

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER REQ-1400-12-0004		PAGE OF 1 7					
2. CONTRACT NO. CPSC-D-08-0006		3. AWARD/ EFFECTIVE DATE 08/06/2012		4. ORDER NUMBER 0006		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Greg Grayson		b. TELEPHONE NUMBER (No collect calls) 301-504-7725		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 <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541219 EDWOSB 0(A) SIZE STANDARD: \$7.50						
11. DELIVERY FOR FOB DESTINA- TION 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 OFFICE OF THE INSPECTOR GENERAL 4330 EAST WEST HIGHWAY ROOM 827 BETHESDA MD 20814			CODE IG		16. ADMINISTERED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814						
17a. CONTRACTOR/ OFFEROR WITHUM SMITH BROWN PA INC 8403 COLESVILLE ROAD SUITE 340 SILVER SPRING MD 20910-6331			CODE 1100000711		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CPSC Accounts Payable Branch AMZ 160 P. O. Box 25710 Oklahoma City OK 73125				
TELEPHONE NO.					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER											
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT		
	DUNS Number: [REDACTED] Contracting Officer Representative: LeeAnn Murphy Tel: 301-504-7685 Email: LMurphy@cpsc.gov The contractor shall perform an audit of CPSC's Performance and Incentive Awards and Within-Grade Increase Program (Awards Program) for the performance period of 6 August 2012 through 5 May 2013. This task order shall be in accordance with (Use Reverse and/or Attach Additional Sheets as Necessary)										
25. ACCOUNTING AND APPROPRIATION DATA 0100A12DPS-2012-521560000-EXFM001400-251A0							26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$24,163.12				
<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 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 checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ 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) 						
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Eddie Ahmad			31c. DATE SIGNED 8/6/12			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	the attached statement of work, CPSC-D-08-0006, and GS Schedule GS-23F-0004U.				
0016	Partner	24	HR	270.38	6,489.12
0017	Manager	40	HR	186.85	7,474.00
0019	Senior Auditor	80	HR	127.50	10,200.00
The total amount of award: \$24,163.12. The obligation for this award is shown in box 26.					

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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> 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 (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)		
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

STATEMENT OF WORK
(Contract #CPSC-D-08-0006 / Task Order 0006)

1. Description of Services

The contractor shall conduct a performance audit of the CPSC's Performance and Incentive Awards and Within-Grade Increases Program (Awards Program). This audit should ascertain both the programs compliance with laws and regulations and measure the effectiveness of the program at meeting its stated goals. This program is primarily governed by local agency guidance in the form of CPSC Directive System Order 1024.1, Personnel Administration - Employee Evaluation and Recognition, Performance and Incentive Awards Programs and Within-Grade Increases. Other references of potential applicability include but are not limited to the following:

- a. United States Code, Title 5, Chapter 43, Performance Appraisal.
- b. United States Code, Title 5, Chapter 45, Incentive Awards.
- c. United States Code, Title 5, Chapter 54, Merit Pay and Cash Awards, Section 5403.
- d. United States Code, Title 5, Chapter 53, Pay Rates and Systems.
- e. Various hand-outs and webpages related to incentive and employee recognition maintained by the Office of Personnel Management
- f. CPSC 0330.3, Delegation of Authority, Honor and Cash Awards.
- g. CPSC 1022.3, Performance Management and Recognition System.
- h. CPSC 1025.1, Merit Promotion Plan.

2. Contract Type

This is a firm-fixed price task order with fully loaded hourly rates for the hours indicated in the schedule of services.

3. Background

The stated policy of the Commission to base decisions regarding pay and awards on the performance of its employees. Differences in levels of work and performance will be recognized by pay distinctions through promotions and within-grade increases. The Commission is required to follow appropriate Office of Personnel Management regulations, procedures, and guidance in pay administration. It is the Commission's policy to grant Performance Awards, Quality Step Increases, and Honor Awards as incentives to, and in recognition of, excellence in performance. In FY 11 this program involved approximately 320 total awards (Cast, Time-Off, Quality Step Increase, etc) involving approximately \$460,000.00 of award dollars.

The stated purpose/goal of awards granted under the Awards Program is to motivate employees by recognizing and rewarding those who attain high levels of performance, thereby contributing to the accomplishment of management goals and objectives. The Awards Program is designed to encourage employees, both as individuals and in groups, to increase productivity and improve the efficiency and economy of Federal Government operations. It provides a potential means of recognizing the high value that the Commission places on excellent performance, exceptional achievement, constructive ideas, and suggestions that conserve work-time or increase program

effectiveness.

