

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1 REQUISITION NUMBER REQ-4200-16-0048		PAGE OF 1 6	
2. CONTRACT NO GS-07F-0564X		3 AWARD/EFFECTIVE DATE 09/15/2016		4 ORDER NUMBER CPSC-F-16-0092		5 SOLICITATION NUMBER CPSC-Q-16-0070	
7. FOR SOLICITATION INFORMATION CALL:		a NAME Renita Smith		b. TELEPHONE NUMBER (No collect calls) 301-504-7045		8. OFFER DUE DATE/LOCAL TIME 08/24/2016	
9. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814				10 THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR			
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM IAWCS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS			
11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12 DISCOUNT TERMS Net 30		13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b RATING	
15 DELIVER TO CONSUMER PRODUCT SAFETY COMMISSION DIRECTORATE FOR LABORATORY SCIENCES ROCKVILLE CAMPUS 5 RESEARCH PLACE ROCKVILLE MD 20850				16 ADMINISTERED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814			
17a CONTRACTOR/OFFEROR AGILENT TECHNOLOGIES INC 2850 CENTERVILLE ROAD WILMINGTON DE 19808-1610		17b CODE		18a PAYMENT WILL BE MADE BY CPSC Accounts Payable Branch AMZ 160 P. O. Box 25710 Oklahoma City OK 73125		18b CODE FMPS	
TELEPHONE NO				18c CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
19b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				19c SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	DUNS Number: Contracting Officer's Representative (COR): Matthew Roemer Email: mroemer@cpsc.gov Tel: (301)987-2093 Quotation Numbers: 5000309391 5000309397 5000309398 5000309399 5000309460 (Use Reverse and/or Attach Additional Sheets as Necessary)						
25 ACCOUNTING AND APPROPRIATION DATA 0100A16ADS-2016-2401300000-EXHR004200-257B0						26. TOTAL AWARD AMOUNT (For Govt Use Only) \$53,628.00	
<input type="checkbox"/> 27a SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4 FAR 52 212 3 AND 52 212-5 ARE ATTACHED				ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212 5 IS ATTACHED				ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 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.				<input type="checkbox"/> 29 AWARD OF CONTRACT 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) 			
30b NAME AND TITLE OF S'GNER (Type or print) David Nix - Contracts Manager		30c DATE SIGNED 09/19/2016		31b NAME OF CONTRACTING OFFICER (Type or print) Cassandra C. Sterba		31c DATE SIGNED 9-19-16	

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19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	<p>Contractor shall provide preventative maintenance and unlimited on-site repair services (including travel, parts and labor) on the following analytical laboratory instruments in accordance with the attached Statement of Work.</p> <p>Base Period: September 22, 2016 - September 21, 2017</p>				
0001	<p>Agilent 5975/7890 GC/MS (2009) US91732715 5975 inert XL MSD Perf Turbo EI Mnfr. G31A7773 Ion Gauge Controller for use w/5975MSD US10925009 Agilent 7890A Series GC Custom US10923008 Controller XCD 99410578 Vacuum Pump SCD-oil US10903001 Sulfur Chemiluminescence Detector US10003885 SCD Burner</p>	12	MO	1,081.00	12,972.00
0002	<p>Agilent 5977/7890 GC/MS (2015) US1515L429 5977A Inert MSD EI Turbo Pump US15170518 7693A Tray, 150 Vial US15140164 7693A Autoinjector US15150166 7693A Autoinjector US15123016 Agilent 7890B Series GC Custom</p> <p>Continued ...</p>	12	MO	863.00	10,356.00

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 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR 36. PAYMENT 37. CHECK NUMBER

