

2 CONTRACT NO: CPSC-D-16-0001
3 AWARD/EFFECTIVE DATE: 08/12/2016
4 ORDER NUMBER
5 SOLICITATION NUMBER: CPSC-Q-16-0029
6 SOLICITATION ISSUE DATE: 06/03/2016

7. FOR SOLICITATION INFORMATION CALL: **Rudi Johnson**
b TELEPHONE NUMBER (No collect calls): 301-504-7028
8 OFFER DUE DATE/LOCAL TIME: ET

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
 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 561210
SIZE STANDARD \$32.5

11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
12 DISCOUNT TERMS: Net 30/SB
13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b RATING
14 METHOD OF SOLICITATION:
 RFQ IFB RFP

15 DELIVER TO: CONSUMER PRODUCT SAFETY COMMISSION
DIVISION OF FACILITIES SERVICES
4330 EAST WEST HIGHWAY
BETHESDA MD 20814
CODE: EXFS

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: RWD CONSULTING LLC
1612 7TH STREET NW
WASHINGTON DC 20001
CODE: [REDACTED] FACILITY CODE: [REDACTED]

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

TELEPHONE NO
 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
	DUNS Number: [REDACTED] CONTRACTING OFFICER REPRESENTATIVE (COR) IRIS PARKS TEL: 301-504-7058 EMAIL: IPARKS@CPSC.GOV THE CONTRACTOR SHALL PROVIDE FACILITIES SUPPORT SERVICES IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT (PWS) AND THE ATTACHED TERMS AND CONDITIONS. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25 ACCOUNTING AND APPROPRIATION DATA TO BE CITED ON EACH INDIVIDUAL TASK ORDER(S)
26 TOTAL AWARD AMOUNT (For Govt Use Only): \$0.00

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
31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Kim Miles
30b NAME AND TITLE OF SIGNER (Type or print):
30c DATE SIGNED:
31b NAME OF CONTRACTING OFFICER (Type or print): Kim Miles
31c DATE SIGNED: 8-12-16

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	BASE YEAR: OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017				
0001	THE CONTRACTOR SHALL PROVIDE ALL PERSONNEL, SUPPLIES, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE FACILITIES SUPPORT SERVICES IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT (PWS) AND AS DESCRIBED HEREIN. Accounting Info: 0100A17DSE-2017-9994300000-EXFS002600-252Z0 \$698,987.04 (Subject to Availability of Funds)	12	MO	58,248.92	0.00
0002	ADDITIONAL AFTER HOURS DRIVER SERVICES AS DESCRIBED IN PARAGRAPH 12G Obligated Amount: \$0.00		HR	63.93	
0003	ADDITIONAL AFTER HOURS LABORER SERVICES AS DESCRIBED IN PARAGRAPH 12B Obligated Amount: \$0.00		HR	65.15	0.00
0004	ADDITIONAL AFTER HOURS MATERIAL HANDLING SERVICES AS DESCRIBED IN PARAGRAPH 12C Continued ...		HR	92.39	0.00

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		42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)	
				42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
CPSC-D-16-0001

PAGE OF
3 77

NAME OF OFFEROR OR CONTRACTOR
RWD CONSULTING LLC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FIRST (1ST) OPTION YEAR OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018				
0005	THE CONTRACTOR SHALL PROVIDE ALL PERSONNEL, SUPPLIES, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE FACILITIES SUPPORT SERVICES IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT(PWS) AND AS DESCRIBED HEREIN. Amount: \$722,593.80 (Option Line Item)	12	MO	60,216.15	0.00
0006	ADDITIONAL AFTERTHOURS DRIVER SERVICES AS DESCRIBED IN PARAGRAPH 12G Amount: \$0.00 (Option Line Item)		HR	65.82	0.00
0007	ADDITIONAL AFTER HOURS LABORER SERVICES AS DESCRIBED IN PARAGRAPH 12B Amount: \$0.00 (Option Line Item)		HR	67.08	0.00
0008	ADDITIONAL AFTER HOURS MATERIAL HANDLING SERVICES AS DESCRIBED IN PARAGRAPH 12C Amount: \$0.00 (Option Line Item)		HR	95.07	0.00
	SECOND (2ND) OPTION YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019				
0009	THE CONTRACTOR SHALL PROVIDE ALL PERSONNEL, SUPPLIES, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE FACILITIES SUPPORT SERVICES IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT(PWS) AND AS DESCRIBED HEREIN. Amount: \$746,528.04 (Option Line Item)	12	MO	62,210.67	0.00
0010	ADDITIONAL AFTER HOURS DRIVER SERVICES AS DESCRIBED IN PARAGRAPH 12G Amount: \$0.00 (Option Line Item)		HR	68.02	0.00
	Continued ...				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
CPSC-D-16-0001PAGE OF
4 77NAME OF OFFEROR OR CONTRACTOR
RWD CONSULTING LLC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0011	ADDITIONAL AFTER HOURS LABORER SERVICES AS DESCRIBED IN PARAGRAPH 12B Amount: \$0.00 (Option Line Item)		HR	69.31	0.00
0012	ADDITIONAL AFTER HOURS MATERIAL HANDLING SERVICES AS DESCRIBED IN PARAGRAPH 12C Amount: \$0.00 (Option Line Item)		HR	98.17	0.00
	THIRD (3RD) OPTION YEAR OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020				
0013	THE CONTRACTOR SHALL PROVIDE ALL PERSONNEL, SUPPLIES, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE FACILITIES SUPPORT SERVICES IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT (PWS) AND AS DESCRIBED HEREIN. Amount: \$771,302.64 (Option Line Item)	12	MO	64,275.22	0.00
0014	ADDITIONAL AFTER HOURS DRIVER SERVICES AS DESCRIBED IN PARAGRAPH 12G Amount: \$0.00 (Option Line Item)		HR	70.28	0.00
0015	ADDITIONAL AFTER HOURS LABORER SERVICES AS DESCRIBED IN PARAGRAPH 12B Amount: \$0.00 (Option Line Item)		HR	71.62	0.00
0016	ADDITIONAL AFTER HOURS MATERIAL HANDLING SERVICES AS DESCRIBED IN PARAGRAPH 12C Amount: \$0.00 (Option Line Item)		HR	101.39	0.00
	FOURTH (4TH) OPTION YEAR OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021				
0017	THE CONTRACTOR SHALL PROVIDE ALL PERSONNEL, SUPPLIES, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE FACILITIES SUPPORT SERVICES IN ACCORDANCE Continued ...	12	MO	66,393.93	0.00

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
CPSC-D-16-0001

PAGE OF
5 77

NAME OF OFFEROR OR CONTRACTOR
RWD CONSULTING LLC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	WITH THE PERFORMANCE WORK STATEMENT(PWS) AND AS DESCRIBED HEREIN. Amount: \$796,727.16 (Option Line Item)				
0018	ADDITIONAL AFTER HOURS DRIVER SERVICES AS DESCRIBED IN PARAGRAPH 12G Amount: \$0.00 (Option Line Item)		HR	72.91	0.00
0019	ADDITIONAL AFTER HOURS LABORER SERVICES AS DESCRIBED IN PARAGRAPH 12B Amount: \$0.00 (Option Line Item)		HR	74.30	0.00
0020	ADDITIONAL AFTER HOURS MATERIAL HANDLING SERVICES AS DESCRIBED IN PARAGRAPH 12C Amount: \$0.00 (Option Line Item)		HR	105.12	0.00
The total amount of the award (including option years if exercised): \$3,736,138.68.					

PERFORMANCE WORK STATEMENT FACILITIES SUPPORT SERVICES

1. BACKGROUND:

The mission of the Consumer Product Safety Commission (CPSC) is to safeguard and protect the public from unreasonable risks of serious injury or death from thousands of various types of consumer products under the agency's jurisdiction. CPSC is comprised of staff and program offices located in three locations that serve as vital contributors to CPSC mission. These locations consist of Headquarters located in Bethesda, Maryland, Laboratory Sciences located in Rockville, Maryland and its Sample Storage Facility/Warehouse located in Gaithersburg, Maryland. The Office of Facilities Services (EXFS) oversees these facilities and provides services that include librarian, labor, copier/duplicating, mail/shuttle/driver messenger, warehouseman and material handler.

2. DESCRIPTION OF SERVICES:

This Performance Work Statement (PWS) describes the scope of work, objectives, tasks and resources needed to successfully fulfill CPSC facilities support services related responsibilities to advance the organization's mission. The contractor shall provide facilities support services at the CPSC in the following areas:

a. Library Services - The Contractor shall provide for a broad and comprehensive Library support function, encompassing all aspects of library operations. Provides program assistance to the GCOS FOIA staff by entering all FOIA Requests received in GCOS into the FOIA Tracking application system, FOIAXpress. Assures that all FOIA requests are entered into FOIAXpress as soon as they are received in the office. Reviews all FOIA requests for completeness and contacts requesters to obtain additional information if and when necessary. Using computer spreadsheets, reviews all open FOIA requests on a weekly basis, and if necessary contact program offices to obtain any outstanding responsive FOIA information. Provides guidance and assistance to program office FOIA Liaisons in responding to FOIA Requests in a timely fashion.

b. Labor/Copier/Mailroom/Shuttle Driver services - The contractor shall provide services of laborers for the movement and transportation of furniture, furniture installation, supplies, and equipment and provide other related moving, warehousing, and driver services shipping, receiving, and transportation services for deliveries of goods that are not classified as mail, and require inspection and acceptance at the Bethesda and Rockville sites. Transportation services may include the following: furniture, equipment, supplies and materials, and passengers to various designated stops. The Contractor shall run the CPSC Copy Center. The primary duties shall be performing photocopying, utilizing a microcomputer to perform technical photocopying operations, document scanning, and binding services. The contractor shall provide full mailroom operation services. The primary duties are: shipping and receiving; receiving and controlling incoming and outgoing mail, sorting, distributing mail and forms and faxing services. The contractor shall operate mail metering and scanning equipment. The Contractor shall provide shuttle and passenger pick-up, transport and delivery during the daily scheduled trip(s) and other related functions.

c. Warehouse services - The Contractor shall assist the on-site Warehouse Manager/Sample Custodian in maintaining the sample room in a professional, orderly and safe manner so that the integrity of the samples is preserved, receive, unload, ship, store, shelve, process incoming shipments,

and controls property, equipment, and supplies. Ensure that all shipping and receiving transactions are properly documented and that quantities and contents are consistent with accompanying documentation.

d. Material handling services - The Contractor shall assist the on-site Warehouse Manager/Sample Custodian with material handling services for the CPSC. This includes responsibility for managing, directing, administering and evaluating the sample program and central warehouse. Handle hazardous material samples (Class C, 2g fireworks). Responsible for sample disposal/destruction methods of fireworks. Provide efficient and effective utilization of general administrative and sample storage space. Log, sort, retrieve, transport and distribute samples from within the agency and our Fireworks storage facilities in Charles County Maryland.

