

### UNITED STATES PATENT AND TRADEMARK OFFICE

## OFFICE OF THE CHIEF FINANCIAL OFFICER OFFICE OF PROCUREMENT

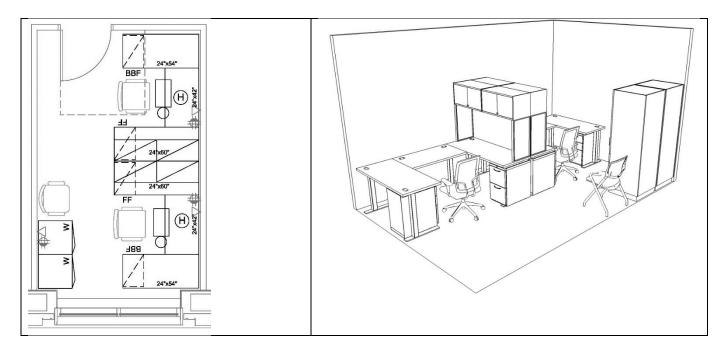
### Statement of Work

### 1.0 Specifications

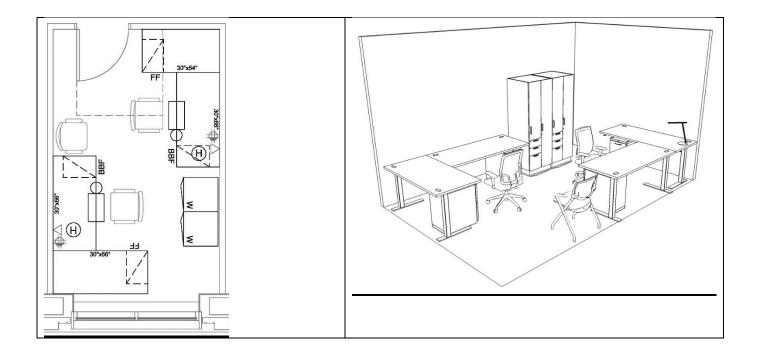
- 1.1 Shared Offices: The Contractor shall provide freestanding furniture elements in transitional style to match dimensions illustrated in Sections 1.2.1 and 1.2.2. The following specifications apply to furniture in shared offices:
  - 1.1.1 Provide one grommet in each work surface and cable tray under the height-adjustable surface. Provide C-leg support where work surfaces meet each other to maximize leg room. Provide two lockable mobile pedestals per station: one box/box/file pedestal with pencil tray insert and one file/file pedestal.
  - 1.1.2 The Contractor shall provide finishes of which the following shall apply: work surfaces shall be wood, specific finish to be selected, or laminate as an alternative; pedestals, lateral files and support framework shall be metal.
  - 1.1.3 The Contractor shall provide hardware pulls which shall be selected from the contractor's standard line.
  - 1.1.4 The Contractor shall provide fabric which shall be selected from contractor's standard line, in a medium grade.
  - 1.1.5 The Contractor shall provide height-adjustable work surfaces denoted with an "H" in a circle on plans. One work surface (for each person) shall be adjustable electronically to allow for sitting or standing options.
  - 1.1.6 The Contractor shall provide low-height rubber anti-fatigue mat for standing comfort that measures 36"w x 24"d below height-adjustable work surfaces. Mat height should not preclude ability to roll a task chair over it.
  - 1.1.7 The Contractor shall provide hutches with lockable swinging doors.)
  - 1.1.8 The Contractor shall provide adjustable keyboard trays with the capability for mousing surface to be moved to either side at any time. Tray must have 15-degree negative tilt capability.
  - 1.1.9 The Contractor shall provide lockable storage which shall have ability to be keyed alike for each individual, with the exception of shared lateral file.

- 1.1.10 The Contractor shall provide a partial-height modesty panel for the 54"w work surfaces in Option 2 only.
- 1.1.11 The Contractor shall provide two separate monitor arms per workstation that clamp onto the edge of work surface (even if a modesty panel is in place) and provide adequate support for 22"w X 14.5"h or 26" diagonal monitors with capability to swivel monitors vertically and horizontally.
- 1.1.12 The Contractor shall provide side chairs with a fabric seat.
- 1.1.13 The Contractor shall provide one LED desk lamp for each workstation. The lamp shall have two settings high and low with a warm-white light.
- 1.1.14 The Contractor shall provide wardrobes denoted with a "W" on plans. Wardrobes shall measure 24"w X 24"d; approximate height of 66"; have a 9"w full-height door with a coat bar. The remaining section shall have a 15"w X 30"h file/file pedestal for the base and a 15"w bookcase above with two shelves and a locking door.
- 1.2 Note regarding plans: Plans represent one office type; other offices may have columns in different placement or not have windows.

