

2. CONTRACT NO: GS-35F-0170K
3. AWARD/EFFECTIVE DATE: 01/18/2017
4. ORDER NUMBER: CPSC-F-17-0019
5. SOLICITATION NUMBER: CPSC-Q-17-0013
6. SOLICITATION ISSUE DATE: 01/12/2017

7. FOR SOLICITATION INFORMATION CALL: **Derrick Braswell**
b. TELEPHONE NUMBER (No collect calls): (301) 504-7310
8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY: CONSUMER PRODUCT SAFETY COMMISSION
DIV OF PROCUREMENT SERVICES
4330 EAST WEST HWY
ROOM 523
BETHESDA MD 20814
CODE: FMPS

10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: % FOR

SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 EDWOSB
 8(A)

NAICS: _____
SIZE STANDARD: _____

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE
12. DISCOUNT TERMS: Net 30
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700):

13b. RATING: _____
14. METHOD OF SOLICITATION: RFO IFB RFP

15. DELIVER TO: CONSUMER PRODUCT SAFETY COMMISSION
OFFICE OF INFORMATION SERVICES
4330 EASTWEST HIGHWAY
ROOM 839-23
BETHESDA MD 20814
CODE: EXIT

16. ADMINISTERED BY: CONSUMER PRODUCT SAFETY COMMISSION
DIV OF PROCUREMENT SERVICES
4330 EAST WEST HWY
ROOM 523
BETHESDA MD 20814
CODE: FMPS

17a. CONTRACTOR/OFFEROR: EXECUTIVE INFORMATION SYSTEMS LLC
6901 ROCKLEDGE DRIVE
STE 600
BETHESDA MD 20817-7836
TELEPHONE NO: 301-581-1081
CODE: _____ FACILITY CODE: _____

18a. PAYMENT WILL BE MADE BY: CPSC Accounts Payable Branch
AMZ 160
P. O. Box 25710
Oklahoma City OK 73125
CODE: FMFS

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>DUNS Number: _____</p> <p>Contracting Officer Representative (COR): Shiny Varghese Email: SVarghese@cpsc.gov Tel: 301-504-7542</p> <p>The contractor shall provide all labor, equipment and services necessary to provide administrative support and training on the SAS server for a period of two (2) months effective January 18, 2017 through March 18, 2017 in accordance with (Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA: 0100A17DSE-2017-9995100000-EXIT002400-252M0
26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$50,507.43

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4, FAR 52 212-3 AND 52 212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES 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.
 29. AWARD OF CONTRACT: _____ OFFER 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: _____
30b. NAME AND TITLE OF SIGNER (Type or print): _____
30c. DATE SIGNED: _____
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *Cassandra C. Sterba*
31b. NAME OF CONTRACTING OFFICER (Type or print): Cassandra C. Sterba
31c. DATE SIGNED: 1-18-2017

19. ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	<p>the GSA schedule contract GS-35F-0170K, attached statement of work (SOW), quotation attachment and terms and conditions.</p> <p>Principal Consultant Services and SAS Training</p> <p>The total amount of award: \$50,507.43. The obligation for this award is shown in box 26.</p>				50,507.43

32a QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c DATE	32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33 SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34 VOUCHER NUMBER	35 AMOUNT VERIFIED CORRECT FOR	36 PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37 CHECK NUMBER
---	-------------------	--------------------------------	---	-----------------

38 S/R ACCOUNT NUMBER	39 S/R VOUCHER NUMBER	40 PAID BY
-----------------------	-----------------------	------------

41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	41c DATE	42a RECEIVED BY (Print)	
41b SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b RECEIVED AT (Location)	
		42c DATE REC'D (YY/MM/DD)	42d TOTAL CONTAINERS

STATEMENT OF WORK

1. Description of Services:

The contractor shall provide all labor, equipment and services necessary to provide administrative support and user coaching on the SAS server.