3. CONTRACT TYPE:

This is a firm-fixed price, indefinite delivery, indefinite quantity performance based contract. The monthly rate is fixed. The minimum guarantee for this contract is (one) 1 task order. Rates for additional services per labor category are fixed hourly rates. This contract includes a base period and four (4), one (1) year option periods. This is a non-personal services contract.

4. SERVICES AND PRICES:

a. The Contractor shall be paid a fixed monthly fee for the services listed above. The monthly fee shall consist of the combined fixed hourly rates of all employees and any other fees associated with providing the services in this performance work statement. Services provided by this contract shall be accomplished through the issuance of Fixed-Price Task orders. Additionally the contractor will be paid for any additional after hours work that is incurred by the labor categories under this contract for additional task orders. The rates will be negotiated and listed on the contract as separate line items for the Driver, Laborer and Material handler services.

b. ISSUANCE OF TASK ORDERS

Task orders will be issued against this IDIQ contract. The Government will send a written request for quotation for proposed tasks to the Contractor when services are required after normal duty hours. The Contractor shall submit a written firm fixed price breakdown of the number of hours needed to complete the work. The hourly rates will be the pre-negotiated rates noted on the contract for the Driver, Laborer or Material Handler. Upon completion of negotiations for a task, the Government will issue a firm fixed priced task order. The issuance of all task orders will be contingent upon an agency decision to fund the service. Additional Task orders may be issued so long as they are in scope of the services noted in this PWS.

5. PERIOD OF PERFORMANCE

a. The contract shall consist of a Base Contract period (October 1, 2016 thru September 30, 2017), with four (4), one (1) year options.

b. Hours of Performance

The listing below identifies the daily hours of operation that the Contractor shall be working.

Included in each tour of duty is a 30-minute lunch break unless otherwise noted. Lunch breaks shall be rotated to ensure coverage of services during core business hours. (The following hours are subject to change)

Library Technician	7:30 a.m. - 4:00 p.m.
Laborers	7:30 a.m. - 4:00 p.m.
Copier Operator/Mail/Shuttle Driver and Labor	7:30 a.m. - 4:00 p.m.
Warehouseman	7:30 a.m. - 4:00 p.m.
Material Handler	7:30 a.m. - 4:00 p.m.

On rare occasions Driver services may be required during the additional days and hours of Saturday, Sunday and Holidays, 6:00 a.m. to 12:00 a.m. midnight, and driving outside the metro area. (See page 11, paragraph f)

c. Federal Holidays

The Contractor shall ensure that assigned employees are available during agency established working hours, Monday through Friday, except the following Federal holidays*:

- New Year's Day
- Martin Luther King's Birthday
- Inauguration Day (in applicable years)
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

*Plus any other days designated as Federal Holidays.

d. Government Closure

1) The Office of Personnel Management (OPM) determines and announces the official operating status of federal government offices in the Washington D.C. metropolitan area daily. The contractor shall daily consult the OPM website (www.opm.gov) to determine if federal government offices in the Washington D.C. metropolitan area are closed due to emergency or inclement weather.

2) Whenever federal government offices in the Washington D.C. metropolitan area are closed due to emergency or inclement weather, the contractor shall NOT perform work onsite. As a result, the contractor shall submit a pro-rated invoice for the month that reflects only the portion of the month for which services were provided. For example if the Government is closed due to weather for one (1) day in the month of March and there are 23 business days in that month then the Contractor's monthly unit price shall be divided by 23 days to get the average daily cost and that daily cost will be reduced by the monthly unit price for that one day.

3) Whenever the OPM operating status announcement indicates that federal government offices in the Washington D.C. metropolitan area are open with a staggered early departure, the contractor shall

continue to provide full service on-site during the normal work hours as defined by the Performance Work Statement. If the staggered early departure indicates that employees must depart no later than a specified time, after which time federal offices will be "closed," the contractor shall continue to provide full service on-site until the federal offices are closed. The contractor shall resume normal work on-site immediately once federal offices are again open. No adjustment to invoices is needed in this case.

c. Delayed arrival - Whenever the OPM operating status indicates that federal government offices in the Washington D.C. metropolitan area are open with a delayed arrival, the contractor employees shall be granted the same delayed arrival time. The contractor will resume normal work on-site immediately once federal offices are again open. No adjustment to invoices is needed in this case.

6. DESCRIPTION OF WORK:

- a. The Contractor shall provide for the required support services on an ongoing basis at the Consumer Product Safety Commission (CPSC), located at 4330 East-West Highway, Bethesda, MD, 5 Research Place, Rockville, MD, and 7500 Lindbergh Drive, Gaithersburg, MD. Additional services may be added by mutual agreement between the Government and the Contractor.
- b. Independently, and not as an agent of the Government, the Contractor shall furnish all necessary personnel, materials, services and supervision to perform as described in this Performance Work Statement, except as set forth under "Government Furnished Materials/ Equipment."
- c. Operating procedures shall be set forth in more precise detail in Standard Operating Procedures (SOP) Manuals to be provided to the Contractor by the COR at the onset of work under this contract. These procedures will be within the framework set forth in the Statement of Work for specific services.
- d. The contractor shall perform a background check/investigation on all of its employees to be utilized in the performance of this contract prior to meeting with the COR and shall be completed at the expense of the contractor. The contractor shall be able to provide proof upon request that all background checks have been performed for all of its employees and substitute personnel.
- e. The Contractor shall meet with the Government COR and other CPSC staff within five business days after contract award to discuss the contract and to ensure mutual understanding of operating procedures and the services to be performed. The Contractor shall, at that meeting, submit a completed CPSC Form 111/115, Questionnaire for Personnel Identification Verification (PIV), for each employee authorized to perform services under the contract, including proposed substitute contractor personnel.
- f. The Contractor shall collect all PIV cards from departing contractor personnel and return them to CPSC within 24 hours. Failure to collect departing contractor personnel's PIV cards will result in a monetary penalty of \$150.00 deducted from the Contractor's monthly invoice for each PIV card not returned to CPSC. The penalty will be deducted monthly until the cards are returned.

7. REPORTING REQUIREMENTS

The Contractor shall submit the following reports to the COR: Bi-weekly Reports (verbal or written) (Basic Contract Period and Option Periods)

- a. Problems, questions and/or comments about any aspect of the services.
- b. Recommendation(s) for improved efficiency for the operation of the following:
 - Mailroom/ Shuttle/Transportation Services;
 - Copy Center;
 - Library;
 - Labor Services;
 - Warehouse; and,
 - Material Handling.

c. UPS Log sheets-Monthly Reports (Basic Contract Period and Option Periods)

Format - the report(s) shall be in the following format:

- 1) 8-1/2" x 11" bond paper
- 2) Typewritten and reproducible
- 3) Provide information concerning:
 - i. The contract pursuant to which the report is prepared; and,
 - ii. The name of the Contractor preparing the report pursuant to such contract.

d. Content - similar content as required for Bi-weekly Reports, plus:

- 1) Inventory of supplies, forms, etc.
- 2) Summary of Certified and Registered Mail, Airborne Overnight Mail Express and Federal Express Mail and United Parcel Service (UPS) logged during the previous month.
- 3) Meter readings from all copiers.

e. Vehicle usage logs and records

- 1) The contractor shall maintain daily vehicle usage logs and submit them monthly to the COR.
- 2) The contractor shall maintain all credit cards, gas receipts and submit them weekly to the COR.

8. CONTRACTOR PERSONNEL

- a. The Contractor shall provide thoroughly qualified and trained personnel, with appropriate experience (as described within the specific duties) for each of the services to be performed. All personnel provided by the Contractor shall be competent to perform the work described in this contract and be computer literate. All personnel including substitutes shall be able to speak, read and write English fluently.
- b. The contractor shall provide on-site supervisory and subordinate staff. One of the full time contractor employees assigned at Bethesda Headquarters shall also function as the contractor's on-site supervisor. Any persons employed by the Contractor and assigned to perform work

specified in this contract shall at all times be under the control and full responsibility of the Contractor. Nothing in this contract shall be construed to permit the use of Contractor personnel for personal services.

