action | Time Standard of 10 business days from time of receipt of Government Document. 98% acceptable quality (error of 2% or less). | 5% Direct Monthly Sampling + 100% Program Office Questionnaires completed | Per B.9.1 |
| Payroll Documents Filed CLIN 0002a, CLIN 0009a, CLIN 0016a, CLIN 0023a, CLIN 0030a | Pay Disbursement Forms | Time Standard of 10 business days from time of receipt of Government Document. 98% acceptable quality (error of 2% or less). | 5% Direct Monthly Sampling + 100% Program Office Questionnaires completed | Per B.9.1 |
| File Process CLIN 0003a, CLIN 0010a, CLIN 0017a, CLIN 0024a, CLIN 0031a | Management of the OPF/IPF/EPF/MPF operational files | Time Standard of 10 business days from time of receipt of Government Document. 98% acceptable quality (error of 2% or less). | 5% Direct Monthly Sampling + 100% Program Office Questionnaires completed | Per B.9.1 |
| Document Report/Distribution CLIN 0003b, CLIN 0010b, CLIN 0017b, CLIN 0024b, CLIN 0031b | Management Information Reporting Requirements | Time Standard of 24 hours from time of receipt of Government Document. 98% acceptable quality (error of 2% or less). | 5% Direct Monthly Sampling + 100% Program Office Questionnaires completed | Per B.9.1 |
| Data Entry CLIN 0004a, CLIN 0011a, CLIN 0018a, CLIN 0025a, CLIN 0032a | Input of personnel and payroll actions | Personnel and payroll actions submitted for a pay period prior to 12PM EST of the second Thursday of the pay period must be processed prior to 6PM EST of the second Thursday of the same pay period(Same Day). 98% acceptable quality (error of 2% or less). | 5% Direct Monthly Sampling + 100% Program Office Questionnaires completed | Per B.9.1 |
| Customer Service CLIN 0005a, CLIN 0012a, CLIN 0019a, CLIN 0026a, and CLIN 0033a | Support functions that assist with OHR systems administration | All Calls answered within 3 rings, All visitors greeted within 10 seconds, all documents filed within 6 hours. All filing to be at 98% acceptable quality (error of 2% or less) | 5% Direct Monthly Sampling + 100% Program Office Questionnaires completed | Per B.9.1 |
| Quality Review CLIN 0006a, CLIN 0013a, CLIN 0020a, CLIN 0027a, CLIN 0034a | Review for accuracy the SF-52 versus the SF50 | Time Standard of 5 business days from receipt of the SF50/52 | 5% Direct Quarterly Sampling | Per B.9.1 |
| Audit Review 0006b, CLIN 0013b, CLIN 0020b, CLIN 0027b, CLIN 0034b | Review for accuracy the SF-52 data and other personnel documentation | Time Standard of 20 business days | 5% Direct Quarterly Sampling | Per B.9.1 |

**OHR Operational and Customer Service Support Contract
50PAPT301014**

**ATTACHMENT F
QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
Applicable for the
USPTO OHR Operational and Customer Service Support Contract**

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract and in subsequent task orders issued thereunder. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

2. AUTHORITY

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance, which provides for inspections and acceptance of the articles, services, and documentation called for in task orders to be accomplished by the Contracting Officer or his duly authorized representative.

3. SCOPE

To fully understand the roles and the responsibilities of the parties, it is important to first define the distinction in terminology between the Quality Control Plan and the Quality Assurance Surveillance Plan. The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract and follow-on task orders. The Contractor develops and submits his Quality Control Plan (QCP) for Government approval in compliance with his contract deliverables. Once accepted, the Contractor then uses the QCP to guide and to rigorously document the implementation of the required management and quality control actions to achieve the specified results. The QASP on the other hand, is put in place to provide Government surveillance oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract or task order.

4. GOVERNMENT RESOURCES

The following definitions for Government resources are applicable to this plan:

Contracting Officer - A person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government.

Contracting Officer's Technical Representative - An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The source and authority for a Project Officer is the Contracting Officer. Project Officer limitations are contained in the written letter of designation.

Technical Monitor - An individual appointed by the Project Officer to act as his authorized representative for the technical administration of specific task order(s) issued under the contract.

The duties and limitations of the Technical Monitor are contained in a written letter of designation and/or in the body of the issued task order.

5. RESPONSIBILITIES

The Government resources shall have responsibilities for the implementation of this QASP as follows:

Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the

Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

Contracting Officer's Technical Representative - The Contracting Officer's Technical Representative is responsible for technical administration of the project and assures proper Government surveillance of the Contractor's performance.

The Contracting Officer's Technical Representative is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

Technical Monitor – The Technical Monitor provides detailed technical oversight of the Contractor's performance and reports his or her findings to the Contracting Officer's Technical Representative in a timely, complete and impartial fashion to support the Contracting Officer's Technical Representative's technical administration activities. While the Technical Monitor may serve as a direct conduit to provide Government guidance and feedback to the Contractor on technical matters, he or she is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

6. METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP. In addition to specific instructions that may be mentioned, the appropriate and standardized form that is to be used for documentation of QA surveillance is the Surveillance Activity Checklist, included as Attachment A.

Customer Feedback – Customer feedback may be obtained either from the results of formal customer satisfaction surveys or from random customer complaints. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed and must be forwarded to the Contracting Officer's Technical Representative.

