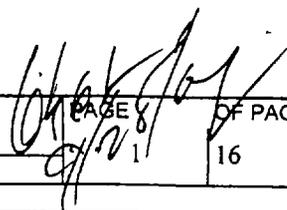


ORDER FOR SUPPLIES OR SERVICES


05
 PAGE 1 OF 16

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 27 Sep 2000	2. CONTRACT NO. (if any)	6. SHIP TO: ISIS142	
3. ORDER NO CPSC-S-00-5289	4 REQUISITION/REFERENCE NO 00094000-0047/022	a. NAME OF CONSIGNEE CONSUMER PRODUCT SAFETY COMMISSION	
5. ISSUING OFFICE Address correspondence to CPSC DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408 DODIE B KESSLER (301) 504-0444		b STREET ADDRESS DIVISION OF INFORMATION SYSTEMS 4330 EAST WEST HWY ROOM 506	
		c. CITY BETHESDA	d STATE MD
7. TO: 00019397 TIN 54-1323531		e ZIP CODE 20814-4408	
a. Name of Contractor MADEN TECH CONSULTING, INC.		f SHIP VIA	
b Company Name		8 TYPE OF ORDER	
c Street Address 2110 WASHINGTON BLVD., SUITE 200 ATTN: BETSY MEEHAN, DIR/CONTRACTS		<input checked="" type="checkbox"/> a PURCHASE	<input type="checkbox"/> b DELIVERY
d City ARLINGTON	e. State VA	REFERENCE YOUR QUOTATION DATED 9/22/00	
9 ACCOUNTING AND APPROPRIATE DATA \$9,600.00		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract	
00 EXOB-PS 2420.00 0099948 25.2302		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated	
10. REQUISITIONING OFFICE ISIS		10. REQUISITIONING OFFICE ISIS	

11 BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input checked="" type="checkbox"/> a SMALL	<input type="checkbox"/> b OTHER THAN SMALL	<input type="checkbox"/> c DISADVANTAGED	<input type="checkbox"/> d WOMEN-OWNED
12 F.O.B. POINT DESTINATION		14 GOVERNMENT B/L NO	15. DELIVER TO F.O.B. POINT ON OR BEFORE 27 Oct 2000
13 PLACE OF			16 DISCOUNT TERMS 00.00% 0 Days Net 30
a. INSPECTION BETHESDA, MARYLAND	b. ACCEPTANCE BETHESDA, MARYLAND		

17. SCHEDULE (See reverse for Rejections)						
ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT (g)
0001	OPEN MARKET THE CONTRACTOR SHALL PROVIDE PROFESSIONAL TECHNOLOGY INFORMATION SERVICES BY PERFORMING THE TASKS SPECIFIED IN THE ATTACHED STATEMENT OF WORK.	1	LT	NTE 9,600.00	9,600.00	

SEE BILLING INSTRUCTIONS ON REVERSE	18 SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20 INVOICE NO			17(h) TOTAL (Cont pages)	
	21. MAIL INVOICE TO:						
	a. NAME CONSUMER PRODUCT SAFETY COMM					US\$	17(i) GRAND TOTAL
	b STREET ADDRESS (or P O Box) ACCT OFFICER DIV OF FIN MGMT ROOM 522						
c. CITY WASHINGTON		d. STATE DC	e. ZIP CODE 20207		9,600.00		

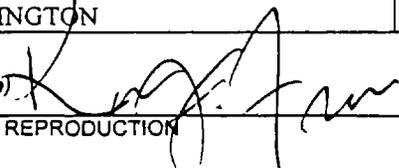
22 UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) ROBERT J FROST (301) 504-0444 (TITLE CONTRACTING/ORDERING OFFICER)
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SECTION A - Order for Supplies or Services

SECTION B - Supplies/Services and Prices/Costs

B.1. DESCRIPTION OF SERVICES

The proposed procurement is for professional technology information services to solve CPSC's web server performance problems.

B.2. CONTRACT TYPE

This government intends to award a not-to-exceed fixed rate(s) labor hour simplified acquisition or delivery order under a GSA schedule contract.

B.3. SERVICES AND PRICES

a. The Contractor shall provide all services needed to verify and diagnose the problem with CPSC's web server, implement any appropriate changes, verify resolution of the problem and re-test the system in accordance with the labor categories and rates set forth below:

b. PRICES

Labor Category	Est. # of hrs.	Loaded hrly rate	Total
Project Manager	6	\$105.00	\$ 630.00
Network Engineer/ Analyst IV	48	\$105.00	\$5,040.00
Web Programmer (Programmer/ Analyst V)	16	\$105.00	\$1,680.00
Sr. Network Engineer	10	\$225.00	\$2,250.00
		TOTAL NTE	<u>\$9,600.00</u>

SECTION C - Description/Specification/Work Statement

C.1. BACKGROUND INFORMATION

The Consumer Product Safety Commission (CPSC) maintains a web site (www.cpsc.gov) which is experiencing a performance problem.