2. Project Location: Contract Performance shall occur at 4330 East West Hwy, Bethesda, MD, 20814. Contractor personnel will be required to be on-site for all performance. Contractor personnel will be required to report to the 4th floor of 4330 East West Hwy and be escorted on premise by a CPSC employee.

3. Contract Type: This procurement is a firm-fixed price contract. This a non-personal services contract.

4. Personnel Qualifications: The contractor shall provide personnel with a minimum of 2 years' experience in SAS Server administration and maintenance and 2 years of training experience. The personnel must possess any and all qualifications required to complete all requirements of this SOW.

5. Description of Work:

The Contractor shall provide services, not-to-exceed 129 hours on-site, in support of the CPSC SAS Server production rollout.

The contractor shall assist CPSC in resolving helpdesk tickets submitted by users related to SAS Server production issues and answer any questions related to SAS Server functionality from users. Contractor personnel will not have direct access to any CPSC systems. Contractor personnel shall document common issues and questions and provide information on resolution of these items to the CPSC COR.

The Contractor shall install SAS modules including, but not limited to, SAS Text Miner, SAS Enterprise Miner and SAS MS Office plug-in on user laptops, estimated at 120 users.

In addition to the not-to-exceed 129 hours of services above, the contractor shall also provide training on SAS Server administration and maintenance to CPSC Information Technology staff. The training shall be on-site and include 26,657 SAS training points. The training time and place will be scheduled with the approval and assistance of the CPSC Contracting Officer's Representative (COR).

6. Period of Performance: The period of performance shall be effective January 18, 2017 through March 18, 2017.

7. Government Furnished Property: The Government shall furnish Contractor personnel with a workspace which includes a desk, phone and internet connection.

8. Delivery and Acceptance:

The Government will monitor services performed to ensure accuracy, functionality, completeness, professional quality, and overall compliance with government policies, regulations, laws and directives. Any improper actions will be documented by the COR and sent to the Contractor for a corrective action, as necessary.

During the performance of this contract, all technical questions and concerns shall be coordinated with the designated COR.

CLAUSES: All GSA schedule contract terms and conditions are incorporated in this order.

LC1A CONTRACTOR'S NOTE

Deliveries and/or shipments shall not be left at the Loading Dock. **All deliveries shall be considered "inside deliveries"** to the appropriate room at the Consumer Product Safety Commission (CPSC) and in accordance with the instructions below. When scheduling deliveries the purchase order number shall always be referenced and all packages shall clearly display the Purchase Order Number on the outside of the cartons and/or packages, to include the packing slip.

ATTENTION GOVERNMENT VENDOR

A. DELIVERY INSTRUCTIONS:

1. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

If the shipment or item being delivered requires use of a loading dock, advance notification is required. The contractor shall contact the Shipping and Receiving Coordinator at 301-892-0586 or Constantia Demas (301) 504-7544 forty-eight (48) hours in advance of the date the items are to arrive to schedule use of the loading dock.

LOADING DOCK HOURS OF OPERATION:

9:00 am to 11:00 am or 1:30 pm to 4:00 pm
Monday through Friday (except holidays)

Please notify contact person if there is a change in the delivery date. For changes, delays, or assistance please contact CPSC as follows:

Facilities Management Support Services (301) 504-7091 and

The COR – The COR notes on page 1.

Upon arrival, the driver should contact the CPSC Guard, 301-504-7721, at the loading dock to obtain assistance in using freight elevators and to gain access to CPSC security areas.

2. DELIVERY INSTRUCTION FOR SMALL ITEMS

When delivering or shipping small items, the contractor and/or carrier service shall report to the 4th floor lobby, North Tower, 4330 East West Highway, to sign in with the CPSC guard. Upon completion of signing in, the contractor shall deliver all shipments to the Mail Room, Room 410. After delivery, delivery personnel shall promptly depart the building.