### 1.2.1 Shared Office – Option 1



### 1.2.2 Shared Office – Option 2

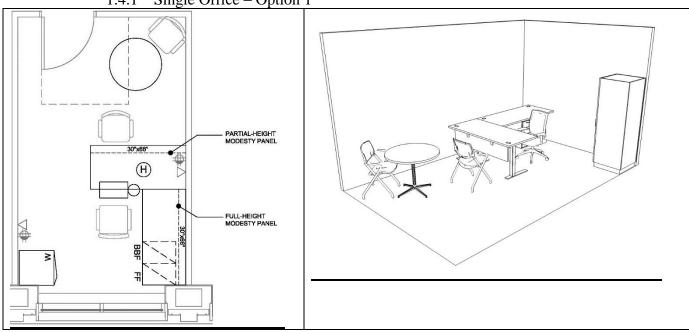


- 1.3 Single Offices: The Contractor shall provide freestanding furniture elements in transitional style to match dimensions illustrated in sections 1.4.1 and 1.4.2. The following specifications apply to furniture in single offices:
  - 1.3.1 The Contractor shall provide one grommet in each work surface and cable tray under the height-adjustable work surface. C-leg support where work surfaces meet each other to maximize leg room are required. The Contractor shall also provide two lockable mobile pedestals per station: one box/box/file pedestal with pencil tray insert and one file/file pedestal.
  - 1.3.2 The Contractor shall provide finishes of which the following shall apply: work surfaces shall be wood, specific finish to be selected, or laminate as an alternative; pedestals, lateral files and support framework shall be metal.
  - 1.3.3 The Contractor shall provide hardware pulls which shall be selected from the contractor's standard line.
  - 1.3.4 The Contractor shall provide fabric which shall be selected from contractor's standard line, in medium grade.
  - 1.3.5 The Contractor shall provide 36' diameter conference table with a drop-leaf that can be moved to the side of the desk to create a p-top work surface (options 1 & 2 only). The conference table can have height-adjustable feature (hand-crank), but it is not required. The finish shall match freestanding furniture surface.

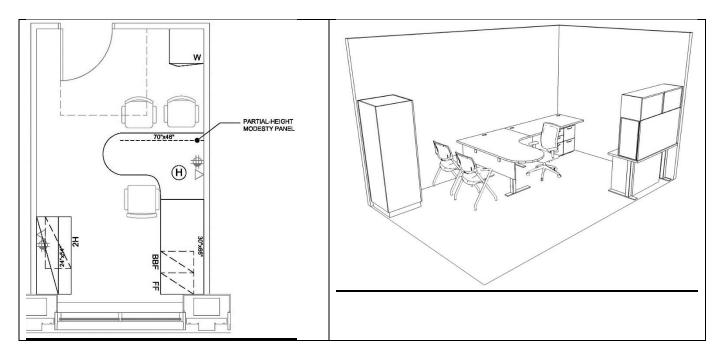
- 1.3.6 The Contractor shall provide height-adjustable work surfaces denoted with an "H" in a circle on plans. One work surface shall be adjustable electronically to allow for sitting or standing options.
  - 1.3.6.1 In Options 1 and 2, this work surface shall have at least a partial height modesty panel mounted to it (in a matching finish), one grommet and a mounted cable tray behind the modesty panel.
- 1.3.7 The Contractor shall provide low-height rubber anti-fatigue mat for standing comfort that measures 36"w x 24"d below height-adjustable work surfaces. Mat height should not preclude ability to roll a task chair over it.
- 1.3.8 The Contractor shall provide hutches with lockable swinging doors (Option 2 only).
- 1.3.9 The Contractor shall provide adjustable keyboard trays with the capability for mousing surface to be moved to either side at any time. Tray must have 15-degree negative tilt capability.
- 1.3.10 The Contractor shall provide lockable storage which shall have ability to be keyed alike for each individual.
- 1.3.11 The Contractor shall have the capability for providing both a partial-height and full-height modesty panel for the 30"x66" work surface. It is envisioned that the height-adjustable work surface will not bear the weight of a full-height modesty panel, but that a fixed work surface (non-height-adjustable) will support the weight. It is the USPTO's goal to allow employees to relocate furniture elements so that they may have a full-height or partial-height modesty panel on the work surface that faces the door. In Option 2, the P-top work surface must have a partial-height modesty panel. All modesty panels, in both options, must be in a finish matching the work surface.
- 1.3.12 The Contractor shall provide two separate monitor arms that clamp onto the edge of work surface (even if a modesty panel is in place) and provide adequate support for 22"w X 14.5"h or 26" diagonal monitors with capability to swivel monitors vertically and horizontally.
- 1.3.13 The Contractor shall provide side chairs with a fabric seat.
- 1.3.14 The Contractor shall provide one LED desk lamp for each workstation. The lamp shall have two settings high and low with a warm-white light.
- 1.3.15 The Contractor shall provide wardrobes denoted with a "W" on plans. Wardrobes shall measure 24"w X 24"d; approximate height of 66"; have a 9"w full-height door with a coat bar. The remaining section shall have a 15"w X 30"h