ENVIRONMENT

The site consists of two servers: a Digital Priors ZX 6000 Series (dual Pentium pro 200 MHz; 392 Mb memory) and an HP Netserver LH3 (dual Pentium II 400 MHz; 524 Mb memory). Each machine runs Windows NT 4.0 Server and uses Microsoft's Internet Information Server (IIS 4). The site is load-balanced using a Foundry ServerIron FBS8.

Web servers are connected to a DMZ Ethernet segment. A firewall separates the DMZ from the CPSC internet router (Cisco 2611). The router has two ISP connections; a serial T1 to UUNET, and a Ethernet connection to a SYSNET router located in the basement of our building located at 4330 East West Highway, Bethesda, Maryland.

PROBLEM

The problem is that when the machines get to about 100 concurrent users each (for a total of about 200), the site slows considerably. CPU usage and memory usage does not seem to change relative to the levels at 50 concurrent users per machine (CPU level usually between 1-10%, and memory use about 90-120K). 100 concurrent users seem abnormally low to cause significant slowing.

C.2. OBJECTIVE

To verify and diagnose the problem, implement any appropriate changes, verify resolution of the problem and re-test the system.

C.3. STATEMENT OF WORK

Independently, and not as an agent of the Government, the Contractor shall furnish all necessary personnel, materials, services and facilities to perform the tasks set forth below.

a. Task 1.

The Contractor shall schedule and attend an initial "discovery" meeting (site to be determined) to cover technical and historic information regarding the problems.

b. Task 2.

The Contractor shall verify and diagnose the problem. It is expected that the Contractor shall use appropriate tools and utilities to generate network traffic and Web based sessions to recreate the slowdown to occur for each machine separately and the site as a whole. The Contractor shall determine the limiting factor(s) or causes whether web site or network related.

c. Task 3.

With the approval of the CPSC Project Officer, the Contractor shall implement any appropriate configuration changes to existing CPSC Internet systems, servers, hardware, software, and network infrastructure devices to resolve the limiting factor(s) or causes determined by the diagnostics. Any additional hardware or software required by the Contractor will be provided by CPSC.

d. Task 4.

After the Contractor has made appropriate configuration changes, the Contractor shall re-test the system by generating network traffic and Web based sessions to verify the changes implemented were effective.

e. The Contractor shall submit a final report describing the work done, verify resolution of the problem and make recommendations.

C.4. REPORTING REQUIREMENTS

The Contractor shall submit the following report to the CPSC Project Officer, with a copy of the cover letter to the Contracting Officer:

Final Report

a. Format - the final report shall be in the following format:

- (1) Type cover
- (2) Type binder
- (3) Table of Contents
- (4) Size
- (5) Typewritten & reproducible
- (6) Provide information concerning

(a) the contract pursuant to which the report is prepared and

(b) the name of the Contractor preparing the report pursuant to such contract.

b. Content - the report shall describe the work done and recommendations.

SECTION D - Packaging and Marking (Not Applicable)

SECTION E - Acceptance of Deliverables

E.1. ACCEPTANCE OF DELIVERABLES

a. Acceptance/rejection will be based on conformance with C.3., Statement of Work.

b. Upon submission of any contract deliverable, including reports specified in C.4., Reporting Requirements, the Contractor shall submit to the Contracting Officer a copy of the dated cover letter transmitting such deliverable.

SECTION F - Deliveries or Performance

F.1. PERIOD OF PERFORMANCE

Performance of work shall begin on the effective date of this contract and shall not extend beyond 30 calendar days. This includes submission of the final report.

F.2. DELIVERY OR PERFORMANCE

The following items shall be performed or delivered in accordance with the following schedule:

ITEM	QUANTITY	DELIVERY OR PERFORMANCE
1) "Discovery" meeting with CPSC Project Officer (See C.3.a.)	One	Within five (5) working days after date of award.
2) Final Report (See C.3.e.)	1 copy	At the end of the contract period

F.3. PLACE OF DELIVERY OR PERFORMANCE

a. Items specified in F.2. above, DELIVERY OR PERFORMANCE,

shall be mailed or delivered to:

U.S. Consumer Product Safety Commission
Division of Information Systems
4330 East West Highway
Bethesda, Maryland 20814
ATTN: Carl Truszynski
Project Officer

- b. A copy of the cover letter transmitting the above shall be submitted to the Contracting Officer.

