

<b>SOLICITATION / CONTRACT / ORDER - COMMERCIAL ITEMS</b>				1. REQUISITION NUMBER 160P0680155		PAGE 1 OF 3													
2. CONTRACT NO. DOC50PAPT0601006		3. AWARD/EFFECTIVE DATE 01/30/2006		4. ORDER NUMBER		5. SOLICITATION NUMBER													
7. FOR SOLICITATION INFORMATION CALL:				a. NAME		b. TELEPHONE NUMBER (No collect calls)													
9. ISSUED BY  Office of Procurement US Patent and Trademark Office PO Box 1450-Mail Stop 8 800 Dulany St, MDE, 7th Floor ALEXANDRIA, VA 22313-1450 TEL: (571) 272-8014 ext. FAX: (571) 273-0284 ext.				CODE 1		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 0.00% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541512 SIZE STANDARD:													
				11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 10 days % 20 days % 30 days % days %													
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING													
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP															
15. DELIVER TO  USPTO MAIN CAMPUS 800 DULANY STREET, MADISON BUILDING  ALEXANDRIA, VA 22313-1450 Attn: No Contacts Identified				CODE		15. ADMINISTERED BY  Office of Procurement - U.S. Patent and Trademark Office, P.O. Box 1450 - Mail Stop 8, 800 Dulany Street, MDE, 7th Floor Alexandria, VA 22313-1450													
17a. CONTRACTOR/OFFEROR  NextiraOne Federal, LLC 510 Spring Street, Suite 200 Herndon, VA 20170-5131 TELEPHONE NO. (703) 885-7883 ext.				CODE		18a. PAYMENT WILL BE MADE BY  U.S. Patent and Trademark Office - Office of Finance, Mail Stop 17, P. O. Box 1450 Alexandria, VA 22313-1450													
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN <input checked="" type="checkbox"/> OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;">19. ITEM NO.</th> <th style="width:40%;">20. SCHEDULE OF SUPPLIES/SERVICES</th> <th style="width:10%;">21. QUANTITY</th> <th style="width:10%;">22. UNIT</th> <th style="width:15%;">23. UNIT PRICE</th> <th style="width:15%;">24. AMOUNT</th> </tr> </thead> <tbody> <tr> <td colspan="6" style="height: 150px;">(Use Reverse and/or Attach Additional Sheets as Necessary)</td> </tr> </tbody> </table>								19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	(Use Reverse and/or Attach Additional Sheets as Necessary)					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT														
(Use Reverse and/or Attach Additional Sheets as Necessary)																			
25. ACCOUNTING AND APPROPRIATION DATA 2006 - - A - 150897 - - 3106 - - C51246 - 150897 - - - NONCOMP - - -				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 1,744,828.00															
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-6 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-3 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED																			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REF. OFFER <input type="checkbox"/> DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:															
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>W. Charles Roth</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Kate Kudrewicz</i>															
30b. NAME AND TITLE OF SIGNER (Type or print) W. Charles Roth, VP Sales		30c. DATE SIGNED 01/30/06		31b. NAME OF CONTRACTING OFFICER (Type or print) Kate Kudrewicz		31c. DATE SIGNED 01/30/2006													

## SUPPLIES OR SERVICES AND PRICES/COSTS

## INTEGRATED COLLABORATION SYSTEM COMPONENTS

## CLIN 0001 - BASE YEAR, LOT 1

Quantity	Part Number	CPC	Category / Item	Unit Cost	Total Cost
None MCS 5100 core hardware and version MCS 5100 version 3.5 software					
Core Hardware					
CLIN 0001AA					
14 EA		N0031828	MCS 5100 - V100 Core Package		
2 EA	NTVW00BC	A0553824	MCP MRV iTouch LX 16 Terminal Server		
28 EA	NTVW01JM	A0520042	MCP MRV iTouch Terminal Server Cable - 9 Foot		
22 EA	NTTK14AB	A0506449	Power Cord - (North America and Japan)		
			Subtotal Core Hardware		
Core Software and Features					
CLIN 0001AB					
1 EA	NTVW00DO	N0031548	MCS 5100 - V100 Base System Feature Group Version 3.5 Incl. CD Media for Solaris, MCS Core, MCS System & User Documentation		
1 EA	NTVW01CZ	N0031840	MCS 5100 Release 3.5 MCS5100 Clients Bundle		
1 EA	NTVW01EW	N0031859	MCP License - 5000 SIP ports		
8 EA	NTVW01EX	N0031860	MCP License - 500 SIP ports		
1 EA	NTVW01EY	N0031861	MCP License - 100 SIP ports		
1 EA	NTVW01OD	A0555011	MCP License - 5,000 SIP Advanced Screening		
2 EA	NTVW01SH	N0043019	MCP License - 25 Wireless Clients		
			Subtotal Core Software		
Media Application Hardware					
CLIN 0001AC					
3 EA	NTVW01CI	B0263541	MCS 5100 Media Application Server - Blade Center Redundant Includes: 4 power supplies (2 active + 2 redundant), Redundant Management module, 2 blowers, Redundant Ethernet modules		
13 EA	NTVW00DX	N0031834	MCS 5100 MAS - Xblade (used for Ad-Hoc, IM Chat) Incl: 2x2.8 Ghz Procs, 1Gb, 40 GB HDD, 2x1000BT, 1 slot		
8 EA	NTVW00DY	N0031835	MCS 5100 MAS - Xblade Combo (used for Meet-Me, MOH, Announcements) Incl: 2x2.8 Ghz Procs, 1Gb, 40 GB HDD, 2x1000BT, 1 73 GB SCSI HDD, 2 slots		
			Subtotal Media Application Hardware		
CLIN 0001AD					
			MAS Server Master Revision Key		
21 EA	NTVW01NR	A0554209	MCP License - Media Application Server Key		
			MAS - Software Media		
1 EA	NTVW00DQ	N0031550	MCS 5100 - MAS Software Package Rls 3.5 Order 1 per MAS. Includes MAS Server Auth Key, MAS Base, Ad-Hoc, Meet-Me, IM Chat, Music on Hold, Recorded Announcements, Web Collaboration CDs		

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ATTACHMENT 1 - CONTRACT NO. DOC50PAPT0001008  
**CLIN 0001 - BASE YEAR, LOT 1 (CONTINUED)**

Quantity	Part Number	CPC	Category / Item	Unit Cost	Total Cost
<b>Media Application Software and Licenses</b>					
<b>CLIN 0001AD (Continued)</b>					
			<b>MAS - Ad-Hoc Audio Conferencing</b>		
5 EA	NTVW01FI	N0031863	MCP License - 100 MCP Media Application Server Ad-Hoc Audio Conf. Ports		
			<b>MAS - Meet-Me Audio Conferencing</b>		
12 EA	NTVW01FM	N0031867	MCP License - 100 MCP Media Application Server Meet-Me Audio Conf. Ports		
5 EA	NTVW01FN	N0031868	MCP License - 10 MCP Media Application Server Meet-Me Audio Conf. Ports		
			<b>MAS - Video Conferencing - Use for Ad-Hoc or Meet-Me</b>		
17 EA	NTVW01FQ	N0031871	MCP License - 100 MCP Media Application Server Video ports		
5 EA	NTVW01FR	N0031872	MCP License - 10 MCP Media Application Server Video ports		
			<b>MAS - Web Collaboration</b>		
9 EA	NTVW01RZ	N0025943	MCP License - 100 MAS Web Collaboration Ports		
4 EA	NTVW01RY	N0025627	MCP License - 10 MAS Web Collaboration Ports		
			Note: User must procure and install Microsoft Office on the Web Collaboration server		
			<b>MAS - Music on Hold</b>		
1 EA	NTVW01FS	N0031873	MCP License - 100 MCP Media Application Server Music on Hold Ports		
			<b>MAS - Announcements</b>		
1 EA	NTVW01FU	N0031875	MCP License - 100 MCP Media Application Server Announcements Ports		
			<b>MAS - IM Chat</b>		
1 EA	NTVW01NT	A0554217	MCP License - 500 IM Chat Functionality ports		
2 EA	NTVW01NH	A0548437	MCP License - 100 IM Chat Functionality ports		
5 EA	NTVW01NQ	A0554207	MCP License - 10 IM Chat Functionality ports		
			<b>Subtotal Media Application Software and Licenses</b>		
<b>Installation / Implementation Services</b>					
<b>CLIN 0001AE</b>					
			<b>Initial Core Server Implementation</b>		
1 EA	N0031326	N0031326	Initial Core Server Implementation - 8 Server Core Cluster Includes installation of 5 clients		
			<b>Server Implementation</b>		
6 EA	A0555130	A0555130	Implementation - Sun Server in an MCS system (Additional)		
21 EA	A0994243	A0994243	Implementation - MAS Server in an MCS system		
			<b>Applications</b>		
5 EA	N0081275	N0081275	Implementation - MCS MAS Ad Hoc		
7 EA	N0081276	N0081276	Implementation - MCS MAS Meet Me Conference		
1 EA	N0081278	N0081278	Implementation - MCS MAS IM Chat		
1 EA	N0081279	N0081279	Implementation - MCS MAS Announcements		
1 EA	N0081282	N0081282	Implementation - MCS MAS Web Collaboration		
2 EA	N0081292	N0081292	Implementation - MCS Wireless Client Manager (for Blackberry Client) (WICM)		
			<b>Network Interconnect</b>		
2 EA	A0533893	A0533893	Implementation - SIP or H.323 Trunking to a specific destination		
			<b>Other Services</b>		
1 EA	A0523088	A0523088	VoIP Network Assessment Audit (Health Check)		
13 EA	A0917418	A0917418	Implementation Project Coordination Hours based on total project		
			<b>Subtotal Installation / Implementation Services</b>		

