

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER REQ-2700-17-0004		PAGE OF 1 21	
2. CONTRACT NO. GS-00F-144CA		3. AWARD/ EFFECTIVE DATE 02/22/2017	4. ORDER NUMBER CPSC-F-17-0023		5. SOLICITATION NUMBER CPSC-Q-17-0010		6. SOLICITATION ISSUE DATE 01/24/2017
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Derrick Braswell		b. TELEPHONE NUMBER (No collect calls) (301) 504-7310		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814			CODE FMPS	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:			
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO CONSUMER PRODUCT SAFETY COMMISSION OFFC OF FINAN MGMT, PLANNING & EVAL 4330 EASTWEST HIGHWAY ROOM 520 BETHESDA MD 20814		CODE EXFM	16. ADMINISTERED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814				
17a. CONTRACTOR/ OFFEROR COTTON AND COMPANY LLP 635 SLATERS LANE SUITE 400 ALEXANDRIA VA 22314-1177		CODE [REDACTED]	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CPSC Accounts Payable Branch AMZ 160 P. O. Box 25710 Oklahoma City OK 73125			
TELEPHONE NO		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: [REDACTED] Contracting Officer Representative (COR) Barbara Denny Email: BDenny@cpsc.gov Tel: 301-504-7246 The contractor shall provide all necessary personnel, materials, and supplies to perform the OMB Circular A-123 Testing Services for performance period effective February 22, 2017 through September 30, 2017 in accordance with GSA <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA 0100A17DSE-2017-5446000000-EXFM002700-251A0						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$151,677.77	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Cassandra C. Sterba		31c. DATE SIGNED 2-22-17	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22. UNIT	23 UNIT PRICE	24 AMOUNT
0001	<p>Schedule (GS-00F-144CA), the attached performance work statement and terms and conditions.</p> <p>Review the updated cycle memo, perform a walk-through of the updated process, update the control matrix and then perform testing of the controls identified for the CPSC Budget cycle, Property Management cycle, Payroll cycle, Travel Management cycle, Financial Reporting sub-cycle, IT General Controls cycles (including the Budget Database Application, the Property Management System, PRISM, Delphi, FPPS WebTA, ETravel and General Support systems cycle) for CPSC's FY 2017 A-123 testing.</p> <p>The contractor will analyze the internal control testing results and provide a report on the internal control assessment for OMB A-123 Appendix A for FY 2017.</p> <p>The total amount of award: \$151,677.77. The obligation for this award is shown in box 26.</p>	1	LO	151,677.77	151,677.77

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

Performance Work Statement

1 Introduction

The Consumer Product Safety Commission (CPSC) requires contractor support for the Office of Management and Budget (OMB) A-123 testing. Independently, and not as an agent of the Government, the Contractor shall furnish all necessary personnel, materials, services, and contractor facilities (when the contractor is not working on site at CPSC) to provide support for CPSC's OMB A-123 Appendix A financial internal controls program for 2017, reference the following link:

https://www.whitehouse.gov/omb/circulars_a123_rev. The objective of this performance work statement is to obtain contractor support for testing the operating effectiveness of key controls for four financial related cycles (identified below), one financial sub-cycle process, and 7 cycles contained within the IT General Controls. The work involves testing of controls, evaluating test results, providing recommendations and a report regarding the operational effectiveness of the controls tested. The contractor shall communicate exceptions and deficiencies in controls and recommend corrective actions to enable the CPSC management to remediate the control deficiencies in a timely manner. The contractor shall perform the work set forth below except as provided in Section 7, "Government Furnished Materials."

The resulting analysis report must be written to satisfy requirements expressed below in the descriptions of required deliverables. All work done under this contract must be coordinated with the Contracting Officer's Representative (COR).

2 Tasks

2.1 Task 1: Perform walk-throughs, update control matrices and test identified key controls for CPSC's OMB A-123 FY 2017 Budget cycle, Property Management cycle, Payroll cycle, Travel Management process, one sub-process within the Accounting Operations and Financial Reporting cycle (which is the Financial Reporting sub-process), and 7 IT General Controls applications cycles.

During 2012, a Contractor developed cycle memos and control matrices for CPSC's financial processes. During 2014, a risk assessment of CPSC's financial processes with a recommended five year rotational cycle was completed and a testing schedule was put into place. For FY 2017, the cycles that are scheduled to be tested include the Budget cycle, the Property Management cycle, the Payroll cycle, the Travel Management cycle, one financial process sub-cycle (the Financial Reporting sub-cycle) and 7 IT General Controls applications cycles which have also been included in the schedule of testing for FY 2017 per the results of the risk assessment.