- box/box pedestal for the base and a 15"w bookcase above with two shelves and a locking door.
- 1.3.16 The Contractor shall provide a 2 drawer lateral file, lockable, in finishes that match the pedestal files (Option 2 only).
- 1.4 Note regarding plans: Plans represent one office type; other offices may have columns in different placement or not have windows.

1.4.1 Single Office – Option 1



## 1.4.2 Single Office – Option 2

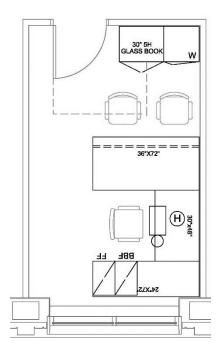


- 1.5 Judge's Office: The Contractor shall provide freestanding furniture elements in transitional style to match dimensions illustrated in section 1.6. The following specifications apply to furniture in the Judge's offices.
  - 1.5.1 The Contractor shall provide one grommet in each work surface and cable tray under height-adjustable surface. The Contractor shall indicate support mechanisms for work surfaces to maximize legroom but shall resemble casegoods-style furniture.

- 1.5.2 The Contractor shall provide two lockable pedestals per office: one box/box/file pedestal with pencil tray insert and one file/file pedestal.
- 1.5.3 The Contractor shall provide samples of wood finishes for the work surfaces and storage elements.
- 1.5.4 The Contractor shall provide hardware pulls which shall be selected from the contractor's standard line.
- 1.5.5 The Contractor shall provide fabric which shall be selected from contractor's standard line, in a medium grade.
- 1.5.6 The Contractor shall provide 36"w bookcases which the following specifications apply: five shelves, glass-front doors with locking capability.
- 1.5.7 Contractor shall provide height-adjustable work surfaces denoted with an "H" in a circle on plans. One work surface shall be adjustable electronically to allow for sitting or standing options. The work surface shall have one grommet and a mounted cable tray.
- 1.5.8 The Contractor shall provide low-height rubber anti-fatigue mats for standing comfort that measures 36"w X 30"d below height-adjustable work surfaces. Mat height should not preclude ability to a roll task chair over it.
- 1.5.9 The Contractor shall provide adjustable keyboard trays with the capability for mousing surface to be moved to either side at any time. Tray must have 15-degree negative tilt capability.
- 1.5.10 The Contractor shall provide lockable storage which shall have ability to be keyed alike for each individual.
- 1.5.11 The Contractor shall provide a full-height modesty panel in a wood finish matching the work surface.
- 1.5.12 The Contractor shall provide two separate monitor arms that clamp onto the edge of work surface (even if a modesty panel is in place) and provide adequate support for 22"w X 14.5"h or 26" diagonal monitors with capability to swivel monitors vertically and horizontally.
- 1.5.13 The Contractor shall provide side chairs with a fabric seat with wood arms and legs.
- 1.5.14 The Contractor shall provide one LED desk lamp for each workstation. The lamp shall have two settings high and low with a warm-white light.
- 1.5.15 The Contractor shall provide wardrobes denoted with a "W" on plans. Wardrobes shall measure 24"w X 24"d; approximate height of 66"; have a 9"w full-height door with a

coat bar. The remaining section shall have a 15"w X 30"h box/box pedestal for the base and a 15"w bookcase above with two shelves and a locking door. The unit shall be wood.