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## ATTACHMENT 1 – CONTRACT NO. DOC50PAPTO-1008

ON-SITE TECHNICAL Support Services				
CLIN 0001AF				
			NORTEL MCS 5100 Certified Technician (s)	
			Subtotal On-Site Support Services	
Hardware Maintenance Services				
CLIN 0001AG				
	SLN	Associated PEC	4 Hour On-Site Response	
14 EA	GN5300-656	NTVW00DR	MCS 5100 V100 Core Platform	
2 EA	GN5300-857	NTVW00BC	MCP MRV iTouch LX 16 Terminal Server	
13 EA	GN5300-861	NTVW00DX	MCS 5100 Media Application Server Xblade	
8 EA	GN5300-862	NTVW00DY	MCS 5100 Media Application Server Xblade Combo	
3 EA	GN5300-863	NTVW01CI	MCS 5100 Media Application Server Blade Ctre Redundant	
			Subtotal Hardware Maintenance Services	
Software Release Subscription (SRS) Plus Support Services				
CLIN 0001AH				
	SLN	Associated PEC	SRS via Partner - Incl. software releases & updates & electronic support Partner provides primary support interface.	
1 EA	GU5300AD6	NTVW01EW	MCP License - 5000 SIP Active Session SRS	
8 EA	GU5300AD7	NTVW01EX	MCP License - 500 SIP Active Sessions SRS	
1 EA	GU5300AD8	NTVW01EY	MCP License - 100 SIP Active Sessions SRS	
1 EA	GU5300AE0	NTVW01OD	MCP License - 5,000 SIP Advanced Screening SRS	
5 EA	GU5300AE4	NTVW01FI	MCP License - 100 Media Application Server Ad-Hoc Audio Conf. Ports SRS	
12 EA	GU5300AE6	NTVW01FM	MCP License - 100 Media Application Server Meet-Me Audio Conf. Ports SRS	
5 EA	GU5300AE7	NTVW01FN	MCP License - 10 Media Application Server Meet-Me Audio Conf. Ports SRS	
17 EA	GU5300AE8	NTVW01FQ	MCP License - 100 MCP Media Application Server Video ports SRS	
5 EA	GU5300AE9	NTVW01FR	MCP License - 10 MCP Media Application Server Video ports SRS	
9 EA	GU5300AF0	NTVW01RZ	MCP License - 100 Web Collaboration Ports SRS	
4 EA	GU5300AF1	NTVW01RY	MCP License - 10 Web Collaboration Ports SRS	
1 EA	GU5300AF2	NTVW01FS	MCP License - 100 MCP Media Application Server Music on Hold Ports SRS	
1 EA	GU5300AF4	NTVW01FU	MCP License - 100 MCP Media Application Server Announcements Ports SRS	
1 EA	GU5300AF6	NTVW01NT	MCP License - 500 IM Chat Functionality ports SRS	
2 EA	GU5300AF7	NTVW01NH	MCP License - 100 IM Chat Functionality ports SRS	
5 EA	GW5500AF8	NTVW01NQ	MCP License - 10 IM Chat Functionality ports SRS	
2 EA	GW5500AG8	NTVW01SH	MCP License - 25 Wireless Clients SRS	
			Subtotal Software SRS Services	
Option 81C and CS1000 Components				
CLIN 0001AJ				
	SLN	Associated PEC	4 Hour On-Site Response	
500 EA		NTE905GA	1 Premium ACD Agent License	
500 EA		NTE980AA	SIP Converged Desktops	
848 EA		NTE980JA	SIP Access Port License	
600 EA		NTE980PA	All Sys-1 Pers Call Asst License	
4 EA		NTDU41FC	Media Card 32 Port - IP Line 4.5 / Voice Gateway	
			Subtotal	

Nortel MCS 5100 core hardware and version V56-5100 version 3.5 software			
CLIN 0001 BASE YEAR, LOT 1			
CLIN 0001AA		Subtotal Core Hardware	
CLIN 0001AB		Subtotal Core Software	
CLIN 0001AC		Subtotal Media Application Hardware	
CLIN 0001AD		Subtotal Media Application Software and Licenses	
CLIN 0001AE		Subtotal Installation / Implementation Services	
CLIN 0001AF		ON-SITE TECHNICAL Support Services	
CLIN 0001AG		Hardware Maintenance Services	

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**ATTACHMENT 1 – CONTRACT NO. DOC50PAPTC-1008**

<b>CLIN 0001AH</b>		<b>Software Release Subscription (SRS) Plus Support Services</b>		
<b>CLIN 0001AJ</b>		<b>Option 81C and CS 1000 Components</b>		
		<b>Executive Discount</b>		
		<b>TOTAL CLIN 0001 BASE YEAR, LOT 1</b>		
				<b>\$1,744,828.00</b>

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## CLIN 0002 - OPTION I, LOT II

Quantity	Part Number	CPC	Category / Item	Unit Cost	Total Cost
<b>Hardware Maintenance Services</b>					
<b>CLIN 0002AA</b>					
	<b>SLN</b>	<b>Associated PEC</b>	<b>4 Hour On-Site Response</b>		
14 EA	GN5300-856	NTVW00DR	MCS 5100 V100 Core Platform		
2 EA	GN5300-857	NTVW00BC	MCP MRV iTouch LX 16 Terminal Server		
13 EA	GN5300-861	NTVW00DX	MCS 5100 Media Application Server Xblade		
8 EA	GN5300-862	NTVW00DY	MCS 5100 Media Application Server Xblade Combo		
3 EA	GN5300-863	NTVW01CI	MCS 5100 Media Application Server Blade Ctr Redundant		
			<b>Subtotal Hardware Maintenance Services</b>		
<b>Software Release Subscription (SRS) Plus Support Services</b>					
<b>CLIN 0002AB</b>					
	<b>SLN</b>	<b>Associated PEC</b>	<b>SRS via Partner - Incl. Software releases &amp; updates &amp; electronic support Partner provides primary support interface.</b>		
1 EA	GW5500AD6	NTVW01EW	MCP License - 5000 SIP Active Session SRS		
8 EA	GW5500AD7	NTVW01EX	MCP License - 500 SIP Active Sessions SRS		
1 EA	GW5500AD8	NTVW01EY	MCP License - 100 SIP Active Sessions SRS		
1 EA	GW5500AE0	NTVW01OD	MCP License - 5,000 SIP Advanced Screening SRS		
5 EA	GW5500AE4	NTVW01FI	MCP License - 100 Media Application Server Ad-Hoc Audio Conf. Ports SRS		
12 EA	GW5500AE6	NTVW01FM	MCP License - 100 Media Application Server Meet-Me Audio Conf. Ports SRS		
5 EA	GW5500AE7	NTVW01FN	MCP License - 10 Media Application Server Meet-Me Audio Conf. Ports SRS		
17 EA	GW5500AE8	NTVW01FQ	MCP License - 100 MCP Media Application Server Video ports SRS		
5 EA	GW5500AE9	NTVW01FR	MCP License - 10 MCP Media Application Server Video ports SRS		
9 EA	GW5500AF0	NTVW01RZ	MCP License - 100 Web Collaboration Ports SRS		
4 EA	GW5500AF1	NTVW01RY	MCP License - 10 Web Collaboration Ports SRS		
1 EA	GW5500AF2	NTVW01FS	MCP License - 100 MCP Media Application Server Music on Hold Ports SRS		
1 EA	GW5500AF4	NTVW01FU	MCP License - 100 MCP Media Application Server Announcements Ports SRS		
1 EA	GW5500AF6	NTVW01NT	MCP License - 500 IM Chat Functionality ports SRS		
2 EA	GW5500AF7	NTVW01NH	MCP License - 100 IM Chat Functionality ports SRS		
5 EA	GW5500AF8	NTVW01NQ	MCP License - 10 IM Chat Functionality ports SRS		
2 EA	GW5500AG8	NTVW01SH	MCP License - 25 Wireless Clients SRS		
			<b>Subtotal Software SRS Services</b>		
<b>ON-SITE TECHNICAL Support Services</b>					
<b>CLIN 0002AC</b>					
			NORTEL MCS 5100 Certified Technician (s)		
			<b>Subtotal On-Site Support Services</b>		
<b>Additional Support Services</b>					
<b>CLIN 0002AD</b>					
1			Quote main labor category (i.e. new releases) etc...		
			<b>Subtotal Additional Services</b>		
<b>Nonel MCS 5100 core hardware and version MCS 5100 version 3.5 software</b>					
<b>CLIN 0002 OPTION I, LOT II</b>					
<b>CLIN 0002AA</b>			<b>Subtotal Hardware Maintenance Services</b>		
<b>CLIN 0002AB</b>			<b>Subtotal Software SRS Services</b>		
<b>CLIN 0002AC</b>			<b>Subtotal On-Site Support Services</b>		
<b>CLIN 0002AD</b>			<b>Subtotal Additional Services</b>		
			<b>Executive Discount</b>		
			<b>TOTAL CLIN 0002 OPTION I, LOT II</b>		<b>\$406,722.50</b>