MAIL ROOM HOURS OF OPERATION:

Monday through Friday (except holidays) – 7:30 am to 5:00 pm

B. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. **Do NOT** include Taxpayer Identification Number (TIN) on invoices sent via e-mail.
3. Invoice date.
4. Invoice number.
5. The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods of services.
6. Description, price and quantity of goods or services actually delivered or rendered.
7. Shipping cost terms (if applicable).
8. Payment terms.

9. Other substantiating documentation or information as specified in the contract or purchase order.

10. Name, title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

PREFERED: Via email to:

9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov

OR

U.S. Mail

Enterprise Service Center, c/o CPSC, Accounts Payable Branch, AMZ-160
PO Box 25710
Oklahoma City, Ok. 73125

FEDEX

Enterprise Service Center, c/o CPSC, Accounts Payable Branch, AMZ-160
6500 S. MacArthur Blvd.
Oklahoma City, Ok. 73169

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor.

Inquiries regarding payment should be directed to the Enterprise Service Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, 9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov.

C. PAYMENT

Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in "Billing Instructions," except as follows:

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to 9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov or at the U.S. Mail and Fedex addresses listed above:

Complaints related to the late payment of an invoice should be directed to Ricky Woods at the same the same address (above) or 405-954-5351.

Customer Service inquiries may be directed to Adriane Clark at AClark@cpsc.gov.

D. INSPECTION & ACCEPTANCE PERIOD

Unless otherwise stated in the Statement of Work or Description, the Commission will ordinarily inspect all materials/services within seven (7) working days after the date of receipt. The CPSC representative responsible for inspecting the materials/services will transmit disapproval, if appropriate, to the contractor and the contract specialist listed below. If other inspection information is provided in the Statement of Work or Description, it is controlling.

E. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Derrick Braswell, Contract Specialist at (301) 504-7310

F. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

The Purchase Order/Receiving Report (Optional Form 347 or Standard Form 1449) must be completed at the time the ordered goods or services are received. Upon receipt of the goods or services ordered, each item should be inspected, accepted (partial or final) or rejected. The Purchase Order/Receiving Report must be appropriately completed, signed and dated by the authorized receiving official. In addition, the acceptance block shall be completed (Blocks 32 a, b & c on the SF 1449 and column G and page 2 of the OF 347). The receiving report shall be retained by the requesting office for confirmation when certifying invoices.

G. PROPERTY/EQUIPMENT PURCHASES

In the case of Purchase Orders/Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Purchase Order/Receiving Report must also be immediately forwarded directly to the Property Management Officer (Constantia Demas) in the Facilities Management Support Services Branch (Room 425). The transmittal of Purchase Orders/Receiving Reports to the property management officer is critical to the integrity and operation of CPSC's Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

LC 5 Contracting Officer's Representative (COR) Designation

a. The following individual has been designated at the Government's COR for this contract:

Name: Shiny Varghese

Division: Office of Information Services

Telephone: 301-504-7542

Email: SVarghese@cpsc.gov

b. The CPSC COR is responsible for performing specific technical and administrative functions, including:

- (1) performing technical evaluation as required;
- (2) assisting the Contractor in the resolution of technical problems encountered during performance; monitoring the Contractor's technical progress, including surveillance and assessment of performance, and notifying the Contracting Officer within one week when deliverables (including reports) are not received on schedule in accordance with the prescribed delivery schedule; and
- (3) inspection and acceptance of all items required by the contract.

c. The COR, who may be personally liable for unauthorized acts, is not authorized to and shall not:

- (1) make changes in scope of work, contract schedules, and/or specifications, or to make changes that affect price, quality, quantity or delivery,
- (2) direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and
- (3) make commitments or changes that affect price, or take any action that commits the Government or could lead to a claim against the Government.

d. This delegation is not redelegable and remains in effect during the period of performance of the contract.

e. A clear distinction is made between Government and Contractor personnel. No employer-employee relationship will occur between government employees and contractor employees. Contractor employees must report directly to their company (employer) and shall not report to Government personnel.