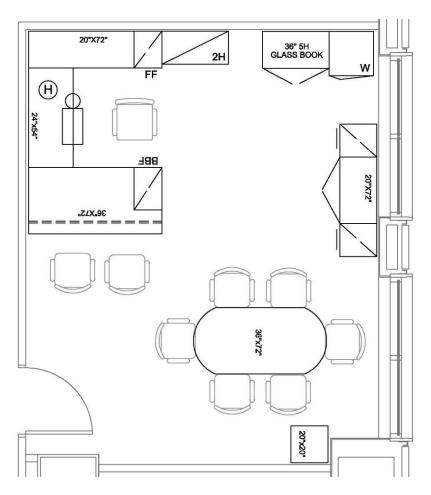
1.6 Note regarding plan: The plan represents one office type; other offices may have columns in different placement or not have windows.



- 1.7 SES Office: The Contractor shall provide freestanding furniture elements in transitional style to match dimensions illustrated in section 1.8. Furniture shall be suitable for executive leadership. The following specifications apply to furniture in SES offices.
  - 1.7.1 The Contractor shall provide one grommet in each work surface and cable tray under height-adjustable surface. The Contractor shall indicate support mechanisms for work surfaces to maximize legroom but resemble casegoods-style furniture.
  - 1.7.2 The Contractor shall provide two lockable pedestals per office: one box/box/file pedestal with pencil tray insert and one file/file pedestal.
  - 1.7.3 The Contractor shall provide samples of finishes and provide the selected finish for the work surfaces.
  - 1.7.4 The Contractor shall provide hardware pulls which shall be selected from the contractor's standard line.
  - 1.7.5 The Contractor shall provide fabric which shall be selected from contractor's standard line, in high grade.

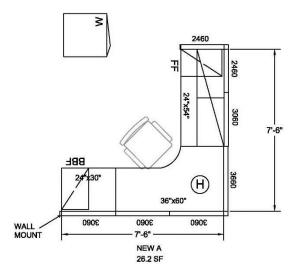
- 1.7.6 The Contractor shall provide 36"w bookcases with the following specifications: five shelves, glass-front doors with locking capability. A locking drawer is permitted at the base.
- 1.7.7 The Contractor shall provide a wardrobe denoted with a "W" on plans. Wardrobes shall measure at least 24"w X 24"d; approximate height of 66". The wardrobe shall contain a shelf and rod and a locking door. The unit shall be wood.
- 1.7.8 The Contractor shall provide a 36" X 72" racetrack conference table with a grommet in the center.
- 1.7.9 The Contractor shall provide a wood credenza with locking storage with a shelf in the center and doors, along with file/file drawers on the side.
- 1.7.10 The Contractor shall provide height-adjustable work surfaces denoted with an "H" in a circle on plans. One work surface shall be adjustable electronically to allow for sitting or standing options.
- 1.7.11 The Contractor shall provide low-height rubber anti-fatigue mats for standing comfort that measures 36"w X 24"d below height-adjustable work surfaces. Mat height should not preclude ability to a roll task chair over it.
- 1.7.12 The Contractor shall provide adjustable keyboard trays with the capability for mousing surface to be moved to either side at any time. Tray must have 15-degree negative tilt capability.
- 1.7.13 The Contractor shall provide lockable storage which shall have ability to be keyed alike for each individual.
- 1.7.14 The Contractor shall provide a full-height modesty panel in a finish matching work surface.
- 1.7.15 The Contractor shall provide two separate monitor arms that clamp onto the edge of work surface (even if a modesty panel is in place) and provide adequate support for 22"w X 14.5"h or 26" diagonal monitors with capability to swivel monitors vertically and horizontally.
- 1.7.16 The Contractor shall provide side chairs with a fabric seat in high grade with wood arms and legs.
- 1.7.17 The Contractor shall provide one LED desk lamp for each workstation. The lamp shall have two settings high and low with a warm-white light.
- 1.7.18 The Contractor shall provide one 20"x20" table to serve as a phone table.

1.8 Note regarding plan: the plan represents one office type; other offices may have columns or windows in different placement.



- 1.9 Open Workstation: The Contractor shall provide freestanding furniture elements to match dimensions illustrated in section 1.10. The following specifications apply to furniture in open workstations.
  - 1.9.1 The Contractor shall provide one grommet in each work surface with a cable tray under the height-adjustable work surface.
  - 1.9.2 The Contractor shall provide C-leg support where work surfaces meet each other to maximize leg room. The Contractor shall provide two lockable mobile pedestals per station: one box/box/file pedestal with pencil tray insert and one file/file pedestal.
  - 1.9.3 The Contractor shall provide laminate work surfaces with the pedestals, overhead and support framework being metal.