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## CLIN 0003 - OPTION II, LOT III

Quantity	Part Number	CPC	Category / Item	Unit Cost	Total Cost
CLIN 0003AA					
<b>Hardware Maintenance Services</b>					
	<b>SLN</b>	<b>Associated PEC</b>	<b>4 Hour On-Site Response</b>		
14 EA	GN5300-856	NTVW00DR	MCS 5100 V100 Core Platform		
2 EA	GN5300-857	NTVW00BC	MCP MRV ITouch LX 16 Terminal Server		
13 EA	GN5300-861	NTVW00DX	MCS 5100 Media Application Server Xblade		
8 EA	GN5300-862	NTVW00DY	MCS 5100 Media Application Server Xblade Combo		
3 EA	GN5300-863	NTVW01CI	MCS 5100 Media Application Server Blade Ctre Redundant		
			<b>Subtotal Hardware Maintenance Services</b>		
CLIN 0003AB					
<b>Software Release Subscription (SRS) Plus Support Services</b>					
	<b>SLN</b>	<b>Associated PEC</b>	<b>SRS via Partner - Incl. software releases &amp; updates &amp; electronic support Partner provides primary support interface.</b>		
1 EA	GW5500AD6	NTVW01EW	MCP License - 5000 SIP Active Session SRS		
8 EA	GW5500AD7	NTVW01EX	MCP License - 500 SIP Active Sessions SRS		
1 EA	GW5500AD8	NTVW01EY	MCP License - 100 SIP Active Sessions SRS		
1 EA	GW5500AE0	NTVW01OD	MCP License - 5,000 SIP Advanced Screening SRS		
5 EA	GW5500AE4	NTVW01FI	MCP License - 100 Media Application Server Ad-Hoc Audio Conf. Ports SRS		
12 EA	GW5500AE6	NTVW01FM	MCP License - 100 Media Application Server Meet-Me Audio Conf. Ports SRS		
5 EA	GW5500AE7	NTVW01FN	MCP License - 10 Media Application Server Meet-Me Audio Conf. Ports SRS		
17 EA	GW5500AE8	NTVW01FQ	MCP License - 100 MCP Media Application Server Video ports SRS		
5 EA	GW5500AE9	NTVW01FR	MCP License - 10 MCP Media Application Server Video ports SRS		
9 EA	GW5500AF0	NTVW01RZ	MCP License - 100 Web Collaboration Ports SRS		
4 EA	GW5500AF1	NTVW01RY	MCP License - 10 Web Collaboration Ports SRS		
1 EA	GW5500AF2	NTVW01FS	MCP License - 100 MCP Media Application Server Music on Hold Ports SRS		
1 EA	GW5500AF4	NTVW01FU	MCP License - 100 MCP Media Application Server Announcements Ports SRS		
1 EA	GW5500AF6	NTVW01NT	MCP License - 500 IM Chat Functionality ports SRS		
2 EA	GW5500AF7	NTVW01NH	MCP License - 100 IM Chat Functionality ports SRS		
5 EA	GW5500AF8	NTVW01NQ	MCP License - 10 IM Chat Functionality ports SRS		
2 EA	GW5500AG8	NTVW01SH	MCP License - 25 Wireless Clients SRS		
			<b>Subtotal Software SRS Services</b>		
<b>ON-SITE TECHNICAL Support Services</b>					
CLIN 0003AC					
			NORTEL MCS 5100 Certified Technician (s)		
			<b>Subtotal On-Site Support Services</b>		
<b>Additional Support Services</b>					
CLIN 0003AD					
1			Quote main labor category (i.e. new releases) etc...		
			<b>Subtotal Additional Services</b>		
<b>Nortel MCS 5100 core hardware and version MCS 5100 version 3.2 software</b>					
CLIN 0003 OPTION II, LOT III					
CLIN 0003AA			<b>Subtotal Hardware Maintenance Services</b>		
CLIN 0003AB			<b>Subtotal Software SRS Services</b>		
CLIN 0003AC			<b>Subtotal On-Site Support Services</b>		
CLIN 0003AD			<b>Subtotal Additional Services</b>		
			<b>Executive Discount</b>		
			<b>TOTAL CLIN 0003 OPTION II, LOT III</b>		\$407,009.20

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**CLIN 0004 – OPTION III, LOT IV**

Quantity	Part Number	CPC	Category / Item	Unit Cost	Total Cost
<b>Hardware Maintenance Services</b>					
<b>CLIN 0004AA</b>					
	<b>SLN</b>	<b>Associated PEC</b>	<b>4 Hour On-Site Response</b>		
14 EA	GN5300-656	NTVW00DR	MCS 5100 V100 Core Platform		
2 EA	GN5300-857	NTVW00BC	MCP MRV iTouch LX 16 Terminal Server		
13 EA	GN5300-861	NTVW00DX	MCS 5100 Media Application Server Xblade		
8 EA	GN5300-862	NTVW00DY	MCS 5100 Media Application Server Xblade Combo		
3 EA	GN5300-863	NTVW01CI	MCS 5100 Media Application Server Blade Ctr Redundant		
			<b>Subtotal Hardware Maintenance Services</b>		
<b>Software Release Subscription (SRS) Plus Support Services</b>					
<b>CLIN 0004AB</b>					
	<b>SLN</b>	<b>Associated PEC</b>	<b>SRS via Partner - Incl. software releases &amp; updates &amp; electronic support Partner provides primary support interface.</b>		
1 EA	GW5500AD6	NTVW01EW	MCP License - 5000 SIP Active Session SRS		
8 EA	GW5500AD7	NTVW01EX	MCP License - 500 SIP Active Sessions SRS		
1 EA	GW5500AD8	NTVW01EY	MCP License - 100 SIP Active Sessions SRS		
1 EA	GW5500AE0	NTVW01OD	MCP License - 5,000 SIP Advanced Screening SRS		
5 EA	GW5500AE4	NTVW01FI	MCP License - 100 Media Application Server Ad-Hoc Audio Conf. Ports SRS		
12 EA	GW5500AE6	NTVW01FM	MCP License - 100 Media Application Server Meet-Me Audio Conf. Ports SRS		
5 EA	GW5500AE7	NTVW01FN	MCP License - 10 Media Application Server Meet-Me Audio Conf. Ports SRS		
17 EA	GW5500AE8	NTVW01FQ	MCP License - 100 MCP Media Application Server Video ports SRS		
5 EA	GW5500AE9	NTVW01FR	MCP License - 10 MCP Media Application Server Video ports SRS		
9 EA	GW5500AF0	NTVW01RZ	MCP License - 100 Web Collaboration Ports SRS		
4 EA	GW5500AF1	NTVW01RY	MCP License - 10 Web Collaboration Ports SRS		
1 EA	GW5500AF2	NTVW01FS	MCP License - 100 MCP Media Application Server Music on Hold Ports SRS		
1 EA	GW5500AF4	NTVW01FU	MCP License - 100 MCP Media Application Server Announcements Ports SRS		
1 EA	GW5500AF6	NTVW01NT	MCP License - 500 IM Chat Functionality ports SRS		
2 EA	GW5500AF7	NTVW01NH	MCP License - 100 IM Chat Functionality ports SRS		
5 EA	GW5500AF8	NTVW01NQ	MCP License - 10 IM Chat Functionality ports SRS		
2 EA	GW5500AG8	NTVW01SH	MCP License - 25 Wireless Clients SRS		
			<b>Subtotal Software SRS Services</b>		
<b>ON-SITE TECHNICAL Support Services</b>					
<b>CLIN 0004AC</b>					
			NORTEL MCS 5100 Certified Technician (s)		
			<b>Subtotal On-Site Support Services</b>		
<b>Additional Support Services</b>					
<b>CLIN 0004AD</b>					
1			Quote main labor category (i.e. new releases) etc...		
			<b>Subtotal Additional Services</b>		
<b>Nortel MCS 5100 core hardware and version 5.100 version 3.0 software</b>					
<b>CLIN 0004 OPTION III, LOT IV</b>					
<b>CLIN 0004AA</b>			<b>Subtotal Hardware Maintenance Services</b>		
<b>CLIN 0004AB</b>			<b>Subtotal Software SRS Services</b>		
<b>CLIN 0004AC</b>			<b>Subtotal On-Site Support Services</b>		
<b>CLIN 0004AD</b>			<b>Subtotal Additional Services</b>		
			<b>Executive Discount</b>		
			<b>TOTAL CLIN 0004 OPTION III, LOT IV</b>		<b>\$407,298.77</b>

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5 U.S.C. § 552(b)(4)