The Contracting Officer's Technical Representative shall maintain a summary log of all formally received customer complaints as well as a copy of each complaint in a documentation file. The Project

Officer shall also keep the tabulated results of all customer satisfaction surveys on file and shall enter the summary results into the Surveillance Activity Checklist.

100% Inspection - This level of inspection shall be accomplished by monitoring and documentation. Each month, the Contracting Officer's Technical Representative, or if so designated the appropriate Technical Monitor, shall review the generated documentation and enter summary results into the Surveillance Activity Checklist.

Periodic Inspection - Periodic inspections shall be conducted if and when specified in individual task orders. For the potential tasks that have been identified so far and included in this QASP, the appropriate Technical Monitor typically performs the periodic inspection on a monthly basis.

Random Monitoring - Random monitoring shall be conducted if and when specified in individual task orders. For the potential tasks that have been identified so far and included in this QASP, the random monitoring shall be performed by the Contracting Officer's Technical Representative or by the appropriate designated Technical Monitor.

7. IDENTIFIED QA SURVEILLANCE TASKS

The following PBSC items are identified within the OHR contract Statement of Objectives to be applicable to this contract are to be monitored under this QASP.

See the Performance Requirements Summary and Section B.9.1

For Each Contract Task:

Performance Requirement – Per Contract and PRS

Performance Standard – Per Contract and PRS

Method of Measurement – Per PRS and Contract

Performance Metrics – Per PRS and Contract

Performance Incentives – Per Section B.9.1 of Contract

8. DOCUMENTATION

The Contracting Officer's Technical Representative will, in addition to providing documentation to the Contracting Officer, maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function, including the originals of all Surveillance Activity Checklists. All such records will be retained for the life of this contract. The Contracting Officer's Technical Representative shall forward these records to the Contracting Officer at termination or completion of the contract.

Attachment A – Surveillance Activity Checklist
ATTACHMENT A
Surveillance Activity Checklist

| Task/ Required Service | Description | Acceptable Quality Level | Method of Surveillance | Date Of Measure | Compliance (Exceeded, Met or Partially Met) | Payment |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------|---------------------------------------------|-----------|
| SF-52 Filed CLIN 0001a, CLIN 0008a, CLIN 0015a, CLIN 0022a, CLIN 0029a | Request for Personnel Action | Time Standard of 10 business days from time of receipt of Government Document. 98% acceptable quality (error of 2% or less). | 5% Direct Monthly Sampling + 100% Program Office Questionnaires completed | | | Per B.9.1 |
| SF-50 Filed CLIN 0001b, CLIN 0008b, CLIN 0015b, CLIN 0022b, CLIN 0029b | Notification of Personnel Action | Time Standard of 10 business days from time of receipt of Government Document. 98% acceptable quality (error of 2% or less). | 5% Direct Monthly Sampling + 100% Program Office Questionnaires completed | | | Per B.9.1 |
| Payroll Documents Filed CLIN 0002a, CLIN 0009a, CLIN 0016a, CLIN 0023a, CLIN 0030a | Pay Disbursement Forms | Time Standard of 10 business days from time of receipt of Government Document. 98% acceptable quality (error of 2% or less). | 5% Direct Monthly Sampling + 100% Program Office Questionnaires completed | | | Per B.9.1 |
| File Process CLIN 0003a, CLIN 0010a, CLIN 0017a, CLIN 0024a, CLIN 0031a | Management of the OPF/IPF/EPF/MPF operational files | Time Standard of 10 business days from time of receipt of Government Document. 98% acceptable quality (error of 2% or less). | 5% Direct Monthly Sampling + 100% Program Office Questionnaires completed | | | Per B.9.1 |
| Document Report/Distribution CLIN 0003b, CLIN 0010b, CLIN 0017b, CLIN 0024b, CLIN 0031b | Management Information Reporting Requirements | Time Standard of 24 hours from time of receipt of Government Document. 98% acceptable quality (error of 2% or less). | 5% Direct Monthly Sampling + 100% Program Office Questionnaires completed | | | Per B.9.1 |
| Data Entry CLIN 0004a, CLIN 0011a, CLIN 0018a, CLIN 0025a, CLIN 0032a | Input of personnel and payroll actions | Personnel and payroll actions submitted for a pay period prior to 12PM EST of the second Thursday of the pay period must be processed prior to 6PM EST of the second Thursday of the same pay period(Same Day). 98% acceptable quality (error of 2% or less). | 5% Direct Monthly Sampling + 100% Program Office Questionnaires completed | | | Per B.9.1 |
| Customer Service CLIN 0005a, CLIN 0012a, CLIN 0019a, CLIN 0026a, and CLIN 0033a | Support functions that assist with OHR systems administration | All Calls answered within 3 rings, All visitors greeted within 10 seconds, all documents filed within 6 hours. All filing to be at 98% acceptable quality (error of 2% or less) | 5% Direct Monthly Sampling + 100% Program Office Questionnaires completed | | | Per B.9.1 |
| Quality Review CLIN 0006a, CLIN 0013a, CLIN 0020a, CLIN 0027a, CLIN 0034a | Review for accuracy the SF-52 versus the SF50 | Time Standard of 5 business days from receipt of the SF50/52 | 5% Direct Quarterly Sampling | | | Per B.9.1 |