- 1.9.4 The Contractor shall provide hardware pulls which shall be selected from the contractor's standard line.
- 1.9.5 The Contractor shall provide panel fabric which shall be selected from contractor's standard line, in medium grade.
- 1.9.6 The Contractor shall provide height-adjustable work surfaces denoted with an "H" in a circle on plans. One work surface (for each person) shall be adjustable electronically to allow for sitting or standing options.
- 1.9.7 The Contractor shall provide low-height rubber anti-fatigue mats for standing comfort that measures 36"w X 30"d below height-adjustable work surfaces. Mat height should not preclude ability to roll a task chair over it.
- 1.9.8 The Contractor shall provide hutches with lockable swinging doors.
- 1.9.9 The Contractor shall provide adjustable keyboard trays with the capability for mousing surface to be moved to either side at any time. Tray must have 15-degree negative tilt capability.
- 1.9.10 The Contractor shall provide lockable storage which shall have ability to be keyed alike for each individual.
- 1.9.11 The Contractor shall provide two separate monitor arms that clamp onto the edge of work surface (even if a modesty panel is in place) and provide adequate support for 22"w X 14.5"h or 26" diagonal monitors with capability to swivel monitors vertically and horizontally.
- 1.9.12 The Contractor shall provide 66"h acoustical tackable fabric panels around the work station. One wall mount kit shall be provided per station along with one fully finished corner piece. Panels shall be non-electrified. The sole purpose is for privacy and noise control.
- 1.9.13 The Contractor shall provide LED desk lamps for each workstation. The lamps shall have two settings high and low with a warm white light.
- 1.9.14 The Contractor shall provide a wardrobe denoted with a "W" on plans. Wardrobes shall measure 24"w X 24"d; approximate height of 66"; have a 9"w full-height door with a coat bar. The remaining section shall have a 15"w X 30"h box/box pedestal for the base and a 15"w bookcase above with two shelves and a locking door.
- 1.10 Note regarding plan: The plan represents one station layout; areas may have columns or windows in different placement. Panel heights are at 66"h.



- 1.11 Ergonomic Task Chair: The Contractor shall provide task chairs, suitable for the USPTO's professional population (i.e. managerial style, that is designed and constructed according to the best current ergonomic principles and at a minimum meets the below specifications.
  - 1.11.1 The Contractor shall provide height adjustable backrest or height adjustable lumbar support, pneumatic seat height adjustment, integrated synchronized tilting mechanism, height and width adjustable arms, casters suited for a carpeted floor surface, and all seating adjustments shall be able to be made from a seated position.
  - 1.11.2 The Contractor shall provide upholstery or tensile material in black finish.
  - 1.11.3 The Contractor shall provide chairs in a wool or wool blend in a crepe texture on a graded –in schedule.
  - 1.11.4 The Contractor shall provide two (2) chairs per shared office; one (1) chair each per single office, Judge's Office, SES offices and open workstations.
- 1.12 Additional Furniture Requirements: In addition to the significant office furniture buy outlined in Sections 1.1 1.11, the USPTO may order items such as those listed under this Section at indeterminate times and quantities over the contract period. Delivery of these items will be irrespective of the large furniture delivery schedule as agreed upon by USPTO and the Contractor.
  - 1.12.1 The Contractor shall provide pricing for the following upon request by the USPTO. Detailed specifications will be developed at the time of the request:



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- Bookcases of which the following specifications shall apply: depth shall not exceed 14", shall contain four shelves, with finishes matching the selected office furniture: all wood or all laminate.
- Three-, Four- and Fivedrawer lateral file cabinets, lockable, in a painted metal finish.
- Additional pedestal files
- Additional task chairs
- Additional guest chairs
- Swiftspace workstations
- Lounge furniture, seating and tables
- Conference tables, in wood and plastic laminate
- Conference chairs, in fabric and leather options
- Team room tables
- Team room chairs
- Mitylite Tables
- Metal utility shelving
- Mail sorters
- Printer stands
- Utility tables
- Systems furniture
- Podiums
- White boards, wall-mounted
- Tack boards, wall-mounted
- Credenzas
- Cafeteria tables and seating
- Stools
- Mobile whiteboards
- Glass-enclosed lockable tack boards, 48"w x 36"h

- Display cases
- Literature racks
- Double-door storage cabinets
- Carts for chair and table storage
- A/V cabinets in laminate and wood options
- Telephone stands in laminate and wood options
- Office furniture (all options) for approximately 70 offices in San Jose, CA; approximately 90 offices in Dallas, TX; and approximately 100 offices in Detroit, MI
- Landscape Forms outdoor furniture

### 2.0 Project Description

- 2.1 Design Services: The Contractor shall provide all wood and laminate finishes available under their GSA Schedule contract to the USPTO for final selections. The Contractor shall also provide sample chairs and demonstrations for employees upon request.
- 2.2 Furniture Layouts: See Section 1.0 for typical furniture layouts by type. After award the USPTO shall provide the Contractor with full AutoCAD drawings. The Contractor shall then utilize those drawings to provide furniture layouts for shared, single, Judges', SES, and open workstations.
  - 2.2.1 The Contractor shall provide the drawings with furniture layouts to the USPTO Project Manager for review and approval. The USPTO Project Manager shall request changes as necessary.
  - 2.2.2 The Contractor shall provide ePlans in AutoCAD at regular intervals, approximately three months in advance of the commencement of the work phases.
  - 2.2.3 The Contractor shall post finalized floor plans with layouts on the doors of the offices prior to installation on any particular work phase.
- 2.3 Work Phases per Floor: The USPTO anticipates all delivery and installation work to be completed during day, evening, and night time hours. The USPTO shall determine when work will be completed before each work phase.
  - 2.3.1 Daily work hours will be agreed upon by the USPTO and the Contractor.
  - 2.3.2 The Contractor shall complete installations in work phases which are estimated to be approximately 10 offices per phase. The Contractor shall work in two buildings concurrently (20 offices in each work phase), with an allowance for each office taking two days, including delivery of furniture, installation and punch list. The final work phases will be established by the USPTO and the Contractor.
- 2.4 Logistics for Installing Furniture: The notional sequence of work for offices and occupied areas is noted below. The Contractor shall meet with the USPTO, after specifications and finishes have been defined, to develop a detailed work phase schedule for the project.
  - 2.4.1 Three (3) Days before Day 1: The USPTO shall deliver crates/dollies to the employees so that employees can pack or relocate personal items, wall items, hutches, lateral file cabinets, and bookcases. Employees shall

- remove all wall hangings, pictures, plaques, etc. from the walls. Employees shall remove personal items and plants from their offices.
- 2.4.2 Day 1: USPTO contractor shall remove all equipment from office including desktop printer, two (2) monitors, docking station for laptop, phone, speakers etc. Evening USPTO/LCOR's cleaning contractor Unicco utilizes freight elevator. Night USPTO removes all surplus furniture from building via loading dock to truck.
- 2.4.3 Day 2: The Contractor shall deliver furniture for the current day's installation. Furniture shall be delivered in blanket-wrapped condition without requiring trash disposal. The Contractor shall move furniture into offices and commence installation. The Contractor can move items out of the offices for staging, and if so, the Contractor shall protect areas used for staging.
- 2.4.4 Day 3: The Contractor completes installation and coordinates punch list with the USPTO.
- 2.4.5 Day 4: The USPTO reinstalls all equipment.
- 2.4.6 Day 5: Employee returns to work and begins to unpack.
- 2.4.7 Day 7: Crates/carts removed by the USPTO.
- 2.5 Project Schedule Adjustments: The USPTO requires schedule adjustments at the end of each quarter (last two weeks of December, March, June, and the full month of September) to limit the amount of noise that may disrupt mission critical activities. The Contractor shall work in alternate buildings (to be determined) to stay on schedule during that time.
- 2.6 Items Affixed to the Wall: Whiteboards and other items affixed to the walls via screw and fasteners shall not be removed during the installation.
- 2.7 Computer Equipment: The Contractor is not responsible for removing any computer equipment prior to installation. Removal and re-installation of computer equipment will be the sole responsibility of the USPTO.
- 2.8 Product Data (including Material Safety Data Sheets (MSDS)): The Contractor shall provide product data, finish samples, maintenance data, MSDS information and warranties for all materials used on this project to the USPTO Project Manager.
- 2.9 Pre-Installation Requirements

- 2.9.1 Prior to the start of work of each Work Phase, the Contractor and the USPTO shall meet and conduct a Pre-Installation Survey of the offices and work areas. The survey includes the following: walk through two weeks' prior to the beginning of a work phase (offices and occupied areas) to review furniture and equipment issues that may affect the installation, and determine staging areas for crates/dollies and furniture.
  - 2.9.1.1 Survey Pre-Existing Damage: The USPTO and the Contractor shall document pre-existing damage during the Pre-Installation Survey.
  - 2.9.1.2 Room Number Logs by Work Phase: The USPTO shall develop the logs to be used for the Pre-Installation Survey and punch list approvals.
  - 2.9.1.3 Packing Issues and Special Areas: Offices and work areas that require special considerations related to packing, furniture and equipment shall be identified and documented by the USPTO so that the appropriate measures can be taken to address the issues in advance of the commencement of work.