- c. The Contractor shall be responsible for satisfactory standards of employee competency, conduct, and integrity. The Contractor's employees must be presentable in appearance (i.e., clean uniform, contractor labeled smock, appropriate office attire, and exercising good personal hygiene). The Contractor shall be responsible for taking such disciplinary actions, including suspension and termination, with respect to Contractor employees as may be necessary. During all operations on CPSC premises, the Contractor shall comply with all rules and regulations governing the conduct of personnel on Government Property. When operating Government owned vehicles, the Contractor shall comply with the CPSC Office of Facilities Services Fleet Vehicle Management Plan and Procédures. CPSC reserves the right to request the removal of any contractor employee who fails to comply with the terms of this contract or fails to provide satisfactory service to the Government.
- d. The Contractor's employees shall limit the use of Government property and supplies, including automobiles and telephones, to official Government business.
- e. Those Contractor employees with duties that include driving shall have a valid MD, DC or VA state motor vehicle operator's license. Additionally, these Contractor employees shall report to the Contractor on-site supervisor and the CPSC Property Management Officer (name to be provided by the COR) any motor vehicle incidents such as accidents, vandalism, maintenance problems or property damage resulting from the operation of a Government owned or leased motor vehicle. Also, Contractor employees shall report any physical or medical condition which would disqualify the employee from operating a motor vehicle.
- f. On occasion, driver services may be required outside of normal duty hours, including early morning and late evening hours. When this occurs, the cost of such performance will be borne by the Contractor and will be reimbursed to the Contractor by the government based on the Contractor's monthly invoice, which must be accompanied by legible transportation receipts. Reimbursement expenses will be limited to the cost of public transportation and taxi for time periods when public transportation from departure point to arrival point is not fully available.
- g. Generally, the contractor is not allowed to take the Government-provided vehicle home. The one exception is when, pursuant to official travel of CPSC personnel, the contractor must pick-up such personnel at their homes or elsewhere and transports them during early morning or late evening hours, prior to or after normal duty hours. The contractor must always obtain prior approval from the COR before taking the Government-provided vehicle home. If approval is obtained, the contractor will then be responsible for transporting the vehicle directly home and back to the Federal facility. Aside from refueling, no intervening stops are authorized. The vehicle must be promptly returned to the possession of the Federal facility the next duty day.
- h. The Contractor shall provide evidence of a State police clearance for all personnel provided under the contract and be updated every two (2) years.
- i. The Contractor's employees shall not use the government-provided credit card for any service other than petroleum, oil or lubricants for the government's messenger vehicle without the approval of the CPSC COR or his/her designee. The Contractor acknowledges and accepts liability for any damages

or loss arising from the fraudulent or unauthorized use of the government credit card or vehicle by the Contractor's employees.

j. CPSC will not reimburse the Contractor for any traffic violations or parking tickets. CPSC will reimburse metered parking expenses, when government parking is not available or similar costs which may be incurred in the performance of this contract with the approval of the COR.

k. The Contractor shall perform and pay for random drug testing of all personnel under the contract at the request of the Government.

l. The Contractor shall ensure that the on-site supervisor, Laborer, Shuttle Driver/Messenger, and Material Handler shall carry a cellular phone with them during business hours so that the COR can reach them at any time.

m. The contractor shall provide a substitute when a regularly assigned employee is absent, on vacation, quits or is terminated. When a regularly assigned employee is absent for any reason, the contractor shall be responsible for having a substitute at the CPSC within two hours after the contractor has received notification of the employee's absence. The substitute shall meet the requirements and qualifications of the position they are covering for. The contractor Supervisor shall immediately inform the CPSC COR of any absences.

9. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT:

a. CPSC will provide some training to Copy Center and Mailroom personnel in the operation and safe use of equipment. Emphasis will be placed on the safe use of the X-ray inspection system in order to recognize suspicious items that may be potentially hazardous/dangerous, and the reporting procedures for suspicious items.

b. The Government shall furnish to the Contractor for use in connection with this contract the materials/equipment listed below:

<u>Locations</u>	<u>Item Description</u>	<u>Quantity</u>
All Contract Employees	Micro Computers	
Copy Center		
	1) Xerox 700IXGC Color	1 each
	2) Xerox 700IXGC B/W	1 each
	3) Xerox D125	1 each
	4) Samson Command Workstation5	1 each
	5) Plastic Binding, Loose Leaf Cutter Systems	1 each
	6) Wire Stitcher, Boston	1 each
	7) Binding System, IBICO EBK21	1 each
	8) Carts (Hand)	
Mailroom		
	1) Pitney Bowes Mailing System	1 each

2) Federal Express Powership System	1 each
3) X-Ray Inspection Unit	1 each
4) GSA and Commercial leased and Agency- Leased Vehicles	3 each
5) Mail Cart	2 each
6) Industrial Scale	1 each

Warehouse/Laborer

1) Hand Held Scanners	5 each
2) Hand Jack (folk-lift type)	1 each
3) Folk Lift	1 each

Shuttle (Driver/Messenger)

1) GSA and Commercial leased and Agency- owned Vehicles	3 each
---	--------

10. PERFORMANCE ASSESSMENT PLAN

a. The services provided by the contractor are summarized into performance objectives which relate directly to mission essential items. The performance thresholds briefly describe the minimum acceptable level of service required for each objective.

Performance Objectives

Performance Thresholds

CUSTOMER SATISFACTION:

Provide dedicated, competent, well Trained, courteous and respectful Employees to interact with the Customers.

Receives no more than one valid complaint per month.

CONTRACTOR RESPONSIBILITY:

Provide qualified staff to perform Support Services outlined herein.

Receives no more than one valid complaint per month.

RESPONSE TIME:

Provide timely response to requests for Support services.

Contract personnel must meet the response time as specified in the request 95% of the time.

SYSTEM OPERATIONS AND PROCEDURES:

Maintain equipment and customer access to support services at all times

Services shall not be closed to agency personnel longer than 30 minutes per day.

REPORTING REQUIRMENTS:

Reports are accurate, complete and Properly formatted in accordance with The delivery schedule provided in the Performance work statement.

Reports are submitted timely 95% of the time. Statistics provided are 100% accurate.

b. REPLACEMENT PERSONNEL:

1) The contractor shall provide a substitute when Replacements within 2 hours 100% of the time. A regularly assigned employee is absent, on vacation, quits or is terminated.

2) If the contractor does not replace/fill a position for an employee within the designated 2 hours as noted in section 10 a. Performance assessment Plan then the monthly fee shall be deducted for each day missed without a replacement (for example if an employee is out sick for 3 days and the contractor does not replace that employee for 3 days then the monthly fee will be deducted for that position for 3 days of work not performed).

3) The COR shall be responsible for monitoring contractor performance and determining valid customer complaints. All performance shall be documented, whether it is acceptable or unacceptable in accordance with the performance assessment plan. Performance shall be monitored on a quarterly basis by site visits, review of CPSC Help Desk Tickets for timely and accurate completion, and review of daily, weekly and monthly reporting statistical information maintained by CPSC and submitted by the Contractor. The COR shall maintain written records of the contractor's performance in accordance with the assigned performance objectives. The COR shall determine if performance thresholds are met.

11. QUALITY CONTROL

The Contractor shall develop and maintain a quality control program to ensure that duties are performed in accordance with the performance work statement and commonly accepted commercial practices. The Contractor shall develop and implement specific procedures to identify, prevent, and ensure non-recurrence of any defective services.

12. JOB DUTIES AND QUALIFICATIONS:

The following positions have been used to fulfill the duties and performance requirements mentioned above. The contractor may propose different job titles in order to meet our requirements.

- a. Library Technician
- b. Laborer
- c. Material Handler
- d. Warehouseman
- e. Copy Operator
- f. Mailroom/Transportation Services

A. Library Technician

- a. General: The Contractor shall provide for a broad and comprehensive Library support function, encompassing all aspects of library operations.
- b. Minimum Qualifications: The Contractor shall provide a qualified and trained library technician in accordance with the qualifications specified below, to perform the tasks specified. Contractor personnel shall:
 - (1) Have one year of practical knowledge of a wide range of technical methods, principles and practices of library work or in-depth experience and training in the

following areas: library regulations, procedures, policies, standardized library rules, and operations.

- (2) Have one year of experience related to library functions such as those used to maintain a library collection, locate information, process library materials, and assist clientele with routine inquiries, including those requiring a working knowledge of on-line search techniques and services.
 - (3) Be able to use Microsoft word, type 50 words a minute; communicate effectively and proficiently in English.
- c. Duties: The Contractor shall perform these tasks on-site at the CPSC Headquarters, using equipment and supplies furnished by the Government. Tasks shall include, but shall not necessarily be limited to, the following:

(1) Maintain CPSC Library Law Collections. The Contractor shall provide accurate and timely maintenance of the CPSC Library collection to facilitate ready access by users to the information resources of the collection as set forth below:

(2) Shelving and Filing Collection Materials: This function includes the shelving of materials removed by users or staff for on-site use, newly processed items for the collection, and materials discharged from circulation; preparation of shelf files and shelf labels as needed to accommodate shelving and filing requirements for periodicals; and shifting the collection as needed to accommodate growth in the collection and improve user access to collection materials.

(3) Maintenance of CD Rom's and Optical Discs: This function includes filing of CD ROM's and optical discs added to the CPSC Library collection, refilling discs, that have been removed for use, the preparation of file drawer labels and file guides as needed to provide ready access to and retrieval of these collections, and the shifting of these materials, as needed to facilitate access to and/or accommodate growth of the disc collection.

(4) Maintenance of Subscription Services: This function includes the filing of loose-leaf publications into binders, the insertion of pocket parts into legal volumes, and the filing of pamphlet updates and supplements to a variety of publications, chiefly legal.

(5) Discard of Materials from the Collection: This function includes the withdrawal of superseded items and other materials from the CPSC Library collection as specified or approved by the COR or a designated representative. Materials to be withdrawn include duplicate copies of non-current periodical issues, periodicals with limited retention periods, loose copies of periodicals and serials replaced by bound volumes, superseded editions of publications, and paper copy of publications replaced by microforms or magnetic media/optical disk. Discarded materials, with a few specified exceptions, shall be placed in boxes for transfer to the Library of Congress Exchange and Gifts Division as required by Federal regulations. Superseded technical directories shall be sent to the Directorate for Field Operations for distribution to CPSC regional offices.

(6) Maintenance of Other Files: The Contractor shall maintain files necessary for tracking activities carried out on-site in the library and for responding to user inquiries in a number of areas. The files shall be updated whenever there is new material to be entered. These areas include

pending orders, outstanding orders, orders received, vendor files, purchase vendor files, claim forms and invoice approved files.

(7) Provide recommendations for acquisition of Library materials to the COR: The Contractor shall make recommendations to the COR to place orders for the acquisition of materials in a variety of media for the CPSC Library collection and for official use of Headquarter and Field offices within the Commission. Materials to be recommended for purchase may include books, pamphlets, microform industry standards, and a variety of subscription services including journals, serials, daily newspapers, loose-leaf services, and magnetic media/optical disks.

(8) Provide cataloging, classification, and bibliographic control of all materials in the CPSC Library law collections.

- a. The Contractor shall provide for the bibliographic integrity of the CPSC Library resources. This involves the indexing, classifying, cataloging, and maintaining of inventory records of all material in the CPSC Library collection. These activities are essential for retrieval of library materials to meet user needs for information.
- b. Maintenance and Updating of All Check-In Records: This function includes searching the card catalog and serial check-in records to determine new title or added volume status of publications on hand, updating Kardex and shelf-list cards, writing call number or title page, indicating title, pulling superseded copies, making check-in records for new titles, adding new titles to appropriate lists (periodicals lists, microforms lists, etc.) and updating data files
- c. Provide processing of information materials for the CPSC Library and law collections and maintenance of collection inventory records.
- d. The Contractor shall support the addition of information resources to the CPSC Library collection by processing all incoming publications, materials, and other items; labeling and stamping of publications added to the collection or re-cataloged; preparing charge-out cards for publications ordered for office use and distributing publications received to appropriate offices; maintaining serial, periodical, microform, and magnetic media/optical disk check-in records, maintaining the card catalog, and conducting an annual inventory of the collection.
- e. Handling Incoming Mail: This function includes the daily opening and sorting of incoming mail, that has been delivered to the Library, date stamping incoming items as required, checking publications received against packing slips and/or invoices, and distributing incoming materials as required or directed.
- f. Preparing Library Materials for the Collection: This function includes the typing and affixing of call number labels as required, removing old labels, pockets, etc., and the property stamping and inserting of specified materials into pamphlet binders.
- g. Maintaining Serial and Periodical Check-in Records: This function involves the recording of data on periodicals and serial publication issues received; indication of shelf location and copy numbers on items checked in as required; claiming of

missing items; distribution of items after check-in as specified; establishing check-in records for new serial titles; and adding new titles to appropriate inventory list.

- h. **Maintain Microform Check-in Records:** This function includes checking microforms received against packing or shipping lists to make sure that all have been received, entering data visible record cards, claiming any missing items, marking microforms appropriately for filing and retrieval, and updating microform holdings database with new holdings information.
- i. **Conduct Annual Inventory of the Collection:** This function includes taking an annual inventory of all cataloged publications, comparing actual holdings against shelf list records, rectifying discrepancies, and withdrawing publications as necessary.
- j. **Perform research tasks and provide assistance to CPSC professionals and administrative staff.**
- k. **The Contractor shall, upon request, provide assistance and guidance to library users conducting research tasks by directing users to appropriate sources of data, including scientific and technical data bases available via the CPSC Library and other local technical libraries such as the Library of Congress, National Library of Medicine, National Academy of Science, National Science Foundation, local medical schools and others; by assisting with and/or conducting searches for information, articles, and other data via these sources. This will require that the library technician possess a working knowledge of local libraries, library data sources, etc., and that the library technician interact with these libraries as necessary to execute inter-library loans and cooperative efforts as appropriate to fulfill the needs of CPSC users.**
- l. **The Contractor shall also recommend to the CPSC COR, as appropriate, various ways to improve CPSC access to necessary data, either via in-house capabilities, subscriptions to outside data sources, and via other local technical libraries as described above. The Contractor shall also recommend, as appropriate, to CPSC ways to improve the efficiency and cost-effectiveness of library operations as a whole, and to manage the hard copy collection and other library resources.**
- m. **The Library Technician shall meet with Commission personnel, as designated by the Commission's COR or Contracting Officer, to discuss immediate problem areas. The Library Technician shall respond within twenty-four (24) hours after notification of problem(s).**
- n. **Provides program assistance to the GCOS FOIA staff by entering all FOIA Requests received in GCOS into the FOIA Tracking application system, FOIAXpress. Assures that all FOIA requests are entered into FOIAXpress as soon as they are received in the office. Reviews all FOIA requests for completeness and contacts requesters to obtain additional information if and when necessary. Using computer spreadsheets, reviews all open FOIA requests on a weekly basis, and if necessary contact program offices to obtain any outstanding responsive FOIA information. Provides guidance and assistance to program office FOIA Liaisons in responding to FOIA Requests in a timely fashion.**

B. Laborer

- 1) General: The Contractor shall provide the laborer services on an ongoing basis for the movement and transportation of furniture, supplies, equipment and provide other related moving, warehousing, and driver services.
 - 2) Contractor employees may be required to use CPSC owned and leased vehicles in the performance of duties.
 - 3) The physical location of Commission buildings in which services under this contract are expected to be utilized are as follows:
 - Consumer Product Safety Commission -Headquarters
4330/4340 East-West Highway, Bethesda, Maryland
 - Laboratory Health Sciences
5 Research Place, Rockville, Maryland; and,
 - Sample Storage Facility/Warehouse
7500 Lindbergh Drive, Gaithersburg, Maryland
 - 4) Additional buildings in the Washington, D.C. metropolitan area may be added at the Government's option based on Commission needs during the term of this contract.
 - 5) The property to be moved is owned by the Government.
- a. Minimum Qualifications: All labor services personnel who perform under this contract must;
- 1) Possess a valid Class B driver's license.
 - 2) Have at least a high school/GED education.
 - 3) Have sufficient skill to perform copy operator duties including the operating of equipment list in section Copy Operator.
- b. Duties: The services to be provided by the Contractor shall include, but are not limited to the following:
- 1) Ensure that all shipping and receiving transactions are properly documented and that quantities and contents are consistent with accompanying documents. Deliver incoming shipments to ordering or receiving offices.
 - 2) Pick up outgoing shipments from shipping office and take to mailroom for proper postage and/or inter-building distribution. After items for shipment are selected, assure that items ready for shipment are properly assembled in the loading area according to information provided on the shipping request. Check the condition of shipping containers prior to loading.

- 3) Packing and/or crating of government property (with Government provided packing materials); disassembly and re-assembly of property, pick-up, loading and transportation of property from and to various locations; in-house delivery to designated room(s) and positioning within that new location; removal of packing and crating materials to a disposal pick-up point within the premises of the Government facility and other duties which are normally included in a complete moving service.
- 4) All non-expendable material handling or moving equipment shall be furnished by the Contractor. Equipment to be provided shall include but not be limited to: protection pads, weight belts, dollies, hand trucks, flatbed or platform trucks, as required. All material handling vehicles used in the interior of buildings must have rubber tired wheels and must be maintained free from grease and dirt.
- 5) The Contractor shall, when necessary, utilize Government provided protective materials (i.e. masonite, plywood, etc.) to protect those portions of building interiors to and from which property is to be moved under this contract, including the interior and outside facing of elevators used in connection with this contract.
- 6) The Contractor shall tape or otherwise protect all filing cabinet drawers (other than locked security files) against opening. The use of steel strapping for this purpose is prohibited, unless corrugated protective material is used to protect the finish of the item being moved.
- 7) All Contractor personnel shall be experienced in the handling or movement of equipment, furniture and other materials and shall perform these duties in an orderly, timely and workmanlike manner. To the maximum extent possible, laborers assigned for this contract shall be the same personnel for the duration of the contract.
- 8) When computers, printers, typewriters, calculators, and other machines of this type are to be moved by the Contractor, the Contractor shall pack the equipment in Government furnished cartons. The Contractor shall use Contractor provided carts for moving this type of equipment. All property must be protected against inclement weather during loading and unloading operations. All property shall be moved in closed vans, trucks or trailers that shall be locked during transit. The CPSC COR may reject any of the Contractor's equipment during a move that may cause scuff marks on floor surfaces or mark walls, in corridors of the building at either present or new locations; or is in such condition that it is not capable of performing the job for which it is intended.
- 9) The Contractor shall provide labor services when requested for the transportation of passengers on official business to and from government buildings and other locations in the Washington D.C. Metropolitan area, including the airports.
- 10) CPSC will not reimburse the Contractor for any traffic violations or parking tickets. CPSC will reimburse metered parking expenses, when Government parking is not available or similar costs which may be incurred in the performance of this contract with the approval of the COR.
- 11) Labor Services personnel may occasionally be required to assist the copy center personnel in performance of their duties during peak workloads in the copy center or during minimum workload periods for the labor personnel. Therefore, the labor services

personnel will be required to have an acceptable level of skill, sufficient to operate both the Xerox 700IXGC and Xerox D125 with an understanding of the available duplicator features, including the ability to clear paper jams, and install fresh photocopying supplies.

- 12) The Contractor's labor personnel shall provide for incidental janitorial service, i.e., trash pick-up, spillage cleanup, vacuuming, etc. The Government shall provide wet vacuum and/or any required equipment for the performance of these requirements.
- 13) Under normal circumstances, the majority of the work will require only two (2) persons. The individual proposed as the laborer shall also be the designated truck driver.

The Laborer services provided at the Rockville, MD, site shall assist the on-site manager with the following duties:

- 1) Assist with the receipt, logs-in, store, shelve, retrieve, and transport samples.
- 2) Assist in maintaining the sample room in a professional, orderly and safe manner so that the integrity of the samples is preserved, samples may be readily shelved and retrieved location of each sample corresponds exactly to the record for the location of the sample.
- 3) Assist with unloading, shipping, storage, shelving, processing incoming shipments, and controls all item of property, equipment, supplies, etc., associated with the Administrative Warehousing Program. Ensure that all shipping and receiving transactions are properly documented and that quantities and contents are consistent with accompanying documentation. Assemble items into groups based on information shown on receiving vouchers, and, as required, segregate materials according to such factors as condition, type of transaction, or property class and routes along appropriate processing lines. Select proper storage locations for items.
- 4) Assist with tagging item on pallets and in bin, bulk, or other storage locations, stacks, palletizes marks, and tag items being stored in the Warehouse according to their use, size, shape, quantity, and possibility of contamination to or from other items. Must be aware of the heights, widths, and weights at which items may be stacked on pallets, in bin and bulk locations to prevent tipping, crushing or other damage.
- 5) Assist with moving items stored in the Warehouse by hand, forklift, hand trucks, dollies and other similar manual equipment to move stock. Skill is required in operating this equipment. Hammers, pliers, and other hand tools are used when opening containers, breaking wire banding, and performing other similar tasks. Frequently lift and carry materials, samples, and equipment that weigh up to 70 pounds.