PARTIAL FINAL COMPLETE PARTIAL FINAL

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
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NAME OF OFFEROR OR CONTRACTOR
 AGILENT TECHNOLOGIES INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	Agilent 5977/7890 GC/MS (2014) US1438L419 5977A Inert MSD El Turbo Pump US14370057 7693A Autoinjector US14360459 7693A Tray, 150 Vial US14383032 Agilent 7890B Seried GC Custom CN14340048 7697A Headspace Sampler, 12 Vial	12	MO	1,158.00	13,896.00
0004	Agilent GC Micro 490 and 790 System GC1104B615	12	MO	452.00	5,424.00
0005	Agilent 5100 VDV ICP-OES Spectrometer AU14480068 9 (2015) 081378A520 Cetac Autosampler First Option Period: September 22, 2017 - September 21, 2018	12	MO	915.00	10,980.00
0006	Agilent 5975/7890 GC/MS (2009) US91732715 5975 inert XL MSD Perf Turbo EI Mnfr. G31A7773 Ion Gauge Controller for use w/5975MSD US10925009 Agilent 7890A Series GC Custom US10923008 Controller XCD 99410578 Vacuum Pump SCD-oil US10903001 Sulfur Chemiluminescence Detector US10003885 SCD Burner Amount: \$12,972.00 (Option Line Item)	12	MO	1,081.00	0.00
0007	Agilent 5977/7890 GC/MS (2015) US1515L429 5977A Inert MSD El Turbo Pump US15170518 7693A Tray, 150 Vial US15140164 7693A Autoinjector US15150166 7693A Autoinjector US15123016 Agilent 7890B Series GC Custom Amount: \$10,356.00 (Option Line Item)	12	MO	863.00	0.00
0008	Agilent 5977/7890 GC/MS (2014) US1438L419 5977A Inert MSD El Turbo Pump US14370057 7693A Autoinjector US14360459 7693A Tray, 150 Vial US14383032 Agilent 7890B Seried GC Custom CN14340048 7697A Headspace Sampler, 12 Vial Amount: \$13,896.00 (Option Line Item) Continued ...	12	MO	1,158.00	0.00

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
AGILENT TECHNOLOGIES INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0009	Agilent GC Micro 490 and 790 System GC1104B615 Amount: \$5,424.00 (Option Line Item)	12	MO	452.00	0.00
0010	Agilent 5100 VDV ICP-OES Spectrometer AU14480068 9 (2015) 081378A520 Cetac Autosampler Amount: \$10,980.00 (Option Line Item)	12	MO	915.00	0.00
	Second Option Period September 22, 2018 - September 21, 2019				
0011	Agilent 5975/7890 GC/MS (2009) US91732715 5975 inert XL MSD Perf Turbo EI Mnfr. G31A7773 Ion Gauge Controller for use w/5975MSD US10925009 Agilent 7890A Series GC Custom US10923008 Controller XCD 99410578 Vacuum Pump SCD-oil US10903001 Sulfur Chemiluminescence Detector US10003885 SCD Burner Amount: \$12,972.00 (Option Line Item)	12	MO	1,081.00	0.00
0012	Agilent 5977/7890 GC/MS (2015) US1515L429 5977A Inert MSD EI Turbo Pump US15170518 7693A Tray, 150 Vial US15140164 7693A Autoinjector US15150166 7693A Autoinjector US15123016 Agilent 7890B Series GC Custom Amount: \$10,356.00 (Option Line Item)	12	MO	863.00	0.00
0013	Agilent 5977/7890 GC/MS (2014) US1438L419 5977A Inert MSD EI Turbo Pump US14370057 7693A Autoinjector US14360459 7693A Tray, 150 Vial US14383032 Agilent 7890B Series GC Custom CN14340048 7697A Headspace Sampler, 12 Vial Amount: \$13,896.00 (Option Line Item)	12	MO	1,158.00	0.00
0014	Agilent GC Micro 490 and 790 System GC1104B615 Amount: \$5,424.00 (Option Line Item)	12	MO	452.00	0.00
	Continued ...				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
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5 6NAME OF OFFEROR OR CONTRACTOR
AGILENT TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0015	Agilent 5100 VDV ICP-OES Spectrometer AU14480068 9 (2015) 081378A520 Cetac Autosampler Amount: \$10,980.00 (Option Line Item) Third Option Period September 22, 2019 through September 22, 2020	12	MO	915.00	0.00
0016	Agilent 5975/7890 GC/MS (2009) US91732715 5975 inert XL MSD Perf Turbo EI Mnfr. G31A7773 Ion Gauge Controller for use w/5975MSD US10925009 Agilent 7890A Series GC Custom US10923008 Controller XCD 99410578 Vacuum Pump SCD-oil US10903001 Sulfur Chemiluminescence Detector US10003885 SCD Burner Amount: \$12,972.00 (Option Line Item)	12	MO	1,081.00	0.00
0017	Agilent 5977/7890 GC/MS (2015) US1515L429 5977A Inert MSD EI Turbo Pump US15170518 7693A Tray, 150 Vial US15140164 7693A Autoinjector US15150166 7693A Autoinjector US15123016 Agilent 7890B Series GC Custom Amount: \$10,356.00 (Option Line Item)	12	MO	863.00	0.00
0018	Agilent 5977/7890 GC/MS (2014) US1438L419 5977A Inert MSD EI Turbo Pump US14370057 7693A Autoinjector US14360459 7693A Tray, 150 Vial US14383032 Agilent 7890B Series GC Custom CN14340048 7697A Headspace Sampler, 12 Vial Amount: \$13,896.00 (Option Line Item)	12	MO	1,158.00	0.00
0019	Agilent GC Micro 490 and 790 System GC1104B615 Amount: \$5,424.00 (Option Line Item)	12	MO	452.00	0.00
0020	Agilent 5100 VDV ICP-OES Spectrometer AU14480068 9 (2015) 081378A520 Cetac Autosampler Amount: \$10,980.00 (Option Line Item) Continued ...	12	MO	915.00	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
AGILENT TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Fourth Option Period September 22, 2020 - September 21, 2021				
0021	US91732715 5975 inert XL MSD Perf Turbo EI Mnfr. G31A7773 Ion Gauge Controller for use w/5975MSD US10925009 Agilent 7890A Series GC Custom US10923008 Controller XCD 99410578 Vacuum Pump SCD-oil US10903001 Sulfur Chemiluminescence Detector US10003885 SCD Burner Amount: \$12,972.00 (Option Line Item)	12	MO	1,081.00	0.00
0022	Agilent 5977/7890 GC/MS (2015) US1515L429 5977A Inert MSD EI Turbo Pump US15170518 7693A Tray, 150 Vial US15140164 7693A Autoinjector US15150166 7693A Autoinjector US15123016 Agilent 7890B Series GC Custom Amount: \$10,356.00 (Option Line Item)	12	MO	863.00	0.00
0023	Agilent 5977/7890 GC/MS (2014) US1438L419 5977A Inert MSD EI Turbo Pump US14370057 7693A Autoinjector US14360459 7693A Tray, 150 Vial US14383032 Agilent 7890B Series GC Custom CN14340048 7697A Headspace Sampler, 12 Vial Amount: \$13,896.00 (Option Line Item)	12	MO	1,158.00	0.00
0024	Agilent GC Micro 490 and 790 System GC1104B615 Amount: \$5,424.00 (Option Line Item)	12	MO	452.00	0.00
0025	Agilent 5100 VDV ICP-OES Spectrometer AU14480068 9 (2015) 081378A520 Cetac Autosampler Amount: \$10,980.00 (Option Line Item)	12	MO	915.00	0.00
	The total amount of award: \$268,140.00. The obligation for this award is shown in box 26.				