### 2.10 Project Management

- 2.10.1 Pre-Installation Surveys and Weekly Progress: The Contractor's Project Manager shall be responsible for attending Pre-Installation Surveys and Weekly Progress Meetings with the USPTO.
- 2.10.2 The Contractor shall provide accurate daily reports documenting manpower, work performed during each shift, deliveries, damage and quality control issues. The reports shall be tabulated and issued to the USPTO Project Manager at the end of each week.
  - 2.10.2.1 The Contractor shall provide a sample of the report at the kick off meeting for review and approval.
- 2.10.3 Contractor Related Delays: The Contractor shall acknowledge that once Work Phase layouts and dates have been finalized, deviations shall not be authorized without prior approval from the USPTO Project Manager.
- 2.10.4 The Contractor shall provide a Quality Assurance plan providing details as to how work will be monitored to ensure labor and products are of the highest quality.

### 2.11 USPTO Coordination

- 2.11.1 The Contractor shall have use of the freight elevator in each building. The USPTO shall coordinate the use of the freight elevator and loading docks as to not interfere with the schedule and provide it to the Contractor.
- 2.11.2 The Contractor shall at all times maintain a clean and orderly work environment. The contractor shall remove all packing material, debris, and trash from the job site daily and/or as necessary after wrapping the furniture in blankets. Building trash receptacles shall not be used and trash/boxes shall not be left at the loading dock.
- 2.11.3 The USPTO shall run the HVAC system to mitigate the odors in the area where work is being performed as necessary.
- 3.0 Key Personnel: The contractor shall designate and assign to this requirement one (1) Project Manager and one (1) Project Supervisor responsible for day-to-day management and on-site supervision of the delivery and installation activities. The Project Manager and Project Supervisor shall remain unchanged for the duration of this project unless approved in advance by the USPTO per the Key Personnel clause.
  - 3.1 Project Manager: The project manager shall possess a minimum of 10 years of experience managing large and complex projects over extended periods of time. The project manager shall have experience within the furniture industry as well as be able to interface with the manufacturer. Other skills required are: the ability to provide detailed reports, the ability to initiate and complete assessments, and the ability to interface with USPTO executives.
  - 3.2 Project Supervisor: The project supervisor shall possess a minimum of 10 years of experience supervising employees on large and complex projects over extended periods of time. The project supervisor shall have experience managing installation crews within the furniture industry. Other skills required are: the ability to interface with USPTO executives on an as needed basis, ability to assess employees capabilities, and the ability to provide detailed reports on daily activities.
- 4.0 All Personnel: The contractor shall be responsible for maintaining a standard of employee competency, conduct, integrity and sobriety. All personnel shall be required to act in a professional manner while fulfilling this requirement. The Contractor is responsible for the conduct of its employees. All work performed under this contract shall be performed in an expert, professional and workman-like manner. The contractor shall ensure that their employees do not engage in unauthorized use of Federal Government property. The use of Federal Government telephones and computer equipment is expressly prohibited.
- 5.0 Protection of Federal Government Property and Facilities
  - 5.1 The Contractor shall present a plan to the USPTO setting forth protection methods to minimize damage to corridors and offices during delivery and installation.

- 5.2 Areas used as temporary staging areas must be protected from damage, including floor protection, and wall protection to prevent drywall and paint damage.
- 5.3 The Contractor assumes full responsibility for repair and/or replacement value for all Federal Government-owned property, and shall indemnify the Federal Government for any and all loss or damage of any nature to any and all Federal Government property, including any equipment, supplies, accessories, or parts furnished, while in the custody, storage, repair, or services to be performed under the terms of the delivery order, resulting in whole or in part from the negligent acts or omissions of the contractor or any employee, agent or representative of the contractor.
  - 5.3.1 The Contractor shall provide and install floor protection along all delivery and installation route and on finished floors at origin and destination; any specialty flooring will be additionally covered with plywood protection. The Contractor shall be required to protect all corridors, walls, doorways, elevators along the delivery and installation route with corrugated wall covering material. All protection must be in place prior to any move activity and removed upon completion of the move. The Contractor shall immediately replace or repair any protection deemed insufficient by the USPTO.
  - 5.3.2 The contractor is solely responsible for damage to facilities resulting from delivery and installation activities. This shall include cleaning and repairs of walls, floors, corridors, elevators, and any other parts of the facility to the satisfaction of the USPTO and building management.
  - 5.3.3 At the conclusion of each shift, Vendor shall be responsible for cleaning up the offices and corridors and removing all dust and debris from floors.
  - 5.3.4 At the conclusion of the installation, a post-installation walkthrough will be performed by the contractor and USPTO. If damage is identified as a result of the move, a report must be submitted by the Contractor as to the disposition of the repairs.
    - 5.3.4.1 Restoration of any damage that resulted from the move activities shall be the responsibility of the Contractor. If any damage to the building is identified, USPTO staff and/or building management must be consulted and must approve the Contractor repair methods. If the contractor is not able to repair the damage to the satisfaction of the USPTO staff and/or building management, costs to secure the appropriate trades to perform the repairs will be the responsibility of the contractor.

