

2. CONTRACT NO.: GS-35F-0265X  
3. AWARD EFFECTIVE DATE: 09/14/2012  
4. ORDER NUMBER: CPSC-F-13-0003  
5. SOLICITATION NUMBER:  
6. SOLICITATION ISSUE DATE:

7. FOR SOLICITATION INFORMATION CALL: **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:  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:  RFQ  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: IMMIXTECHNOLOGY INC  
8444 WESTPARK DR STE 200  
SUITE 200  
MC LEAN VA 22102-5102  
CODE: [REDACTED]  
FACILITY CODE:  
17b. PAYMENT WILL BE MADE BY: CPSC Accounts Payable Branch  
AMZ 160  
P. O. Box 25710  
Oklahoma City OK 73125  
CODE: FMPS  
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: Shawn Battle Email: Sbattle@cpsc.gov Tel: 301-504-6952  This order is issued "Subject to Availability of Funds" (SAF). The Contractor may not invoice, and the Government cannot issue payment, until a written modification provides funds. A modification will be issued by the contracting (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: SUBJECT TO AVAILABILITY OF FUNDS (FAR 52.232-18)  
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: 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  
30b. NAME AND TITLE OF SIGNER (Type or print): Rudi M. Johnson  
30c. DATE SIGNED: 9/14/2012  
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): Rudi M. Johnson  
31b. NAME OF CONTRACTING OFFICER (Type or print): Rudi M. Johnson  
31c. DATE SIGNED: 9/14/2012

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	office when funds are made available.  The contractor shall provide the following Oracle Software License Support and Maintenance Services for the performance period of November 19, 2012 through November 18, 2013 in accordance with GSA Schedule GS-35F-0265X and the attached terms and conditions.  BASE PERIOD: 19 NOVEMBER 2012 - 18 NOVEMBER 2013				
0001	Diagnostics Pack - Processor Perpetual ( 2 users, full use) CSI# 3584797 Qty - 2  Accounting Info: 0100A13DCC-2013-9994800000-EXIT002400-257I0 \$378.93 (Subject to Availability of Funds)	1	EA	378.93	0.00
0002	Oracle Database Enterprise Edition - Processor Perpetual ( 2 users, full use) CSI# 3584797 Qty -2  Accounting Info: 0100A13DCC-2013-9994800000-EXIT002400-257I0 \$15,156.64 (Subject to Availability of Funds)	1	EA	15,156.64	0.00
0003	Advanced Security - Processor Perpetual (2 users, full use) Continued ...	1	EA	3,789.19	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    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 (YYMMDD)    42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS-35F-0265X/CPSC-F-13-0003

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NAME OF OFFEROR OR CONTRACTOR  
IMMIXTECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CSI# 3584797 Qty-2  Accounting Info: 0100A13DCC-2013-9994800000-EXIT002400-257I0 \$3,789.19 (Subject to Availability of Funds)				
0004	Partitioning - Processor Perpetual (2 users, full use) CSI# 3584797 Qty -2  Accounting Info: 0100A13DCC-2013-9994800000-EXIT002400-257I0 \$3,789.19 (Subject to Availability of Funds)	1	EA	3,789.19	0.00
0005	Label Security - Processor Perpetual 92 users, full use) CSI# 3584797 Qty - 2  Accounting Info: 0100A13DCC-2013-9994800000-EXIT002400-257I0 \$3,789.19 (Subject to Availability of Funds)	1	EA	3,789.19	0.00
0006	Tuning Pack - Processor Perpetual (2 users, full use) CSI# 3584797 Qty - 2  Accounting Info: 0100A13DCC-2013-9994800000-EXIT002400-257I0 \$378.93 (Subject to Availability of Funds)	1	EA	378.93	0.00
0007	Change Management Pack - Processor Perpetual (2 users, full use) CSI#3584797 Qty - 2  Accounting Info: 0100A13DCC-2013-9994800000-EXIT002400-257I0 \$378.94 (Subject to Availability of Funds)	1	EA	378.94	0.00
0008	Advanced Security - Processor Perpetual (2 users, full use) CSI# 3584797 Qty -2  Accounting Info: 0100A13DCC-2013-9994800000-EXIT002400-257I0 \$3,508.92 (Subject to Availability of Funds)	1	EA	3,508.92	0.00
0009	Diagnostics Pack - Processor Perpetual (2 users, Continued ...	1	EA	350.88	0.00

