

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

Offeror to Complete Blocks 12, 17, 23, 24, & 30

1. Requisition Number
000263004-0001

PAGE 1 OF 15

2. Contract No.
GS35F0585J

3. Award/Effective Date
Sep 27, 2004

4. Order Number
CPSCF041232

5. Solicitation Number
CPSC-Q-04-1232

6. Solicitation Issue Date
Apr 5, 2004

7. For Solicitation Information Call:

a. Name ROSE MARY HEIDENREICH
rheidenreich@cpsc.gov

b. Telephone Number (No collect calls)
(301) 504-7040

8. Offer Due Date/Local Time
May 3, 2004 / 03:00 PM

9. Issued By
Code CPSC
US CONSUMER PRODUCT SAFETY COMM
DIVISION OF PROCUREMENT SERVICES
4330 EAST WEST HWY ROOM 517
BETHESDA, MD 20814-4408

10. This Acquisition is
 Unrestricted
 Set-Aside % for
 Small Business
 HubZone Small Business
 8(A)
NAICS: 514199
Size Standard: _____

11. Delivery for FOB Destination Unless Block is Marked.
 See Schedule

12. Discount Terms
Discount: 0%
Days: 0
Net due: 30

13a. This contract is a rated order under DPAS (15 CFR 700)

13b. Rating S1

14. Method of Solicitation
 RFQ IFB RFP

15. Deliver To
Code ADPS995
CONSUMER PRODUCT SAFETY COMM.
DIVISION OF PROCUREMENT SERVICES
4330 EAST WEST HIGHWAY ROOM 517
BETHESDA, MD 20814-4408

16. Administered By
ROSE MARY HEIDENREICH
(301) 504-7040
Code RMH

17a. Contractor/Offeror
Code 00019992 Facility Code
COMPUSEARCH SOFTWARE SYSTEMS, INC.
22685 HOLIDAY PARK DRIVE
SUITE 40,
DULLES VA 20166
Telephone No. (703) 481-3442 TIN: _____

18a. Payment Will Be Made By
Code PAYOFF
CONSUMER PRODUCT SAFETY COMMISSION
DIVISION OF FINANCIAL SERVICES
4330 EAST WEST HWY, ROOM 522B
BETHESDA, MD

17b. Check 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

25. Accounting and Appropriation Data
04 PS EXOB 2630 54176 311F

26. Total Award Amount (For Govt. Use Only)
US 392,227.28

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 1 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 herein.

29. Award of Contract: Reference. _____ 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
See pg 1b

30b. Name and Title of Signer (Type or Print)
DONNA HUTTON
dhutton@cpsc.gov

30c. Date Signed
09/21/04

31a. United States of America (Signature of Contracting Officer)
Donna Hutton

31b. Name of Contracting Officer (Type or Print)
DONNA HUTTON
dhutton@cpsc.gov

31c. Date Signed
09/21/04

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
 Complete Partial Final

37. Check Number

38. S/R Account Number

39. S/R Voucher Number

40. Paid By

41a. I certify this account is correct and proper for payment

41b. Signature and Title of Certifying Officer

41c. Date

42a. Received By (Print)

42b. Received At (Location)

42c. Date Rec'd (YY/MM/DD)

42d. Total Containers

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

Offeror to Complete Blocks 12, 17, 23, 24, & 30

PAGE 1 OF 16 1b

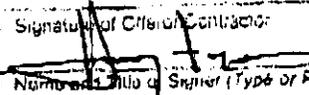
2. Contract No GS15F0333	3. Award/Effective Date Sep 27, 2004	4. Order Number CPSCFO41232	1. Requisition Number 000263004-0001	8. Solicitation Issue Date Apr 5, 2004
7. For Solicitation Information Call		a. Name ROSE MARY HEIDENREICH rheidensreich@cpsc.gov		b. Telephone Number (No collect calls) (301) 504-7040
9. Issued By US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 317 BETHESDA, MD 20814-4408		10. This Acquisition is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set-Aside % for <input type="checkbox"/> Small Business <input type="checkbox"/> HubZone Small Business <input type="checkbox"/> R(A) NAICS: 514100 Size Standard:		11. Delivery for FOB Destination Unless Block is Marked. <input type="checkbox"/> See Schedule
				12. Discount Terms Discount: 0% Days: 0 Net due: 30
				13a. This contract is a rated order under DPAS (15 CFR 700) <input checked="" type="checkbox"/>
				13b. Rating S1
				14. Method of Solicitation <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP

15. Deliver To CONSUMER PRODUCT SAFETY COMM. DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HIGHWAY ROOM 317 BETHESDA, MD 20814-4408	Code ADPS995	18. Administered By ROSE MARY HEIDENREICH (301) 504-7040	Code ZMH
17a. Contractor/Offeror COMPUSEARCH SOFTWARE SYSTEMS, INC. 2268 HOLIDAY PARK DRIVE SUITE 40 DUMFRIES VA 20106	Code 00019992 Facility Code	18a. Payment Will Be Made By CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF FINANCIAL SERVICES 4330 EAST WEST HWY, ROOM 322B BETHESDA, MD	Code PAYOFF
Telephone No. (703) 881-2442	TIN:	18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked <input checked="" type="checkbox"/> See Addendum.	
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

25. Accounting and Appropriation Data OF PS EXOB 3630 54176 311F	26. Total Award Amount (For Govt. Use Only) US \$ 192,227.28
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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	27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached
<input checked="" type="checkbox"/> 28. Contractor is required to sign this document and return 1 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 herein.	29. Award of Contract Reference: _____ Offer Dated: _____ Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to terms.

30a. Signature of Offeror/Contractor 	31a. United States of America (Signature of Contracting Officer) see signature pg 1a
30b. Name and Title of Signer (Type or Print) Henry Frain, President	31b. Name of Contracting Officer (Type or Print) DONNA HUTTON dhutton@cpsc.gov
30c. Date Signed 09/24/04	31c. Date Signed 09/27/04

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 <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	37. Check Number
<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	41b. Signature and Title of Certifying Officer	41c. Date	42a. Received By (Print)	42b. Received At (Location)	42c. Date Rec'd (YY/MM/DD)	42d. Total Contract
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SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	BASE PERIOD				
	SEPTEMBER 27, 2004 THROUGH SEPTEMBER 26, 2005				
0001	THE CONTRACTOR SHALL DELIVER COMMERCIAL-OFF-THE-SHELF (COTS) SOFTWARE, LICENSES, AND MAINTENANCE FOR A FULLY FUNCTIONING CONTRACT WRITING SYSTEM IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK.				
0001AA	CONTRACT WRITING SYSTEM SOFTWARE	1	LT	188,399.27	188,399.27
0001AB	INSTALLATION/IMPLEMENTATION	1	LT	0.00	0.00
0001AC	MACHINE-TO-MACHINE INTERFACE WITH FPDS-NG (THE PERPETUAL LICENSE FOR FPDS-NG HAS BEEN INCLUDED AT NO CHARGE)	1	LT	0.00	0.00
0001AD	ON-SITE IMPLEMENTATION SUPPORT (TWO WEEKS)	1	LT	6,647.20	6,647.20
0001AE	TRAINING: SYSTEM ADMINISTRATOR-UP TO 3 USERS.	1	LT	528.26	528.26
0001AF	TRAINING: CONTRACT SPECIALIST - UP TO 20 ACTIVE USERS	1	LT	14,086.71	14,086.71
0001AG	TRAINING: REQUISITIONERS - UP TO 80 NON-ACTIVE USERS	1	LT	14,086.88	14,086.88
0001AH	TRAINING: DATABASE MANAGEMENT - UP TO 3 USERS	1	LT	1,846.48	1,846.48
0001AI	ON-SITE SUPPORT AFTER TRAINING AND INSTALLATION - TWO WEEKS	1	LT	6,647.20	6,647.20
0001AJ	INTERFACE WITH FINANCIAL MANAGEMENT SYSTEM	1	LT	80,248.16	80,248.16
0001AK	ORACLE DATABASE ADMINISTRATION SERVICES (PRORATED)	1	LT	17,555.67	17,555.67
0001AL	FAR CLAUSES AND CPSC CLAUSES	1	LT	548.05	548.05
0001AM	HELP DESK OFF-SITE/TELEPHONE/FAX AND MAINTENANCE FOR SOFTWARE FOR BASE PERIOD (PRORATED)	1	LT	61,633.40	61,633.40
0002	FIRST OPTION YEAR				

SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	SEPTEMBER 27, 2005 THROUGH SEPTEMBER 26, 2006				
0002AA	LICENSE AND MAINTENANCE OF CONTRACT WRITING SYSTEM SOFTWARE.	1	LT	58,565.84	58,565.84
0002AB	MAINTENANCE OF MACHINE-TO-MACHINE INTERFACE WITH FPDS-NG	1	LT	9,956.50	9,956.50
0002AC	MAINTENANCE OF INTERFACE WITH FINANCIAL MANAGEMENT SYSTEM.	1	LT	12,000.00	12,000.00
0002AD	ORACLE DATA BASE ADMINISTRATION/YEARLY PLAN	1	LT	19,726.19	19,726.19
0002AE	FAR CLAUSES AND CPSC CLAUSES	1	LT	730.53	730.53
0002AF	HELP DESK SUPPORT OFF-SITE/TELEPHONE/FAX (NOT SEPARATELY PRICED)	1	LT	0.00	0.00
0002AG	CONTRACT SPECIALIST OR REQUISITIONER TRAINING, 16 HOURS	1	LT	1,610.88	1,610.88
0003	SECOND OPTION YEAR SEPTEMBER 27, 2006 THROUGH SEPTEMBER 26, 2007				
0003AA	LICENSE AND MAINTENANCE OF CONTRACT WRITING SYSTEM SOFTWARE.	1	LT	60,322.48	60,322.48
0003AB	MAINTENANCE OF MACHINE-TO-MACHINE INTERFACE WITH FPDS-NG	1	LT	10,255.20	10,255.20
0003AC	MAINTENANCE OF INTERFACE WITH FINANCIAL MANAGEMENT SYSTEM	1	LT	12,360.00	12,360.00
0003AD	ORACLE DATA BASE ADMINISTRATION/YEARLY PLAN	1	LT	20,317.98	20,317.98
0003AE	FAR CLAUSES AND CPSC CLAUSES	1	LT	752.45	752.45
0003AF	HELP DESK SUPPORT OFF-SITE/TELEPHONE/FAX (NOT SEPARATELY PRICED)	1	LT	0.00	0.00
0003AG	CONTRACT SPECIALIST OR REQUISITIONER TRAINING, 16 HOURS	1	LT	1,659.20	1,659.20
0004	THIRD OPTION YEAR SEPTEMBER 27, 2007 THROUGH SEPTEMBER 26, 2008				

SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0004AA	LICENSE AND MAINTENANCE OF CONTRACT WRITING SYSTEM SOFTWARE.	1	LT	62,132.28	62,132.28
0004AB	MAINTENANCE OF MACHINE-TO-MACHINE INTERFACE WITH FPDS-NG	1	LT	10,562.86	10,562.86
0004AC	MAINTENANCE OF INTERFACE WITH FINANCIAL MANAGEMENT SYSTEM	1	LT	12,730.80	12,730.80
0004AD	ORACLE DATA BASE ADMINISTRATION/YEARLY PLAN	1	LT	20,927.52	20,927.52
0004AE	FAR CLAUSES AND CPSC CLAUSES	1	LT	775.02	775.02
0004AF	HELP DESK SUPPORT OFF-SITE/TELEPHONE/FAX (NOT SEPARATELY PRICED)	1	LT	0.00	0.00
0004AG	CONTRACT SPECIALIST OR REQUISITIONER TRAINING, 16 HOURS	1	LT	1,708.96	1,708.96
0005	FOURTH OPTION YEAR SEPTEMBER 27, 2008 THROUGH SEPTEMBER 26, 2009				
0005AA	LICENSE AND MAINTENANCE OF CONTRACT WRITING SYSTEM SOFTWARE.	1	EA	63,996.56	63,996.56
0005AB	MAINTENANCE OF MACHINE-TO-MACHINE INTERFACE WITH FPDS-NG	1	LT	10,879.75	10,879.75
0005AC	MAINTENANCE OF INTERFACE WITH FINANCIAL MANAGEMENT SYSTEM	1	LT	13,112.72	13,112.72
0005AD	ORACLE DATA BASE ADMINISTRATION/YEARLY PLAN	1	LT	21,555.35	21,555.35
0005AE	FAR CLAUSES AND CPSC CLAUSES	1	LT	798.27	798.27
0005AF	HELP DESK SUPPORT OFF-SITE/TELEPHONE/FAX (NOT SEPARATELY PRICED)	1	LT	0.00	0.00
0005AG	CONTRACT SPECIALIST OR REQUISITIONER TRAINING, 16 HOURS	1	LT	1,760.16	1,760.16

SECTION B - Supplies/Services and Prices/Costs

1. DESCRIPTION OF SERVICES

The contractor shall provide a fully functioning, tested, Contract Writing System in accordance with this statement of work for the Consumer Product Safety Commission (CPSC).

2. TYPE OF CONTRACT

This procurement is a firm-fixed-price, performance based, contract.

3. RESERVED

4. BACKGROUND INFORMATION

In 1991, CPSC purchased the CACI version of the Standard Automated Contracting System (SACONS). Over the years the SACONS system was updated from the DOS to the Windows version and now to the Comprizon.buy version. CACI will discontinue support on the Windows-based version of Comprizon.buy. Due to the Government Initiatives CPSC is required to purchase a fully functioning contract writing system.

5. OBJECTIVES

The objective of this procurement is to purchase a fully functioning and tested contract writing system that is connected to all the integrated e-government initiatives. The contract writing system shall interface with the Federal Procurement Data System Next Generation (FPDS-NG).

6. 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 work set forth below; except as provided in Section 19, Government Furnished Materials/Equipment.

a. Base Period

The Contractor shall deliver a fully tested Contract Writing System from requirement definition through contract completion and closeout. Services related to the Contract Writing System shall include the following:

1) Initial Meeting

The Contractor shall meet with the CPSC Project Officer and CPSC staff to discuss the full implementation of requirements of the Contract Writing System. The Contractor shall provide an implementation plan.

2) Implementation Plan and Schedule

The Contractor shall schedule within 10 calendar days after the effective date of the award a meeting to discuss specific requirements including, but not necessarily limited to the following:

- a) Delivery schedule of software and licenses
- b) Installation and implementation dates, and
- c) Schedule for all deliverables
- d) Coordination with CPSC Information (IT) personnel.

3) Reports

The Contractor shall provide oral weekly reports and monthly written reports as specified in Section 7, Reporting Requirements, with a Final written Report at the end of the base period.

- 4) The Contractor shall provide a software license for the Contract Writing System.
- 5) The Contractor shall Install and test both the Contract Writing System Software and Oracle Database Management Software.
- 6) Reserved
- 7) The Contractor shall demonstrate the completely installed and tested Contract Writing System
- 8) The Contractor shall provide Machine-to-Machine Interface with FPDS-NG
- 9) The Contractor shall provide Help Desk Support and Services onsite and via telephone and/or fax as required.
- 10) The Contractor shall provide services required for Data Base Management for upgrades, changes, and amendments.
- 11) The Contractor shall provide training courses for Contract Writing System to include the System Administrator, Requisitioners, Contract Specialists, and Information Technology Data Base Manager for the Information Technology Equipment and Software.
- 12) The Contractor shall include system documentation for all phases, and either a written training manual and/or on-line training.
- 13) The Contractor shall provide reports that are standard for the Contract Writing System.
- 14) The Contractor shall provide Maintenance Agreements for Software.
- 15) Interface with CPSC Financial Management System. The contract writing procurement system shall be fully integrated with the CPSC Financial Management System which is connected to the Department of the Interior, National Business Center located in Denver, Colorado. All Accounting items designated by the Financial Management System which will include but not be limited to the CPSC PIIN Number, Contractor, name address, City, State, and zip code, DUNS numbers, Tax identification (TIN) number, obligation/de-obligating amount and accounting an appropriation data as appropriate, banking information as appropriate, etc. A written report on the results of the Financial Management System shall be provided.

b. **Reserved**

c. **Contract Writing System Basic Requirements:**

- 1) The Contractor shall provide a fully integrated, tested web-based Contract Writing Procurement System Software package under the General Services Administration (GSA) Federal Supply Schedule that has certification approval by the Global Computer Enterprises, Inc. (GCE, Inc.), a Contractor by General Services Administration (GSA) who implemented the new FPDS-NG. The Contractor shall provide access for approximately 100 CPSC users with expansion capabilities.
- 2) The Contractor shall provide a commercial-off-the-shelf (COTS) software product which shall function as the standard acquisition and reporting system for the Consumer Product Safety Commission (CPSC).
- 3) The Contract Writing System shall provide an automated information system designed to support procurement functions from requirements definition through contract completion and closeout.
- 4) The Contractor shall deliver, install, implement, provide training, and maintain the system in accordance with this Statement of Work.

d. Contract Writing Minimum Features

The Contractor shall at a minimum provide the system proposed shall offer the following features:

- 1) Create, copy, modify or cancel requisitions
- 2) Workload assignment to contract specialists
- 3) Generation of complete solicitation packages, amendments, contract awards and modifications, including:
 - a) Creation and revision of line items and associated pricing
 - b) Fixed price, "not to exceed," and "estimated" line item amounts, fully funded, partially funded, and "subject to availability of funds" awards
 - c) Incorporation of specifications and statements of work
- 4) System shall recognize option year funding which shall not to be included in the contract total.
- 5) All solicitation and award types specified in the Federal Acquisition Regulation (FAR) shall be supported, including but not limited to purchase orders, Federal Supply Schedule delivery orders, indefinite delivery contracts (with associated delivery/task orders) and blanket purchase agreements (BPA's) and BPA calls (orders against the BPA).
- 6) Integration of updates to Federal Acquisition Regulation (FAR) clauses
- 7) Integration of CPSC local clauses
- 8) Text files import capabilities
- 9) Supervision worksheets for workload reports, assignment/reassignment, and procurement lead times
- 10) Vendor files management
- 11) Bidder's mailing list management
- 12) Interface with and fulfill Federal Procurement Data System – Next Generation (FPDS-NG) reporting requirements.
- 13) Reserved
- 14) Reserved
- 15) System shall include password and security features which shall provide user log-on and validation, the ability to establish permissions based on user levels, and data confidentiality.
- 16) Storage, repository and searchable data warehouse access to all documents generated and input into the system
- 17) Reporting and search capabilities, including search by contractor name and contract number, obligations, etc.
- 18) The system shall associate all actions and modifications to the award throughout the life of the award.
- 19) Mentoring and knowledge transfer. Mentoring provides direct hands-on training to designated CPSC technical staff and shall include the opportunity to ask questions and resolve any technical issues regarding maintenance and operation of the system.
- 20) Have capabilities to develop Custom Reporting

- 21) Tracking capabilities from requisition, solicitation, through award, modification, etc.
- 22) The Contract Writing System shall use Microsoft Word and have a data warehouse with the system.

e. Help Desk/Support

- 1) The Contractor shall provide Help Desk Support for problems, updates, changes, etc.
- 2) The Contractor shall provide telephone support services during normal business hours. The Contractor shall respond to critical problems using best good-faith efforts, by providing advice, by correcting, either onsite or via remote access, defects, errors and system problems.
- 3) Telephone help desk support to handle CPSC's questions relating to general operation of the system and/or problems.

f. Maintenance

The Contractor shall include the cost of system maintenance, updates, upgrades, or enhancements including appropriate documentation. The updates, revisions, replacements, enhancements, additions or conversions to the system software shall be supplied to CPSC and shall become a part of, and subject to this contract. Maintenance pricing shall include coverage of the entire system, including all upgrades, changes, and revisions at no additional charge.

7. REPORTING REQUIREMENTS

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

a) Weekly Oral Status Reports for both Phases of the contract

The Contractor shall provide oral status report by telephone with a follow-up e-mail or written letter to the CPSC Project Officer as follows:

- 1) Progress relative to the schedule,
- 2) All identified problems,
- 3) Proposed resolutions to the problems,
- 4) Proposed changes to the schedule,
- 5) Requests for CPSC assistance, and
- 6) Other matters pertinent to the contract shall be addressed at that time.

b) Monthly Written Progress Reports for all Phases of the Contract

- 1) Format - the typed report shall be in the following format:
 - a) Cover including Contractor's name, contract number, enclosed in a binder
 - b) Typed Table of Contents
 - c) Size -Standard 8½ by 11 inch paper with one inch margins
 - d) Typewritten & reproducible, readable by Microsoft Word or in PDF format
- 2) Content - Monthly Progress Report

The Contractor shall provide written Monthly Progress Reports for all Phases of the Contract as follows:

- a) Progress relative to the schedule,
- b) All problems encountered,
- c) Proposed resolutions to the problems,
- d) Proposed changes to the schedule,
- e) Explanation for proposed changes,
- f) Requests for CPSC assistance, and
- g) Other matters pertinent to the contract shall be addressed at that time.

c. **BASE PERIOD – FINAL REPORT**

The Contractor shall provide for the Base Period report:

- a) Written Project Plan and Schedule
- b) Final Written Base Period Report

d. **FINAL REPORT**

The Contractor shall provide the following for the Final Reports

- 1) Reserved
- 2) Interface with Financial System.
- 3) Report on any additional reporting, search and analytical abilities.
- 4) Report on Support Services that includes maintenance of the entire system.
- 5) Reserved

8. PACKAGING AND MARKING

All materials to be delivered shall be packaged and marked in accordance with the Contractor's best commercial practice in order to guarantee delivery undamaged to final destination. In addition to normal markings, the contract number shall be cited on the outside package.

9. ACCEPTANCE OF DELIVERABLES

- a. All materials submitted for approval will be reviewed by the Commission within fourteen (14) working days after date of receipt.
- b. Acceptance/rejection will be transmitted to the Contractor by the CPSC Project Officer in writing within thirty (30) working days after review of (goods or services.)
- c. Acceptance/rejection will be based on conformance with the Statement of Work.
- d. Timeliness of delivery for all phases
 - 1) Excellent performance is defined as meeting the implementation plan and schedule within 1 day of required delivery date.

- 2) Successful performance is defined as meeting the implementation plan and schedule within two weeks of the implementation plan and schedule.
 - 3) Unsuccessful performance is defined as any deliverable after the two weeks of implementation plan and schedule where the deduction will be applied.
- e. Upon submission of any contract deliverable, including reports specified in Section 7, Reporting Requirements, the Contractor shall submit to the Contracting Officer a copy of the dated cover letter transmitting such deliverables.