4. Performance-based measures

This performance based contract task order shall be evaluated based on the performance of all services in compliance with appropriate Government Auditing Standards [the Government Accountability Office's Government Auditing Standards (GAS)] Therefore, the standard shall represent the performance goal. Acceptable performance is indicated by 100% compliance with these standards.

5. Period of Performance

The contractor shall have nine months from the issuance of this task order to complete the work.

6. Performance Work Statement:

a. The contractor shall utilize the GAO standards referenced above to complete the audit and audit report. The report will be prepared in a standard audit format such as those previously used by this contractor in conducting work for this office. The Contractor's quality assurance procedures shall verify the accuracy and consistency of all the report's facts and figures, and ensure the soundness of the report's logic. The audit and resulting report should provide sufficient findings and recommendations to allow it to serve as: (1) a rigorous evaluation of the CPSC's Awards Program; (2) a consistent and understandable mechanism for reporting the results of the contractor's assessments in the format detailed above; and (3) recommendations that the CPSC can follow in improving its Awards Program.

b. In the report the contractor shall verify that the findings are adequately supported by the evidence in the audit documentation, and that the conclusions and recommendations flow logically from the evidence provided in the audit documentation, as required by GAS. At a minimum the report should contain the following sections: an executive summary, background, findings, and recommendations.

7. Reporting Requirements (in addition to those described in the contract statement of work):

a. Schedule

Initial Meeting	One week after award of the task order
Audit Independence Statement/Quality Control Assurance Statement	Within one week of Initial Meeting
Entrance Conference	Within two weeks of Initial Meeting
Field Work	Will begin within three months of the date of award of task order and will be completed within eight months of the contractor having been informed that the audit documentation is ready for referencing.

Status Briefings with COR	Bi-Weekly, every Friday
Completion draft report and exit conference	Within eight months from date of award of task order
Final report	Nine months from date of award of task order

b. The Contractor shall include, at a minimum, in the draft final report:

(1) The contractors findings regarding the awards programs compliance with statutes and regulations;

(2) The contractors findings regarding the awards programs effectiveness;

(3) a consistent and understandable mechanism for reporting the results of the contractor's assessments in the format established by the GAO standards detailed above; and

(4) a series of recommendations that the CPSC can follow in improving its awards program.

c. The draft report shall be presented at the exit conference. The COR shall provide written responses, if any, within thirty (30) working days. The draft report with recommended changes by the COR shall be used by the contractor to assemble the final report.

d. Final Report – A final report shall be issued in accordance with GAS standards.

8. Place of Performance – All documentation related to this effort is located at HQ of the CPSC/OIG office. The remaining documentation is available through the Internet. The place of performance of this contract will be at the contractor's place of business with interviews and document pick-ups taking place at the CPSC HQ building at 4330 East West Highway, RM 827, Bethesda, MD.

9. Government-Furnished Property:

a. With the exception of the personnel to be interviewed and the documentation to be reviewed (primarily electronically available), the Contractor will provide all services, personnel, facilities, equipment, and materials necessary to perform the work described in this contract.

b. Records, files, and documents provided by CPSC or generated in support of this contract shall be maintained by the contractor in accordance with GAS Standards. After work is completed, the contractor shall store all audit documentation (work papers etc) IAW GAS standards. One copy of these records is to be made available to the Office of Inspector General, upon request, at no cost to the Government.

10. Payment Schedule:

The contractor may invoice for completed portions of each deliverable and payment shall be authorized upon approval of invoice by the Contracting Officer Representative as follows:

1. Completion of deliverable #1 - Audit Program.
Contractor may invoice for 15% of the contract price.
2. Completion of deliverable #2 - Notice of Findings and Recommendations.
Contractor may invoice for 35% of the contract price.
3. Completion of deliverable #3 - Draft Audit Report.
Contractor may invoice for 40% of the contract price.
4. Completion of deliverable #4 - Final Audit Report.
Contractor may invoice for 10% of the contract price.

11. Clauses:

LC 5 Contracting Officer's Representative (COR) Designation

a. The following individual has been designated as the Government's COR for contract: CPSC-D-08-0006 / Task Order 0006

Name: LeeAnn Murphy
Division: Office of Inspector General
Telephone: 301-504-7685
Email: LMurphy@cpsc.gov

b. The CPSC COR is responsible for:

(1) 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.

(2) performing technical evaluation as required, assisting the Contractor in the resolution of technical problems encountered during performance; and

(3) inspection and acceptance of all items required by the contract.

c. The COR is not authorized to and shall not:

(1) make changes in scope of work, contract schedules, and/or specifications to meet changes and requirements,

(2) direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and

(3) take any action that commits the Government or could lead to a claim against the Government.

d. 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.