## CLIN 0005 - OPTION IV, LOT V

Quantity	Part Number	CPC	Category / Item	Unit Cost	Total Cost
<b>Hardware Maintenance Services</b>					
<b>CLIN 0005AA</b>					
	<b>SLN</b>	<b>Associated PEC</b>	<b>4 Hour On-Site Response</b>		
14 EA	GN5300-656	NTVW00DR	MCS 5100 V100 Core Platform		
2 EA	GN5300-857	NTVW00BC	MCP MRV iTouch LX 16 Terminal Server		
13 EA	GN5300-861	NTVW00DX	MCS 5100 Media Application Server Xblade		
8 EA	GN5300-862	NTVW00DY	MCS 5100 Media Application Server Xblade Combo		
3 EA	GN5300-863	NTVW01CI	MCS 5100 Media Application Server Blade Ctr Redundant		
			<b>Subtotal Hardware Maintenance Services</b>		
<b>Software Release Subscription (SRS) Plus Support Services</b>					
<b>CLIN 0005AB</b>					
	<b>SLN</b>	<b>Associated PEC</b>	<b>SRS via Partner - Incl. software releases &amp; updates &amp; electronic support Partner provides primary support interface.</b>		
1 EA	GW5500AD6	NTVW01EW	MCP License - 5000 SIP Active Session SRS		
8 EA	GW5500AD7	NTVW01EX	MCP License - 500 SIP Active Sessions SRS		
1 EA	GW5500AD8	NTVW01EY	MCP License - 100 SIP Active Sessions SRS		
1 EA	GW5500AE0	NTVW01OD	MCP License - 5,000 SIP Advanced Screening SRS		
5 EA	GW5500AE4	NTVW01FI	MCP License - 100 Media Application Server Ad-Hoc Audio Conf. Ports SRS		
12 EA	GW5500AE6	NTVW01FM	MCP License - 100 Media Application Server Meet-Me Audio Conf. Ports SRS		
5 EA	GW5500AE7	NTVW01FN	MCP License - 10 Media Application Server Meet-Me Audio Conf. Ports SRS		
17 EA	GW5500AE8	NTVW01FQ	MCP License - 100 MCP Media Application Server Video ports SRS		
5 EA	GW5500AE9	NTVW01FR	MCP License - 10 MCP Media Application Server Video ports SRS		
9 EA	GW5500AF0	NTVW01RZ	MCP License - 100 Web Collaboration Ports SRS		
4 EA	GW5500AF1	NTVW01RY	MCP License - 10 Web Collaboration Ports SRS		
1 EA	GW5500AF2	NTVW01FS	MCP License - 100 MCP Media Application Server Music on Hold Ports SRS		
1 EA	GW5500AF4	NTVW01FU	MCP License - 100 MCP Media Application Server Announcements Ports SRS		
1 EA	GW5500AF6	NTVW01NT	MCP License - 500 IM Chat Functionality ports SRS		
2 EA	GW5500AF7	NTVW01NH	MCP License - 100 IM Chat Functionality ports SRS		
5 EA	GW5500AF8	NTVW01NQ	MCP License - 10 IM Chat Functionality ports SRS		
2 EA	GW5500AG8	NTVW01SH	MCP License - 25 Wireless Clients SRS		
			<b>Subtotal Software SRS Services</b>		
<b>ON-SITE TECHNICAL Support Services</b>					
<b>CLIN 0005AC</b>					
			NORTEL MCS 5100 Certified Technician (s)		
			<b>Subtotal On-Site Support Services</b>		
<b>Additional Support Services</b>					
<b>CLIN 0005AD</b>					
1			Quote main labor category (i.e. new releases) etc...		
			<b>Subtotal Additional Services</b>		
<b>NorTel MCS 5100 core hardware and servers on V50 5100 version 3.5 software</b>					
<b>CLIN 0004 OPTION IV, LOT V</b>					
<b>CLIN 0005AA</b>			<b>Subtotal Hardware Maintenance Services</b>		
<b>CLIN 0005AB</b>			<b>Subtotal Software SRS Services</b>		
<b>CLIN 0005AC</b>			<b>Subtotal On-Site Support Services</b>		
<b>CLIN 0005AD</b>			<b>Subtotal Additional Services</b>		
			<b>Executive Discount</b>		
			<b>TOTAL CLIN 0004 OPTION IV, LOT V</b>		<b>\$407,591.23</b>

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EXEMPTION 4 FOIA  
5 U.S.C. § 552(b)(4)

ATTACHMENT 1 – CONTRACT NO. DOC50PAPT0001008

Non-MCS 5100 core hardware and version MCS 5100 version 3.2 software

CLIN 0001		BASE YEAR – LOT I	Total -	\$1,744,828.00
CLIN 0002		OPTION YEAR I – LOT II	Total -	\$406,722.50
CLIN 0003		OPTION YEAR II – LOT III	Total -	\$407,009.20
CLIN 0004		OPTION YEAR III – LOT IV	Total -	\$407,298.77
CLIN 0005		OPTION YEAR IV – LOT V	Total -	\$407,591.23
		TOTAL CONTRACT AMOUNT	Total -	\$3,373,449.70

**The USPTO  
Integrated Collaboration System Solution  
Statement of Work**

**INTRODUCTION**

For over two centuries, the USPTO has played a vital role in the scientific, technical and economic development of our Nation by granting patents to inventors for their inventions and registering trademarks to companies for their products and services. Since the signing of the first Patent law by George Washington, over six million U.S. patents have been issued and over two million trademarks registered. Last fiscal year alone USPTO received over 380,000 patent applications and nearly 325,000 trademark applications.

**Background**

The Patents Cost Center has initiated a Patents Hoteling Program henceforth referred to as "PHP" to accomplish some major strategic goals:

- Satisfy requirements set forth in PL 106-346, Sec. 359 Congressional Federal Telework Mandate of 2001 (Part of the Department of Transportation Appropriations Act of 2001).
- Provide support to the Department of Commerce's overall teleworking efforts to reduce the risk of non-forfeiture against earmarked appropriated funds.
- Reduce increased USPTO office space requirements associated with increased hiring goals.
- Achieve innovative means of flexibility and responsiveness of the Patents organization to meet its mission with respect to increasing workloads and changing technology.

The PHP initiative provides participants the ability to work at home fully supported with complete access to online USPTO provided resources during normal business hours in conducting their officially assigned duties. PHP also incorporates the concept of "hoteling" where telecommuting participants reserve time in designated shared "hotel" offices at the USPTO Campus facility (or potentially viable satellite work stations) to conduct on-campus business activities such as attend meetings, and access other on-site resources and personnel.

One of the critical components of PHP strategic initiative is the use of Information Technology henceforth referred to as "IT" to provide the necessary remote access and collaboration capability to ensure participants are able to perform their jobs when they are away from the USPTO Campus, and the use of IT necessary when they are on-site.

The PHP effort is expected to begin in February 2006, when the first participants receive training. Immediately following training, these participants are expected to begin working from home.

## GENERAL OBJECTIVES

The contractor will complete the following:

- Install, acquire, and implement the Nortel Multimedia Communications Server henceforth referred to as MCS, specifically Nortel MCS 5100 hardware and Nortel MCS 5100 version 3.5 software applications.
- Maintain operations and maintenance of Nortel MCS 5100 hardware and Nortel MCS 5100 version 3.5 software applications.
- Availability Nortel MCS 5100 Certified Technician.
- Any additional support services for the Integrated Collaboration System henceforth referred to as ICS as directed by USPTO.

## INTEGRATED COLLABORATION SYSTEM DESCRIPTION

- The USPTO will have a fully integrated and functional collaboration system to include interoperability with: the Windows Operating System (Windows XP), Microsoft Office applications, the Nortel data network at headquarters (PTOnet), the Nortel telecommunications capability at headquarters (81C PBX, CS1000, OTM, CallPilot, etc.), and the Nortel Connectivity virtual private network.
- The ICS will import user data from the USPTO's campus security system, for the purposes of extracting badge photos.
- The ICS will pull user account data from the USPTO's Active Directory infrastructure.
- The ICS will be implemented on "Day One" to fully support 5,000 users, however, it will scale to 10,000 users over a two-year period.
- The ICS will respond to a user event within four seconds of initiation. The ICS will have a tracking capability that allows the USPTO to track telephone usage by user.
- The ICS users will be able to use USPTO's HQ 5-digit dialing plan where internal dialing is accomplished by dialing 5 digit extensions, local and long distance calls are made by dialing (9) 1+10 digits, and international calls by dialing (9) 011 and then the number.
- The ICS will provide "presence awareness" showing a user's activity, to include use of the telephone system.
- End users will be able to use the ICS to initiate and conduct meetings (note: meetings are defined as: an IM session, a voice conversation, a video conversation, or a virtual meeting).
- End users will be able to use the ICS to conduct a telephone conversation with one or more individuals.

- End users will be able to use the ICS to conduct a video conversation with one or more individuals.
- End users will be able to use the ICS to share desktop s/w applications with one or more individuals.
- End users will be able to use the ICS to perform such collaboration functions as “white boarding” and “file transfer”.
- The USPTO will be able to begin using all of ICS’ functionality, in a production environment, in February 2006.

### **Operations and Maintenance Objectives**

The required operational support solution objectives are:

- The contractor will have a Nortel Certified MSC 5100 available immediately providing coverage starting with deployment of ICS, in a production environment, to the first user.
- The system shall be operational and available to users 99.999% of the time.
- During system failures, the contractor shall respond within the USPTO stated Service Level Agreements henceforth referred to as “SLA (s)” with necessary resources and materials to make the system operational.
- The USPTO will be able to track overall system traffic on a monthly basis using reports produced by the ICS.
- As business needs evolve, the USPTO will have the ability to perform user activations and deactivations within provided SLA (s).
- The USPTO will have a seamless transition from the installation of the ICS to day-to-day operations and maintenance of the ICS.
- The USPTO will have a Nortel Certified MCS 5100 Technician available to assist in managing special ICS projects, such as system expansion, system upgrades, and support for additional remote locations.