10. PERIOD OF PERFORMANCE

- a. The base period of performance of this contract shall be from the effective date of award through September 26, 2005.
- b. Option periods, if exercised, shall be in accordance with the dates specified below:
 - 1) First Option Period September 27, 2005 through September 26, 2006
 - 2) Second Option Period September 27, 2006 through September 26, 2007
 - 3) Third Option Period September 27, 2007 through September 26, 2008
 - 4) Fourth Option Period September 27, 2008 through September 26, 2009

11. DELIVERY OR PERFORMANCE

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

ITEM	QUANTITY	DELIVERY OR PERFORMANCE
a. Base Period		
1) Initial Meeting (Section 6.a.1)	1 each	Within 5 days after the effective date of award.
2) Implementation Plan and Schedule (Section 6.a.2)	1 lot	Within 10 days after the effective date of the award.
3) Reports		
a. Oral Reports (Section 6.a.3)	As Required	Weekly
b. Written Reports (Section 6.a.3)	Monthly	Beginning after 1 month of the effective date of the award.
c. Base Period Final Report (Section 6.a.3)	2	Per Implementation Plan and Schedule
4) Installation of Contract Writing System (Section 6.a.5)	1 each	Per Implementation Plan and Schedule
5) Reserved		
6) Machine to Machine Interface with FPDS-NG (Section 6.a.8)	1 lot	Per Implementation Plan and Schedule

7)	Help Desk Support and Services (Section 6.a.9)	As Required	From effective date through end of contract.
8)	Data Base Management Services (Section 6.a.10)	1 lot	From effective date through end of contract.
9)	Demonstration of Contract Writing System		1 each Per Implementation Plan and Schedule
10)	Training and Documentation of the Contract Writing System (Section 6.a.11) and 12)	as Required	Per Implementation Plan and Schedule
11)	Documentation for the Database Management services	As Required	Per Implementation Plan and Schedule System
12)	Maintenance Agreements for software (Section 6.a.14)	As Required	Per Implementation Plan and Schedule
13)	Interface with the Financial Management System (Section 6.a.15)	As Required	Per Implementation Plan and Schedule
14)	Reserved		
15)	Support Services includes Maintenance, upgrades, changes, etc.	As Required	Yearly
16)	Final Report (Section 7.d)	1 ea	Per Implementation Plan and Schedule

12. PLACE OF DELIVERY OR PERFORMANCE

- a. Items specified in Section 11 above, DELIVERY OR PERFORMANCE, shall be mailed or hand delivered to the following address:

U.S. Consumer Product Safety Commission
 Division of Procurement Services
 Room 517
 4330 East West Highway
 Bethesda, Maryland 20814
 Attn: Rose Mary Heidenreich
 Project Officer

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

U.S. Consumer Product Safety Commission
 Division of Procurement Services, Room 517
 Attn: Rose Mary Heidenreich
 Contract Specialist
 Washington, D.C. 20207

13. PAYMENT

- A. In accordance with the Prompt Payment Act (P.L. 97-177), payments under this contract will be due on the 30th calendar day after the later of:
- (1) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
 - (2) The seventh (7th) day after the equipment or service is actually delivered or performed and accepted by the Government.
- b. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the date payment is made.
- c. Final Payment for a task order will be made on or after delivery and acceptance of all items required by the task order.
- d. 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 Section 14, "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.
- e. Payments will be made in accordance with the pricing schedule and acceptance by the CPSC Project Officer of the deliverables. Invoices shall be submitted upon completion of installation and implementation for all deliverables provided by the date of invoice.