C. Material Handler Services

a. Minimum Qualifications:

- 1) Must having training and experience in handling chemical ammunitions, explosive, and hazardous materials (i.e., Class C, 2g fireworks).
- 2) Possess a valid Class B driver's license

- 3) Have at least a high school/GED education.
- 4) Be able to read and write in English
- 5) Be able to lift 70 lbs.
- 6) Possess basic computer skills

b. Duties:

- 1) The Contractor shall provide Material Handler services to assist the Distribution Facilities Manager for CPSC nationwide. This includes responsibility for managing, directing, administering and evaluating the sample program and central warehouse on a nationwide basis.
- 2) Contract employee serves as an assistant to the official Sample Custodian for the Commission. Maintains Sample Program in a professional, orderly, and safe manner so that the integrity of the samples is preserved, samples may be readily shelved and retrieved, the location of each sample corresponds exactly to the record for the location of that sample, and that samples, which are fragile, flammable, volatile or otherwise require special hazardous substances handling or storage are so treated. In the absence of the Sample Custodian, manages the program at various sites under secure and approved conditions.
- 3) Provide efficient and effective utilization of general administrative and sample storage space which provides for the protection of all items stored in the administrative and sample warehouse, and special fireworks containers located elsewhere, as well as the safety of any and all persons working at all times so as to allow for access to all items and for unhindered emergency exit from the warehouse in the event of fire or other emergency. Ensures that all Federal, County, and other local codes and ordinances applicable to operations are adhered to, and that violations are immediately brought to on-site supervisor's attention.
- 4) Log, sort, retrieve, and transport of samples from a wide variety of organizations and to a wide variety of destinations, always following procedures as set forth in directives or other policies in place within the Commission.
- 5) Assist the Sample Custodian in analysis and evaluation of the warehouse and ensures that samples are being kept and utilized in the most efficient and advantageous manner.
- 6) Compile a quarterly list of samples that have been held in custody for a period greater than one year to seek Senior Management input as to appropriate updated action.
- 7) Handle hazardous material samples (Class C, 2g fireworks). Responsible for sample disposal/destruction methods of fireworks. Ensure the safety and health of employees and the public as well as the protection of the environment. When disposing of samples, must be a witnessing official to certify their destruction and disposal.

- 8) Use automated tracking system and hand held scanners for official CPSC samples, making critical sample information available on line to all CPSC staff. Insure that bar coded information is entered into the system for each official sample and that all information on sample disposition is maintained in an up-to-date manner.
- 9) Develop detailed plans for the shipping and maintaining of items including shipping, receiving, sorting, and controlling of all items of property, equipment, supplies, etc., associated with the Warehousing program. Ensure that all shipping and receiving transactions are properly documented and that quantities and contents are consistent with accompanying documentation.
- 10) Determine the most economical routing or transportation of shipments made by the Warehouse using parcel post, express, and freight mail, and considers the convenience, dependability, and facilities of mail carriers for rendering special services and other factors or hazards, dependent upon the nature of the particular shipment will be considered.
- 11) Lift and carry heavy objects and expend a considerable amount of physical labor. Equipment such as a fork lift and dollies and carts is provided.

D. Warehouseman Services

a. General:

- 1) The Contractor shall provide a Warehouseman on an ongoing basis for the receipt, log-in, storage/shelving, retrieval, and transport of property and samples.
- 2) Contractor employee shall be required to use CPSC owned and leased vehicles in the performance of duties.
- 3) The physical location of the Warehouse building in which the majority of services shall be performed is 7500 Lindbergh Drive, Gaithersburg, MD. Although work may be required at other locations within the Washington D.C. Metropolitan area based on Commission needs during the term of this contract.
- 4) The property to be received is owned by the Government.

b. Minimum Qualifications: All Warehouse services personnel who perform under this contract must:

- 1) Possess a valid Class B driver's license;
- 2) Have at least an high school/GED education;
- 3) Be able to read and write in English; and,
- 4) Be able to lift 70 lbs.

c. Duties:

- 1) The Warehouseman shall assist the on-site manager of Warehouse/Sample Custodian operations.

- 2) Receive, logs-in, store, shelve, retrieve, and transport samples.
- 3) Assist the on-site Warehouse manager/Sample Custodian in maintaining the sample room in a professional, orderly and safe manner so that the integrity of the samples is preserved, samples may be readily shelved and retrieved location of each sample corresponds exactly to the record for the location of the sample.
- 4) Receive, unload, ship, store, shelve, process incoming shipments, and controls property, equipment, supplies, etc. associated with the Administrative Warehousing Program. Ensure that all shipping and receiving transactions are properly documented and that quantities and contents are consistent with accompanying documentation. Assemble items into groups based on information shown on receiving vouchers, and, as required, segregate materials according to such factors as condition, type of transaction, or property class and routes along appropriate processing lines. Select proper storage locations for items.
- 5) Tag item on pallets and in bin, bulk, or other storage locations, stacks, palletizes marks, and tag items being stored in the Warehouse according to their use, size, shape, quantity, and possibility of contamination to or from other items. Must be aware of the heights, widths, and weights at which items may be stacked on pallets, in bin and bulk locations to prevent tipping, crushing or other damage.
- 6) Move items stored in the Warehouse by hand, forklift, hand trucks, dollies and other similar manual equipment to move stock. Skill is required in operating this equipment. Hammers, pliers, and other hand tools are used when opening containers, breaking wire banding, and performing other similar tasks. Frequently lift and carry materials, samples, and equipment that weigh up to 70 pounds.
- 7) Must possess a valid driver's permit to operate a passenger van for local pick- up and delivery of official samples (sample runs) twice weekly. Make appropriate entries in the sample tracking system to ensure continuous "chain-of-custody" and preserve the integrity of the sample program.

E. Copy Operator Reproduction Services

a. General:

- 1) The Contractor shall provide duplicating/copying services on an ongoing basis at the CPSC Copy Center. The Contractor shall provide one (1) person, whose primary duties shall be performing photocopying, utilizing a microcomputer to perform technical photocopying operations, document scanning, and related duties. If the permanent operator is not available to work, the Contractor shall notify the COR immediately and then provide a substitute operator to maintain the total photocopying work force at one person at all times. Substitutes shall not work more than five (5) consecutive working days without approval of the COR.
- 2) The Copy Center shall be maintained as a secure controlled area and the Contractor shall not permit unauthorized persons to enter. The Contractor shall lock-up the Copy Center areas when unattended.

b. Minimum Qualifications:

- 1) The Contractor shall provide competent personnel (permanent and any substitutes) who can perform a routine level of maintenance or repair, clearing paper jams, and identifying and remedying other problems impeding quality and quantity of production. Contractor personnel shall also have knowledge of quality control techniques that will minimize or eliminate wasted paper.
- 2) All copy operators furnished shall a minimum have received training from Xerox on the V80 and Xerox 700IXGC and D125 duplicators. Their working knowledge of the equipment should include the ability to load paper, clear jams, and produce clear, clean, aligned and colored copies in all formats that the Xerox duplicator can produce. The knowledge and ability to properly operate the collating and stapling functions of the equipment in assembling copying jobs, as well as utilizing other equipment functions is a part of this knowledge.
- 3) The Copy Operator shall have the knowledge and ability to monitor and operate a micro-computer and state-of-the-arts software to process data and perform technical operations involved in transferring electronically sent documents for photocopy, and performs document scanning.

c. Duties:

- 1) The copy operator shall perform, and associated equipment to be used, include but are not necessarily limited to, the following:

<u>EQUIPMENT</u>	<u>TYPE OF SERVICE</u>
(1) Xerox 7001XGC Docucolor Operations	Operator Service & Technical
(2) Xerox 7001XGC B/W Operations	Operator Service & Technical
(3) Xerox D125 Operations	Operator Service & Technical
(4) Samson Command Workstation5 Operations	Operator Service & Technical
(5) Xerox W5865 (7 th Floor)	Operator Service
(6) Xerox W5865 (5 th Floor)	Operator Service
(7) Plastic Binding, Loose Leaf Cutter Systems	Operator Service
(8) Wire Stitcher, Boston	Operator Service
(9) Plastic Binding, Loose leaf binding Systems, IBICO EBK21	Operator Service
(10) Micro Computer	Technical Operations

- 2) The Contractor shall provide minor remedial or corrective maintenance, including adjustments, to ensure continued operation of all walk-up copiers that are located on each floor.

Operator shall follow the equipment manufacturer's recommended procedure for normal maintenance adjustments and supplies.

- a. All copies shall align identically with the original, and make appropriate color adjustments for originals with color print, pictures, graphics, etc.;
- b. Backgrounds shall be clear;
- c. Foreground shall be legible;

3) The Contractor shall ensure that all copies produced by its personnel will meet the following standards of quality:

- d. When required, copies shall be assembled and stapled in the order specified by the initiating office.
- e. All jobs shall be copied two-sided unless otherwise specified.
- f. Copyrighted material shall be reproduced only when specifically approved by the CPSC COR.
- g. Small copy requests, of 45 impressions or less, will not be accepted by the Contractor staff. These small copying jobs will be done by the requestor at one of the walk-up copiers stationed on each floor.
- h. Copy requests (in excess of 45 impressions) will be ordered by CPSC personnel via submission of a CPSC Form 180 (Local Duplicating Service Requisition) to the Copy Center. Copy requests that do not exceed 200 impressions shall be completed by the Contractor in accordance with the priority order procedures specified in the Copy Center Standard Operations Procedures (SOP). Copy requests over 200 impressions, shall be completed by the Contractor within eight (8) working hours after receipt of a CPSC Form 180 by the Copy Center unless waived or extended via separate operative orders by the CPSC COR or the Alternate Project Officer. The Contractor shall telephone requestors to pick up completed jobs.
- i. The Contractor shall refer jobs that are 25,000 or more copies to the CPSC Printing Officer for printing by the Government Printing Office (GPO).
- j. The Contractor shall ensure that all procedures established for the copying of "official use only" and "proprietary information" is adhered to. These procedures are contained in the Copy Center SOP.

4) If, due to operator error or oversight, a job run does not meet the quality standards as defined above, it will be rerun at no expense to the Government. Any regular time or overtime necessary to rerun an unacceptable job will be at no expense to the Government. The cost to rerun the job shall appear as a credit from the Contractor to the Government on the next invoice. The credited amount shall consist of:

- k. the cost of paper;
- l. related machine costs; and

m. the contract hours required to rerun the job.

