

AWARD / CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	S1	PAGE	1	OF PAGES	79	
CONTRACT (Proc. Inst. Ident.) NO. CPSC-C-99-1006		3. EFFECTIVE DATE Oct 1, 1998	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 99-1006						
ISSUED BY US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408 PETER J NERRET B03		CODE CPSC	6. ADMINISTERED BY (if other than Item 5) See Item 5				CODE CPSC		

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, County, State and Zip Code) SOURCE STAFFING, INC. 1010 WAYNE AVENUE SUITE 560 SILVER SPRING MD 20910		Vendor ID: 00017932 DUNS: 103925368 CEC: Cage Code: Tax ID #: 521262029	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
			9. DISCOUNT FOR PROMPT PAYMENT Net 30
			10. SUBMIT INVOICES (4 copies unless otherwise specified) to THE ADDRESS SHOWN IN: ITEM

CODE	FACILITY CODE	11. SHIP TO/MARK FOR	12. PAYMENT WILL BE MADE BY
	ADAS993	CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF ADMINISTRATIVE SERVICES 4330 EAST WEST HIGHWAY, ROOM 520 BETHESDA, MARYLAND 20814-4408	CONSUMER PRODUCT SAFETY COMM ACCT OFFICER DIV OF FIN MGMT ROOM 522 WASHINGTON, DC 20207

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C 2304(c) <input type="checkbox"/> 41 U.S.C 253(c)	14. ACCOUNTING AND APPROPRIATION DATA 99 1 149 99939 25.82/99 3 999// 99932 25 .88//99934 25.85//99939 25.82//99942 25.
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15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
0001	CPSC BASE MAINTENANCE The Contractor's proposal dated September 14, 1998 as revised in it's proposal dated September 28, 1998, is hereby incorporated by reference.	1	SV	40,000.00	40,000.00
					Incremental Funding in the amount of \$40,000.00 is being funded at this time. This represents the minimum for FY-99.

15G. TOTAL AMOUNT OF CONTRACT US\$ NTE \$400,000.00

(X)	SEC	DESCRIPTION	PAGE (S)	(X)	SEC	DESCRIPTION	PAGE (S)
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual documents necessary.	
19A. NAME AND TITLE OF SIGNER (Type or Print) Alma M. Lynch		20A. NAME OF CONTRACTING OFFICER ROBERT J FROST (301) 504-0444	
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	
19C. DATE SIGNED 10/01/98		20C. DATE SIGNED 10/1/98	

NOTICE

In accordance with the the provisions contained in Memorandum of Understanding (CPSC-I-98-1148) between the U.S. Consumer Product Safety Commission (CPSC) and the U.S. Small Business Administration (SBA), the cognizant SBA office for this contract is:

U.S. Small Business Administration
Washington District Office
1110 Vermont Avenue, NW, 9th Floor
Post Office Box 34500
Washington, D.C. 20043-4500;

The SBA requirement number for this contract is:

WDO #0353-98-803022

Additional information regarding the issuance and maintenance of this 8(a) award is contained under Section I.11. entitled "Section 8(a) Direct Award".

End

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B.1. DESCRIPTION OF SERVICES

a. The purpose of this contract is to obtain the services of a qualified Contractor to perform base maintenance services in the following areas:

- (1) CPSC Copy Center Services
- (2) CPSC Labor Services
- (3) CPSC Library Service
- (4) CPSC Mail and Shuttle Services
- (5) CPSC Receptionist/Information Services
- (6) CPSC Shipping/Receiving and Transportation Services

b. This is an 8(a) Set-Aside Procurement made pursuant to Section 8(a) of the Small Business Act, 15 U.S.C.637(a).

B.2. CONTRACT TYPE

This is a firm fixed price, indefinite quantity, labor hour, (Section C.3.b. is performance based) contract.

B.3. SERVICES AND PRICES

- a. Maximum Incentive Fee -
\$375.00 per quarter x 4 =
\$1,500.00 max. per annum(See Section C.5., C.6. and Attachment J.3.)
- b. The Contractor will be paid for actual hours worked in accordance with the following fixed labor rates. Each labor rate includes all applicable direct and indirect costs, including but not limited to salaries and wages, fringe benefits, insurance, social security, overhead, general and administrative expenses, and profit. Responsibilities of personnel are described in Section C.3., entitled STATEMENT OF WORK.

(1) Basic Contract Period (10/01/98 through 09/30/99)

Category Of	Est. Reg.	Reg. Hourly	Reg. Price	Est. O/T	O/T Hourly	O/T Price
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Labor	Hours	Rate		Hours	Rate	
Library Tech.	1000	\$21.38	\$21,380.		\$32.07	\$0
Laborer	1600	\$18.50	\$29,604.	50	\$27.75	\$1,388.
Driver/ Laborer	200	\$20.76	\$4,151.		\$31.13	\$0
Driver/ Laborer w/Truck	400	\$35.89	\$14,358.	50	\$53.84	\$2,692.
Copier Operator	2000	\$18.92	\$37,846.	100	\$28.38	\$2,838.
Receptionist	500	\$17.29	\$8,645.		\$25.94	\$0
Supervisory Shipping/ Receiving Clerk	2000	\$23.68	\$47,367.	100	\$35.52	\$3,552.
Shuttle/Driver /Messenger	2000	\$18.38	\$36,770	50	\$27.58	\$1,379.
Mail Clerk	2000	\$18.92	\$37,846.		\$28.38	\$0
Distribution Mail Clerk	500	\$17.33	\$8,665.		\$25.99	\$0

TOTAL

Total Regular and Overtime Combined \$258,481.00

(2) Option Contract I (10/01/99 through 09/30/00)

Category Of Labor	Est. Reg. Hours	Reg. Hourly Rate	Reg. Price	Est. O/T Hours	O/T Hourly Rate	O/T Price
Library Tech.	1000	\$22.02	\$22,020.		\$33.03	\$0
Laborer	1600	\$19.06	\$30,492.	50	\$28.59	\$1,429.
Driver/ Laborer	200	\$21.38	\$4,276.		\$32.07	\$0
Driver/ Laborer w/Truck	400	\$36.97	\$14,789.	50	\$55.46	\$2,773.
Copier	2000	\$19.49	\$38,982.	100	\$29.24	\$2,924.

Operator						
Receptionist	500	\$17.81	\$8,905.		\$26.72	\$0
Supervisory Shipping/ Receiving Clerk	2000	\$24.39	\$48,788.	100	\$36.59	\$3,659.
Shuttle/Driver /Messenger	2000	\$18.94	\$37,873.	50	\$28.40	\$1,420.
Mail Clerk	2000	\$19.49	\$38,982.		\$29.24	\$0
Distribution Mail Clerk	500	\$17.84	\$8,920.		\$26.77	\$0

TOTAL

Total Regular and Overtime Combined \$266,232.00

(3) Option Contract II (10/01/00 through 09/30/01)

Category Of Labor	Est. Reg. Hours	Reg. Hourly Rate	Reg. Price	Est. O/T Hours	O/T Hourly Rate	O/T Price
Library Tech.	1000	\$22.68	\$22,680.		\$34.02	\$0
Laborer	1600	\$19.63	\$31,407.	50	\$29.44	\$1,472.
Driver/ Laborer	200	\$22.02	\$4,404.		\$33.03	\$0
Driver/ Laborer w/Truck	400	\$38.08	\$15,232.	50	\$57.12	\$2,856.
Copier Operator	2000	\$20.08	\$40,151.	100	\$30.11	\$3,011.
Receptionist	500	\$18.34	\$9,170.		\$27.52	\$0
Supervisory Shipping/ Receiving Clerk	2000	\$25.13	\$50,251.	100	\$37.69	\$3,769.
Shuttle/Driver /Messenger	2000	\$19.50	\$39,009.	50	\$29.26	\$1,463.

Mail Clerk	2000	\$20.08	\$40,151.		\$30.11	\$0
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Distribution Mail Clerk	500	\$18.38	\$9,190.		\$27.57	\$0
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TOTAL

Total Regular and Overtime Combined \$274,216.00

(4) Option Contract III (10/01/01 through 09/30/02)

Category Of Labor	Est. Reg. Hours	Reg. Hourly Rate	Reg. Price	Est. O/T Hours	O/T Hourly Rate	O/T Price
Library Tech.	1000	\$23.36	\$23,360.		\$35.04	\$0
Laborer	1600	\$20.22	\$32,349.	50	\$30.33	\$1,516.
Driver/ Laborer	200	\$22.68	\$4,536.		\$34.02	\$0
Driver/ Laborer w/Truck	400	\$39.22	\$15,689.	50	\$58.84	\$2,942.
Copier Operator	2000	\$20.68	\$41,356.	100	\$31.02	\$3,102.
Receptionist	500	\$18.89	\$9,400.		\$28.34	\$0
Supervisory Shipping/ Receiving Clerk	2000	\$25.88	\$51,759.		\$38.82	\$3,882.
Shuttle/Driver /Messenger	2000	\$20.09	\$40,179.	50	\$30.13	\$1,507.
Mail Clerk	2000	\$20.68	\$41,356.		\$31.02	\$0
Distribution Mail Clerk	500	\$18.93	\$9,465.		\$28.40	\$0

TOTAL

Total Regular and Overtime Combined \$282,398.00

(5) Option Contract IV (10/01/02 through 09/30/03)

Category Of Labor	Est. Reg. Hours	Reg. Hourly Rate	Reg. Price	Est. O/T Hours	O/T Hourly Rate	O/T Price
Library Tech.	1000	\$24.06	\$24,060.		\$36.09	\$0
Laborer	1600	\$20.82	\$33,320.	50	\$31.24	\$1,562.
Driver/ Laborer	200	\$23.36	\$4,672.		\$35.04	\$0
Driver/ Laborer w/Truck	400	\$40.40	\$16,160.	50	\$60.60	\$3,030.
Copier Operator	2000	\$21.30	\$42,596.	100	\$31.95	\$3,195.
Receptionist	500	\$19.46	\$9,730.		\$29.19	\$0
Supervisory Shipping/ Receiving Clerk	2000	\$26.66	\$53,311.	100	\$39.98	\$3,998.
Shuttle/Driver /Messenger	2000	\$20.69	\$41,385.	50	\$31.04	\$1,552.
Mail Clerk	2000	\$21.30	\$42,596.		\$31.95	\$0
Distribution Mail Clerk	500	\$19.50	\$9,750.		\$29.25	\$0

TOTAL

Total Regular and Overtime Combined \$290,917.00

- c. The various labor categories shall occasionally be required to work during other than normal working hours. When there is a specific requirement for overtime, the CPSC Project Officer will notify the Contractors On-site Supervisor at least two (2) hours before the overtime work is to begin. The overtime notification will include the approximate number of hours to be worked and job(s) to be performed in accordance with Section B.3., SERVICES AND PRICES.
- d. Any overtime hours to be worked over the above listed limits must be approved in advance, in writing, by the Contracting Officer. When overtime is approved and worked, it will be payed at the negotiated rates shown in Section B.3.

END OF SECTION B

SECTION C - Description/Specification/Work Statement

C.1. Background

The U.S. Consumer Product Safety Commission's (CPSC) Division of Administrative Services (ADAS) is responsible for providing timely, efficient, effective, professional base maintenance support to the entire Commission. By providing quality administrative customer support to the Headquarters and Field staff, CPSC staff is better able to concentrate their efforts on reducing the risk of injury and death to the consumer from consumer products.

Customer support services provided include: Copy center operations, Distribution/mail and shuttle services, Driver/laborer, Receptionist/Information Center Clerical support and Library technician support.

C.2. Objectives

The objective of this contract is to procure various base maintenance services in support of the mission of the Consumer Product Safety Commission.

C.3. Statement of Work

a. General

- (1) Independently, and not as an agent of the Government, the Contractor shall furnish all necessary personnel, materials, services and Supervision to perform the work set forth below, except as set forth in Section H.3., GOVERNMENT FURNISHED MATERIALS/EQUIPMENT.
- (2) Operating procedures shall be set forth in more precise detail in Standard Operating Procedures (SOP) Manuals (see Attachment J.8.) to be provided to the Contractor by the Project Officer at the onset of work under this contract. These procedures will be within the framework set forth in the Statements of Work for the copy center, labor services, library services, receptionist/information services, mail and shuttle services, and shipping/receiving and transportation services.
- (3) The Contractor shall meet with the Project Officer and other CPSC staff within five (5) calendar days after contract award to discuss the contract and to ensure

mutual understanding of operating procedures and the services to be performed. The Contractor shall, at that meeting, submit a completed Standard Form 85/86, Questionnaire for Non-Sensitive Positions (see Attachment J.6.), and a Declaration for Federal Employment (see Attachment J.7.) for each employee authorized to perform services under the contract, including proposed substitute employees.

- (4) The Contractor shall provide the required base maintenance services on an ongoing basis at the Consumer Product Safety Commission (CPSC), located at 4330 East-West Highway, Bethesda, Maryland.
- (5) The Contractor shall provide thoroughly qualified and trained personnel, with appropriate experience for each of the services to be performed.
- (6) The Contractor shall ensure that assigned employees are available during agency established working hours, Monday through Friday, except the following Federal holidays*:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Inauguration Day (Year 2000)

*Plus any other days designated as Federal Holidays.

- (7) All personnel provided by the Contractor shall be competent to perform the work described in this contract. Any persons employed by the Contractor and assigned to perform work specified in this contract shall at all times be under the control and full responsibility of the Contractor. The Contractor shall be responsible for satisfactory standards of employee competency, conduct, and integrity. The Contractor's employees must be presentable in appearance (i.e., clean untorn appropriate attire, and exercising good personal hygiene). The Contractor shall be responsible for taking such disciplinary actions, including suspension and termination, with respect to Contractor employees as may be necessary. During

all operations on CPSC premises, the Contractor shall comply with all rules and regulations governing the conduct of personnel on Government Property. The CPSC Project Officer may reject at any time the Contractor's employees who are deemed to not be presentable in appearance and/or conduct, or not to be in the best interest of the Government.

- (8) The Contractor's employees shall limit the use of Government property and supplies, including automobiles and telephones, to official Government business.
- (9) Those Contractor employees with duties that include driving shall have either a valid MD, DC or VA state motor vehicle operator's license. Additionally, these Contractor employees shall report to the Contractor on-site supervisor and the CPSC Property Management Officer (name to be provided by the Project Officer) any motor vehicle incidents such as accidents, vandalism, maintenance problems or property damage resulting from the operation of a Government owned or leased motor vehicle. Also, Contractor employees shall report any change in their personal physical or medical condition which would disqualify the employee from operating a motor vehicle.
- (10) The Contractor shall submit reports as described in Section F.2., DELIVERY OR PERFORMANCE.
- (11) All Contractor employees shall use an electronic time clock upon arrival and at departure. The time clock will be located in the Division of Administrative Services, Room 520, 4330 East-West Highway, Bethesda, Maryland. Contractor employees are not required to clock-in/out during 30 minute lunch breaks.
- (12) The listing below identifies the hours of operation that the Contractor shall be working. Included in each tour of duty is a 30 minute lunch break unless otherwise noted.

(a) Library Technician	1:00pm - 5:00pm (No lunch break)
(b) Laborer	7:30am - 4:00pm
(c) Copier Operator	8:30am - 5:00pm
(d) Receptionist	8:30am - 5:00pm
(e) Supervisory Shipping/ Receiving Clerk	7:00am - 3:30pm

(f) Shuttle Driver/Messenger 7:30am - 4:00pm
(g) Mail Clerk 8:30am - 5:00pm

b. CPSC Copy Center Services

- (1) The Contractor shall provide operator services on an ongoing basis at the CPSC Copy Center. The Contractor shall provide one (1) person, whose primary duty shall be performing photocopying and related duties forty hours per week. If the permanent operator is not available to work, the Contractor shall then provide a substitute operator to maintain the total photocopying work force at one (1) person at all times.
- (2) The Copy Center shall be maintained as a secure controlled area and the Contractor shall not permit unauthorized persons to enter. The Contractor shall lock-up the Copy Center areas when unattended. Substitutes shall not work more than five (5) consecutive working days without approval of the Project Officer.
- (3) The Contractor shall provide competent personnel (permanent and any temporaries) who can perform a routine level of maintenance or repair, clearing paper jams, and identifying and remedying other problems impeding quality and quantity of production. Contractor personnel shall also have knowledge of quality control techniques that will minimize or eliminate wasted paper. The Contractor shall refer jobs which are 25,000 or more copies to the CPSC Printing Officer for printing by the Government Printing Office (GPO).
- (4) All Copy Center Contractor personnel furnished shall as a minimum have received a certificate of training from Kodak on the Kodak 2110, 70I, 2085, and 235 and have at least 30 days working experience with Kodak duplicators. Their working knowledge of the equipment should include the ability to load paper, clear jams, and produce clear, clean, aligned copies in all formats that the Kodak duplicators can produce. The knowledge and ability to properly operate the collating and stapling functions of the equipment in assembling copying jobs, as well as utilizing other equipment functions is a part of this knowledge.
 - (a) The services to be performed:

	EQUIPMENT	TYPE OF SERVICE
1)	Kodak 2110	Operator Service
2)	Kodak 70I	Operator Service
3)	Savin 9500 (Walk Up)	Operator Service
4)	Kodak 235 (Walk Up)	Operator Service
5)	Kodak 2085 (Walk Up)	Operator Service
6)	Paper Drill, 3-hole, Spinnit by Lassco	Loose leaf binding
7)	Wire Stitcher, Boston	Operator Service
8)	Plastic Binding Systems, IBICO, EBK21	Loose leaf binding

- (5) The Contractor shall provide minor remedial or corrective maintenance, including adjustments, to ensure continued operation of all walk-up copiers which are located on each floor. Operator shall follow the equipment manufacturer's recommended procedure for normal maintenance adjustments and supplies.
- (6) The Government may, if deemed necessary, change the number of equipment operators by requiring that the Contractor be able to furnish at a minimum, one additional contract employee to act as an equipment operator with the same qualifications as previously stated by the terms of this contract. If such a requirement is deemed necessary, the Contractor shall furnish one additional contract employee within two (2) working days after receiving written notification from the Government Project Officer that an additional employee is required.
- (7) The Contractor shall ensure that all copies produced by its personnel will meet the following standards of quality:
- (a) all copies shall align identically with the original;

- (b) backgrounds shall be clear;
- (c) foreground shall be legible;
- (d) when required, copies shall be assembled and stapled in the order specified by the initiating office.
- (e) All jobs shall be copied two-sided unless otherwise specified.
- (f) Copyrighted material shall be reproduced only when specifically approved by the CPSC Project Officer.
- (g) Small copy requests, of 45 impressions or less, will not be accepted by the Contractor staff. These small copying jobs will be done by the requestor at one of the walk-up copiers stationed on each floor.
- (h) Copy requests (in excess of 45 impressions) will be ordered by submission of a CPSC Form 180 (Local Duplicating Service Requisition) to the Copy Center. Copy requests that do not exceed 200 impressions, shall be completed by the Contractor in accordance with the priority order procedures specified in the Copy Center Standard Operations Procedures (SOP) (Attached). The Contractor shall call requestors to pick up completed jobs. Copy requests over 200 impressions, shall be completed by the Contractor within eight (8) working hours after receipt of a CPSC Form 180 by the Copy Center unless waived or extended via separate operative orders by the CPSC Project Officer.
- (i) The Contractor shall ensure that all procedures established for the copying of "official use only" and "proprietary information" are adhered to. These procedures are contained in the Copy Center SOP, dated May 14, 1991.

If due to operator error or oversight, a job run does not meet the quality standards as defined above, it will be rerun at no expense to the Government. The cost to rerun the job would appear a credit on the next invoice. The credited amount will consist of:

- (a) the cost of paper;
 - (b) related machine costs;
 - (c) the contract hours required to rerun the job. Any regular time or overtime necessary to rerun an unacceptable job will be at no expense to the Government.
- (8) No personal papers of any kind shall be reproduced.
- (9) The Quality Assurance plan (provided with the offeror's proposal (See Section C.5. & L.4.e.(7))) shall be utilized quarterly during each of the contract periods of performance in order to determine the quarterly incentive fees.

c. CPSC Labor Services

- (1) The Contractor shall provide labor services on an ongoing basis for the moving and transportation of furniture, supplies, equipment and provide other related moving and warehousing services.
- (2) Nothing in this contract shall be construed to permit the use of Contractor personnel for personal services.
- (3) Contractor employees may be required to use CPSC owned and leased vehicles in performance of duties.
- (4) The physical location of Commission buildings in which services under this contract are expected to be utilized are as follows:
 - (a) 4330/4340 East-West Highway, Bethesda, Maryland
 - (b) 11820 Coakley Circle, Rockville, Maryland
 - (c) 10901 Darnestown Road, Darnestown, Maryland
- (5) Additional buildings in the Washington, D.C. metropolitan area may be added at the Government's option based on Commission needs during the term of this contract.
- (6) The property to be moved is owned by the Government. The services to be provided by the

Contractor shall include, but not be limited to the following: packing and/or crating of government property (Government provided packing materials); disassembly and re-assembly of property, pick-up, loading and transportation of property from and to various locations; in-house delivery to designated room(s) and positioning within that new location; removal of packing and crating materials to a disposal pick-up point within the premises of the Government facility and other duties which are normally included in a complete moving service.

- (7) (a) All non-expendable material handling or moving equipment shall be furnished by the Contractor. Equipment to be provided shall include but not be limited to: dollies, hand trucks, flatbed or platform trucks, as required. All material handling vehicles used in the interior of buildings must have rubber tired wheels and must be maintained free from grease and dirt.
- (b) The Contractor shall, when necessary, utilize Government provided protective materials (ie-masonite, plywood, etc.) for those portions of building interiors to and from which property is to be moved under this contract, including the interior and outside facing of elevators used in connection with this contract.
- (8) The Contractor shall tape or otherwise protect all filing cabinet drawers (other than locked security files) against opening. The use of steel strapping for this purpose is prohibited, unless corrugated protective material is used to protect the finish of the item being moved.
- (9) (a) The Contractor shall provide all labor including, but not limited to lift-gate truck drivers and helpers to perform the services required under this contract. All Contractor personnel shall be experienced in the handling or movement of equipment, furniture and other materials and shall perform these duties in an orderly, timely and workmanlike manner. To the maximum extent possible, laborers assigned for this contract shall be the same personnel for the duration of the contract.

- (b) When computers, printers, typewriters, calculators, and other machines of this type are to be moved by the Contractor, the Contractor shall pack the equipment in Government furnished cartons. The Contractor shall use Contractor provided, appropriate type, carts for moving this type of equipment. All property must be protected against inclement weather during loading and unloading operations. All property shall be moved in closed vans, trucks or trailers, that shall be locked during transit. The CPSC Project Officer may reject any of the Contractor's equipment during a move that may cause scuff marks on floor surfaces or mark walls, in corridors of the building at either present or new locations; or in such condition that it is not capable of performing the job for which it is intended.
- (10) The Contractor shall provide flexibility in providing personnel and equipment in accomplishing contract objectives. Based on need, as determined by the CPSC Project Officer, different combinations of laborers, trucks and drivers will be required. CPSC anticipates frequent occasions where laborers will be needed, but no truck or driver will be required. When laborers are required they shall be consistent and familiar with CPSC tasks to avoid the need for continual re-training of new personnel. Drivers must be capable of driving CPSC leased or owned vehicles, as well as those provided by the Contractor as required.
- (11) CPSC will not reimburse the Contractor for any traffic or parking tickets, parking expenses or similar costs which may be incurred in the performance of this contract.
- (12) Under normal circumstances, the majority of the work will require only one (1) person. The individual proposed as the laborer shall also be the designated truck driver (truck provided by Contractor). The CPSC will pay the shuttle Driver rate when the Laborer is driving CPSC owned or leased vehicles.
- (13) The Labor Services personnel may occasionally be required to assist the copy center personnel in performance of their duties during peak workloads in the copy center or during minimum workload

periods for the labor personnel. Therefore, the labor services personnel will be required to have an acceptable level of skill, sufficient to operate both the Kodak 2110 and 70I, with an understanding of the available duplicator features, including the ability to clear paper jams, and install fresh photocopying supplies.

- (14) The Contractor's labor personnel shall provide for incidental janitorial service, i.e., trash pick-up, spillage cleanup, vacuum, etc. The Government shall provide wet vacuum and/or any required equipment for the performance of these requirements.

d. Library

- (1) The Contractor shall provide for a broad and comprehensive Library support function, encompassing all aspects of library operations. The Contractor shall perform these tasks on-site at the CPSC Library, using equipment and supplies furnished by the Government. The Contractor shall perform the following functions:
 - (a) Maintain the Consumer Product Safety Commission Library collection and user areas.
 - (b) Provide recommendations for acquisition of Library materials to the Project Officer.
 - (c) Provide cataloging, classification, and bibliographic control of all materials in the CPSC Library and law collections.
 - (d) Provide processing of materials for the CPSC Library and law collections and maintenance of collection inventory records.
 - (e) Perform research tasks and provide assistance to CPSC professionals and administrative staff.
- (2) Definitions
 - (a) Library - means the Consumer Product Safety Commission Library premises, including user areas.
 - (b) Library and Law Collections - means the composite of information and reference materials in any format or media maintained

at the Consumer Product Safety Commission
Library site.

(3) Specific Functions

(a) Maintain CPSC Library and Law Collections and
User Areas

1) The Contractor shall provide accurate
and timely maintenance of the CPSC
Library collection and user areas to
facilitate ready access by users to the
information resources of the collection
as set forth below:

a) Shelving and Filing Collection
Materials

This function includes the shelving
of materials removed by users or
staff for on-site use, newly
processed items for the collection,
and materials discharged from
circulation; prepare shelf files
and shelf labels as needed to
accommodate shelving and filing
requirements for periodicals; and
shift the collection as needed to
accommodate growth in the
collection and improve user access
to collection materials.

b) Maintenance of Microform
(Microfilm, Microfiche), CD Rom's
and Optical Discs

This function includes the filing
of microforms, microfilm,
microfiche, CD Rom's and optical
discs added to the CPSC Library
collection, the refiling of
microforms and discs, removed for
use, the preparation of file drawer
labels and file guides as needed to
provide ready access to and
retrieval of these collections, and
the shifting of these materials, as
needed to facilitate access to
and/or accommodate growth of the
microform/disc collection.

c) Maintenance of Subscription

Services

This function includes the filing of looseleaf publications into binders, the insertion of pocket parts into legal volumes, and the filing of pamphlet updates and supplements to a variety of publications, chiefly legal.

d) Discard of Materials from the Collection

This function includes the withdrawal of superseded items and other materials from the CPSC Library collection as specified or approved by the Project Officer or a designated representative. Materials to be withdrawn include duplicate copies of non-current periodical issues, periodicals with limited retention periods, loose copies of periodicals and serials replaced by bound volumes, superseded editions of publications, and paper copy of publications replaced by microforms or magnetic media/optical disk. Discarded materials, with a few specified exceptions, shall be placed in boxes for transfer to the Library of Congress Exchange and Gifts Division as required by Federal regulations. Superseded technical directories shall be sent to the Directorate for Field Operations for distribution to CPSC regional offices.

e) Maintenance of Other Files

The Contractor shall maintain at the CPSC Library site, files necessary for tracking activities carried out on-site in the library and for responding to user inquiries in a number of areas. The files shall be updated whenever there is new material to be entered. These areas include pending orders, outstanding orders,

orders received, vendor files,
purchase vendor files, claim forms
and invoice approved files.

(b) Acquisition of Library Materials

- 1) The Contractor shall make recommendations to the Project Officer to place orders for the acquisition of materials in a variety of media for the CPSC Library collection and for official use of Headquarter and Field offices within the Commission. Materials to be recommended for purchase may include books, pamphlets, microform industry standards, and a variety of subscription services including journals, serials, daily newspapers, looseleaf services, and magnetic media/optical disks. Materials recommended by CPSC offices for purchase may be from both domestic and foreign sources.

- a) Preliminary Searching and Verification

This function includes the searching of order requests for both the CPSC Library collection and offices within the Commission. The purpose of such searching is to verify the accuracy of the order information supplied, to complete any information not supplied in the request, and to determine that an item ordered for the Library collection is not already a part of the collection, in process for the collection, or on order.

- b) Ordering Subscriptions

This function includes the timely recommendation by the Library Technician to the Project Officer to procure subscription services for the CPSC Library collection and offices within the Commission. Recommended subscriptions shall include but not be limited to periodicals, serials, newspapers, industry standards, microforms, and

magnetic media/optical disk. The Contractor shall make recommendations for the following: renewal of subscriptions; placement of subscriptions for new titles; additional copies of existing titles, and microform or magnetic media/optical disk replacement of existing titles; ordering of single issues of journal titles and newspapers; preparation of annual subscription authorization survey as required by the Project Officer; servicing of subscriptions; and documentation and reports of activities.

c) Ordering of Non-Subscription Publications

This function includes recommendations to the Project Officer to place orders for a variety of non-subscription publications for the CPSC Library collection and for official use of Headquarter and Field Offices within the Commission. Publications to be acquired shall include books, monographic series, reports, documents, industry standards, microforms, tape cassettes, and magnetic media/optical disk.

d) Order Follow-up and Claims

The Contractor shall provide a prompt follow-up of outstanding orders, claims for non-receipt of subscriptions or publications ordered, claims for replacements of damaged or defective items. The Contractor shall promptly provide the Government with complete documentation of all claims processed and their status and shall respond to any inquiries from the Government on the status of any claim.

(c) Cataloging, Classification, and Bibliographic

Control of All Materials in the CPSC Library Collection.

1) The Contractor shall provide for the bibliographic integrity of the CPSC Library resources. This involves the indexing, classifying, cataloging, and maintaining of inventory records of all material in the CPSC Library collection. These activities are essential for retrieval of library materials to meet user needs for information.

a) Maintenance and Updating of All Check-In Records

This function includes searching the card catalog and serial check-in records to determine new title or added volume status of publications on hand, updating Kardex and shelf-list cards, writing call number or title page, indicating title, pulling superseded copies, making check-in records for new titles, adding new titles to appropriate lists (periodicals lists, microforms lists, etc.) or updating data files.

b) Preliminary Searching, Entering and Modifying CPSC Library Cataloging records in the On-Line Computer Library Center (OCLC) Database.

This function involves searching the OCLC on-line cataloging database for suitable cataloging records for items added to the CPSC Library collection or re-cataloged; selecting the most suitable record in the case of duplicate records, printing out the record for use as a cataloging worksheet; entering cataloging records and data for the CPSC Library collection into the OCLC database from worksheets; reviewing data entered for accuracy; producing catalog cards; and adding or deleting CPSC symbol from records in the database as

specified. Approximately nine (9) percent of all titles searched are located in the OCLC data base.

c) Descriptive Cataloging of Incoming Material

This function includes deciding the main entry; correct title; statement of responsibility; edition; place of publication, publisher, distributor, etc.; physical description, series, and notes of each item catalogued. These functions shall be performed according to AACR II cataloging rules. Original cataloging is required for less than four (4) percent of all titles cataloged.

d) Subject Cataloging and Classification of Incoming Materials

This function includes the classification; assignment of subject headlines; choice of access points, or headlines; and authority work.

e) Re-cataloging Library Items

This function includes the pulling of the items to be re-cataloged from the shelves; verifying that catalog cards and shelf-list cards are pulled, old labels removed, old cards and pockets removed. The Contractor shall finish re-cataloging and entering into OCLC cataloging data for all items in the Library collection not currently in OCLC.

f) Maintaining Authority Files

For this function the Contractor shall construct and maintain authority and subject authority files seeing that discrepancies are eliminated from the card catalog and appropriate cross references

prepared and filed.

(d) Processing Information Materials and Maintenance of Collection Records

1) The Contractor shall support the addition of information resources to the CPSC Library collection by processing all incoming publications, materials, and other items; labeling and stamping of publications added to the collection or re-cataloged; preparing charge-out cards for publications ordered for office use and distributing publications received to appropriate offices; maintaining serial, periodical, microform, and magnetic media/optical disk check-in records, maintaining the card catalog, and conducting an annual inventory of the collection.

a) Handling Incoming Mail

This function includes the daily opening and sorting of incoming mail, that has been delivered to the Library, date stamping incoming items as required, checking publications received against packing slips and/or invoices, and distributing incoming materials as required or directed.

b) Preparing Library Materials for the Collection

This function includes the typing and affixing of call number labels as required, removing old labels, pockets, etc., property stamping and inserting of specified materials into pamphlet binders.

c) Maintaining Serial and Periodical Check-in Records

This function involves the recording of data on periodicals and serial publication issues received; indication of shelf location and copy numbers on items checked in as required; claiming of

missing items; distribution of items after check-in as specified; establishing check-in records for new serial titles; and adding new titles to appropriate inventory list.

d) **Maintain Microform Check-in Records**

This function includes checking microforms received against packing or shipping lists to make sure that all have been received, entering data visible record cards, claiming any missing items, marking microforms appropriately for filing and retrieval, and updating microform holdings database with new holdings information.

e) **Conduct Annual Inventory of the Collection**

This function includes taking an annual inventory of all cataloged publications, comparing actual holdings against shelf list records, rectifying discrepancies, and withdrawing publications as necessary.

f) **Maintenance of the Serials/Microform Holdings and Subscription Order Database**

This function includes entering approved changes, additions, and deletions; producing updated master lists of: serial/microform holdings and current subscription orders; reviewing the magnetic media/optical disk updated list to ensure accuracy of data; and distributing the revised lists as directed. The database shall be maintained current and valid. Reports shall be generated on schedule and distributed to designated work-sites.

(e) **Perform Research Tasks and Provide Assistance to CPSC Professionals and Administrative**

Staff

- 1) The Contractor shall, as necessary, provide assistance and guidance to library users conducting research tasks by directing users to appropriate sources of data, including scientific and technical data bases available via the CPSC Library and other local technical libraries such as the Library of Congress, National Library of Medicine, National Academy of Science, National Science Foundation, local medical schools and others; by assisting with and/or conducting searches for information, articles, and other data via these sources. This will require that the library technician possess a working knowledge of local libraries, library data sources, etc., and that the library technician interact with these libraries as necessary to execute inter-library loans and cooperative efforts as appropriate to fulfill the needs of CPSC users.
- 2) The Contractor shall also recommend to the CPSC Project Officer, as appropriate, various ways to improve CPSC access to necessary data, either via in-house capabilities, subscriptions to outside data sources, and via other local technical libraries as described above. The Contractor shall also recommend, as appropriate, to CPSC ways to improve the efficiency and cost-effectiveness of library operations as a whole, to manage the hard copy collection and other library resources.

(4) Personnel

- (a) The Contractor shall provide thoroughly qualified and trained library technician in accordance with the qualifications specified below, to perform the tasks specified.
 - 1) The Contractor shall assign a Library Technician who shall be responsible for the competent performance of the required services. The Library Technician shall:

- a) Have full authority to act for the Contractor at the site of the contract performance.
 - b) Meet with Commission personnel, as designated by the Commission's Project Officer or Contracting Officer, to discuss immediate problem areas. The Library Technician shall respond within twenty-four (24) hours after notification of problem(s).
 - c) Have either extensive practical knowledge of a wide range of technical methods, principles and practices of library work or in-depth experience and training in library regulations, procedures, policies, standardized library rules, and operations, as well as generally accepted expertise related to library functions such as those used to maintain a library collection, locate information, process library materials, and assist clientele with routine inquiries, including those requiring a working knowledge of on-line search techniques and services.
 - d) Be able to communicate effectively and proficiently in English.
- e. CPSC Mailroom and Shuttle Services
- (1) General.
 - (a) The Contractor shall provide a total of two full-time and one part-time employees to perform the mailroom receiving and distribution functions, and shuttle and messenger services.
 - (b) Contractor's on-site employees shall be bonded in the amount of \$10,000.00 to handle the Government's mail, which will include Government checks. The Contractor shall provide a copy of each bonding document.

- (c) The Contractor shall maintain the mailroom in a neat, orderly and professional manner at all times. Visible areas, drawers, cabinets, shelves and other areas shall be neat, organized and uncluttered.
- (d) Mailroom staff shall operate the mailroom as a restricted area at all times. There shall be absolutely no unofficial business or personal visits in the mailroom at any time. The mailroom shall be attended at all times when open and, when unattended, the door shall be labeled closed and the door shall be locked at all times.
- (e) The Contractor shall provide qualified personnel and replacement personnel during any absences of regular employees for any reason. These persons are expected to perform the responsibilities of the regular staff.
- (f) The mailroom staff shall operate the telefacsimile equipment utilized by the Commission, including the programming of the equipment to designate transmission addresses. At present, the Commission is utilizing a Panafax UF-755 facsimile machine.

(2) Mailroom Clerk Services

- (a) The Mailroom Clerk shall be on duty at the CPSC mailroom and shall be responsible for over-all production and quality of work. The Mailroom Clerk shall maintain daily communications with the CPSC Project Officer as necessary to resolve any procedural problems; to report any equipment malfunctions; and to implement such requests or instructions as may affect the operation of the mailroom during the eight-hour working period, as set forth under the terms and conditions of this contract.
- (b) The Mailroom Clerk shall promptly notify the on-site supervisor in the event that the mailroom Clerk cannot arrive by 8:30 a.m. on any given day. The Mailroom Clerk shall maintain stock levels at all times for such essential materials that may be required to efficiently operate and perform maintenance and operative functions. The Mailroom Clerk

shall notify the Contractor on-site supervisor or designee when additional supplies are needed.

(3) Daily Work Load

- (a) Upon arrival, the Mailroom Clerk shall sort all mail left in the mailroom from the previous day. Outgoing mail shall be processed first including all certified mail. All outgoing mail is to be metered according to mailroom procedures for pick up by the Postal Service. Intra-building mail is to be sorted for pick up by Offices and Directorates. Sorting includes "All Employee" or other mass distributions. All mail to the three CPSC regional centers will be consolidated and sent via overnight mail to each of the three centers.

(4) Handling Incoming Mail

- (a) The U.S. Postal Service mail is delivered daily at approximately 1:00 p.m., Monday through Friday. The time may vary depending on the U.S. Postal Service workload and weather conditions. When mail is delivered, the Clerk shall take all the mailsacks and packages into the mailroom. All accountable mail shall be signed by the Clerk at the time of delivery by the Postman. The Clerk shall stack boxes out of the way for later delivery. The Clerk shall repeat the same procedures above for the bundles of letter size envelopes. The Clerk shall stack all other mail on the counter in front of the mail bins for the local offices. Once all the mail is separated, the Clerk shall sort the bag mail that is stacked on the counter first. The clerk shall then check and log the accountable mail.
- (b) The Clerk shall sort the mail for CPSC Headquarters by organization for delivery. The mail bins and mailcarts are labeled with the organizational code of the Office or Directorate(s) serviced. The room number (mail stop) of that Office or Directorate is also stated on the label.
- (c) When sorting the mail, the Clerk shall pay close attention to the Division name as well

as the room number. For instance, if an article comes in for the Division of Information Systems, Room 506, put it in the bin marked ISIS Room 506 because it is the central point for that mail. If an article is received with only the name of an individual, but not his/her Division or Room number, the Clerk shall refer to the CPSC Directory for the Division and Room number. Envelopes identified as "Routine Mail" are to be opened and the contents are to be distributed according to the route slips that are attached to the material enclosed in the envelope.

(5) Handling of Outgoing Mail

If these procedures change because of changing U.S. Postal Service requirements or for any other reason, the Project Officer will so instruct the Contractor on-site supervisor and revised procedures will be discussed and implemented.

- (a) The Clerk shall adhere to procedures outlined in the Mailroom Standard Operating Procedure (SOP), for operating and securing mail metering equipment. The Clerk shall be responsible for preparing and sending out Official mail for the Commission. The Clerk shall not process personal mail. The mail is picked up and delivered daily by the U.S. Postal Service at approximately 1:00 p.m. The time may vary due to workload and weather conditions.
- (b) The Clerk shall ship all mail, with the exception of boxes, in mail trays. Envelopes shall be grouped together with rubber bands. No order or pre-sort is required.
- (c) The following is a brief description of the uses and rules regarding the different classes of mail utilized:
 - 1) The Clerk will check all CPSC Headquarters outgoing correspondence to ensure that sender's routing symbol is included on the envelope's return address.
 - 2) The Clerk shall process all outgoing mail pieces in accordance with the rates

that are outlined in the Standard Operating Procedures (SOP).

- 3) Stop 300 or Superintendent, Office of Misdirected Mail Services (Sup't. OMMS) is for misdirected mail. If the misdirected mail has the CPSC zip code (20207) it must be crossed out before depositing it in the sack. If the misdirected mail is for a person who formerly worked for CPSC, check the forwarding address list over the sack rack, if there is no position title and/or organizational address. If the forwarding address is not listed, the Clerk shall draw a line through the address and item shall be stamped "RETURN TO SENDER." The reason for returning the items shall also be stated (Moved - Left No Forwarding Address, or NFA for short). If the forwarding address is listed, the incorrect address shall be crossed out and the correct address stated. Certified Mail may be returned in this manner but misdirected Registered Mail shall be returned by Registered Mail to the Register Section of the Main Post Office.
- (6) Handling Incoming Certified and Registered Mail
- (a) Upon delivery of the Certified/Registered Mail by the Postal Service, the PS Form 9115 shall be signed by the Clerk.
 - (b) The Clerk shall return excess sacks and locks to the Post Office by putting them in a sack of outgoing mail.
 - (c) For Certified/Registered mail, the mail clerk shall complete a PS Form 3854 that lists the Certified/Registered numbers. The Clerk shall inspect each article and assure that it is listed on the PS Form 3854. If there is a discrepancy in the listing, the Clerk shall note the correct numbers on the PS Form 3854. Registered mail that is received erroneously shall be returned to the Registered Section of the Mail Post Office, 900 Brentwood Road, N.E., Washington, D.C. 20018, via Registered Mail. The PS Form 3854 shall be filed under "Registered Dispatch Receipts."

(d) The Clerk shall log in each article in the appropriate book by noting the Certified/Registered number, the date, the time, and his/her signature. The Clerk shall call each recipient to notify them of the item to be picked up. The Clerk shall require the addressee or someone in the addressee's office to sign the log book upon receipt. The receipt card (PS Form 3811), which is attached to each article, shall also be signed and dated by the recipient. The receipt card shall be returned to the sender. The log book shall be locked up in the file cabinet at the end of the work day.

(7) Handling Outgoing Certified Mail

(a) The Clerk shall be responsible for securing the Certified Mail book in the file cabinet and locking the cabinet at the end of each work day.

(b) Each piece of Certified mail shall be assigned a number from the FIRM Mailing Book for Certified Mail, PS Form 3877 (in triplicate). The Clerk shall issue the number following the one last issued. The Certified numbers for the Commission are 92000 through 92499. Once 92499 is issued, start again with 92000. Next to the number being issued, the Clerk shall write the name and address of the person to receive the article and date. The Clerk shall stamp the face of the article with the certified stamp and include the Certified number below it.

(c) Certified mail shall be deposited in the appropriate mail tray according to size. Once the receipt card is received back in the mailroom, the Clerk shall place a check mark in the right hand column of the number that was issued and shall return the receipt card to the sender.

(8) Handling Outgoing Express Overnight Mail Delivery Service

The Clerk shall prepare orders for Express Overnight mail service each afternoon by 4:30 p.m. The Clerk shall retain and file a receipt for each piece shipped. The Clerk shall only accept items

for Express Overnight mail that have been signed by the designated CPSC Authorizing Official in the shipper's signature area of each shipping label.

(9) Incoming Express Mail

- (a) Express Mail requires a signature upon delivery to the Mailroom. The packages shall be logged into the log book marked Express Mail. The serial number assigned to the package, the date and time of receipt and the signature of the employee logging the information shall be recorded.
- (b) Upon delivery to the addressee, the Clerk shall require the addressee or a person in the addressee's office to sign the Mail Receipt log book accepting receipt. The Clerk shall deliver Express packages as soon as possible after receipt in the mailroom. If packages cannot be delivered within a reasonable length of time, the Clerk shall notify each recipient by telephone and arrange for the package to be picked up.

(10) Outgoing Express Mail to GSA Payroll Center - Kansas City

- (a) The Clerk shall prepare the Express Mail to General Services Administration (GSA) for 4:30 p.m. pick up by the Express Mail Service. It shall NOT go out with the regular mail.
- (b) When materials for GSA Payroll Center are received from Finance and Personnel, the Clerk shall place both envelopes in the pouch and weigh it. The weight is to be rounded up to the nearest pound and sent by express mail.

(11) Commercial Parcel Carriers

Commercial Parcel Carriers and mail couriers deliver items daily to the CPSC Mailroom. Upon delivery, the Clerk shall verify the items received before signing the carriers log. The Clerk shall log each item on the "Shipments Received Weekly by CPSC Bethesda Mailroom" log and call each recipient notifying them of the item to be picked up. Each item shall be signed for on the same log sheet in the "Disposition" column by

the individual picking up the item. These log sheets shall be given to the CPSC Project Officer upon request.

(12) Orders for Postal and Office Supplies

To order additional mail trays or return receipt forms (PS Form 3877), the mail Clerk shall contact the Post Office Customer Services Department.

(13) Telecommunications

- (a) The Clerk shall be responsible for the coordination, recording and transmission of telefacsimile messages. The Clerk will receive message transmission requests from CPSC staff with appropriate approval on CPSC form 285. The Clerk shall check each CPSC Form 285 (Message Transmission request) to ascertain that all information is included. The Clerk shall telefax (send) the messages to the designated location(s) via the government furnished equipment.
- (b) The Clerk shall retrieve incoming messages from the automated telefax equipment and promptly notify the receiving office. The Clerk shall promptly notify the Contractor on-site Supervisor of any breakdown in the equipment. The Contractor on-site Supervisor will notify the CPSC Project Officer.
- (c) The Clerk shall ensure that the special procedures established for the transmittal and receipt of official and proprietary information via facsimile are adhered to. These procedures are outlined in the Standard Operating Procedures (SOP) provided to the Clerk.

(14) Messenger Services

(a) GENERAL

- 1) The Contractor shall provide a Shuttle Driver/Messenger. The Shuttle Driver/Messenger shall possess a valid MD, D.C. or VA driver's license, have a good driving record (proof required), and demonstrate overall competence in all aspects of motor vehicle operation. The Shuttle Driver/Messenger shall be

familiar with and have a good working knowledge of the Greater Washington Metropolitan areas Primary and Secondary roads and streets as well as the Capital Beltway. The Shuttle Driver/Messenger shall be able to locate all mail stops, product sample stops, ad hoc addresses (improvised) or addresses required for pickup or delivery of passengers. The Shuttle Driver/Messenger shall be capable of identifying locations within the Washington, D.C. area on a map. The Shuttle Driver/Messenger shall be able to speak, read, and write in english. The Shuttle Driver/Messenger shall exercise good judgment, such as calling the Supervisory Shipping/Receiving Clerk if a location or delivery point cannot be found.

- 2) The Contractor's employees shall not use the government-provided credit card for any service other than petroleum, oil or lubricants for the government's messenger vehicle without the approval of the CPSC Project Officer or his/her designee. The Contractor acknowledges and accepts liability for any damages or loss arising from the fraudulent or unauthorized use of the credit card or vehicle by the Contractor's employees.
- 3) CPSC will not reimburse the Contractor for any traffic or parking tickets, parking expenses, taxi or similar costs which may be incurred in the performance of this contract.
- 4) Proof of Vehicle Insurance for Contractor provided vehicles must be submitted annually, upon execution of the basic or option period, to the Commission. Whatever jurisdiction the insurance is purchased in, it shall, at a minimum, meet basic coverage mandated by law.

(b) Duties

- 1) The Contractor shall provide pick-up, transport and delivery during the daily

scheduled mail trip(s) or upon request of the Project Officer of the following:

- a) Official U.S. Postal Service Mail
- b) Inter-office Mail
- c) CPSC Product Samples
- d) Passengers

In the event the Shuttle Driver/Messenger is unable to perform these tasks for any reason, the Mailroom Clerk or Distribution Mail Clerk or contractor on-site supervisor shall perform tasks as required.

- 2) Official U.S. Postal Mail; and Inter-office Mail shall be picked up and delivered to various locations, as identified in Section B.3.e.(14)(b)12), below.
- 3) Product samples shall be picked up from and/or delivered to seven possible metropolitan locations as follows:
 - a) Four (4) at the CPSC Headquarters;
 - b) One (1) at the CPSC Engineering Laboratory; and
 - c) One (1) at the Chemistry Laboratory; and
 - d) One (1) at the CPSC Sample/Warehouse Facility on a schedule, as provided by the CPSC Project Officer.
- 4) Passengers shall be picked up from and delivered to various locations, as needed, upon request of the CPSC Project Officer.
- 5) The Shuttle Driver/Messenger shall take all necessary precautions to ensure the safety of passengers, mail, and Product Samples.
- 6) The Shuttle Driver/Messenger shall ensure that the Product Samples are in a securely sealed container (i.e.-boxed/padded envelope & taped) upon receipt from the transferor and that they are protected from weather or

degradation and are delivered in good condition to the transferee.

- 7) The Shuttle Driver/Messenger shall sign and/or complete or cause to be signed and/or completed by both the transferring and receiving parties, as appropriate, either CPSC form #(to be determined), Mail/Shuttle Sample Transfer Form (attached), logs, receipts, delivery notices, records, journals or any other system of tracking required by CPSC.
- 8) The Shuttle Driver/Messenger shall utilize the following Government Furnished Supplies, Materials, Equipment, as appropriate to pick up Product Samples and transport to and from vehicle:
 - a) push cart;
 - b) flat bed cart;
 - c) mail cart;
 - d) hand truck
- 9) Product Samples shall always be secured to prevent tampering and shall never be left unattended if not secured.
- 10) The Shuttle Driver/Messenger shall utilize a Government furnished, hand-held bar code scanner for the purpose of maintaining Product Sample accountability during transport.
- 11) The described pick-up and delivery services shall be executed under the CPSC Standard Operating Procedures (SOP) for the Mailroom. However, the CPSC Project Officer retains the right to reschedule, modify, superimpose, or eliminate any pick-up or delivery order or portion thereof. Such rescheduling or redirecting may be done without prior notice.
- 12) The Contractor shall provide messenger service via a morning trip and an afternoon trip between the Consumer Product Safety Commission and other locations (with estimated frequencies)

as set forth below:

- | | | |
|----|---|---------------------------------|
| a) | Bethesda Office (B)
Mailroom
4340 East-West Highway
Bethesda, Maryland | Point of
Origin |
| b) | Laboratory Sciences
Division of Engineering &
Division of Chemistry
10901 Darnestown Road
Building B & H
Rockville, Maryland | Daily
A.M. |
| c) | Warehouse (CC)
Shipping and Receiving
Facility
11820 Coakley Circle
Rockville, Maryland | Daily
A.M. |
| d) | Office of Personnel Mgmt.
1900 E. Street, N.W.
Washington, D. C.
(Various Offices) | 3-4
Times
Monthly
P.M. |
| e) | General Accounting Office
441 G Street, N.W.
Washington, D.C. | 3-4
Times
Monthly
P.M. |
| f) | Food and Drug Administration
Parklawn Building
5600 Fishers Lane
Rockville, Maryland
(Various FDA Offices) | 3-4
Times
Monthly
P.M. |
| g) | U.S. Government Printing
Office
North Capitol and
H Street, N.E.
Washington, D.C. | Daily
P.M. |
| h) | U.S. Post Office
North Capitol and
H Streets, N.E.
Washington, D.C. | Daily
P.M. |
| i) | Federal Register Office
800 North Capitol St., N.W.
7th Floor, Suite 700
Washington, D.C. | 3-4
Times
Weekly
P.M. |

- 13) The following is a daily schedule for the shuttle driver, but is subject to change with prior notification:

LOCATION	TIME LEAVING LOCATION
Bethesda	8:35 a.m.
Laboratory Sciences Division of Engineering &	9:25 a.m.
Division of Chemistry	10:00 a.m.
Computer Ctr., FDA Parklawn Bldg.	10:40 a.m.
CPSC Warehouse	11:00 a.m.
DELIVERY OF PACKAGES & COMMISSIONERS' MAIL	11:30 a.m. to 12:00 Noon
LUNCH BREAK	12:00 Noon to 12:30 p.m.
Bethesda	1:00 p.m.
Deliver & Pick-up at OPM, to GAO, GPO, Post Office	1:00 p.m. 2:00 p.m.
DELIVERY OF PACKAGES & COMMISSIONERS' MAIL	2:30 p.m. 3:00 p.m.
SPECIAL MESSENGER DELIVERIES	3:00 p.m. to 4:00 p.m.

- 14) The Shuttle Driver/Messenger shall leave all undeliverable mail items that are not delivered for any reason in the mailroom at the end of each delivery schedule. Mail from the previous work days shall be picked up at 8:30 a.m. the following work day and delivered as addressed.

- 15) The Shuttle Driver/Messenger shall be responsible for the delivery of CPSC Commissioner's mail and miscellaneous packages directly to their offices at times prescribed by the Project Officer. In the event the messenger is unable to perform this task for any reason, the

Mail Clerk or Distribution Mail Clerk shall perform tasks as required.

- 16) The Shuttle Driver/Messenger shall be responsible for the delivery of general CPSC mail, miscellaneous packages and Product Samples to the appropriate off-site locations, as required by the Project Officer. These deliveries are not covered during the regularly scheduled mail runs. In the event the messenger is unable to perform this task for any reason, the Mail Clerk or Distribution Mail Clerk shall perform tasks as required.
- 17) The Shuttle Driver/Messenger shall, upon request from CPSC, appear in court. The purpose would be to provide testimony on, while in the possession of the Shuttle Driver/Messenger, the chain of custody for Official CPSC Samples, Standard Operating Procedures for handling and delivery of Product Samples and Sample Integrity. The pay rate for this requirement shall be the same as Shuttle Driver/Messenger. The Contractor shall be able to contact the Shuttle Driver/Messenger(s) for up to two (2) years after the services are terminated with the Contractor.
- 18) The Shuttle Driver/Messenger shall, upon return from a Product Sample delivery run, immediately report to the Contractor on-site Supervisor of non-delivery of any Product Samples.
- 19) The Contractor shall not be required to transport hazardous materials such as fireworks.

f. CPSC Information Services

- (1) Upon the request of the CPSC Project Officer, the Contractor shall provide receptionist and/or clerical services for various CPSC Headquarters Offices on an as needed basis through task order requests. Duties include, but are not limited to answering telephones, receiving visitors, filing, typing, and distributing mail within that office, etc.

(a) Receptionist and Clerical Services

- 1) Receives visitors and answers telephone calls to the Consumer Product Safety Commission's Headquarters offices. Answers inquiries based on a general knowledge of the Commission's mission and refer visitors and calls to appropriate office and/or staff members.
 - a) Answer and screen all incoming calls and visitors in a courteous manner. Ascertain the name of caller/visitor, company affiliation, if any, purpose of call/visit, expeditiously transfer caller to the appropriate office and if it is a visitor, contact individual being visited and verify whether they can see said visitor.
- 2) As required, arrange conferences, meetings, and events, informing participants of topics to be discussed and other appropriate background information. Uses a variety of agency automated information management systems, i.e. Word Perfect, cc:Mail, etc. Performs moderate typing assignments.
- 3) Serves as pick-up and drop-off point for Headquarters materials to be picked-up or delivered by messenger service companies.
- 4) As required, shall maintain the Consumer Product Safety Commission's display racks of vacancy announcements, press releases, federal register notices, safety alerts, current briefing packages, information and educational publications, public display of Commission agendas, and other general information materials. Sort, classify, and file materials for easy retrieval.

As requested by mail and telephone, retrieves requested material and forwards to the appropriate individuals. Informs the Contractor on-site supervisor when materials on display

racks require replenishment.

- 5) As required, assist public in locating reference materials. Review and dispose of expired materials on a weekly basis.
- 6) As required, manages photocopy equipment that has been assigned to the Information center and/or offices. Reports copier malfunctioning immediately to the Contractor on-site supervisor and monthly meter readings, replenishing paper, toner, and other supplies.
- 7) Provide limited and controlled copying services upon request to visitors. Copyrighted material or personal papers of any kind shall not be reproduced.

g. CPSC Shipping/Receiving and Transportation Services

- (1) The Contractor shall provide shipping, receiving, and transportation services on an on-going basis for deliveries that are not classified as mail, and require inspection and acceptance.
- (2) The Contractor shall provide transportation services of furniture, equipment, supplies and materials, and passengers to various designated stops.
- (3) The Contractor shall provide personnel who can perform shipping, receiving, and transportation services, but who will also serve as the on-site supervisor, and perform labor services and operator services in the CPSC Copy Center.
- (4) Supervisory Duties
 - (a) The Shipping/Receiving and Transportation Clerk is assigned as the on-site supervisor to this contract. The Supervisor shall have demonstrated, competent supervisory ability by successful experience of at least one year in a similar capacity and position as a full-time supervisor.
 - (b) Supervision shall entail the continuous oversight of all work under this contract, including work scheduling, monitoring employee's performance, solving problems,

prioritizing, and providing back-up employees.

- (c) The Supervisor shall maintain daily communication with the CPSC Project Officer as necessary to resolve any procedural problems; to report any equipment malfunctions; and to implement such requests or instructions as may effect the operation of the services during the daily working period as set forth under the terms and conditions of this contract.

(5) Shipping/Receiving

- (a) The Shipping/Receiving and Transportation Clerk shall receive, unload, ship, store, and process incoming shipments of property, equipment, supplies, etc. Ensures that all shipping and receiving transactions are properly documented and that quantities and contents are consistent with accompanying documents. Delivers incoming shipments to ordering or receiving offices.
- (b) Picks up outgoing shipments from shipping office and take to mailroom for proper postage and/or inter-building distribution. After items for shipment are selected, assures that items ready for shipment are properly assembled in the loading area according to information provided on the shipping request. Checks the condition of shipping containers prior to loading.

(6) Transportation

The Shipping/Receiving and Transportation Clerk shall be required to transport passengers to various designated stops from time-to-time in a CPSC owned or leased vehicle, upon request by the Project Office or designee.

(7) Other Duties

- (a) The Shipping/Receiving and Transportation Clerk shall be required to perform laborer services as outlined in C.3.g. of this statement of work, whenever the services of additional laborers are required, including but not limited to lift-gate truck driver.

- (b) The Shipping/Receiving and Transportation Clerk shall be required to perform copy operator services as outlined in C.3.g. of this statement of work. Copy Operator services will be required from 12:00 noon to 1:00 p.m. and when requested to assist the copy center personnel in performance of their duties.

C.4. LEVEL OF EFFORT

- a. The following represents the Government's best efforts at determining the level of effort required for this contract; however, indefinite quantities will be based on dollars included in Section I.5., INDEFINITE QUANTITIES.
- b. It is estimated that the basic contract will require 12,200 Labor-hours of effort to complete.
- c. It is estimated that four contract options will require 12,200 labor-hours (per option) of effort to complete.
- d. The following is a breakdown of the labor-hours by category of labor that CPSC estimates will be required to complete the requirements specified in this contract:

BASIC CONTRACT (10/1/98 - 9/30/99)

LABOR CATEGORY	ESTIMATED REGULAR HOURS	ESTIMATED OVERTIME HOURS
Library Technician	1,000	
Laborer	1,600	50
Driver/Laborer	200	
Driver/Laborer w/truck	400	50
Copier Operator	2,000	100
Receptionist	500	
Supervisory Shipping/Receiving Clerk	2,000	100
Shuttle Driver/Messenger	2,000	50
Mail Clerk	2,000	

Distribution Mail Clerk 500

- e. OPTION PERIOD I (10/1/99 - 9/30/00) Same As Above
- f. OPTION PERIOD II (10/1/00 - 9/30/01) Same As Above
- g. OPTION PERIOD III (10/1/01 - 9/30/02) Same As Above
- h. OPTION PERIOD IV (10/1/02 - 9/30/03) Same As Above

C.5. QUALITY ASSURANCE PLAN (QAP) (Copy Center Operations)

- a. The Contractor shall comply with the Quality Assurance Plan (QAP) provided with the offeror's proposal, as amended and then incorporated by reference into this contract. In the event the Contractor determines that it will be unable to meet performance requirements or deadlines called for in the contract, the Contractor must notify the CPSC Project Officer in advance and provide written justification for not meeting established performance requirements (Statement of Work) and schedules. The Contractor's staff shall be required to take whatever steps are necessary including replacing the Copy Operator staff with highly qualified personnel or working after normal hours to meet established deadlines at no additional cost to the government. (see Section E.1.)
- b. If the CPSC Project Officer requires additional performance requirements not specifically called for in the contract, the CPSC Contracting Officer will be notified. The Contractor shall not begin any work on new performance requirements until the CPSC Contracting Officer has approved them in writing.

C.6. INCENTIVE FEE PLAN

The Incentive Fee Plan (Attachment J.3.) will be used unilaterally by the government for the periodic evaluation of, and fee determination for the performance-based portion (Copy Center Operations) of this service contract. See Section B.3. for the incentive fee available.

C.7. REPORTING REQUIREMENTS

The Contractor shall submit the following reports to the Project Officer:

- a. Bi-weekly Reports (verbal or written) (Basic Contract

Period and Option Periods)

- (1) Problems, questions and/or comments about any aspect of the services.
- (2) Recommendation(s) for improved efficiency for the operation of the following:

- Mailroom
- Copy Center
- Library
- Information Center
- Mail and Shuttle Services
- Shipping/Receiving and Transportation Services
- Labor Services

- (3) UPS log sheets

b. Monthly Reports (Basic Contract Period and Option Periods)

- (1) Format - the report(s) shall be in the following format:
 - (a) 8-1/2" x 11" bond paper
 - (b) Typewritten and reproducible
 - (c) Provide information concerning:
 - 1) the contract pursuant to which the report is prepared; and
 - 2) the name of the Contractor preparing the report pursuant to such contract.
- (2) Content - similar content as required for Bi-weekly Reports, plus:
 - (a) Inventory of supplies, forms, etc.
 - (b) Summary of Certified and Registered Mail, Airborne Overnight Mail Express and Federal Express Mail and United Parcel Service (UPS) logged during the previous month.
 - (c) Meter readings from all copiers.

END OF SECTION C

SECTION D - PACKAGING AND MARKING

D.1. PACKAGING AND MARKING (NOT APPLICABLE)

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1. INSPECTION AND ACCEPTANCE

- a. All services and materials submitted for approval will be reviewed by the Commission within five (5) working days after date of receipt.
- b. Acceptance/rejection will be transmitted to the Contractor by the Project Officer, in writing, within five (5) working days after review of (goods or services).
- c. Acceptance/rejection will be based on conformance with C.3., STATEMENT OF WORK.
- d. Upon submission of any contract deliverable, including reports specified in C.7., REPORTING REQUIREMENTS, the contractor shall submit to the Contracting Officer a copy of the dated cover letter transmitting such deliverable.
- e. This contract incorporates the following clause(s) by reference, with the same force and effect as if set forth in full text. Upon request, the Contracting Officer will make its full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
CLAUSE(s):

52.246-4	Inspection of Services - Fixed Price	Apr 1984
52.246-6	Inspection--Time-and Material and Labor Hour	Jan 1986

END OF SECTION E

SECTION F - DELIVERIES AND PERFORMANCE

F.1. PERIOD OF PERFORMANCE

The basic period of performance of this contract shall be from October 1, 1998 through September 30, 1999, with four 1 year options available.

F.2. DELIVERY OR PERFORMANCE

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

ITEM	QUANTITY	DELIVERY OR PERFORMANCE
a. Bi-weekly Reports See Section C.7.	one each	By Friday of each preceding 2 week period
b. Monthly Reports See Section C.7.	one each	15th working day of each month

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
Administrative Services Branch, Room 520
Washington, DC 20207-0001
Attn: James D. Shupe, Jr.
Project Officer

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

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. CONSIDERATION

- a. Basic Contract Period (effective date through 9/30/99)

As consideration for its satisfactory performance, the Contractor will be paid in accordance with the firm fixed rates and incentive fees specified in Section B.3., SERVICES AND PRICES, for work performed up to the amount set forth in Section I.5.

- b. Option Period I (10/1/99 - 9/30/00)

As consideration for its satisfactory performance, the Contractor will be paid in accordance with the firm fixed rates and incentive fees specified in Section B.3., SERVICES AND PRICES, for work performed up to the amount set forth in Section I.5.

c. Option Period II (10/1/00 - 9/30/01)

As consideration for its satisfactory performance, the Contractor will be paid in accordance with the firm fixed rates and incentive fees specified in Section B.3., SERVICES AND PRICES, for work performed up to the amount set forth in Section I.5.

d. Option Period III (10/1/01 - 9/30/02)

As consideration for its satisfactory performance, the Contractor will be paid in accordance with the firm fixed rates and incentive fees specified in Section B.3., SERVICES AND PRICES, for work performed up to the amount set forth in Section I.5.

e. Option Period IV (10/1/02 - 9/30/03)

As consideration for its satisfactory performance, the Contractor will be paid in accordance with the firm fixed rates and incentive fees specified in Section B.3., SERVICES AND PRICES, for work performed up to the amount set forth in Section I.5.

G.2. 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. PARTIAL PAYMENTS

The Contractor shall submit vouchers for partial payment as follows:

- (1) All monthly invoices submitted by the Contractor must be complete and accurate. Invoices must include a one-page calendar for each employee with days of the week and the date providing an accurate accounting of the number of hours being billed to the government for each day. In addition, each day's record will include the time the employee began work and the time the employee ended the work day. Any overtime work shall be indicated as "OT". This accounting shall not include leave or any hours not being billed to the government.
- (2) Final Payment will be made only after delivery and acceptance of all services and items required by this contract.
- (3) 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 G.3., 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.

G.3. 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) The voucher/invoice number and date.
 - (3) The contract number, and any other authorization for delivery.
 - (4) Accounting and appropriation data.
 - (5) Description, price and quantity of goods or services actually delivered.
 - (6) Labor hours billed by labor category (if applicable).
 - (7) Other direct costs, with sufficient detail to determine allocability and acceptability of

- charges (if applicable).
- (8) Travel costs, with applicable receipts and adequate detail to permit review/approval of costs (if applicable).
 - (9) Shipping cost terms (if applicable).
 - (10) Payment terms.
 - (11) Other substantiating documentation or information as specified in the contract or purchase order.
 - (12) Name, where practical, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
 - (13) Calendar as described in Section G.2.c.
- 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. Cecelia R. Smith, Agency Payment Officer
Division of Financial Services, Room 522
Consumer Product Safety Commission
Washington, D.C. 20207-0001
(Phone: 301-504-0018)
- 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 Hodge, Prompt Payment Contact
Division of Financial Management, Room 522
Consumer Product Safety Commission
Washington, D.C. 20207-0001
(Phone: 301-504-0018)
- f. SF 1034 and 1035 forms will be furnished by CPSC, Division of Procurement Services, upon request of the Contractor.

G.4. METHOD OF PAYMENT

- a. Effective July 26, 1996, all vendors receiving federal payments under new purchase orders, delivery orders, and contracts or new modifications to existing purchase orders, delivery orders, and contracts will be paid by electronic funds transfer (through the Automated Clearing House (ACH)). After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Accounting Officer designated in G.3.d.

- b. The Contractor shall provide the following information:
- (1) Routing transit number of the financial institution receiving payment.
 - (2) Number of account to which funds are to be deposited.
 - (3) Type of depositor account ("C" for checking, "S" for savings).
 - (4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed. A copy of this form may be obtained by contacting the Accounting Officer on (301) 504-0018.
- c. In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.
- d. The documents furnishing the information required in this clause must be dated and contain the signature, title and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.
- e. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

G.5. WITHHOLDING OF CONTRACT PAYMENT

Notwithstanding any other payment provision of this contract, 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.

G.6. PROJECT OFFICER DESIGNATION

Mr. James D. Shupe of the Commission's Division of

Administrative Services, has been designated as the primary Government Project Officer for this contract. Ms. Iris Parks of the Commissions Division of Administrative Services, has been designated as the alternate Government Project Officer. These individuals may be reached on (301) 504-0666. In addition to the above, subordinate alternate Project Officers and their specific areas of responsibility are listed below:

SUBORDINATE ALTERNATIVE(S) :	AREA OF RESPONSIBILITY
<u>Mr. Reynaldo Garcia</u>	Shipping and Receiving Services
<u>Ms. Charnella Middleton</u>	Laborer Services
<u>Ms. Ann Montalbano</u>	Library Services
<u>Ms. Wanda Spinner</u>	Receptionist Services (mailroom & copy center services in the absence of the primary alternate)

Primary Alternate:

<u>Ms. Iris Parks</u>	Mailroom & Copy Center Services and in the absence of any Sub-ordinate alternates, their area of responsibility.
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- 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, 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.

G.7. KEY PERSONNEL

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

NAME*	TITLE
Mr. Arliss Butler	Supervisory Shipping/Receiving Clerk
Mr. Conwell Akers	Project Manager
Mr. Carl Smith	Copy Operator;

- 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.

END OF SECTION G

SECTION H - Special Contract Requirements

H.1. CONSIDERATION FOR EMPLOYMENT

In order for the CPSC base maintenance operations to maintain a seamless transition between contractors to the maximum extent practicable, the successful offeror agrees to consider the current base maintenance employees for employment openings under this new contract, in positions for which they are qualified.

H.1. OVERTIME

Except as authorized by Subpart 22.103-2 of the Federal Acquisition Regulation, the Contractor shall not perform overtime work under, or in connection with, this contract for which premium compensation is required to be paid by the Government, without advance specific approval from the CPSC Project Officer in accordance with Section B.3.. Overtime will be approved by the CPSC Project Officer in accordance with Section B.3. only in instances where it is essential to the completion of the work required within the time frame specified. In no event shall overtime be authorized unless the Contractor employees have been working on a CPSC contract during the regular (straight) time a full 40 hours on any given normal work week over and above for which overtime is requested. This is in accordance with Title 29, Part 778, Section 100 of the Code of Federal Regulations. On this contract all overtime must be approved in writing in advance by the CPSC Project Officer. CPSC will only pay for overtime which is actually paid to the Contractor employee.

H.2. 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) Copy Center

	Item Description	Quantity
(a)	Kodak 2110 Duplicator	1 each
(b)	Kodak 70I	1 each
(b)	Kodak 235 Duplicator	1 each
(c)	Kodak 2085 Duplicator	1 each
(d)	Challenge Century Power Paper Drill	1 each
(e)	Bostitch Wire Stitcher	1 each
(f)	Carts (hand)	2 each
(g)	Timeclock	1 each

(2) Mailroom

(a)	Pitney Bowes Allocator	1 each
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- (b) Pitney Bowes Scale 1 each
 - (c) Pitney Bowes Mail Meter 1 each
 - (d) Federal Express Powership Computer with Printer 1 each
 - (e) Industrial Scale 1 each
 - (f) GSA and Commercial leased Automotive Vehicle */** 1 each
 - (g) Mailcart 2 each
 - (h) Cartons, Packing, for Electronic Equipment As Required
- (3) Library
- (a) Savin 9320 Copier 1 each
 - (b) IBM Personal Computer with Printer 1 each
 - (c) Microfiche Reader 1 each
 - (d) Terminal with Keyboard 1 each
- (4) Labor
- (a) Hand jack (fork-lift type) 1 each
- (5) General Supplies/Equipment
- (a) Space, heating, light, and ventilation

NOTE: * Includes - Vehicle maintenance, parking permit, garage key, and Government gasoline credit card.