### **EXECUTIVE OVERVIEW**

#### **Initial Design Summary**

To ensure interoperability with USPTO’s exiting data network, which incorporates the Nortel Passport product as its backbone; its telecommunications network, which incorporates the Nortel Meridian 1 Option 81C PBX system and CS1000; and its virtual private network, which incorporates the Nortel Contivity infrastructure, market research has demonstrated that the Nortel Multimedia Communication Server 5100 and version 3.5 software suite as its collaboration platform is the only viable solution the USPTO for Integrated Communications System collaboration platform. The Nortel MCS 5100 core hardware and software, with media application services, operating entirely within the USPTO’s Data Center located in Alexandria, Virginia.

Below is a system summary for the ICS, as presently installed and ready for full operation upon contract award.

Area	Quantity	Description	Platform
Redundancy	N/A	Medium	N/A
SIP Ports	9,098	Total SIP ports provisioned	N/A
Software	N/A	Power software package	N/A
<b>Subscribers and Clients</b>			
	Custom Select	Provisioned – <i>not package</i>	N/A
	5,000	Users registered to the system	N/A
	5,000	Users simultaneously active at peak	N/A
	5,000	Users with advanced screening (call routing)	N/A
	4,250	Users with soft client only	N/A
	250	Users with hard client only	N/A
	500	Users with both soft and hard clients	N/A
	50	Users with Blackberry wireless client	N/A
<b>Trunking</b>			
	Custom Select	Provisioned – <i>not package</i>	N/A
	848	SIP Trunks	N/A

Area	Quantity	Description	Platform
<b>MAS (Media Application Server)</b>			
	Custom Select	Provisioned – <i>not package</i>	N/A
	500	Conferencing: Ad-Hoc Audio	Platform: Blade
	500	Conferencing: Ad-Hoc Video	Platform: Blade
	1,250	Conferencing: Meet-Me Audio	Platform: Blade
	1,250	Conferencing: Meet-Me Video	Platform: Blade
	938	Web Collaboration Ports	Platform: Blade
	750	IM Chat Room Ports	Platform: Blade
	100	Music On-Hold Ports	Platform: Blade
	100	Recorded Announcements Ports	Platform: Blade

### Operations and Maintenance Summary

The USPTO desires a comprehensive O&M service solution for the management, operation and maintenance of its collaboration solution and for the operation and system/database administration of any related systems.

The O&M solution shall also incorporate project management responsibilities, staffing plans, problem management resolutions, adherence to USPTO SLA (s), and system/traffic studies.

The table below contains the USPTO's Service Level Metrics for the CTSS.

### USPTO'S Service Metrics

System/Service Type	Quantity	SLA	Performance Measure
Core System			99.999% up time
Media Application Servers			99.999% up time
Trouble Ticket (Affecting single user)	Response to Users	2 Hours	95% completion rate
Trouble Ticket (Affecting single user)	Time to Repair	4 Hours	95% completion rate

For detailed O&M requirements, please refer to Attachment 2 "Operations and Maintenance Requirements."

### **ACCEPTANCE CRITERIA AND TESTS**

Nortel MCS 5100 core hardware and Nortel MCS 5100 version 3.5 software application acceptances will be granted by the Contracting Officer's Technical Representative within 30 days after the ICS Production Test Plan has been successfully completed.

This acceptance will be granted as long as the contractor has provided the USPTO the following items in a satisfactory manner:

- ICS Production Test Results
- As-built Documentation
- Correction and resolution of any "punch list" items cited as non-conforming to performance or standards of installation practices as set forth within the SOW.
- Provision of official Warranty information.

### **Operations and Maintenance Acceptance**

The O&M period begins after the first user begins using the production ICS.

### **Service Level Delivery**

The Service Level Delivery will be accepted as within the provided SLA (s) based on the O&M Deliverables. The Government will provide written notice to the contractor in the event that SLA (s) are not within the established metrics.

### **Document Acceptance**

The contractor shall deliver two paper copies, and one electronic copy in MS-Office format for final acceptance of all documents.



## Deliverables / Milestones

The USPTO requires two types of deliveries. System Deliveries are major sub-components of the CTSS. System Contract Data Deliverables allow the USPTO to manage the CTSS Design, Build, and O&M to ensure the USPTO system objectives are met.

Table 1 - System

Deliverable	Description of Deliverable	Deliverable Type	Delivery Acceptance	Delivery Schedule	Product CFIN
<b>S-1.0</b>	MCS 5100 Core Hardware	Functional System	100%	February 17, 2006	0001AA
<b>S-2.0</b>	MCS 5100 Core Software	Functional System	100%	February 17, 2006	0001AB
<b>S-3.0</b>	MCS 5100 – Media Application Hardware	Functional System	100%	February 17, 2006	0001AC
<b>S-4.0</b>	MCS 5100 – Media Application Software	Functional System	100%	February 17, 2006	0001AD
<b>S-5.0</b>	Installation / Implementation Services	Functional System	100%	February 28, 2006	0001AE

Table 2 - Contract Data

Deliverable	Project Phase	Description of Deliverable	Deliverable Type	Start Date	Delivery	Pricing
1.0	Build	Detailed Design Document	System Design Document	100%	February 6, 2006	Priced CLIN 0001AE
2.0	Build	Executed Test Plan	Completed Test Plan Document	100%	February 13, 2006	Priced CLIN 0001AE
3.0	Build	As-Built Documentation	Contract Data Deliverable	100%	March 1, 2006	Priced CLIN 0001AE
4.0	Operations and Maintenance	Operational Support Documentation	Contract Data Deliverable	100%	March 1, 2006	Priced CLIN 0001AF
5.0	Operations and Maintenance	Exceptions Report	Contract Data Deliverable	NA	Daily	Priced CLIN 0001AF
6.0	Operations and Maintenance	Trouble Ticket Report	Contract Data Deliverable	NA	Weekly, Monthly, Quarterly	Priced CLIN 0001AF
7.0	Operations and Maintenance	System Availability Report – Core system and Media Application Servers	Contract Data Deliverable	NA	Monthly	Priced CLIN 0001AF
8.0	Operations and Maintenance	Traffic / Usage Report	Contract Data Deliverable	NA	Monthly	Priced CLIN 0001AF
9.0	Operations and Maintenance	Contract Activity and Accomplishments Report	Contract Data Deliverable	NA	Monthly	Priced CLIN 0001AF

## **PERIOD OF PERFORMANCE**

The period of performance of this contract is as follows:

Base Year – Lot I:	01 February 2006 – 31 January 2007
Option I – Lot II:	01 February 2007 – 31 January 2008
Option II – Lot III:	01 February 2008 – 31 January 2009
Option III – Lot IV:	01 February 2009 – 31 January 2010
Option IV – Lot V:	01 February 2010 – 31 January 2011

## **PLACE OF PERFORMANCE**

Contract performance shall be accomplished on-site at the new Carlyle Patent and Trademark Office facility unless otherwise required by the Government.

## **REPORTS**

The contractor will provide daily, weekly, and/or monthly production and other reports as required by the Government.

## **GOVERNMENT HOLIDAYS**

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

Any other day designated by Federal Statute, Executive Order or Presidential Proclamation.

The Contractor shall establish duty hours for Contractor employees in accordance with each task requirements. USPTO shall not be liable for costs incurred as a result of Contractor performance when administrative leave has been granted to USPTO. The Contractor shall comply with the U.S. Government holidays; therefore, the USPTO Campus is closed to the Contractor's staff on the day(s) these holidays are observed.

It is the responsibility during the period of performance of this contract that the prospective contractor obtains a calendar of Federal Holidays. The Office of Personnel Management website has current listings. The website is <http://www.opm.gov/fedhol/>

## **CONTRACT ADMINISTRATION**

Written communication to the Contracting Specialist or Contracting Officer shall make reference to the contract number and shall be mailed, postage prepaid, to the address stated in the contract.

The Contracting Officer has the overall responsibility for the administration of this contract. The Contracting Officer alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; make final decisions on disputed deductions from contract payments for non-performance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. However, the Contracting Officer may delegate certain other responsibilities to authorized representatives.

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

## **SUBMISSION OF INVOICES**

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

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

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

- (a) Name of the Contractor, invoice number and invoice date;
- (b) Contract Number;
- (c) Contract Line Item Number or Subcontract Line Item Number;
- (d) Description, price and quantity of services delivered (as outlined in the schedule of supplies or services);
- (d) Name and signature of certifying official, title, phone number and complete mailing address of official to whom payment is to be sent;
- (e) Other substantiating documentation or information as required by the Government.
- (f) Period of Performance covered by the invoice.

### **ELECTRONIC PAYMENT INFORMATION**

Electronic Funds Transfer Payment banking information shall be forwarded by the Contractor to the below designated office:

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

### **GOVERNMENT PROPERTY—LIMITED FACILITIES USE**

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

### **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.

## **SPECIAL CONTRACT REQUIREMENTS**

### **SUPERVISION OF CONTRACTOR'S EMPLOYEES**

The Contractor shall at all times be responsible for the supervision of the employees in the performance of the services required hereunder.