5) Contractor personnel shall review electronically sent documents, determine equipment setup required for the best quality of copies, initiate changes to document format in order to print document according to sender's instructions, and follow manufacturer's and agency information technology software instructions to send an electronic document from the agency's network environment to Samson Command Workstation5, microprocessor and copier (Xerox7001XGC) for final duplication.

6) No personal papers of any kind shall be reproduced.

7) Serves as backup to the laborer and mail clerk

F. Mailroom/ Transportation Services

a. General Scope: The Contractor shall provide staff to perform the mailroom shipping and receiving and distribution functions, and shuttle driver and messenger services.

b. Minimum Qualifications:

- 1) The Contractor's mail clerk and shuttle driver shall be bonded for \$10,000.00 to handle the Government's mail, which may include Government checks. The Contractor shall provide a copy of each bonding document.
- 2) The Contractor shall provide qualified personnel and replacement personnel during any absences of regular employees for any reason. These persons are expected to perform the responsibilities of the regular staff. The shuttle driver shall be the designated back-up for the mail clerk.
- 3) The Contractor's mail clerk and shuttle driver shall possess a valid MD, D.C. or VA driver's license, have a good driving record (proof required), and demonstrate overall competence in all aspects of motor vehicle operation, basic computer skills and lift up to 70lbs. The mail clerk and shuttle driver shall be familiar with and have a good working knowledge of the Greater Washington D.C. Metropolitan areas, primary and secondary roads and streets, as well as the Capital Beltway. The mail clerk and shuttle driver shall be able to locate all mail stops, product sample stops, ad hoc addresses, and addresses required for pickup or delivery of passengers. Because the driver interacts and transports senior staff to various locations throughout the Metropolitan area, it is imperative that the contractor makes sure he/she possesses professional driving skills and wears professional attire (blazer, tie, dress shirt and slacks) when requested to drive senior staff. The mail clerk and shuttle driver shall be capable of identifying locations within the Washington, D.C. area on a map. The mailroom employees shall be able to speak, read, and write in English. The mail clerk and shuttle driver shall exercise good judgment, such as calling the contract supervisor if a location or delivery point cannot be found.

c. Duties:

- 1) The Contractor shall maintain the mailroom in a neat, orderly and professional manner at all times. Visible areas, drawers, cabinets, shelves and other areas shall be neat, organized and uncluttered.
 - 2) Mailroom staff shall operate the mailroom as a restricted area at all times. There shall be no unofficial business or personal visits in the mailroom at any time. The mailroom shall be attended at all times when open and, when unattended, the door shall be labeled closed and the door shall be locked at all times.
 - 3) Mailroom staff shall process all incoming mail, packages, and parcels, ensuring that they are properly screened using the HI-SCAN 6040A X-RAY inspection system, prior to distribution to recipients. They shall notify the COR regarding any suspicious items noted during scanning.
 - 4) The mailroom staff shall operate the telefacsimile equipment utilized by the Commission, including the programming of the equipment to designate transmission addresses. At present, the Commission is utilizing a Panasonic UF-7200 facsimile machine.
 - 5) The Mailroom Clerk shall be on duty at the CPSC mailroom and shall be responsible for over-all production and quality of work. The Mailroom Clerk shall maintain daily communications with the CPSC COR as necessary to resolve any procedural problems, to report any equipment malfunctions, and to implement such requests or instructions as may affect the operation of the mailroom during the eight-hour working period, as set forth under the terms and conditions of this contract.
 - 6) The Mailroom Clerk shall promptly notify the on-site supervisor in the event he/she cannot arrive by 7:30 a.m. on any given day. The Mailroom Clerk shall maintain stock levels at all times for such essential materials that may be required to efficiently operate and perform maintenance and operative functions. The Mailroom Clerk shall notify the Contractor on-site supervisor or designee when additional supplies are needed.
 - 7) Daily Work Load: Upon arrival, the Mailroom Clerk shall sort all mail left in the mailroom from the previous day. Outgoing mail shall be processed first including all certified mail. All outgoing mail is to be metered according to mailroom procedures for pick up by the Postal Service. Intra-building mail is to be sorted for pick up by Offices and Directorates. Sorting includes "All Employee" or other mass distributions. All mail to the three CPSC regional centers will be consolidated and sent via overnight mail to each of the three centers.
- c. Handling Incoming Mail
- 1) The U.S. Postal Service mail is delivered daily at approximately 1:00 p.m., Monday through Friday. The time may vary depending on the U.S. Postal Service workload and weather conditions. When mail is delivered, the Clerk shall take all the mail sacks and packages into the mailroom. All accountable mail shall be signed by the Clerk at the time of delivery by the Postman. The clerk shall then process all incoming materials through the HI-SCAN 6040 X-RAY inspection system. No material shall be left for scanning until the next day. Nothing shall be distributed to recipients until scanned. Once scanned, the Clerk shall stack boxes out of the way for later sorting and delivery. The

Clerk shall repeat this procedure until all incoming materials are scanned. Once all mail is scanned, the Clerk shall sort the bag mail. The Clerk shall then check and log the accountable mail.

- 2) The Clerk shall sort the mail for CPSC Headquarters by organization for delivery. The mail bins and mail carts are labeled with the organizational code of the Office or Directorate(s) serviced. The room number (mail stop) of that Office or Directorate is also stated on the label.
 - 3) When sorting the mail, the Clerk shall pay close attention to the Division name as well as the room number. For instance, if an article comes in for the Division of Technical Services, Room 839 put it in the bin marked IIS Room 839 because it is the central point for that mail. If an article is received with only the name of an individual, but not his/her Division or Room number, the Clerk shall refer to the CPSC Directory for the Division and Room number. Envelopes identified as "Routine Mail" are to be opened and the contents are to be distributed according to the route slips that are attached to the material enclosed in the envelope.
- d. Handling of Outgoing Mail - If these procedures change because of changing U.S. Postal Service requirements or for any other reason, the COR will so instruct the Contractor on-site supervisor and revised procedures will be discussed and implemented.
- 1) The Clerk shall adhere to procedures outlined in the Mailroom Standard Operating Procedure (SOP), for operating and securing mail metering equipment. The Clerk shall be responsible for preparing and sending out Official mail for the Commission. The Clerk shall not process personal mail. The mail is picked up and delivered daily by the U.S. Postal Service at approximately 1:00 p.m. The time may vary due to workload and weather conditions.
 - 2) The Clerk shall ship all mail, with the exception of boxes, in mail trays. No order or pre-sort is required.
 - 3) The following is a brief description of the uses and rules regarding the different classes of mail utilized:
 - i. The Clerk will check all CPSC Headquarters outgoing correspondence to ensure that sender's routing symbol is included on the envelope's return address.
 - ii. The Clerk shall process all outgoing mail pieces in accordance with the rates that are outlined in the Standard Operating Procedures (SOP).
 - iii. Stop 300 or Superintendent, Office of Misdirected Mail Services (Sup's. OMMS) is for misdirected mail. If the misdirected mail has the CPSC zip code (20207) it must be crossed out before depositing it in the sack. If the misdirected mail is for a person who formerly worked for CPSC, check the forwarding address list over the sack rack, if there is no position title and/or organizational address. If the forwarding address is not listed, the Clerk shall draw a line through the address and item shall be stamped "RETURN TO SENDER." The reason for returning the items shall also be stated (Moved - Left No Forwarding Address, or NFA for short). If the

forwarding address is listed, the incorrect address shall be crossed out and the correct address stated. Certified Mail may be returned in this manner but misdirected Registered Mail shall be returned by Registered Mail to the Register Section of the Main Post Office.

e. Handling Incoming Certified and Registered Mail

- 1) Upon delivery of the Certified/Registered Mail by the Postal Service, the PS Form 9115 shall be signed by the Clerk.
- 2) The Clerk shall return excess sacks and locks to the Post Office by putting them in a sack of outgoing mail.
- 3) For Certified/Registered mail, the mail clerk shall complete a PS Form 3854 that lists the Certified/Registered numbers. The Clerk shall inspect each article and ensure that it is listed on the PS Form 3854. If there is a discrepancy in the listing, the Clerk shall note the correct numbers on the PS Form 3854. Registered mail that is received erroneously shall be returned to the Registered Section of the Mail Post Office, 900 Brentwood Road, N.E., Washington, D.C. 20018, via Registered Mail. The PS Form 3854 shall be filed under "Registered Dispatch Receipts."
- 4) The Clerk shall log in each article in the appropriate book by noting the Certified/Registered number, the date, the time, and his/her signature. The Clerk shall call each recipient to notify them of the item to be picked up. The Clerk shall require the addressee or someone in the addressee's office to sign the log book upon receipt. The receipt card (PS Form 3811), which is attached to each article, shall also be signed and dated by the recipient. The receipt card shall be returned to the sender. The log book shall be locked up in the file cabinet at the end of the work day.

f. Handling Outgoing Certified Mail

- 1) The Clerk shall be responsible for securing the Certified Mail book in the file cabinet and locking the cabinet at the end of each work day.
- 2) Each piece of Certified mail shall be assigned a number from the FIRM Mailing Book for Certified Mail, PS Form 3877 (in triplicate). The Clerk shall issue the number following the one last issued. The Certified numbers for the Commission are 92000 through 92499. Once 92499 are issued, start again with 92000. Next to the number being issued, the Clerk shall write the name and address of the person to receive the article and date. The Clerk shall stamp the face of the article with the certified stamp and include the certified number below it.
- 3) Certified mail shall be deposited in the appropriate mail tray according to size. Once the receipt card is received back in the mailroom, the Clerk shall place a check mark in the right hand column of the number that was issued and shall return the receipt card to the sender.

g. Handling Outgoing Express Overnight Mail Delivery Service

The Clerk shall prepare orders for Express Overnight mail service each afternoon by 4:30 p.m. The Clerk shall retain and file a receipt for each piece shipped. The Clerk shall only accept items for Express Overnight mail that have been signed by the designated CPSC Authorizing Official in the shipper's signature area of each shipping label. The mail will be left for pickup in the area of the customer pick up window.

h. Incoming Express Mail

- (a) Express Mail requires a signature upon delivery to the Mailroom. The packages shall be logged into the log book marked Express Mail. The serial number assigned to the package, the date and time of receipt and the signature of the employee logging the information shall be recorded.
- (b) Upon delivery to the addressee, the Clerk shall require the addressee or a person in the addressee's office to sign the Mail Receipt log book accepting receipt. The Clerk shall notify the recipient of Express packages as soon as possible after receipt in the mailroom.