** Type of vehicle to be determined at time of award.

- 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.

H.3. DRUG-FREE WORKPLACE

a. Definitions

As used in this clause, "Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

b. The Contractor, if other than an individual, shall --

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish a drug-free awareness program to inform such employees about:

- (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs;
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b) (1) of this clause;
- (4) Notify such employees in the statement required by subparagraph (b) (1) of this clause, that as a condition of continued employment on this contract, the employee will --
- (i) Abide by the terms of the statement and
 - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (5) Notify the Contracting Officer within ten (10) days after receiving notice under subparagraph (a) (4) (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;
- (6) Within 30 days after receiving notice under subparagraph (a) (4) of this clause of a conviction, impose the following sanctions or remedial reassures on any employee who is convicted of drug abuse violations occurring in the workplace;
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace implementation of subparagraphs (b) (1) through (b) (6) of this clause.

- c. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.
- d. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

H.4. INSURANCE

- a. In accordance with the Federal Acquisition Regulation (FAR), Subparts 28.301 and 28.307-2, and Clause 52.228-05 of this contract entitled "Insurance-Work on a Government Installation, April 1984," the Contractor shall at its own expense provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance set forth below:
 - (1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
 - (2) General liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$3,000,000 per occurrence.
 - (3) Insurance Clause. The Contractor shall present evidence of insurance coverage in compliance with (1) and (2) above within 15 calendar days of award.

H.5. DISCLOSURE OF LOBBYING ACTIVITIES

- a. If this contract exceeds \$100,000 in value, the Contractor shall comply with Provision No. 52.203-11 entitled Certification of Disclosure Regarding Payments to Influence Certain Federal Transactions previously certified by the Contractor in Section K of the solicitation, and with Clause No. 52.203-12 of this contract entitled Limitation on Payments to Influence Certain Federal Transactions. The above provision and clause prohibit the use of Federally appropriated funds (including profit or fee received under a covered Federal transaction) for lobbying activities. The Contractor shall furnish an initial disclosure if any non-Federal funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee or a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.
- b. The disclosure form, OMB Standard Form LLL entitled Disclosure of Lobbying Activities is included as Attachment J.2. to this contract.
- c. In addition, the Contractor shall file an updated disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any initial disclosure form previously filed by such person under the contract. An event that materially affects the accuracy of the information reported includes --
- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s), influencing or attempting to influence a covered Federal action; or
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- d. The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract. Please review Clause 52.203-12 for detailed information about this requirement. A full text version

of the clause will be made available upon request to the Contracting Officer.

H.6. SERVICE CONTRACT ACT

This contract is subject to the Service Contract Act of 1965, as amended, and is incorporated by reference (see Section I).

H.7. WAGE DETERMINATION

In the performance of this contract the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number 94-2103 (17) dated 07/09/98 which is included as Attachment J.4. to this contract.

H.8. CHANGE-OVER

The Contractor may be replaced by a successor Contractor in the performance of the kind of effort required by this contract. By execution of this contract, the Contractor agrees that it shall cooperate to effect an orderly and efficient transition to any such successor contractor during a transition period to be specified by the Contracting Officer.

H.9. CPSC SMOKE FREE POLICY

All Contractor employees working on-site at CPSC under this contract shall comply with the Commission's smoke free policy which became effective July 6, 1993.

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.

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.

H.10. SEAT BELT USE

- a. 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. A copy of Executive Order 13043 is included as Attachment J.5. to this contract.

- b. The Contractor Shuttle/Driver shall remind passengers to utilize the seat belts, prior to operating vehicle.

H.11. BACKGROUND SECURITY CHECKS FOR CONTRACTOR EMPLOYEES

- a. All Contractor employees presently in service under this contract and any new Contractor employees to be utilized for performance of this contract may be subjected to a National Agency Check and Inquiry (NACI). These background checks will be performed at Government expense. The CPSC contact point for these checks is Betty Fees, CPSC Security Specialist. Ms. Fees can be reached at (301) 504-0660 ex.1164.
- b. The Contractor shall upon request of the Commission provide whatever information is necessary about each employee to facilitate the performance of this check. This information shall be provided at the expense of the Contractor.
- c. If the background check is deemed to be necessary on employees, it will be performed as soon as practicable after they enter into service.
- d. Background checks may be updated as determined to be necessary by CPSC.
- e. By execution of this contract, the contractor certifies that none of the employees working under this contract have been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.
- f. The Government reserves the right to remove from service any Contractor employee for any of the following:
 - (1) Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.

- (2) Falsification of information entered on security screening forms or other documents submitted to the Government.
 - (3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.
 - (4) Any behavior judged to pose a threat to personnel or property.
- g. FAILURE BY THE CONTRACTOR TO COMPLY WITH THE TERMS OF THIS CLAUSE MAY RESULT IN TERMINATION OF THE CONTRACT.

END OF SECTION H

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
r	52.202-1	Definitions	Oct 1995
	52.203-3	Gratuities	April 1984
r	52.203-5	Covenant Against Contingent Fees	April 1984
r	52.203-7	Anti-Kickback Procedures	July 1995
	52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	Jan 1997

	52-203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (\$100,000 & Over)	June 1997
r	52.204-4	Printing/Copying Double Sided on Recycled Paper	June 1996
	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	Jul 1995
	52.215-2	Audit and Records - Negotiation	Aug 1996
	52.215-8	Order of Precedence - Uniform Contract Format	Oct 1997
	52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct 1997
	52.215-12	Subcontractor Cost or Pricing Data	Oct 1997
	53.217-8	Option to Extend Services	April 1989
	53.217-9	Option to Extend the Term of the Contract	Mar 1989
	52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns	June 1997
	52.222-1	Notice to the Government of Labor Disputes	Feb 1997
	52.222-3	Convict Labor	Aug 1996
	52.222-4	Contract Work Hours and Safety Standards Act Overtime Compensation - General	July 1995
	52.222-26	Equal Opportunity	April 1984
	52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	April 1984
	52.222-36	Affirmative Action for Handicapped Workers	April 1984

	52.223-2	Clean Air and Water	April 1984
r	52-223-14 52.227-1	Toxic Chemical Release Reporting Authorization and Consent (Alternate I)	Oct 1996 July 1995
	52.232-1	Payments	April 1984
	52.232-7	Payments under Time-and- Materials and Labor-hour Contracts	
	52.232-8	Discounts for Prompt Payment	May 1997
	52.232-9	Limitation on Withholding of Payments	April 1984
	52.232-11	Extras	April 1984
	52.232-17	Interest	April 1984
	52.232-19	Availability of Funds for the Next Fiscal Year	April 1984
	52.232-23	Assignment of Claims	Jan. 1986
	52.232-25	Prompt Payment	June 1997
	52.232-33	Mandatory Information for Electronic Funds Transfer Payment	Aug 1996
	52.233-1	Disputes	April 1984
r	52.233-3	Protest After Award	Aug 1996
	52.243-1	Changes--Fixed Price. Alternate I	Aug 1987
r	52.243-3	Changes- Time-and-Materials or Labor Hours.	Aug 1987
	52.245-1	Property Records	April 1984
	52.245-2	Government Property (Fixed-Price Contracts)	Dec 1989
	52.246-25	Limitation of Liability - Services	Feb 1997
	52.249-4	Termination for Convenience	April 1984

of the Government (Services)
(Short Form)

52.249-8

Default (Fixed-Price Supply
and Services)

April 1984

The following clauses are incorporated in full text:

I.2. STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY, 1989) (Ref: FAR 52.222-42)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A
WAGE DETERMINATION

Employee Class		Monetary Wage - Fringe Benefits
Library Technician	GS-7	\$12.71
Laborer	WG-2	\$ 9.19
Driver/Laborer	WG-3	\$10.20
Copier Operator	WG-3	\$10.20
Receptionist	GS-4	\$ 9.17
Supervisory Shipping/ Receiving Clerk	WG-8	\$14.83
Shuttle Driver/Messenger	WG-3	\$10.20
Mail Clerk	WG-3	\$10.20
Distribution Mail Clerk	WG-2	\$ 9.19

plus benefits @ 34.45%

I.3. OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. At the option of the Government, this contract is renewable for the periods of 10/01/99 through 09/30/00, 10/01/00 through 09/30/01, 10/01/01 through 09/30/02, 10/01/02 through 09/30/03 by the Contracting Officer giving written notice of renewal to the Contractor prior to the expiration date of the previous contract period; provided that, the Contracting Officer shall give preliminary notice of the Government's intention

to renew at least 60 days before the contract is to expire. (Such preliminary notice shall not be deemed to commit the Government to renewals.)

- b. The exercise of option period I shall be at the hourly rates specified in Section B.3. and shall not exceed the amounts set forth in Section I.5.
- c. The exercise of option period II shall be at the hourly rates specified in Section B.3. and shall not exceed the amounts set forth in Section I.5.
- d. The exercise of option period III shall be at the hourly rates specified in section B.3. and shall not exceed the amounts set forth in Section I.5.
- e. The exercise of option period IV shall be at the hourly rates specified in Section B.3. and shall not exceed the amounts set forth in Section I.5.

I.4. AVAILABILITY OF FUNDS

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.5. INDEFINITE QUANTITIES

- a. It is impossible to determine the exact quantities of services described herein that will be required during the performance of the contract; however, a minimum amount will be obligated and paid for during the basic period unless the contract is terminated. The Contractor is obligated to furnish all services described herein for the stated minimum and, if ordered, furnish additional services up to the stated maximum.
- b. When the total amount billed for services rendered under this contract during any period(Basic or Optional) equals \$200,000.00, the Contractor shall immediately give written notice to the Contracting Officer.
- c. Basic Period (effective date - 9/30/99):