SECTION G - Contract Administration Data

G.1. CONSIDERATION

As consideration for its satisfactory performance, the Contractor shall be paid up to a firm fixed price of not-to-exceed \$9,600.00.

G.2. PROJECT OFFICER DESIGNATION

Carl Truszynski, of the Commission's Division of Information systems, has been designated as the Government's Project Officer for this contract. This individual may be reached on (301) 504-0445, extension 1107.

- a. The Project Officer is responsible for:

- (1) Monitoring the Contractor's technical progress, including surveillance and assessment of performance;
- (2) Performing technical evaluation as required and assisting the Contractor in the resolution of technical problems encountered during performance; and
- (3) Inspection and acceptance of all items required by the Contract.

- b. The Project Officer 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.

SECTION H - Special Contract Requirements

H.1. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

- a. The Government will furnish to the Contractor for use in connection with this contract the materials/equipment set forth below:

Microcomputers

- b. All materials provided hereunder are for exclusive use in performance

of this contract. Any such material not expended in performance of this contract shall be returned to CPSC upon completion of the contract.

- c. All other materials/equipment required in the performance of this contract, shall be furnished by the Contractor.

PART II - CONTRACT CLAUSES

SECTION I - Contract Clauses

I.1. CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clauses by reference from the Federal Acquisition Regulation (48 CFR CHAPTER 1) with the same force and effect as if set forth in full text. Upon request, the Contracting Officer will make its full text available.

Clause	Title	Date
52.223-06	Drug-Free Workplace	Jan. 1997
52.224-01	Privacy Act Notification	April, 1984
52.224-02	Privacy Act	April, 1984
52.237-02	Protection of Government Buildings, Equipment, and Vegetation	April, 1984
52.243-01	Changes - Fixed Price	Aug. 1987
52.249-01	Termination for Convenience of the Government (Fixed Price) (Short Form)	April, 1984
52.249-08	Default (Fixed-Price Supply and Service)	April, 1984

I.2. HANDLING OF CONFIDENTIAL INFORMATION

- a. If the Contractor obtains confidential business information about any company in connection with performance of this contract, either from the CPSC or from the other company itself, the Contractor agrees that it will hold the information in confidence and not disclose it either to anyone outside the CPSC or to any Contractor employee not involved in performance of this contract.
- b. At the completion of performance of this contract, the Contractor shall return any confidential information, obtained as described above, either to its owner or to the CPSC. No such information shall be retained by the Contractor. Furthermore, the Contractor agrees not to use any such confidential business information for any purpose other than performance of this contract. The Contractor shall maintain confidential business information obtained as described in this article in a safe or locked file cabinet to which only employees performing work under this contract shall have access. A log shall be maintained to

reflect each entry to the safe or cabinet. The Contractor shall provide to the CPSC Division of Procurement Services, and keep current, a list of all employees with such access. The Contractor shall require each such employee to execute an affidavit as set forth in Attachment 3, Affidavit of Nondisclosure; the original and one copy of each affidavit shall be sent to the CPSC Contracting Officer.

A site inspection of the Contractor's security measures for confidential information may be performed by the CPSC Project Officer prior to contract award and periodically during contract performance as deemed necessary by the CPSC Project Officer. Approval of the security measures by the CPSC Project Officer may be a prerequisite to contract award.

- c. FAILURE BY THE CONTRACTOR TO COMPLY WITH THE TERMS OF THIS CLAUSE MAY BE TREATED AS A DEFAULT PURSUANT TO THE TERMS OF THIS CONTRACT.

I.3. RIGHTS IN DATA

- a. The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this contract. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, motion pictures with or without accompanying sound, motion picture scripts, musical compositions, sound tracks, translations, survey reports, research or study reports, instruction manuals, and related information. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
- b. All "subject data" first produced in the performance of this contract shall be the sole property of the Government. Except for his own internal use, the Contractor shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such data to the public.
- c. The Contractor agrees to grant and does hereby grant to the Government and its officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world (1) to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data not first produced or composed in the performance of this contract but which is incorporated in the work furnished under this contract; and (2) to authorize others so to do.
- d. The Contractor shall indemnify and save and hold harmless the Government, its officers, agents and employees acting

within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this contract.

- e. Nothing contained in this clause shall imply a license to the Government under any patent to be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- f. Paragraphs c. and d. above are not applicable to material furnished to the Contractor by the Government and incorporated into the work furnished under the contract: Provided, such incorporated material is identified by the Contractor at the time of delivery of such work.
- g. Whenever any subject data is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Government's rights in this subcontractor's subject data.

