

2. CONTRACT NO.
NNG15SC04B

3. AWARD/EFFECTIVE DATE
08/29/2017

4. ORDER NUMBER
CPSC-F-17-0046

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: **Derrick Braswell**

a. NAME

b. TELEPHONE NUMBER (No collect calls)
(301) 504-7310

8. OFFER DUE DATE/LOCAL TIME

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

CODE FMPS

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

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

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

NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS
Net 30

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFO IFB RFP

15. DELIVER TO
CONSUMER PRODUCT SAFETY COMMISSION
OFFICE OF INFORMATION SERVICES
4330 EASTWEST HIGHWAY
ROOM 706
BETHESDA MD 20814

CODE EXIT

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

CODE FMPS

17a. CONTRACTOR/OFFEROR
CDW GOVERNMENT
230 N MILWAUKEE AVE
VERNON HILLS IL 60061-1577

CODE [REDACTED]

FACILITY CODE

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
	<p>DUNS Number: [REDACTED] COR: Kathleen M. McKillen Tel: 301-504-7204 Email: KMcKillen@cpsc.gov</p> <p>The contractor shall provide the following Kaspersky software maintenance subscription service renewal for a one year performance period effective August 29, 2017 through August 28, 2018 in accordance with NASA SEWP contract NNG15SC04B and attached terms and conditions. (Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA
0100A17DSE-2017-5457500000-EXIT002400-25710

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$11,059.25

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)
Cassandra C. Sterba

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)
Cassandra C. Sterba

31c. DATE SIGNED
5-24-17

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Mfg#: KL4867AAVFQ Kaspersky Endpoint Security for Business - Advanced - subscription license UNSPSC: 43233205 Electronic distribution - NO MEDIA	1000	EA	9.94	9,940.00
0002	Mfg. Part#: KL7127ALZFZ Kaspersky Maintenance Service Agreement Plus - technical support - 1 year UNSPSC: 81112201 Electronic distribution - NO MEDIA The total amount of award: \$11,059.25. The obligation for this award is shown in box 26.	1	EA	1,119.25	1,119.25

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	

CLAUSES: All NASA SEWP contract terms and conditions are incorporated in this order.

LC1A CONTRACTOR'S NOTE

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

ATTENTION GOVERNMENT VENDOR

A. DELIVERY INSTRUCTIONS:

1. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

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

LOADING DOCK HOURS OF OPERATION:

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

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

Facilities Management Support Services (301) 504-7091 and

The COR – See page 1 of award

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. For Contracts on Form OF347 - The contract or purchase order number on the Form OF347 shall include the purchase order number indicated in blocks #2 and #3.
6. For Contract on Form SF1449 - The contract or purchase order number on the Form SF1449 shall include the purchase order number and /or Task number indicated in blocks #2 and #4. For Example: CPSC-D-17-0012/0003
7. Description, price and quantity of goods or services actually delivered or rendered.
8. Shipping cost terms (if applicable).
9. Payment terms.
10. Other substantiating documentation or information as specified in the contract or purchase order.
11. Name, title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

PREFERED: Via email to:

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

OR

U.S. Mail

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

FEDEX

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

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

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

C. PAYMENT

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

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

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

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

D. INSPECTION & ACCEPTANCE PERIOD

Unless otherwise stated in the Statement of Work or Description, the Commission will ordinarily inspect all materials/services within seven (7) working days after the date of

receipt. The CPSC representative responsible for inspecting the materials/services will transmit disapproval, if appropriate, to the contractor and the contract specialist listed below. If other inspection information is provided in the Statement of Work or Description, it is controlling.

E. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

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

F. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

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

G. PROPERTY/EQUIPMENT PURCHASES

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

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

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

(End of clause)

CPSC Contracting Officer Representative (COR) Designation Letter

COR Name: Kathleen McKillen

CPSC Contract No.: CPSC-F-17-0046

A. DESIGNATION OF COR

You are hereby authorized and designated as the Contracting Officer Representative (COR) for the contract indicated above. This letter confirms that you are a government employee and are certified as a COR in accordance with the current Office of Management Budget memorandum on the Federal Acquisition Certification for Contracting Officer Representatives (FAC-COR) guidance. As the COR you shall maintain the appropriate certification level as described in CPSC Directive No. 1521.1. This designation is not redelegable. As the designated COR, you may be personally liable for unauthorized acts. This designation is valid throughout the contract period cited in the contract.

B. COR LIMITATIONS

As the COR, you have no authority to make any commitments or changes that affect price, quality, quantity, delivery or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions.

C. COR DUTIES AND RESPONSIBILITIES

The COR is generally responsible for the technical and administrative functions with regard to a contract. The list of duties below is a non-exhaustive list of activities that fall within the COR's responsibilities.

1. Develop the contract specifications and/or performance work statement in such a manner as to promote competitive procurement actions.
2. Coordinate with the program office to ensure that technical requirements are incorporated into the resulting contract specifications and/or performance work statement.
3. Identify measurable performance objectives.
4. Identify potential contractors.
5. Perform technical evaluations as required.

6. Arrange for any required government-furnished equipment or facilities.
7. Ensure that the contractor has any necessary clearances to access the facility and data required by the contract.
8. Monitor and document contractor technical performance to assure that the contract terms and conditions are fully met and within the scope of the contract.
9. Inform the Contracting Officer when a contractor has not met contract requirements and coordinate with the Contracting Officer on any required corrective action.
10. Assist the Contracting Officer in the resolution of technical problems encountered during performance.
11. Submit performance reports in accordance with the Contractor Performance Assessment Reporting System (CPARS) requirements and agency policy.
12. Ensure that any requested changes to the resulting contract are formally effected by a written modification issued by the Contracting Officer before the contractor proceeds with the changes.
13. Perform inspection, acceptance or rejection of all deliverables in accordance with the terms of the contract.
14. Review and approve or disapprove the contractor requests for payment (invoice) to ensure that the invoice accurately reflects the service completed or product received in accordance with the requirements of the contract.
15. Maintain a contract working file that includes this designation letter, a copy of the contract award, modifications, correspondence, records of inspection, performance meetings, invoices and other documents describing the COR's duties, responsibilities and actions.
16. Engage in other duties as assigned by the Contracting Officer in accordance with FAR 1.602-2 and 1.604 and CPSC Directive No. 1521.1.

D. STANDARDS OF CONDUCT AND CONFLICTS OF INTEREST

As the COR you are responsible for protecting the U.S. Government's interests, while supporting its reputation for fair and equal dealings with all partners, including contractors. Therefore, if you have any direct or indirect financial interests that may place you in a position where there is a conflict between your private interests and the public interest of the United States, you must immediately inform your supervisor, the Contracting Officer and the Office of General Counsel.

E. ACKNOWLEDGMENT:

I hereby accept this appointment and acknowledge my Duties and Responsibilities as COR.

kmckillen@cpsc.gov Digitally signed by kmckillen@cpsc.gov
DN: cn=kmckillen@cpsc.gov
Date: 2017.05.25 08:58:48 -0400

Contracting Officer Representative

Date:



Contracting Officer

5-25-17
Date: