

2. Contract No. **CPSC-S-02-1056** 3. Award/Effective Date **Mar 13, 2002** 4. Order Number 5. Solicitation Number 6. Solicitation Issue Date

7. For Solicitation Information Call: a. Name **PETER J NERRET** b. Telephone No (No collect calls) **(301) 504-0444** 8. Offer Due Date/Local Time

9. Issued By **US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408** Code **CPSC** 10. THIS ACQUISITION IS:  Unrestricted  Set-Aside % for  Small Business  Small Disadv. Business  8(A) SIC: Size Standard: 11. Delivery for FOB Destination  See Schedule 12. Discount Terms Discount: 0% Net due: 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 COMM. OFFICE OF INFO AND PUBLIC AFFAIRS 4330 EAST WEST HIGHWAY ROOM 519 BETHESDA, MD 20814-4408** Code **EXPA103** 16. Administered By **PETER J NERRET (301) 504-0444 EXT. 1150** Code **PJN**

17a. Contractor/Offeror **DC ARC 900 VARNUM ST. NE WASHINGTON DC 20017-** Code **00010347** Fac Code **Phone No. (202)636-2950 TIN: 520960095** 18a. Payment Will Be Made By **CONSUMER PRODUCT SAFETY COMM ACCT OFFICER DIV OF FIN MGMT ROOM 522 WASHINGTON, DC 20207 (301) 504-0018** Code **PAYMENT**

17b. Check below if remittance is different and put such address in offer.  18b. Submit invoices to address shown in block 18a unless box below is checked.  See Addendum.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	PUBLICATION DISTRIBUTION				NTE \$10,000.00

25. Accounting and Appropriation Data **02 PS EXOB 2200 42286 252h** 26. Total Award Amount (For Govt. Use Only) **US \$10,000.00**

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, 52.212-5 is attached addenda  are  are not attached

28. Contractor is required to sign this document and return  copies to Issuing Office. Contract 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 herein. 29. Award date of contract reference **faxed pricing list of January 28, 2002**  offer dated **Jan 28, 2002**. Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to items: **All**

30a. Signature of Offeror/Contractor 31a. United States of America (Signature of Contracting Officer) *[Signature]* 30b. Name and Title of Signer (Type or Print) **KIM MILES** 30c. Date Signed **03/13/02** 31b. Name of Contracting Officer (Type or Print) **(301) 504-0444** 31c. Date Signed **03/13/02** 31d. Email **kmiles@cpsc.gov**

32a. Quantity in Column 21 has been  Received  Inspected  Accepted and Conforms to the Contract Except as Noted 33. Ship Number  Partial  Final 34. Voucher Number 35. Account Verified Correct

32b. Signature of Authorized Govt. Representative 32c. Date 36. Payment  Complete  Partial  Final 37. Check Number 38. S/R Account No. 39. S/R Voucher No. 40. Paid By

41a. I certify this account is correct and proper for payment 41b. Signature and Title of Certifying Officer 42c. Date 42b. Received At (Location) 42c. Date Rec'd 42d. Total Containers

## STATEMENT OF WORK

### 1. DESCRIPTION

a. Independently and not as an agent of the Government, the Contractor shall furnish all necessary personnel, materials, services, and facilities to perform the work set forth below; except as provided in Section 2., GOVERNMENT FURNISHED MATERIALS/EQUIPMENT.

1) The Contractor shall make distribution of Consumer Product Safety Commission (CPSC) publications, in coordination with the CPSC Project Officer (See Section 5, SHIPMENTS). The Government will provide the publications to the Contractor. Publications include printed pamphlets, brochures and informational flyers. The Contractor shall be required to fill publication requests of single items as well as large/bulk requests. All large/bulk requests shall be mailed directly from the Contractor's facilities to the requestor. The Contractor shall arrange for the United States Postal Service (USPS) to pickup at the Contractor facility all regular mailings, including bulk shipments.

a) In coordination with the CPSC Project Officer, the Contractor shall collate printed material into kits (packets). These kits may be used for seasonal programs and conferences or for responding to requests for information about generic product hazards.

b) The Contractor shall ensure that all materials to be delivered are packaged and packed in accordance with the Contractor's best commercial practice in order to guarantee delivery undamaged to final destination.

b. The Contractor shall receive requests for deliveries from CPSC primarily by way of written request, however telephone and Fax requests may also be issued. The request will include the CPSC publications by title or publication number, quantity necessary, and delivery address. If labels are not provided by CPSC, the Contractor shall type the mailing label directly from the request. Contractor may be required to mail the requested material to outside individuals or organizations or to other CPSC offices located at 4330 East West Highway, Bethesda, Maryland and elsewhere in the Washington, D.C. metropolitan area.

1) Delivery requests (written), normally shall be picked up by the Contractor once (1) per week (Thursday) at CPSC Headquarters, Room 519, EAST WEST TOWERS BUILDING, 4330 East West Highway, Bethesda, Maryland 20814. If pickup location is different than above, the Project Officer will notify Contractor of change. If the Government is closed on the Thursday pickup day, the Contractor shall make pickup the next business day, unless other

arrangements have been made in coordination with the Project Officer.

- 2) Publications normally shall be mailed to consumers, however, deliveries may be required to go to CPSC Headquarters, Room 519, EAST WEST TOWERS BUILDING, 4330 East West Highway, Bethesda, Maryland.
- c. The Contractor is required to provide storage and mailing facilities within a 15 mile radius of the CPSC Headquarters located at 4330 East West Highway, Bethesda, Maryland.
- d. When Publication stock becomes low, the Contractor may be required to mail out form letters (supplied by the CPSC) informing requesters that some materials are out-of-stock or that there is insufficient quantity on hand to totally fill the order.
- 1) The Contractor shall inform the CPSC Project Officer when any particular stock item declines to a point at which time the estimated demand will totally deplete the stock before the month's end. The Contractor shall supply a reasonably accurate count of any item within one (1) hour to the CPSC Project Officer as required. The contractor shall notify the CPSC Project Officer of any item out of stock within (1) one working day of depletion.
  - 2) CPSC will arrange for all newly printed materials to be sent directly from the printer to the Contractor's location when possible. Upon receipt of newly printed materials, the Contractor shall send 100 copies of each new piece of material to the CPSC Project Officer for review and specific approval before distributing the material to the public.

## 2. PERIOD OF PERFORMANCE

The period of performance is from October 1, 2001 through September 30, 2002.

## 3. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

- a. The Government shall furnish to the Contractor for use in connection with this contract the materials/equipment set forth below:
- 1) Fact Sheets, folders, posters, brochures, and other printed material Franked envelopes and franked mailing labels
  - 2) Monitor, NEC, VGA, Multisync 2A Model JC1403HMA, Serial #13L16330F;
  - 3) Central Processing Unit(CPU), DELL, Model 486/25, Serial #1Wr82;
  - 4) Barcode Printer/Mailing Address, RENA SYSTEMS, Model DA-600, Serial #A5109;

- 5) Universal Tabber, Mailing, RENA SYSTEMS, Model UT-361, Serial #A5110;
- 6) Digital Postal Scale, PITNEY BOWES, Model A-570, Serial #12747;
- 7) Mailing Allocator, PITNEY BOWES, Model A-300, Serial #14047.
- 8) Model 5600 Mailing Machine (SER# 192593);
- 9) Model 6590 UPS Meterhead (Ser# 6210865);
- 10) Model 6505 USPS Meterhead (Ser# 2310482)

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.

#### 4. SERVICES AND PRICES

The following rates have been established by the Committee for Purchase from the Blind and Other Severely Handicapped for fiscal year 2002, and are applicable to this contract. Pricing rates for the option years will be reviewed and adjusted, as necessary, prior to the exercise of each option year.

Task/Item	Rates
a. Hand Inserting	
(1) 1 piece into envelopes, through sizes 4-1/8" x 9-1/2"	\$72.52 per 1000
(2) Per each additional piece in same envelope, up to 3 pieces	\$17.06 per 1000
(3) 1 piece into envelopes, sizes over 4-1/8" x 9-1/2" through 12" x 16"	\$89.57 per 1000
(4) Per each additional piece in same envelope, up to 3 pieces	\$21.02 per 1000
(5) Tight items with less than 1/8" around	\$94.37 per 1000
b. Hand Folding	
(1) Single sheet, single fold, through 9" x 12"	\$38.06 per 1000
(2) Single sheet, double fold, through	

sizes 9" x 12" \$62.60 per 1000

(3) Single sheet, single fold, sizes  
over 9" x 12" through 11" x 17" \$50.62 per 1000

NOTE: A #10 Envelope is 4 1/8" x 9-1/2".