NAME OF OFFEROR OR CONTRACTOR  
IMMIXTECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	full use) CSI# 3584797 Qty - 2  Accounting Info: 0100A13DCC-2013-9994800000-EXIT002400-257I0 \$350.88 (Subject to Availability of Funds)				
0010	Oracle Database Enterprise Edition - Processor Perpetual (2 users, full use) CSI# 3584797 Qty - 2  Accounting Info: 0100A13DCC-2013-9994800000-EXIT002400-257I0 \$14,035.61 (Subject to Availability of Funds)	1	EA	14,035.61	0.00
0011	Label Security - Processor Perpetual (2 users, full use) CSI# 3584797 Qty-2  Accounting Info: 0100A13DCC-2013-9994800000-EXIT002400-257I0 \$3,508.92 (Subject to Availability of Funds)	1	EA	3,508.92	0.00
0012	Change Management Pack - Processor Perpetual (2 users, full use) CSI# 3584797 Qty - 2  Accounting Info: 0100A13DCC-2013-9994800000-EXIT002400-257I0 \$350.88 (Subject to Availability of Funds)	1	EA	350.88	0.00
0013	Partitioning - Processor Perpetual (2 users, full use) CSI# 3584797 Qty-2  Accounting Info: 0100A13DCC-2013-9994800000-EXIT002400-257I0 \$3,508.92 (Subject to Availability of Funds)	1	EA	3,508.92	0.00
0014	Tuning Pack - Processor Perpetual (2 users, full use) CSI# 3584797  Accounting Info: 0100A13DCC-2013-9994800000-EXIT002400-257I0 \$350.67 (Subject to Availability of Funds)	1	EA	350.67	0.00
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR  
IMMIXTECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>First (1st) Option Year: 19 November 2013 - 18 November 2014</p>				
0015	<p>Oracle Service Contract 1690505 Amount: \$55,406.87 (Option Line Item)</p> <p>Accounting Info: 0100A14DCC-2014-9994800000-EXIT002400-257I0 \$55,406.87 (Subject to Availability of Funds)</p>	1	EA	55,406.87	0.00
	<p>Second (2nd) Option Year: 19 November 2014 - 18 November 2015</p>				
0016	<p>Oracle Service Contract 169050 Amount: \$57,623.14 (Option Line Item)</p> <p>Accounting Info: 0100A15DCC-2015-9994800000-EXIT002400-257I0 \$57,623.14 (Subject to Availability of Funds)</p>	1	EA	57,623.14	0.00
	<p>Third (3rd) Option Year: 19 November 2015 - 18 November 2016</p>				
0017	<p>Oracle Service Contract 1690505 Amount: \$59,928.07 (Option Line Item)</p> <p>Accounting Info: 0100A16DCC-2016-9994800000-EXIT002400-257I0 \$59,928.07 (Subject to Availability of Funds)</p> <p>The total amount of award: \$226,233.89. The obligation for this award is shown in box 26.</p>	1	EA	59,928.07	0.00

## Terms and Conditions

### **52.217-8 Option to Extend Services.**

#### 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)

### **52.217-9 Option to Extend the Term of the Contract.**

#### 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 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 4 years.

(End of clause)

### **52.232-18 Availability of Funds.**

#### 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)

## 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 240-477-5389 or Ralph King (301) 504-7113, 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  
Contracting Officer Representative: Vincent Amodeo (301) 987-2301

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 415. 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**

CPSC Accounts Payable Branch, AMZ-160  
PO Box 25710  
Oklahoma City, Ok. 73125

**FEDEX**

CPSC Accounts Payable Branch, AMZ-160  
6500 MacArthur Blvd.  
Oklahoma City, Ok. 73169

OR

Via email to:

[9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov](mailto: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, 405-954-7467.

**C. PAYMENT**

Payment will be made as close as possible to, but not later than, the 30<sup>th</sup> 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 Debbie Young at 405-954-7467 or at the U.S. Mail and Fedex addresses listed above:

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

Customer Service inquiries may be directed to Adriane Clark at [AClark@cpsc.gov](mailto: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 – Greg Grayson at (301) 504-7725

#### **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.