i. Commercial Parcel Carriers: Commercial Parcel Carriers and mail couriers deliver packages to mailroom, mailroom clerk verifies packages and signs carriers tracking device. Mailroom clerk scans packages for content, notifies me of anything suspicious. Mailroom clerk scans package in the send suite system with handheld scanner. Packages are delivered to the appropriate offices and the handheld scanner is signed by the person receiving the packages. Packages are not to be delivered without a signature. Packages are brought back to the mailroom until a signature can be obtained.

j. Orders for Postal and Office Supplies: To order additional mail trays or return receipt forms (PS Form 3877); the mail Clerk shall contact the Post Office Customer Services Department.

k. Telecommunications

- (a) The Clerk shall be responsible for the coordination, recording and transmission of tele-facsimile messages. The Clerk shall receive message transmission requests from CPSC staff with appropriate approval on CPSC form 285. The Clerk shall check each CPSC Form 285 (Message Transmission request) to ascertain that all information is included. The Clerk shall telefax (send) the messages to the designated location(s) via the government furnished equipment.
- (b) The Clerk shall retrieve incoming messages from the automated telefax equipment and promptly notify the receiving office. The Clerk shall promptly notify the Contractor on-site Supervisor of any breakdown in the equipment. The Contractor on-site Supervisor will notify the CPSC COR.
- (c) The Clerk shall ensure that the special procedures established for the transmittal and receipt of official and proprietary information via facsimile are adhered to. These procedures are outlined in the Standard Operating Procedures (SOP) provided to the Clerk.

G. Shuttle Driver/Messenger Duties:

The Contractor shall provide a Shuttle Driver/ Messenger. Duties shall include, but shall not necessarily be limited to the following:

- 1) The Contractor shall provide pick-up, transport and delivery during the daily scheduled mail trip(s) or upon request of the COR of the following:
 - Official U.S. Postal Service Mail;
 - Inter-office Mail;
 - CPSC Product Samples;
 - Passengers; and,
 - Recycling boxes at the Laboratory Site.
- 2) In the event the Shuttle Driver/Messenger is unable to perform these tasks for any reason, the contractor shall provide replacement staff to perform these tasks.
- 3) Official U.S. Postal Mail and Inter-office Mail shall be picked up and delivered to various locations, as identified below.
- 4) Product samples shall be picked up from and/or delivered to three possible metropolitan locations as follows:
 - One (1) at the CPSC Headquarters;
 - One (1) at the CPSC Engineering Laboratory; and,
 - One (1) at the CPSC Sample/Warehouse Facility on a schedule, as provided by the CPSC COR.
- 5) Passengers shall be picked up from and delivered to various locations, as needed, upon request of the CPSC COR. The Shuttle Driver/Messenger shall take all necessary precautions to ensure the safety of passengers, mail, and product samples.
- 6) The Shuttle Driver/Messenger shall ensure that the product samples are in a securely sealed container (i.e. boxed/padded envelope and taped) upon receipt from the transferor and that they are protected from weather, damage or loss and are delivered in good condition to the transferee.
- 7) The Shuttle Driver/Messenger shall sign and/or complete or cause to be signed and/or completed by both the transferring and receiving parties, as appropriate, either CPSC form #134, Mail/Shuttle Sample Transfer Form, logs, receipts, delivery notices, records, journals or any other system of tracking required by CPSC.
- 8) The Shuttle Driver/Messenger shall utilize the following Government Furnished Supplies, Materials, and Equipment, as appropriate to pick up product samples and transport to and from vehicle:
 - push cart;
 - flatbed cart;
 - mail cart; and,
 - hand truck

- 9) Product samples shall always be secured to prevent tampering and shall never be left unattended if not secured.
- 10) The described pick-up and delivery services shall be executed under the CPSC Standard Operating Procedures (SOP) for the Mailroom. However, the CPSC COR retains the right to reschedule, modify, superimpose, or eliminate any pick-up or delivery order or portion thereof. Such rescheduling or redirecting may be done without prior notice.
- 11) The Contractor shall provide messenger service via a morning trip and an afternoon trip between the Consumer Product Safety Commission and other locations (with estimated frequencies) as set forth below:

a.	Bethesda Office (B) Mailroom, 4340 East-West Highway	Point of Origin
b.	Laboratory Sciences 5 Research Place Rockville, Maryland	Daily A.M.
c.	Warehouse (CC) Sample Storage Facility 7500 Lindbergh Drive Gaithersburg, Maryland	Daily A.M.
d.	Office of Personnel Mgmt. 1900 E. Street, N.W. Washington, D. C. (Various Offices)	Monthly P.M.
e.	General Accounting Office 441 G Street, N.W. Washington, D.C.	Monthly P.M.
f.	U.S. Government Printing Office North Capitol & H Street, N.E. Washington, D.C.	Daily P.M.
g.	Federal Register Office 800 North Capitol St., N.W. 7th Floor, Suite Washington, D.C.	Weekly P.M.

- 12) The following is a daily schedule for the shuttle driver, but is subject to change with prior notification:

LOCATION

TIME LEAVING LOCATION

Bethesda

8:35 a.m.

Laboratory Sciences Division of Engineering & Division of Chemistry	9:25 a.m. to 10:00 am
CPSC Warehouse	10:30 a.m.
DELIVERY OF PACKAGES & COMMISSIONERS' MAIL	11:00 a.m. to 12:00 noon
LUNCH BREAK	30 minutes
Bethesda	1:00 p.m.
Deliver & Pick-up at OPM, to GAO, GPO, Post Office	1:00 p.m. to 2:00 p.m.
DELIVERY OF PACKAGES & COMMISSIONERS' MAIL	2:30 p.m. to 3:00 p.m.
SPECIAL MESSENGER DELIVERIES	3:00 p.m. to 4:00 p.m.

- 13) The Shuttle Driver/Messenger shall leave all mail items that are not delivered for any reason in the mailroom at the end of each delivery schedule. Mail from the previous work days shall be picked up at 8:30 a.m. the following work day and delivered as addressed.
- 14) The Shuttle Driver/Messenger shall be responsible for the delivery of CPSC Commissioner's mail and miscellaneous packages directly to their offices at times prescribed by the COR. In the event the messenger is unable to perform this task for any reason, the Mail Clerk shall perform tasks as required.
- 15) The Shuttle Driver/Messenger shall be responsible for the delivery of general CPSC mail, miscellaneous packages and Product Samples to the appropriate off-site locations, as required by the COR. These deliveries are not covered during the regularly scheduled mail runs. In the event the messenger is unable to perform this task for any reason, the Mail Clerk shall perform tasks as required.
- 16) The Shuttle Driver/Messenger shall, upon request from CPSC, appear in court. The purpose would be to provide testimony on, while in the possession of the Shuttle Driver/Messenger, the chain of custody for Official CPSC samples, Standard Operating Procedures for handling and delivery of product samples and sample integrity. The pay rate for this requirement shall be the same as Shuttle Driver/Messenger. The Contractor shall be able to contact each employee who has served as the Shuttle Driver/Messenger(s) for up to two years after the services are terminated with the Contractor.

- 17) The Shuttle Driver/Messenger shall, upon return from a product sample delivery run, immediately report to the Contractor on-site supervisor the non-delivery of any product samples.
- 18) The Contractor shall not be required to transport hazardous materials such as fireworks.

End

13. LOCAL CLAUSES

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 – Iris Parks Email: IParks@cpsc.gov Tel 301-504-7078

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 or 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:

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

OR

Via email to:

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

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, 405-954-1693.

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 Caleb Pierce at 405-954-1693 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: Rudi Murray-Johnson Contract specialist at (301) 504-7028

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: Mrs. Iris Parks
Division: Facilities Support Services
Telephone: 301-504-7078
Email: iparks@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 10 Background Security Checks performed by the Contractor

a. All Contractor employees proposed and/or presently in service under this contract and any new Contractor employees to be utilized for performance of this contract may be subjected to background checks. Information regarding background and security checks to be performed on personnel shall be included with the proposal and contract award. These checks shall be performed at Contractor expense. The results of such checks shall be provided to the Government.

b. Identical background and security checks shall also be performed on new or substitution personnel prior to entering into service under this contract.

c. By execution of this contract, the Contractor certifies none of the employees working under this contract have been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.

d. The Government reserves the right to remove from service any Contractor employee for any of the following:

- (1) Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.
- (2) Falsification of information entered on security screening forms or other documents submitted to the Government.
- (3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.
- (4) Any behavior judged to pose a threat to personnel or property.

e. Failure by the contractor to comply with the terms of this clause may result in termination of the contract.

LC 11 Background Security Checks performed by CPSC

a. All Contractor employees proposed and/or presently in service under this contract and any new Contractor employees to be utilized for performance of this contract may be subjected to a National Agency Check and Inquiry (NACI). These background checks will be performed at Government expense.

b. The Contractor shall, upon request of the Commission, provide whatever information is necessary about each employee to facilitate the performance of this check. This information shall be provided at the expense of the Contractor.

c. If a background check on employees is deemed to be necessary on employees, it will be performed as soon as practicable prior to their performance or after they enter into service.

d. Background checks will be updated as determined to be necessary by CPSC.

e. By execution of this contract, the Contractor certifies none of the employees working under this contract have been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.

f. The Government reserves the right to remove from service any Contractor employee for any of the following:

- (1) Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.
- (2) Falsification of information entered on security screening forms or other documents submitted to the Government.
- (3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.
- (4) Any behavior judged to pose a threat to personnel or property.

g. Failure by the contractor to comply with the terms of this clause may result in termination of the contract

(End of clause)

LC 30 Security and Personal Identity Verification Procedures

a. The performance of this contract requires contractor employees to have access to CPSC facilities and/or systems. In accordance with Homeland Security Presidential Directive-12 (HSPD-12), all such employees must comply with agency personal identity verification (PIV) procedures. Contractor employees who do not already possess a current PIV Card acceptable to the agency shall be required to provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check prior to being permitted access to any such facility or system. CPSC may accept PIV issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to a CPSC facility or system without approval under the PIV process.

b. Contracted employees must meet the following citizenship requirements:

1. A United States (U.S.) citizen; or,
2. A national of the United States (see 8. U.S.C. 1408); or,
3. An alien lawfully admitted into the United States for permanent residence as evidenced by an alien Registration Receipt Card form I-151

c. Within five (5) days after contract award, the contractor shall provide a list of contracted personnel, including full name, social security number, and place (city and state) and date of birth to the designated Contracting Officer's Representative (COR). This information will be used to determine whether personnel have had a recent Federal background investigation and whether or not further investigation is required.

d. For each contractor employee subject to the requirements of this clause and not in possession of a current PIV Card acceptable to CPSC, the contractor shall submit the following properly-completed forms: Electronic Standard Form (SF) 85 or 85-P, "Questionnaire for Non-sensitive Positions", SF (87) Fingerprint Chart, Optional Form (OF) 306 and a current resume. The SF-85 is available from the Office

of Personnel Management's (OPM) secure website. The CPSC Office of Human Resources will provide the COR with the other forms that are not obtainable via the internet.

e. The contractor shall complete the electronic security form and deliver the other completed forms indicated in paragraph d above to the COR within five (5) days of written notification from the COR of those contractor employees requiring background investigations.

f. Upon completion of the investigation, the COR will notify the contractor in writing of all investigation determinations. If any contractor employees are determined to be unsuitable to be given access to CPSC, the contractor shall immediately provide identical information regarding replacement employees. The contractor is responsible for providing suitable candidates and fulfilling staffing requirements under the contract so that there is no break in service. This approval process applies to contract start up and any required replacement personnel. Failure to prequalify potential replacement personnel will not serve as an excuse for failure to provide performance. Non performance due to failure to provide suitable contractor employees may result in a Termination for Cause or Default.

g. CPSC will issue a PIV Card to each on site contractor employee who is to be given access to CPSC facilities and systems. The employee will not be given access prior to issuance of a PIV card. CPSC may revoke a PIV Card at any time if an investigation or subsequent investigation reveals that the personnel are unsuitable.

h. PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a CPSC facility, and shall present cards for inspection upon request by CPSC officials or security personnel. The contractor shall be responsible for all PIV Cards issued to the contractor's employees and shall immediately notify the COR if any PIV card(s) cannot be accounted for.

i. CPSC shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to CPSC facilities and systems. The COR will notify the contractor immediately when CPSC has determined that an employee is unsuitable or unfit to be permitted access. The contractor shall immediately notify such employee that he/she no longer has access, shall remove the employee and shall provide a suitable replacement in accordance with contract requirements and the requirements of this clause.

j. By execution of this contract, the contractor certifies that none of the employees working under this contract have been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years. During contract performance the contractor shall immediately notify CPSC if one of its employees working under this contract has been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five years.

k. The Government reserves the right to have removed from service any Contractor employee for any of the following:

1. Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.

2. Falsification of information entered on security screening forms or other documents submitted to the Government.

3. Improper conduct during performance of the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.

4. Any behavior judged to be a threat to personnel or property.

l. The COR shall be responsible for proper separation of contracted employees at the Consumer Product Safety Commission. The COR shall ensure that each contractor employee completes CPSC's official out processing procedures. The contracted employee shall report to the CPSC Facilities Security Specialist to obtain a Contractor Employee Accountability and Clearance Record. This record shall be completed as part of the official out-processing procedures and returned along with the PIV card, key fobs, keys and any other previously issued material.

m. Contractor employees shall comply with applicable Federal and CPSC statutes, regulations, policies and procedures governing the security of the facilities and system(s) to which the contractor's employees have access.

n. Failure on the part of the contractor to comply with the terms of this clause may result in termination of this contract for cause or default.

o. The contractor shall incorporate this clause in all subcontracts.

(End of Clause)

LC 13 Insurance

a. In accordance with the Federal Acquisition Regulation (FAR), Subparts 28.301 and 28.307-2, and Clause 52.228-5 of this contract entitled "Insurance-Work on a Government Installation," the Contractor shall at its own expense provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance set forth below:

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

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

(3) Automobile liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Insurance Clause. The Contractor shall present evidence of insurance coverage in Compliance with (1), (2) and (3) above within fifteen calendar days of award.

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 projected 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.

LC 32 Standards of Conduct

1. Government contractors must conduct themselves with the highest degree of integrity and honesty. Contractors shall have standards of conduct and internal control systems that:

- a. Are suitable to the size of the company and the extent of their involvement in Government contracting,
- b. Promote such standards,
- c. Facilitate timely discovery and disclosure of improper conduct in connection with Government contracts, and
- d. Ensure corrective measures are promptly instituted and carried out.

2. By submitting a proposal in response to this solicitation and under award of any resultant contract, the Contractor agrees to employ standards of conduct and internal control systems, which shall include, but are not necessarily limited to the following.

The contractor shall provide, for all employees:

- a. A written code of business ethics and conduct and an ethics training program
- b. Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with standards of conduct and the special requirements of Government contracting;
- c. A mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
- d. Internal and/or external audits, as appropriate;
- e. Disciplinary action for improper conduct;
- f. Timely reporting to appropriate Government officials of any suspected or possible violation of law in connection with Government contracts or any other irregularities in connection with such contracts; and
- g. Full cooperation with any Government agencies responsible for either investigation or corrective actions.

h. A copy of the written code of ethics and information regarding the above shall be made available to the Government upon request.

End of Clause

LC 33 Contractor Personnel

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.

14. CONTRACT CLAUSES AND PROVISIONS

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015)

(a) *Definitions.* As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect cost.

“Month of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause required the disclosure of classified information.

(d)

(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first tier subcontract. (The Contractor shall follow the instruction at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <https://www.fsrs.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$30,000 to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)

(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

52.212-4 Contract Terms and Conditions—Commercial Items. (May 2015)

(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 reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. 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 Governmentwide 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 41 U.S.C. chapter 71, Contract Disputes. 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) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) 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.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) 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.

(m) 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. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) 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.

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

(q) 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.

(r) 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. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations 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.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial (Mar 2016)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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 check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

x (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved].

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (JAN 2011) of 52.219-4.

___ (13) [Reserved]

- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Oct 2015) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

- __ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Oct 2015) of 52.223-13.
- __ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of 52.223-14.
- __ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- __ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Jun 2014) of 52.223-16.
- __ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- __ (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- __ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- __ (ii) Alternate I (May 2014) of 52.225-3.
- __ (iii) Alternate II (May 2014) of 52.225-3.
- __ (iv) Alternate III (May 2014) of 52.225-3.
- __ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- __ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- __ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- __ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- __ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- __ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(l)).
- _x_ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

 (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

 (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

 (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

 (ii) Alternate I (Apr 2003) of 52.247-64.

(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.]

 X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

 X (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

 X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

 X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

 (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

 (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

 (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

 X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

 (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

 (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) 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)

52.216-18 Ordering. (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 1, 2016 through September 30, 2017.

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

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

(End of clause)

52.216-19 Order Limitations. (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$250.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$900,000.00;

(2) Any order for a combination of items in excess of \$1,500,000; or

(3) A series of orders from the same ordering office within six (6) months that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2017.

(End of clause)

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 fifteen (15) days prior to contract expiration.

(End of clause)

52.217-9 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 fifteen (15) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

52.219-11 Special 8(a) Contract Conditions. (Feb 1990)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegate to the Consumer Product Safety Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Consumer Product Safety Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Consumer Product Safety Commission.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the Consumer Product Safety Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

52.219-12 Special 8(a) Subcontract Conditions. (Feb 1990)

(a) The Small Business Administration (SBA) has entered into Contract No.CPSC-D-16- with the Consumer Product Safety Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The RDW Consulting, hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. CPSC-D-16- for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the Consumer Product Safety Commission with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the Consumer Product Safety Commission.

(4) That it will notify the Consumer Product Safety Commission Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Consumer Product Safety Commission.

(End of clause)

52.228-5 Insurance—Work on a Government Installation. (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.232-18 Availability of Funds. (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year. (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30, 2017. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2017, until funds are made available to the Contracting Officer for performance

and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (Dec 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End Clause)

52.245-1 --Government Property (Apr 2012)

(a) Definitions. As used in this clause—

“Cannibalize” means to remove parts from Government property for use or for installation on other Government property.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

- (1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;
- (2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and
- (3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

“Contractor's managerial personnel” means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor's business;

- (2) All or substantially all of the Contractor's operation at any one plant or separate location; or
- (3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

“Loss of Government Property” means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to—

- (1) Items that cannot be found after a reasonable search:
- (2) Theft:
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Production scrap” means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Unit acquisition cost” means—

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied generally accepted accounting principles.

(b) Property management.

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized

means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) Use of Government property.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.*

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance;
or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems.*

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (*e.g.*, stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

- (1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition) and other data elements as necessary and required in accordance with the terms and conditions of the contract.
- (2) Quantity received (or fabricated), issued, and balance-on-hand.
- (3) Unit acquisition cost.
- (4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).
- (5) Unit of measure.
- (6) Accountable contract number or equivalent code designation.
- (7) Location.
- (8) Disposition.
- (9) Posting reference and date of transaction.
- (10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability.* The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
- (2) The data elements required under paragraph (f)(1)(iii)(A) of this clause.
- (3) Quantity.
- (4) Accountable contract number.
- (5) A statement indicating current or future need.
- (6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.
- (7) All known interests in commingled material of which includes Government material.
- (8) Cause and corrective action taken or to be taken to prevent recurrence.
- (9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.
- (10) Copies of all supporting documentation.
- (11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when—

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.*

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) *Systems analysis.*

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administer and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible. Standard Form 1428.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) *Predisposal requirements.*

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules.*

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as

directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report—

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) Submission requirements.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections.* The Plant Clearance Officer may—

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage.*

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) *Disposition instructions.*

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall

remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

Service Contract Act

This contract is subject to the Service Contract Act of 1965, as amended, which is hereby incorporated by reference.

Wage Determination

The wage determination Number 2015-2103, Revision 2, dated 12/29/2015 is hereby incorporated in this Request for Quotation (RFQ) and is hereby made apart of the resultant contract.