- 5.3.4.2 If due to any act on the part of the contractor, its employees or agents, Government-owned property is lost or damaged during the performance of this requirement, the Contractor shall be responsible to the USPTO for such loss or damage. No liability will be assumed for any damage or loss to personal property. The USPTO at its option may require the contractor to repair/replace, at the contractor's expense, all Government-owned property lost or damaged.
- 5.4 Permits and Laws: The Contractor shall be responsible for determining, obtaining and abiding by federal, state and local laws, rules and regulations related to the relocation activity. The Contractor shall be responsible for securing all necessary permits, licenses, and waivers required in completion of this requirement. Any fees required in obtaining permits, licenses and or waivers shall be the responsibility of the contractor.
- 5.5 Certificate of Insurance: The Contractor shall be responsible for obtaining any insurance required by property owners prior to the start of the move. A copy of the certificate shall also be provided to the USPTO.

### 6.0 Inspection and Acceptance

- Punch List: An inspection shall be jointly accomplished by the contractor and the USPTO Project Manager to establish and complete a punch list. Prior to acceptance, the USPTO Project Manager shall inspect all adjustments made by the Contractor to satisfy the punch list items. The USPTO Project Manager shall sign the punch list to signify acceptance.
- 6.2 Inspection and acceptance shall be completed at the end of each work phase of the project see sections 2.3 and 2.4 of this document.
- 7.0 Warranties: The Contractor shall submit a written warranty for at least ten (10) years from installation on the structure and any mechanisms of each furniture item. The Contractor's warranty shall agree to repair or replace components that fail within the specified warranty period, on-site, and at no additional cost to the government. If a product is defective, prompt written notice, during the ten (10) year warranty period from the date of shipment, shall be given to the Contractor. The Contractor, at no cost to the USPTO, shall either repair or replace, at its option, the defective part or product with a comparable component or product.

#### 8.0 Deliverables

	Corresponding SOW Section	Format	Due Date
Kick-Off			Five days after award
Meeting			
Routine Progress	2.9.1	Surveys in soft copy	Weekly – Dates will be

Meetings and Walk-thrus			established after award.
(includes			
surveys)			
Draft Quality Assurance Plan	2.10.4	Soft copies	Five days after award at kick off Meeting
Finalized Quality Assurance Plan	2.10.4	Soft copies	Two weeks after kick off Meeting
Proposed Delivery and Installation Schedule	2.4/2.5	MS Project weekly	Continued updates on a weekly basis
Finalized Delivery and Installation Schedule	2.4/2.5	MS Project	Developed in conjunction with the USPTO.
Punch List	6.1	Soft copies in Excel or other agreed-upon format	Due after each work phase is complete.
Product Data (including MSDS)	2.8	Soft copies	Within one month of specifications being finalized.
Daily Report Sample	2.9.2.1	Soft copy	Due at the Kick Off Meeting
Tabulated Daily Reports	2.9.2	Soft copies in Excel or other agreed-upon format	5pm EST every Friday once work phases commence.
Damage Minimization Plan	5.1	Soft copy	Due at the kick off meeting.
ePlans in AutoCAD	2.2.2	Soft copy	Three (3) months prior to the commencement of the work phases.
Certificate of Insurance	5.5	Soft and Hard copy	Upon request

## 9.0 Payment and Administration

- 9.1 Five percent (5%) of the total cost of this project will be withheld for disputes resulting from section 6.0 Inspection and Acceptance until resolved. Once each punchlist has been satisfactorily resolved and agreed to by the USPTO, the five percent may be invoiced.
- 9.2 The USPTO Project Manager shall work with the Contractor's Project Manager to develop a schedule, delivery and installation information for the entire project,

- and shall finalize work phases at least three months prior to installation commencing.
- 9.3 All changes that are outside the normal scope of this statement work shall be issued in the form of a modification by the Contracting Officer.