(20% Reduction in price per 1,000 allowed for all  
quantities in excess of initial 50,000/order.)

c. Machine Folding (20% Reduction in price per 1,000  
allowed for all quantities in excess of initial 50,000/order)

(1) Single sheet, single fold through  
sizes 9" x 12" Not priced

(2) Single sheet, single fold sizes  
over 9" x 12" through 11" x 17" Not priced

(3) Single sheet, double fold through  
sizes 9" x 12" Not priced

d. Hand Labeling

(1) Envelopes, peel and stick, any size \$78.65 per 1000

(2) Self-mailer copy, peel and stick,  
through sizes 9" x 12" \$91.08 per 1000

(3) Self-mailer copy, peel and stick,  
over sizes 9" x 12" through  
12" x 16" \$95.05 per 1000

(4) Wet label, through sizes 3" x 5" \$124.60 per 1000

e. Machine Labeling (Cheshire Labeling) (20% reduction  
in price per 1,000 for all quantities in excess of  
initial 50,000/order)

(1) Envelope, size 4 1/8" x 9 1/2" \$30.24 per 1000

(2) Envelope, size 9 1/2" x 12 1/2" \$37.91 per 1000

(3) On copy, through sizes 1/8" thick \$37.91per 1000

(4) On copy, sizes over 1/8" thick Not priced

(5) Piggy back labeling 10% surcharging  
on above machine

labeling rates

f. Sealing

(1) Hand sealing envelopes, all sizes	\$46.05 per 1000
(2) Tucking flap	Not priced
(3) Closing clasp envelopes	Not priced
(4) Closing string fastener envelopes	Not priced
(5) Machine sealing envelopes	Not priced

g. Collating (Hand)

(1) Collate and staple 2 pages	Not priced
(2) Collate 2 pages only	\$40.25 per 1000
(3) Each additional page	\$20.16 per 1000

h. Stapling

(1) 1 staple per book/packet	\$56.02 per 1000
(2) Per each additional staple per book/packet	\$30.74 per 1000

i. Saddle Stitch, Manual

(1) Up to 2 signatures	Not priced
(2) Per each additional signature	Not priced

j. Saddle Stitch, Auto

(1) Up to 2 signatures	Not priced
(2) Per each additional signature	Not priced

k. Reserved

l. Machine Inserting (20% reduction in price per 1,000 for all quantities in excess of initial 50,000/order)

(1) 1 piece, thru sizes 6 1/8" x 9 1/2"	Not priced
(2) Each additional insert of same type	Not priced

m. ZIP Sorting (up to #10)

(1)	Random list up to #10 mailer	\$95.97 per 1000
(2)	List in order up to #10 mailer	\$23.20 per 1000
(3)	Oversized pieces - list in order	\$46.37 per 1000
(4)	Oversized pieces - random list	\$119.10 per 1000
n.	Tie Bundles & Bag (zip sorting not included)	\$ 4.00 per 1000
o.	Metering by machine (Envelopes/Self Mailer)	\$21.78 per 1000
p.	Inside Pickup (in addition to Item w)	
(1)	Handling	
(a)	Loose cartons	\$ 1.46 each
(b)	Loose skids/pallets	\$12.76 each
q.	Storage Charge Per Cubic Foot of Space (\$0.429pcf) Avg. skid: 80 cu. ft.	\$34.32 per full skid/per mo.
r.	Addressing Typewritten/Data Entry	\$0.153 per line
s.	Hourly Rate Tasks	\$37.50 per hour

Hourly rates for tasks listed below includes the cost of packaging materials, except for such special containers or items as jiffy bags, boxes, rubber stamps, plastic bags or shrink-wrapping material. Requirements, not covered by a specific task category shall be charged at the hourly rate of \$37.50 per hour.

- (1) Postal preparation (In accordance with current regulations)
- (2) Wrapping, packaging and other miscellaneous hand bindery services
- (3) Clipping, using paper clips
- (4) Tabbing (Notebook assembly)
- (5) Edge sealing (Shrink wrapping)
- (6) Precanceled Stamps
- (7) Jogging
- (8) Match Work

- (9) Pasting, strip
- (10) Pasting full
- (11) Flapping envelopes (prior to inserting)
- (12) Kit assembly
- (13) Bursting

Metering Bulk Packages/Quantities (Approx. 1,475 per hour) (varying sizes)  
In and out handling for stored materials

Rubber Stamping

Fulfillment

Inventorying

- |    |   |                          |
|----|---|--------------------------|
| t. | Premium charge for next work day<br>turn around   | 50% over<br>regular bill |
| u. | Minimum charge per order  | \$91.98                  |
| v. | Minimum set up charge for individual<br>machine task changes on runs of 5,000<br>or under | \$35.34                  |
| w. | Transportation  |                          |

Delivery service or Special pickup within the Metropolitan D.C. area per trip. Trip includes pickup of up to 5 loose cartons. Excess material pickup will be charged at rates below, less 25% for loading dock pickup.