### **GOVERNMENT IDENTIFICATION/SUITABILITY INVESTIGATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES**

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 henceforth referred to as SAC (s) may be requested, at the discretion of the Contracting Officer's Technical Representative (COTR) and/or the USPTO Security Office.)

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:

- a. Have official legal status in the United States; and
- b. 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 of a crime of violence or of a misdemeanor-involving moral turpitude.
  - c. Improper conduct once performing on the contract, including criminal, infamous, Immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly relates to the contract.
  - d. Any behavior judged to pose a potential threat to USPTO personnel or property.
- Failure to comply with these requirements may result in the cancellation of this contract.

**CONTRACTOR BADGES**

The first day an employee reports for duty, he/she will receive a temporary USPTO identification badge, which will be valid for a 3-week period. No later than 14 days after beginning work, each employee's investigative package must be submitted to the USPTO's Office of Security. Following review and acceptance of this package, Security will contact the employee and make an appointment for fingerprinting. Following completion of fingerprinting, a USPTO picture badge will be given to the employee.

When on-site at the USPTO, all contractor employees under this contract are required to display the badge provided by the USPTO, which identifies them as Contractor employee. The contractor at the beginning of the contract or when a new employee is hired will be required to submit to the COTR a list of all of the employees under this contract so as to assure that proper badges can be prepared.

Upon termination of an employee, the USPTO identification badge must be returned to the COTR on the employee's last day at the USPTO.

## **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

**SPECIAL NOTE:** Contract No. DOC50PAPT0601008 has a security level and risk designation level of LOW. This particular special note pertains to inserted contract clauses CAR 1352.239-73 and CAR 1352.239-74. Both clauses are stated in full text below.

## **CAR 1352.239-73 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (OCTOBER 2003) (Modified)**

(a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to USPTO's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause, the term "Sensitive" is defined by the guidance set forth in:

(1) The DOC IT Security Program Policy and Minimum Implementation Standards  
<http://www.osec.doc.gov/cio/ITSIT/DOC-IT-Security-Program-Policy.htm>;

(2) The Office of Management and Budget (OMB) Circular A-130, Appendix III, Security of Federal Automated Information Resources



([http://csrc.nist.gov/policies/appendix\\_iii.pdf](http://csrc.nist.gov/policies/appendix_iii.pdf)), which states that there is a “presumption that all [general support systems] contain some sensitive information.”; and

(3) The Computer Security Act of 1987 (P.L. 100-235)

(<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information “...any information the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 of title 5, United States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

For purposes of this clause, the term “Classified” is defined by the guidance set forth in:

(1) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4 (<http://csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.pdf>).

(2) The DOC Security Manual, Chapter 18

([http://www.easc.noaa.gov/Security/webfile/erso.doc.gov/5\\_2003%20Security%20Manual/DOC%20Manual%20of%20Security%20Policies%20and%20Procedures.htm](http://www.easc.noaa.gov/Security/webfile/erso.doc.gov/5_2003%20Security%20Manual/DOC%20Manual%20of%20Security%20Policies%20and%20Procedures.htm)).

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

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of USPTO IT resources for all of the contractor's systems that are interconnected with a USPTO network or USPTO systems that are operated by the Contractor.

(b) All Contractor personnel performing under this contract and Contractor equipment used to process or store USPTO data, or to connect to USPTO networks, must comply with the requirements contained in the USPTO IT Security Handbook.

(c) For all Contractor-owned systems for which performance of the contract requires interconnection with a USPTO network or that USPTO data be stored or processed on them, the Contractor shall:

(1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Federal Information

Security Management Act of 2002, Pub. L. No. 107-347 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51,2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and USPTO policies and procedures that include, but are not limited to:

- (a) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources ([http://csrc.nist.gov/policies/appendix\\_iii.pdf](http://csrc.nist.gov/policies/appendix_iii.pdf));
- (b) National Institute of Standards and Technology Special Publication 800-18, Guide for Developing Security Plans for Information Technology Systems (<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>); and
- (c) DOC Procedures and Guidelines in the Information Technology Management Handbook (<http://nsi.org/Library/Govt/docinfo.txt>).
- (d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and

(2) Upon award, the contractor shall register with the USPTO Certification and Accreditation Group (CACG), with copy to the Contracting Officer, to initiate the certification and accreditation process described in paragraph 3 below.

(3) Within 14 days after receipt of direction from the CACG, the contractor shall submit for USPTO approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in USPTO Certification and Accreditation Technical Standard and Guideline. The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the offeror's proposal or sealed bid that resulting in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the USPTO Security Officer, shall be incorporated as part of the contract. USPTO will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process USPTO data or connect to USPTO networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined above may result in termination of the contract.

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

**CAR 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR  
CONTACTOR/SUBCONTRACTOR PERSONNEL FOR ACCESSING USPTO  
AUTOMATED INFORMATION SYSTEMS (OCTOBER 2003)**

(a) Contractor personnel requiring any access to AIS's operated by the Contractor for USPTO or interconnected to a USPTO network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual

1337.70, Security Processing Requirements for Service Contracts. USPTO shall provide screening using standard personnel screening forms, which the Contractor shall submit to the USPTO Contracting Officer's Technical Representative (COTR) based on the following guidance:

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

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

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

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

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

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

(b) Within 5 days of contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in USPTO IT Security policies, procedures, computer ethics, and

best practices, in accordance with the USPTO Training Policy. The COTR will inform the Contractor of any other available USPTO training resources.

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

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

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

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

## **SECTION 508 COMPLIANCE**

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

The prospective contractor shall be required to present an aggressive plan in order to satisfy the federally mandated Section 508 requirements. **Pricing for the base year must include any software / system upgrade necessary to make the software / system Section 508 compliant, without any additional cost to the Government.**

## **TECHNOLOGY INFUSION AND ENHANCEMENTS OF OBSOLETE OR OUT-OF-PRODUCTION ITEMS**

USPTO's requirements will be spread over several years. USPTO may solicit, and the Offeror is encouraged to propose, engineering changes to the equipment and software specifications or other requirements of the contract. These changes may be proposed to save money, improve performance, save energy, replace End-of-Life (EOL) items, or satisfy increased workload demands at the USPTO. The price for the proposed revised requirements shall not exceed the price of the current contract requirements by more than 25%, and in no event shall the prices for a particular upgraded item be in excess of the GSA schedule price or the price charged to the Contractors' most favored commercial customer, whichever is less. Consideration will be given to any special warranty terms and delivery, management and support requirements.

Such requests shall be made in writing to the Contracting Officer and the following conditions apply: The additional/substituted item(s) shall be fully compatible with item(s) in the CLIN as appropriate:

- 1) The additional/substituted item(s) shall meet or exceed all specifications applicable to the original item(s);
- 2) The additional/substituted item(s) shall meet all of the marketability requirements of the specification to ensure field-proven, Commercial of the shelf (COTS) configurations;
- 3) The additional/substituted item(s) shall be submitted to USPTO for an Operational Capabilities Demonstration (OCD) and approval prior to delivery when required.
- 4) An agreement formalizing the acceptance of the additional/substituted items between the Contracting Officer and the Contractor shall be reached and the change shall be effected by a written, bilateral modification to the contract.
- 5) The Contractor shall provide full documentation on these additions/substitutions.
- 6) When an addition/substitution is agreed upon, all terms and conditions of the contract, unless changed by contract modification, shall apply as if the originally specified CLIN were being delivered.
- 7) In the event that there is an outstanding order, and an addition/substitution has been agreed upon, the USPTO reserves the right to include/exclude the additional/substituted items for that outstanding order.

The fact that the contractor requests a replacement shall not extend the required delivery dates of any items. Upon approval and acceptance of a replacement, the USPTO and contractor may mutually agree to a reasonable extension of the required delivery dates. In the event that a required item meets its End-of- Life (EOL), the contractor and the USPTO will mutually resolve any delivery conflicts.

**CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)**

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 web address: <http://farsite.hill.af.mil> and <http://www.acqnet.gov/far/loadmainre.html>

(End of Clause)

**OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (MAR 2005) (FAR 52.212-3)**

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JAN 2006) (FAR 52.212-5)**

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

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

*[Contracting Officer shall check as appropriate.]*

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

☒ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

☒ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

☒ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

☒ (18) 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).

☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

☒ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☒ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).

☒ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).

☒ (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

☒ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this

contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, et seq.).

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

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

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

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(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).

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

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

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

(End of Clause)

**CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS (FEB 2002)(FAR 52.212-4) (Deviation)**

(a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.



(g) **Patent indemnity.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(h) **Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred, which reasonably could have been avoided.

(i) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. In the event, it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(j) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(k) **Limitation of liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(l) **Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(m) **Compliance with laws unique to Government contracts.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain

Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(n) **Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the

Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

**52.217-9 Option to Extend the Term of the Contract.**

Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days prior to the expiration of the preceding 12 months of performance. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

TYPE OF CONTRACT, FAR 52.216-1 (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract.