14. BILLING INSTRUCTIONS

- a. Pursuant to the Prompt Payment Act (P.L. 97-177), 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.
- b. To assure compliance with the Act, vouchers and/or invoices shall be submitted on SF 1034 and Continuation Form 1035 (or any acceptable form of the Contractor's choosing) in ORIGINAL AND FOUR (4) copies on a monthly basis. As a minimum, each invoice shall include:
- (1) The name of the business concern.
 - (2) Taxpayer Identification Number (TIN).
 - (3) The voucher/invoice number and date.
 - (4) The contract number, and/or task order number any other authorization for delivery.
 - (5) Accounting and appropriation data.
 - (6) Description, price, and quantity of goods or services actually delivered.
 - (7) Labor hours billed by labor category (if applicable).
 - (8) Other direct costs, with sufficient detail to determine allowability and acceptability of charges (if applicable).
 - (9) Travel costs, with applicable receipts and adequate detail to permit review/approval of costs (if applicable).
 - (10) Shipping cost terms (if applicable).
 - (11) Payment terms.
 - (12) Other substantiating documentation or information as specified in the contract or purchase order.
 - (13) Name, where practicable, title, phone number and complete mailing address of responsible official to whom payment is to be sent.
- c. Invoices not submitted in accordance with the above-stated minimum documentation may not be processed for payment until complete documentation is received.
- d. Vouchers/invoices shall be sent to:

Ms. Cecilia R. Smith, Agency Payment Officer
Accounting Operations
Consumer Product Safety Commission

4330 East West Highway Room 522
Washington, D.C. 20207
(Phone: 301-504-7152)

- e. Inquiries regarding payment should be directed to the above-named payment officer. Problems related to the late payment of an invoice should be directed to:

Ms. Deborah Peebles Hodge, Prompt Payment Contact
Division of Financial Management
Consumer Product Safety Commission
4330 East West Highway Room 522
Washington, D.C. 20207
(Phone: 301-504-7150)

- f. SF 1034 and 1035 forms will be furnished by CPSC, Division of Procurement Services, upon request of the Contractor.

15. METHOD OF PAYMENT

Payments by the Government under this contract will be made by electronic funds transfer (EFT).

16. WITHHOLDING OF CONTRACT PAYMENT

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The Government shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

A deduction of payment of \$100.00 per day will be applied after the delivery is late beyond the two weeks of delivery schedule. Additionally, failure of the contract writing system to comply with functions described in the contractor's proposal and those required by this Statement of Work shall result in a \$100 administrative fee, as a deduction to the contract price for each day that the contract writing system remains non-compliant.

17. PROJECT OFFICER DESIGNATION

Rose Mary Heidenreich of the Commission's Directorate for Administration in the Division of Procurement Services has been designated as the Government's Project Officer for this contract. This individual may be reached on (301) 504-7040.

- a. The CPSC Project Officer 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 Section 12, Delivery or Performance.
- (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.

- b. The CPSC 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.

18. KEY PERSONNEL

a. The following individuals have been identified as key contractor personnel for performance under this contract:

NAME	TITLE
Mrs. Cindy Amurao	Project Manager
Mr. Michael Marshall	Technical Support/Installation
Jay Tansing	Procurement Advisor
Charles Yook	Onsite Analyst

b. The personnel specified in the schedule of the contract are considered to be essential to the work being performed hereunder. If these individuals are unavailable for assignment for work under the contract, or it is anticipated that their level of involvement will be significantly different from the negotiated level, the Contractor shall immediately notify the Contracting Officer and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program.

Prior to substitution of key personnel, the Contractor shall obtain the written consent of the Contracting Officer as to the acceptability of the succeeding personnel: Provided that the Contracting Officer may ratify in writing such substitution and such ratification shall constitute the consent of the Contracting Officer required by this clause.

19. 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:

- 1) Access to CPSC,
- 2) The computer room
- 3) Desk and Telephone
- 4) Oracle Database License
- 5) System Hardware

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.

20. CPSC SMOKE FREE POLICY

a. All visiting Contractors or Contractor employees on-site at CPSC shall comply with the Commission's smoke free policy which became effective July 6, 1993.

b. This policy prohibits smoking in all CPSC owned and leased space, both headquarters and field offices, in order to protect the health and comfort of employees and guests. This includes the new East West Towers Building in Bethesda, Maryland.

c. Failure by the Contractor's employees to comply with the terms of this clause may be treated as a default pursuant to the terms of this contract and could result in termination of the contract for default.

52.228-5 Insurance-Work on a Government Installation.

Insurance-Work on a Government Installation (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement

to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)