- |     |  |                            |
|-----|--|----------------------------|
| (2) | Transportation Loose Cartons (over 5)      | \$ 1.42 each               |
| (3) | Transportation per skid or pallet, up to 2 | \$67.43 per<br>skid/pallet |
| (4) | Transportation per each additional skid    | \$22.47 per<br>skid/pallet |

Special Items: Occasionally, the Contractor may be required to provide such items as rubber stamps, corrugated materials for mailing films, packing fill (Styrofoam peanuts) or containers, etc. These items shall be priced at cost

and shown as separate items on the invoice, indicating quantity provided, unit and total price. Authorization for the purchase of special items must be given in advance by the CPSC Project Officer.

- y. Photocopying Not priced
- z. Other
  - (1) Jiffy Bags at cost
  - (2) Recycled Boxes at cost
  - (3) Press and Stick Labels \$6.98 per 1000
  - (4) Production of Press and Stick Labels \$39.17 per 1000

5. SHIPMENTS

- a. Kenneth Giles shall coordinate any supplies and/or services to be furnished under this contract.
- b. Coordination of publications by CPSC, will normally be by written request, but may be by telephone or telefacsimile. DCARC shall deliver the publications on their next scheduled delivery to CPSC, unless other arrangements are coordinated between DCARC and the CPSC Project Officer.
- c. Individuals authorized to coordinate for supplies/services are listed below:

Kenneth Giles, Project Officer	(301) 504-0580 x1184
Kim Dulic, Alternate Project Officer	(301) 504-0580 x1183
Becky Bailey, Alternate project Officer	(301) 504-0580 x1187

- d. If deemed necessary, the Project Officer may telefacsimile (FAX) or telephone coordination information to the contractor's place of business. Listed below are the telephone and fax numbers of the contractor.

Contractor Fax No. (202) 832-5399  
Contractor Tele No. (202) 636-2950

(END)

6. 52.0000-4004B CONTRACTOR'S NOTE

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 on late payments 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 shall be used are the Standard Forms (SF), SF 1034 (Public Vouchers for Purchase and Services Other Than Personal) and SF 1035 (Continuation Sheet). At a minimum, each invoice shall include:

The name and address of the business concern (and separate remittance address, if applicable).

Taxpayer Identification Number (TIN)

Invoice date (use of invoice number in addition to invoice date is prudent but not required).

The contract or purchase order number (see block 3 on page 1 of this order), or other authorization for delivery of goods or services.

Description, price and quantity of goods or services actually delivered or rendered.

Shipping cost terms (if applicable).

Payment terms.

Other substantiating documentation or information as specified in the contract or purchase order.

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. The Standard Forms (SF), SF 1034 (Public Voucher for Purchases and Services other than Personal) and SF 1035 (continuation sheet) can be downloaded at the General Services Administration's (GSA) web-site (<http://www.arnet.gov/far>).

II. PAYMENT

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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).

ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER  
Contact: Peter J. Nerret, Sr. (301) 504-0444 ext. 1150

### III. 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.

### IV. 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.

**F. 52.212-4 Contract Terms and Conditions--Commercial Items (May 2001)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance 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 re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

- (1) Within a reasonable 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.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) 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.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin;  
or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) 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 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 which reasonably could have been avoided.

(m) 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.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) 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.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations

applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
  - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
  - (3) The clause at 52.212-5.
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The Standard Form 1449.
  - (8) Other documents, exhibits, and attachments.
  - (9) The specification.
- (End of clause)

**G. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Feb 2001)**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders

applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

\_\_\_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

\_\_\_(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

\_\_\_(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_(ii) Alternate I to 52.219-5.

\_\_\_(iii) Alternate II to 52.219-5.

\_\_\_(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3)).

\_\_\_(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

\_\_\_(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

\_\_\_(8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_(ii) Alternate I of 52.219-23.

\_\_\_(9) 52.219-25, Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_(10) 52.219-26, Small Disadvantaged Business Participation Program-- Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

\_\_\_(12) 52.222-26, Equal Opportunity (E.O. 11246).

\_\_\_(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

\_\_\_(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.

793).

\_\_\_ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

\_\_\_ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

\_\_\_ (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a - 10d).

\_\_\_ (19) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

\_\_\_ (ii) Alternate I of 52.225-3.

\_\_\_ (iii) Alternate II of 52.225-3.

\_\_\_ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_\_\_ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

\_\_\_ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

\_\_\_ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

x (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

\_\_\_ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

\_\_\_ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

\_\_\_ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(ii) Alternate I of 52.247-64.

The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

*[Contracting Officer check as appropriate.]*

  x (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

  x (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

   (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

   (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

   (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

   (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until

such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)