(End of Clause)

## **ATTACHMENT 1 – INTEGRATED COLLABORATION SYSTEM TECHNICAL REQUIREMENTS**

### **GENERAL DESCRIPTION**

#### **Overview**

This attachment contains the requirements matrix for the Integrated Collaboration System (ICS) of the Patents Hoteling Program (PHP). As a component of the overall Patents Hoteling program, the purpose of the ICS is to enable real-time voice, video, and desktop viewing and sharing between participants, within the context of a virtual meeting. It is expected that this capability will be deployed to both on-campus employees and remote-access employees.

An integral part of this collaboration effort is the ability for participants to communicate with one another over a reliable telecommunications system. The USPTO, as part of its new Headquarters Campus, invested in an in-house telephone system that has voice mail, conference bridging and other telecommunications capabilities. Interoperability of the Collaboration Tool/Product with the HQ telephone system, and its associated applications, is essential for seamless collaboration between all USPTO employees regardless of location.

#### **Product Perspective**

The solution, to be provided by the Nortel MCS 5100, is access to a Collaboration Tool/Product by USPTO personnel, whether remote or on-campus. Employees shall be able to join virtual meetings including on-line collaboration sessions. In addition to USPTO offices, access to the collaboration tool from the following locations is required

On Campus Hotel Office – employees located on-site on the PTO Campus via a high-speed connection.

Home Office – telecommuting from a user's home via a high-speed connection.

#### **Product Functions**

The Collaboration Tool/Product will operate over the USPTO's PTOnet or VPN, providing service to USPTO employees, regardless of location. The Collaboration Requirements Specification focus on the specific product features needed to enable Collaboration.

#### **General Constraints**

The Collaboration Tool/Product is to adhere to the Policy and Regulatory requirements identified in the master Patents Hoteling BEP and Requirements Specification.

#### **Technical Requirements**

This section contains the requirements matrix for the ICS and Collaboration Tool/Product.

#### **Functional**

# Requirements for Presence-Awareness

## Organizing Contacts

Organizing Contacts		
3.2.1.1.1	The system shall allow the user to lookup a name from the system's global directory.	
3.2.1.1.2	The list of names from the system's global directory shall be sorted by name.	
3.2.1.1.3	The system shall provide a way to search for a name in the global directory.	
User-defined Contact List (UCL)		
3.2.1.1.4	The system shall enable a user to create a User-defined Contact List (UCL).	
3.2.1.1.5	The system shall display a user's list of frequent contacts (i.e., UCL).	
3.2.1.1.6	The system shall allow the user to group contacts within the UCL.	
3.2.1.1.7	The system shall allow the user to add a name to the UCL, from the global directory.	
3.2.1.1.8	The system shall allow the user to delete a name from the UCL.	
3.2.1.1.9	The system shall provide a way to search for a name in the UCL.	
3.2.1.1.10	The system shall provide "presence awareness" showing an individual's presence, after that individual has been placed in a UCL.	Presence awareness means presenting the online, offline, or other status of an individual, to include whether or not that individual is on the telephone.

3.2.1.2.1	The system shall provide the capability to designate a moderator.	
3.2.1.2.2	The system shall allow the moderator to invite a person to a meeting, either from the global directory or UCL.	
3.2.1.2.3	The system shall alert the moderator whenever an invitee has joined the meeting.	
3.2.1.2.4	The system shall allow the moderator to include additional meeting invitees, from within a meeting already underway.	
3.2.1.2.5	The system shall allow the moderator to control a meeting through: transferring control, regaining control, calling-upon invitees for input, polling invitees for feedback	
3.2.1.2.6	The system shall allow the moderator to create polls or quizzes presented to participants with true/false or yes/no choices, or questions with multiple-choice selections.	
3.2.1.2.7	The system shall allow the results of polls or quizzes to be tallied, with results displayable to all participants.	
3.2.1.2.8	The systems shall support a participant controlled "state" flag graphically represented to the moderator.	This is essentially a color-coded "mood indicator" for such things as: I have a question.
3.2.1.2.9	The system shall display for the moderator a list of invitees participating in a meeting.	
3.2.1.2.10	The system shall provide for ad-hoc and instant interaction between the moderator and the invitees.	
3.2.1.2.11	The systems shall provide live text messaging to all participants in a meeting. (Group chat room)	
3.2.1.2.12	The system shall alert invitees audibly when invited to meetings.	

3.2.1.2.13	The system shall alert invitees visually when invited to meetings	
3.2.1.2.14	The system shall allow an invitee to include another user to a meeting, which is already underway.	
3.2.1.2.15	The system shall provide selective messaging between participants. (Individual chat)	
3.2.1.2.16	The system shall present a user's image/picture when a meeting is initiated (excluding virtual meetings).	
<b>Audio &amp; Phone System Integration</b>		
3.2.1.3.1	The system shall allow a user to establish an audio conversation.	
3.2.1.3.2	The system shall provide access to USPTO's conference bridge.	
3.2.1.3.3	The system shall allow audio-only participants to join a meeting.	This is the dialing of a phone number so a participant may use their phone to join the audio portion of the meeting. This can be accomplished via the conference-bridge capability of the system.
3.2.1.3.4	The system shall allow the meeting moderator to mute all participants during a virtual meeting.	
3.2.1.3.5	The system shall provide a user the means to adjust the volume of a phone call	
3.2.1.3.6	The system shall provide a user the means to mute the volume of a phone call.	
3.2.1.3.7	The system shall allow a user to configure and change audio settings (preferences)	
3.2.1.3.8	The system shall provide a phone keypad	
3.2.1.3.9	The system shall provide the capability to place phone calls.	
3.2.1.3.9.1	The system shall provide the user with the capability to place a local phone call to a Public Switch Telephone Network (PSTN).	
3.2.1.3.9.2	The system shall provide the user the ability to place a long-distance call to a PSTN.	

3.2.1.3.9.3	The system shall provide the user the ability to place an international call to a PSTN.	
3.2.1.3.10	The system shall provide a user the means to answer an incoming phone call.	
3.2.1.3.11	The system shall provide the capability to forward a call.	
3.2.1.3.12	The system shall provide a means to initiate call transfers.	
3.2.1.3.13	The system shall provide a user the means to place a caller on hold.	
3.2.1.3.14	The system shall provide a user the means to initiate three-way conferencing.	
3.2.1.3.15	The system shall provide a user the means to terminate a phone call.	
3.2.1.3.16	The system shall provide a means to access the USPTO's corporate phone directory.	
3.2.1.3.17	The system shall provide "caller-ID" information for phone calls.	
3.2.1.3.18	The system shall permit a user to identify "call routing" preferences.	
3.2.1.3.19	The system shall provide the capability to enable a user to receive phone calls directed to their office phone from the remote location.	
3.2.1.3.20	The system shall allow telephone calls to be answered via a handset located at HQs or a headset located at remote location.	
3.2.1.3.21	The system shall provide full voicemail integration.	
3.2.1.3.22	The system shall provide a means to indicate the existence of voicemail messages.	
3.2.1.3.23	The system shall provide a means to access voicemail.	
3.2.1.3.24	The system shall provide a means to forward voicemail messages.	



Video		
3.2.1.4.1	The system shall allow a user to establish a video conversation.	
3.2.1.4.2	The system shall provide multi-point video conferencing to allow a group of up to 5 participants to interact visually.	
3.2.1.4.3	The system shall provide the capability to enable a user to activate video upon answering a phone call.	
3.2.1.4.4	The system shall allow the user to set the video resolution. (Preferences)	Generally speaking, the ability to choose at least High, Medium, and Low video quality is required.
3.2.1.4.5	The system shall allow the end user to specify a connection speed such as LAN or Broadband.	
3.2.1.4.6	The system shall adapt the content quality to the speed of the connection between server and client.	
Application Sharing - Control and Privileges		
3.2.1.5.1	The system shall allow the moderator to share control of their entire Windows XP desktop.	
3.2.1.5.2	The system shall allow the moderator to share control of a specific application within their desktop	(To include COTS and USPTO-developed applications). Examples of Windows applications would be EDAN, PALMS, and others.
3.2.1.5.3	The system shall allow the moderator to grant control of the whole shared desktop, or a selected application within that desktop, to a participant.	
3.2.1.5.4	The system shall allow the moderator the ability to regain control of the desktop.	
3.2.1.5.5	The system shall support the regaining of control by the original moderator.	
3.2.1.5.6	The system shall allow participants to share control of their entire desktop, with the moderator.	
3.2.1.5.7	The system shall allow participants to share control of a specific application within their desktop, with the moderator	(To include COTS and USPTO-developed applications). Examples of Windows applications would be EDAN, PALMS, and others.
3.2.1.5.8	The system shall include "transparency" tools for document markup.	This is annotation of documents with the drawing of lines, circles, squares, addition of text overlays, and the "wiping" of a yellow highlighter over sections of the document.

Whiteboard		
3.2.1.6.1	The system shall support a Whiteboard for illustration and text, visible to all participants.	
3.2.1.6.2	The Whiteboard shall allow the clearing of all annotations.	
3.2.1.6.3	The Whiteboard shall allow the clearing of selected annotations.	
File Transfer		
3.2.1.7.1	The systems shall support file transfer between two participants.	
3.2.1.7.2	The system shall support broadcast file transfer to all participants.	
3.2.1.7.3	The system shall support file transfer to selected participants.	