LC 31 Restrictions on Use of Information

a. If the Contractor, in the performance of this contract, obtains access to information such as CPSC plans, reports, studies, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or personal identifying information which has not been released or otherwise made public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not: (a) release or disclose such information, (b) discuss or use such information for any private purpose, (c) share this information with any other party, or (d) submit an unsolicited proposal based on such information. These restrictions will remain in place unless such information is made available to the public by the Government.

b. In addition, the Contractor agrees that to the extent it collects data on behalf of CPSC, or is given access to, proprietary data, data protected by the Privacy Act of 1974, or other confidential or privileged technical, business, financial, or personal identifying

information during performance of this contract, that it shall not disclose such data. The Contractor shall keep the information secure, protect such data to prevent loss or dissemination, and treat such information in accordance with any restrictions imposed on such information.

52.217-8 Option to Extend Services. (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

QUOTATION ATTACHMENT

This is an Attachment to Quotation No. 1-EKUK6 ("Quotation") issued by Executive Information Systems LLC ("EIS") to the Consumer Product Safety Commission ("Customer") for the license of SAS Institute Inc. ("SAS") software products ("Software") and procurement of certain fixed price level of effort services ("Services") as set forth in the Quotation. The procurement of Services shall be set forth in an order, or similar document, issued by Customer to EIS ("Order") and the Order shall be subject to the terms of Federal Supply Schedule Contract No. GS-35F-0170K ("GSA Contract") held by EIS, as supplemented by the terms of this Attachment, provided that the terms of this Attachment take precedence in the event of any conflict between the terms of this Attachment and the terms of the Order, Quotation or GSA Contract. The GSA Contract and this Attachment shall be incorporated in, and made a part of, any Order issued by Customer to EIS for the Services set forth on the Quotation. No other terms shall be included in the Order.

1. EIS will separately subcontract with SAS for the provision of all the Services.
2. EIS will provide the Services on a firm fixed price level of effort basis ("FFP LOE"). FFP LOE means EIS will provide a total of one hundred twenty nine (129) hours of Services, based upon an hourly rate of \$217.95, for the fixed fee listed in the Quotation. EIS' time and a limited license to any Work Product resulting from performance of the Services are the only deliverables to be provided to Customer. The Services will be directed toward assisting Customer in support of its SAS Server rollout, assisting Customer in resolving helpdesk tickets submitted by users related to SAS Server production issues, and assisting Customer to install licensed SAS software on its laptops.
3. EIS shall submit monthly invoices to Customer reflecting the number of labor hours performed during the previous month and the related payment due based on the labor rate of \$217.95 and any travel related expenses incurred.
4. Customer shall provide facilities and support such as workspace, access to networks, in-house technical support, information required for performance of the Services and other resources needed during the performance of the Services. All services will be performed onsite at Customer location unless mutually agreed upon by the parties. No Customer data will be transferred to EIS or SAS systems or hardware. Services shall be performed on Customer provided hardware.
5. Customer shall notify SAS in writing of any required confidentiality, security procedures, or paperwork before any on-site visit.
6. EIS grants Customer a nonexclusive, non-transferable, non-assignable, royalty-free license to use the Work Product for as long as Customer maintains a license for the software with which the Work Product operates and only for so long as Customer maintains a license for such software. EIS has no obligation to provide continued support or maintenance for any Work Product. Ownership of the Work Product and any techniques, skills, concepts, or know-how that are utilized or developed while performing the services remains with EIS or its licensors or subcontractors. Ownership of the Work Product, including any intellectual property embodied therein, and any techniques, skills, concepts or know-how that are utilized or developed while performing the Services remains with EIS or SAS, as applicable. Nothing herein shall be construed as granting Customer a license to any SAS software products (except as expressly stated herein).