I.4. PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (MAY 1995)

- a. In accordance with Executive Order 12873, dated October 20, 1993, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.
- b. The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, and carbonless paper. A higher standard of 50% recovered material, with 20% postconsumer material, applies to other uncoated printing and writing papers such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard for either of the standards specified in this clause is 50% recovered material content of certain industrial by-products.

I.5. SEAT BELT USE

In an effort to reduce deaths and injuries resulting from motor vehicle accidents, President Clinton has issued Executive Order 13043 requiring the use of seat belts by federal employees while on official government business. The Executive Order also encourages federal contractors, subcontractors, and grantees to adopt and enforce on-the-job seat belt policies and programs for their employees when operating government-owned or leased vehicles, company-owned, rented, or personally-owned vehicles.

SECTION J - LIST OF ATTACHMENTS

1. Clause 52.0000-4004B
2. Clause 52.213-4
3. Affidavit of Nondisclosure

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2. 52.213-4 G:\USERS\ADCB\RDWRITE\COMP\213-4.doc 13

1. INSTRUCTIONS TO CONTRACTOR

I. 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. Taxpayer Identification Number (TIN)
3. Invoice date (use of invoice number in addition to invoice date is prudent but not required).
4. The contract or purchase order number (see block 3 on page 1 of this order), or other authorization for delivery of goods or services.
5. Description, price and quantity of goods or services actually delivered or rendered.
6. Shipping cost terms (if applicable).
7. Payment terms.
8. Other substantiating documentation or information as specified in the contract or purchase order.
9. Name (where practicable), 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:

Accounting Officer, Div. of Financial Services, Room 522
U. S. Consumer Product Safety Commission
Washington, D. C. 20207-9910

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.

II. 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 the Accounting Officer on (301) 504-0018 at the following address:

Accounting Officer, Div. of Financial Services,
Room 522

U. S. Consumer Product Safety Commission
Washington, D. C. 20207-9910

Complaints related to the late payment of an invoice should be directed to Deborah Peebles Hodge, Director, Division of Financial Services at the same address (above).

- III. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER Contact:
Dodie B. Kessler (301) 504-0444 ext. 1147.

RECEIVING REPORTS FOR SMALL PURCHASES (OPTIONAL FORM 347 BACK) PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

The accompanying Receiving Report (Optional Form 347 BACK), provided with the copy of your executed Purchase Order (Optional Form 347), 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 Receiving Report must be appropriately completed, signed and dated by the authorized receiving official.

In addition, column (G), Quantity Accepted, on the Purchase Order, must be completed. Upon completion, the original copy of the Receiving Report and a copy of the Purchase Order must be immediately forwarded to the Division of Financial Services so that payment can be processed pursuant to the Prompt Payment Act. Additional copies should be made and retained consistent with local office procedures.

PROPERTY/EQUIPMENT PURCHASES

In the case of Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Receiving Report and a copy of the Purchase Order must also be immediately forwarded directly to the Property Management Officer (Rey Garcia) in the Administrative Services Branch (Room 520). The transmittal of Receiving Reports and Purchase Order copies to the Property Management Officer is critical to the integrity and operation of CPSC Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

2. 52.213-4

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JULY 2000)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
- (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.222-3, Convict Labor (AUG 1996) (E.O. 11755).
 - (ii) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).
 - (iii) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - (2) Listed below are additional clauses that apply:
 - (i) 52.232-1, Payments (APR 1984).

- (ii) 52.232-8, Discounts for Prompt Payment (MAY 1997).
- (iii) 52.232-11, Extras (APR 1984).
- (iv) 52.232-25, Prompt Payment (JUN 1997).
- (v) 52.233-1, Disputes (DEC 1998).
- (vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (OCT 1998).
- (viii) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

- (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States).
 - (ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246) (Applies to contracts over \$10,000).
 - (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000).
 - (v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
 - (vi) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500).
 - (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).
 - (viii) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (FEB 2000) (41 U.S.C. 10a - 10d) (Applies to Contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
 - A) Is set aside for small business concerns; or
 - B) Cannot be set aside for small business concerns (19.502-2), and does not exceed \$25,000).
 - (ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the

payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

- (x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)

(2) Listed below are additional clauses that may apply:

- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).
 - (ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).
 - (iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).
 - (iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were taken in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
<http://www.arnet.gov/far>
- (d) Inspection/Acceptance. The Contractor shall tender for acceptance only 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. The Government must exercise its postacceptance rights--
- (1) Within a reasonable period of 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.
- (e) 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.

- (f) 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 that 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 that reasonably could have been avoided.
- (g) 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.
- (h) 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.

(End of clause)