## NON-FUNCTIONAL

Scalability		
3.2.2.1.1	The system shall support 5,000 users logged-on simultaneously	Contractor certification is sufficient.
3.2.2.1.2	The system shall support 5,000 concurrent instant messages	Contractor certification is sufficient.
3.2.2.1.3	The system shall support 500 concurrent text, audio, video sessions with 5 or less participants per sessions.	Contractor certification is sufficient.
3.2.2.1.4	The system shall support 10 participants in a virtual meeting.	This requirement is exclusive of video; group chat, audio, and application sharing/publishing only.

Interoperability		
3.2.2.2.1	The system shall support Application Programming Interfaces.	Contractor certification is sufficient.
3.2.2.2.2	The system shall support third-party plug-in interfaces.	Camera and audio headsets.
3.2.2.2.3	The system client shall operate under Windows XP.	
3.2.2.2.4	The system shall allow a user to share Microsoft office applications with meeting invitees.	
3.2.2.2.5	The system shall successfully perform all functions while operating over PTONet.	
3.2.2.2.6	The system shall successfully perform all functions while operating over USPTO's VPN (virtual private network).	

3.2.2.2.7	The system shall be fully integrated with the current USPTO telephone system.	The phone system is expected to fully integrate with the current USPTO Private Branch Exchange (PBX) telephone network switch, to include voicemail.
3.2.2.2.8	The system shall include Internet based access through the USPTO Intranet.	
3.2.2.2.9	The system shall support import of user data from existing USPTO systems.	Examples would be: Campus security system (physical security) and OTM system.
3.2.2.2.10	The system shall provide a global directory of users pulled from the USPTO's Active Directory.	

#### System Administration

3.2.2.3.1	The system shall allow the activation of users from the system.	
3.2.2.3.2	The system shall allow the deactivation of users from the system.	
3.2.2.3.3	The system shall use passwords and user IDs to determine login authentication for Meetings.	
3.2.2.3.4	The system shall use passwords and user IDs to determine login authentication to administrative applications.	
3.2.2.3.5	The system shall permit Users to change their passwords	
3.2.2.3.6	The system shall permit Users to update their user profile	
3.2.2.3.7	The system shall include a unique meeting ID and password in meeting invitations.	
3.2.2.3.8	The system shall allow the storage of images/pictures associated with users identified in the system's global directory	
3.2.2.3.9	The system shall allow restrictions related to long-distance and international calling capability for a user.	

#### Performance

3.2.2.4.1	The system shall be responsive to a user event within 4 seconds.	
3.2.2.4.2	The system shall be available at all times except for planned outages.	

**END OF ATTACHMENT 1**

## ATTACHMENT 2 — INTEGRATED COLLABORATION SYSTEM OPERATIONS AND MAINTENANCE REQUIREMENTS

### Requirements Overview

These requirements are aimed at the day-to-day operations and maintenance of the Integrated Collaboration System (ICS). Contractors must propose a comprehensive service solution for the management, operation and maintenance of the proposed ICS. Maintenance is defined as preventive and normal maintenance, and upgrades of the system's components, such as hardware, software, applications, and peripherals, as recommended by the manufacturer.

Contractors must fully address the following scope of requirements in their proposed service solution. The purpose of the service solution is to meet or exceed the USPTO's service metrics, which are listed below.

**Table 1 - USPTO'S Service Metrics**

System/Service Type	Quantity	SLA	Performance Measure
Core System			99.999% up time*
Media Application Servers			99.999% up time*
Trouble Ticket (affecting single user)	Response to User	2 Hours	95% completion rate
Trouble Ticket (affecting single user)	Time to Repair	4 Hours	95% completion rate

\* as measured on a monthly basis

### Operational and Maintenance Activity Requirements Configuration Administration And Preventive Maintenance

- ICS and all associated databases to be synchronized and be 95% or better complete and accurate when assessed through periodic random checks by the USPTO.
- ICS and all associated databases to be backed up nightly, and weekly backups to be archived off-site 99% of the time
- Annual restore test of all databases to be conducted 99% of the time.
- Quarterly disk maintenance to be conducted 99% of the time

### **ICS Preventive And Performance Maintenance**

- Preventive maintenance to be conducted according to manufacturer and USPTO approved procedures and methods 99% of the time
- Preventive maintenance parameters to be recorded in logs 99% of the time
- Preventive maintenance exceptions and anomalies to be reported to USPTO management 99% of the time
- Inventory of licenses to be conducted quarterly 99% of the time
- System utilization studies (traffic reports or equivalent) to be conducted quarterly

### **ICS And Related System Alarms And Emergency Maintenance**

- ICS to be monitored 7/24, 99.9% of the time
- Alarms to be responded to and severity assessed within 15 minutes, 95% of the time
- Major alarms to be resolved and service restored within 15 minutes 90% of the time, and within 2 hours 99.99 % of the time.
- List of major/minor alarm situations reviewed and reconfirmed monthly with USPTO and updated by contractor 99% of the time. (Major alarms defined to include specific stations and/or residences, specific departments and levels of outages.)
- Response and resolution procedures and notification lists reviewed and reconfirmed with the USPTO quarterly and updated by contractor 99% of the time.
- Major alarm and/or emergency service post-mortem root cause report submitted to USPTO within 2 days of resolution, 95% of the time

### **O&M Spare Parts/Inventory**

The contractor shall provide a detailed plan for spare parts and inventory for maintenance and operations. This plan shall include the following information:

- Standard resolution processes for different types of alarms and problems
- Time intervals for escalation
- Escalation paths for different types of issues or alarms
- Resolution/progress update contact schedule for the USPTO & internal contractor personnel
- Provide a list of on-site spare parts that you shall furnish
- Describe notification and resolution process for after hours service calls to a standby technician for all components of the proposed solution.
- Where is the next closest inventory of spare parts outside of Washington DC?
- Explain your remote maintenance capabilities.
  1. Alarm
  2. Diagnostic
- Discuss remote maintenance included with quoted system(s).
- Discuss scheduled maintenance polling

### **Hours Of Operational And Maintenance Service:**

The USPTO expects that the Contractor shall schedule regular maintenance and preventive activities in off peak hours between 10 pm and 5 am. The Contractor shall schedule its shift and staff to cover these activities under normal, not overtime, rates when possible.

The Required hours of full service and stand-by emergency service are as follows:

- Full service 7:00 a.m. to 6:30 p.m., Monday to Friday, except USPTO holidays. Please note that the USPTO considers these essential services in the event of an emergency. (*Refer to Table C-1 for SLA*)
- Stand-by emergency after hour support: 6:30 p.m. to 7:00 a.m., Monday to Friday, and all day/night weekends and USPTO holidays. The maximum response time shall be 1 hour, and the maximum time to repair shall be 4 hours.

### **Problem Management**

Contractors must describe their proposed approach and staffing for the provision of Problem Management Services, second level Help Desk and dispatch for trouble calls, and third level engineering support. (First level Help Desk support, including call recording and first level user support/trouble shooting is provided through another Contractor and is not part of this requirement). The USPTO OCIO Help Desk will take initial calls and assign and dispatch tickets created in the USPTO Remedy System. These tickets will have at a minimum the following information:

- Users Name  
Telephone Number
- Location Building/Room
- Description of the Problem

Problem Management includes the following:

- Manage and provide second and third level support
- Maintain the problem management procedures manual to be followed by contractor's staff
- Train replacement staff in the problem management tools and procedures
- Ensure contractor's staff follow the problem management procedures and that problems are resolved within contracted service levels and that variances are reported to the USPTO
- Ensure that cross-service trouble tickets are followed up and escalated as appropriate
- Ensure that Remedy tickets, opened by the USPTO Help Desk, are updated and closed
- Provide management reporting of trouble ticket statistics, daily, weekly, and monthly
- Provide trouble analysis and recommendation reporting

## **Provisioning of Tools**

Contractors must propose to provide their technicians with any and all specialized tools required to carry out their work, including any test equipment, not specifically identified by the USPTO as being provided by the USPTO.

## **Managed Operation And Maintenance Staffing Requirement**

Contractors must propose and submit qualifications (skills and experiences) for their proposed on-site team to manage, operate and maintain the USPTO's ICS and related equipment. The USPTO requires qualified technical personnel perform these services. Contractors shall assess and propose the staffing levels necessary to meet the SOO service levels. Contractors must certify in their response proposal that their staff is trained and contractor certified on all system components.

## **Requirements for Replacement Staff:**

- Contractors must propose fully staffed service coverage throughout the proposed period of service.
- Contractors must supply fully trained replacement personnel for contractor staff absent due to vacations, sickness or due to staff turnover.
- Contractors must present to the USPTO, and the USPTO may accept, proposed replacement personnel in advance of their use as replacements.
- Costs of finding, training and obtaining USPTO's acceptance of proposed replacement staff shall not be charged to the USPTO.
- Initial training of Contractor staff in the USPTO processes, procedures and tools must be scheduled and completed by the Contractor.
- Training of Contractor staff related to non-service affecting changes and equipment upgrades may be scheduled during normal service hours.
- Contractor is responsible for training its replacement staff at its expense and for maintaining a roster of qualified and trained replacement staff available to fill in for absences of regularly assigned staff.
- Proposals must address the approach that shall be used by the Contractor to ensure the timely availability of trained replacement staff.

**END OF ATTACHMENT 2**