Revised Statement of Work September 15, 2016
Statement of Work
Maintenance of Laboratory Instruments

1. Introduction: The Consumer Product Safety Commission (CPSC) is a small independent regulatory agency with the mission of protecting consumers from the risk of injury and death relating to 15,000 different types of products under its jurisdiction. In support of the agencies Laboratory, the Laboratory Sciences Division consists of various types of Analytical Laboratory Instruments. The contractor shall be responsible for all labor, materials, and equipment necessary to provide fixed price preventive maintenance and repair service of the instruments. The Service Agreement must be equivalent or better in all aspects regarding quality and timeliness of service of the manufacturer's Service Agreement, and shall include both on-site preventative maintenance and repairs, and shall provide all services within required equivalent response times.

2. Contract Type: This is a firm fixed price contract. The contract includes a base year and four option years.

3. Performance Work Statement:

a. Scope: Independently and not as an agent of the government, the contractor shall provide preventative maintenance and unlimited repair services to include (travel, parts and labor) for the laboratory instruments listed in the schedule and as indicated below. Monthly rates for preventative maintenance to include unlimited repairs are specified below.

i. Preventative Maintenance: The contractor shall provide for a fixed monthly price, preventive maintenance services of laboratory instruments and assure reliable, continuous operation of critical chemical and analytical laboratory instruments including, but not limited to, Inductively Coupled Plasma (ICP) spectrometer and Gas Chromatograph Mass Spectrometers (GC/MS). Preventative maintenance instruments are listed in the schedule of supplies/services at a fixed monthly price.

- One scheduled visit for preventive maintenance per year or as indicated by the manufacturer's specifications
- Cost for all consumables, boards, and pumps included in contract
- Cost for all on-site labor, travel and expenses included in contract
- Qualified repair/service technicians and replacement parts

ii. Repair Services: The contractor shall provide within the fixed monthly price (including travel, parts and labor) unlimited on-site repair services. The contractor shall provide repair services in all aspects regarding quality and timeliness of service in accordance with manufacturer's service agreement, response times, service times, software patches and upgrades, including manufacturer recommended parts, for the covered instruments. Repair service shall include:

- Unlimited service visits for all repairs and instrument performance issues
- Cost for all consumables, repair parts, boards, and pumps included in contract

- Quick service (2 day or less) response once notified of service/repair need

Repair services not included in the fixed monthly rate such as repairs caused by negligence, shall be negotiated by individual task orders. (Ref. paragraph 6.)

iii. The CPSC can call the contractor toll free during the hours of 8:00 a.m. to 8:00 p.m. Monday through Friday, excluding Federal Holidays to receive questions from CPSC Laboratory staff to provide customer service, reporting instruments problems, technical and troubleshooting assistance for both hardware and instruments. The Contractor will notify the CPSC in advance of any change in the toll free phone number.

iv. The contractor shall maintain an inventory of manufacturer recommended instrument parts and possess a thorough knowledge of the operation, maintenance and repair of these instruments with over 1,000 service professionals worldwide and with demonstrated experience in providing support for chemical and analytical laboratory instruments.

v. The Contractor and/or its subcontractors are responsible to conduct all services on the instruments per the manufacturer's instructions.

vi. The Contractor shall provide a field service report for each site visit, whether preventative maintenance or a repair visit. The Contractor shall use original manufacturer replacement parts or equivalent for all preventative maintenance and repairs. If parts are replaced, documentation that parts replaced were original manufacturer replacement parts or equivalent shall be provided with each field service report.

vii. Service representatives shall have completed training through a dedicated multivendor support training staff.

viii. All software upgrades can be purchased by the CPSC. The contractor shall not provide on-site training for software change, enhancement or upgrades.

ix. The government reserves the right to add additional Agilent Technologies equipment to this contract by mutual agreement between the Consumer Product Safety Commission (CPSC) and the contractor.

x. Computers and instrument control software shall be maintained for three (3) years from date of purchase.

b. Equivalent to manufacturer's assurance plan service agreement

i. The Contractor's service levels must be equivalent or superior to the manufacturer's "Assurance Plan." The Assurance Service Plan must include on-site preventative maintenance per the manufacturer's recommendations, including any recommended routine parts replacements, as well as repair service with a service representative on site and necessary parts ordered prior to close of business two business days after request for the following instruments:

- Agilent 5975/7890 GC/MS (2009)
 - US91732715 5975C inert XL MSD Perf Turbo EI Mnfr.
 - G31A7773 Ion Gauge Controller for use w/ 5975MSD
 - US10925009 Agilent 7890A Series GC Custom
 - US10923008 Controller XCD 99410578 Vacuum Pump SCD-oil
 - US10903001 Sulfur Chemiluminescence Detector
 - US10003885 SCD Burner
- Agilent 5977/7890 GC/MS (2015)
 - US1515L429 5977A Inert MSD EI Turbo Pump
 - US15170518 7693A Tray, 150 Vial
 - US15140164 7693A Autoinjector
 - US15150166 7693A Autoinjector
 - US15123016 Agilent 7890B Series GC Custom
- Agilent 5977/7890 GC/MS (2014)
 - US1438L419 5977A Inert MSD EI Turbo Pump
 - US14370057 7693A Autoinjector
 - US14360459 7693A Tray, 150 Vial
 - US14383032 Agilent 7890B Series GC Custom
 - CN14340048 7697A Headspace Sampler, 12 Vial
- Agilent GC Micro 490 and 790 System GC1104B615
- Agilent 5100 VDV ICP-OES Spectrometer AU14480068 9 (2015)
 - 081378A520 Cetac Autosampler

ii. The contractor shall maintain an inventory of manufacturer recommended instrument parts from multiple equipment vendors and possess a thorough knowledge of the operation, maintenance and repair of these multi-vendor instruments with over 1,000 service professionals worldwide and with demonstrated experience in providing support for chemical and analytical laboratory instruments from multiple vendors.

iii. Guaranteed priority response time of two (2) business day after receipt of a service call for instruments.

iv. The Contractor should note that timing of preventative maintenance may be on differing schedules for various pieces of equipment, so more than one site visit may be necessary. The Contractor is responsible to conduct all necessary preventative maintenance service within a time frame equivalent to the manufacturer's Service Agreement.

v. The Contractor is responsible to ensure that no instrument becomes overdue for preventative maintenance. Within one week of contract award, the Contractor shall review preventative maintenance schedule for all instruments with the CPSC. Contractor shall provide the preventive maintenance schedule to the Contracting Officer's Representative (COR).

4. Contract Equipment:

The list of instruments systems below has been simplified to reflect the serial number of the major piece of instrumentation for system identification purposes. It is expressly stated that

all attached peripheral components are included to maintain each instrument system in full operation.

- Agilent 5975/7890 GC/MS (2009)
 - US91732715 5975C inert XL MSD Perf Turbo EI Mnfr.
 - G31A7773 Ion Gauge Controller for use w/ 5975MSD
 - US10925009 Agilent 7890A Series GC Custom
 - US10923008 Controller XCD 99410578 Vacuum Pump SCD-oil
 - US10903001 Sulfur Chemiluminescence Detector
 - US10003885 SCD Burner
- Agilent 5977/7890 GC/MS (2015)
 - US1515L429 5977A Inert MSD EI Turbo Pump
 - US15170518 7693A Tray, 150 Vial
 - US15140164 7693A Autoinjector
 - US15150166 7693A Autoinjector
 - US15123016 Agilent 7890B Series GC Custom
- Agilent 5977/7890 GC/MS (2014)
 - US1438L419 5977A Inert MSD EI Turbo Pump
 - US14370057 7693A Autoinjector
 - US14360459 7693A Tray, 150 Vial
 - US14383032 Agilent 7890B Series GC Custom
 - CN14340048 7697A Headspace Sampler, 12 Vial
- Agilent GC Micro 490 and 790 System GC1104B615
- Agilent 5100 VDV ICP-OES Spectrometer AU14480068 9 (2015)
 - 081378A520 Cetac Autosampler

5. Contractor Qualifications:

Service representatives must have completed training through a dedicated multivendor support training staff and have auditable training records. Service representatives must possess a minimum of two (2) years experience repairing and troubleshooting the instruments or equivalent identified in the Statement of Work (SOW).

6. Purchase Orders: Purchase Orders shall be issued for repair services excluded from the fixed monthly rate. For repairs not included, the contractor shall receive a Request for Quotation to provide a fixed price repair quote. As a result, the Contracting Office shall issue a firm fixed price purchase order if deemed necessary.

7. Period of Performance: Performance of work shall begin on the effective date of this contract for a 12-month based period.

8. Performance Location: Consumer Product Safety Commission (CPSC)
National Product Testing Laboratory
5 Research Place
Rockville, MD 20850

End of Statement

LC 1B CONTRACTOR'S NOTE - DELIVERIES TO THE CPSC NATIONAL PRODUCT TESTING LABORATORY SITE, ROCKVILLE, MARYLAND

Delivery Address:

U.S. Consumer Product Safety Commission
National Product Testing Laboratory
5 Research Place
Rockville, MD 20850

The Consumer Product Safety Commission (CPSC) Laboratory facility is located in Rockville, MD. Deliveries are to be made to the loading dock area which is accessible from the parking area entrance on Research Place on the east side of the building. Do not enter the parking area from Research Court on the North side of the facility as there may not be sufficient room to maneuver and back up to the loading dock area on the east side of the building.

Deliveries may not be left outside the building or loading dock, unless specifically directed by appropriate CPSC staff. All deliveries shall be considered "inside deliveries" 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 and include the packing slip.

ATTENTION GOVERNMENT VENDOR:

A. DELIVERY INSTRUCTIONS

1. DELIVERY INSTRUCTION FOR SMALL ITEMS

Deliveries should be made between 9:00 a.m. and 4:00 p.m. on Monday through Friday (except holidays). Deliveries outside these hours require prior arrangements.

Contacts:

Andrew Stadnik, Lab Director, 301-987-2037 x1 OR 301-706-6902
Greg Rea – 301-987-2258
Allyson Tenney- 301-987-2769
Aaron Orland – 301-987-2248

For the Furniture, Chair, Exercise Equipment, and IT Equipment

Contacts:

Jim Shupe – 301-424-6421 x156 (Jim 240-882-6775)
Douglas Brown – 301-504-7846
Andy Stadnik – 301-706-6902

2. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

Large or heavy items must be delivered directly to the loading dock. If delivery cannot be made to the loading dock directly or via the leveling device and requires off-loading the item from the delivery vehicle to the ground, then deliveries of such large or heavy items should be scheduled 24 hours in advance and should be made between 9:00 a.m. and 3:00 p.m. on Monday through Friday (except holidays). Contact information is the same as above to arrange for CPSC lift truck operators or other lifting and handling support needs for the delivery.

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: Contract Specialist – Renita Smith at (301) 504-7045

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 (Ralph King) 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: Matthew Roemer
Division: Laboratory Sciences
Telephone: 301-987-2093
Email: mroemer@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.

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)

52.217-8 -- 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 30 days of the expiration date.

(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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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.

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)