The Contractor shall perform walk-throughs of the cycles identified above, review the updated cycle memos and associated controls and update the control matrices for these cycles and sub-cycles. The Contractor will utilize these updated documents (cycle memos and control matrices) to conduct testing of these controls for FY 2017 A-123

Appendix A program. Prior years testing documents will be made available for reference and control identification along with prior year's test results and reports.

The CPSC requires that the Contractor perform the following tasks:

- A. The contractor shall review the updated cycle memo, perform a walk-through of the updated process, update the control matrix and then perform testing of the controls identified for the CPSC Budget cycle for CPSC's FY 2017 A-123 testing. (deliverable #1). The testing of these controls will occur in two phases. The first phase will cover transactions occurring from 7/1/2016 through 3/31/2017. The second phase of testing will cover transactions occurring from 4/1/2017 to 6/30/2017. The first phase of testing will conclude on or before 7/10/2017. The second phase of testing will conclude on 9/1/2017.
- B. The contractor shall review the updated cycle memo, perform a walk-through of the updated process, update the control matrix and then perform testing of the controls identified for the CPSC Property Management cycle for CPSC's FY 2017 A-123 testing. (deliverable #2). The testing of these controls will occur in two phases. The first phase will cover transactions occurring from 7/1/2016 through 3/31/2017. The second phase of testing will cover transactions occurring from 4/1/2017 to 6/30/2017. The first phase of testing will conclude on or before 7/10/2017. The second phase of testing will conclude on 9/1/2017.
- C. The contractor shall review the updated cycle memo, perform a walk-through of the updated process, update the control matrix and then perform testing of the controls identified for the CPSC Payroll cycle for CPSC's FY 2017 A-123 testing. (deliverable #3). The testing of these controls will occur in two phases. The first phase will cover transactions occurring from 7/1/2016 through 3/31/2017. The second phase of testing will cover transactions occurring from 4/1/2017 to 6/30/2017. The first phase of testing will conclude on or before 7/10/2017. The second phase of testing will conclude on 9/1/2017.
- D. The contractor shall review the updated cycle memo, perform a walk-through of the updated process, update the control matrix and then perform testing of the controls identified for the CPSC Travel Management cycle for CPSC's FY 2017 A-123 testing. (deliverable #4). The testing of these controls will occur in two phases. The first phase will cover transactions occurring from 7/1/2016 through 3/31/2017. The second phase of testing will cover transactions occurring from 4/1/2017 to 6/30/2017. The first phase of testing will conclude on or before 7/10/2017. The second phase of testing will conclude on 9/1/2017.
- E. The contractor shall review the updated cycle memo, perform a walk-through of the updated process, update the control matrix and then perform testing of the controls identified for the CPSC Financial Reporting sub-cycle for CPSC's FY 2017 A-123 testing. (deliverable #5). The testing of these controls will occur in two phases. The first phase will cover transactions occurring from 7/1/2016 through 3/31/2017. The

second phase of testing will cover transactions occurring from 4/1/2017 to 6/30/2017. The first phase of testing will conclude on or before 7/10/2017. The second phase of testing will conclude on 9/1/2017.

- F. The contractor shall review the updated cycle memos, perform walk-throughs of the updated processes, update the control matrices and then perform testing of the controls identified for the CPSC IT General Controls cycles, including the Budget Database Application, the Property Management System, PRISM, Delphi, FPPS WebTA, E2 Solutions (travel system) and General Support systems cycle for CPSC's FY 2017 A-123 testing. (deliverable #6). The testing of these controls will not be conducted in two separate phases, but will be completed just once covering the period from 7/1/2016 to 6/30/2017. The testing will conclude on 9/1/2017.
- G. The contractor will analyze the internal control testing results and provide a report on the internal control assessment for OMB A-123 Appendix A for FY 2017 (deliverable #7).
- H. All documentation shall be submitted by the Contractor to the Contracting Officer's Representative (COR) for acceptance and approval. Once accepted by the COR, the documents will be finalized to include any requested additions/deletions proposed by the COR at no additional charge.
- I. As the contractor completes the requirements, it shall identify and bring to the COR's immediate attention any control gaps or controls that are not functioning as intended.

3 Performance Assessment Plan

Successful performance will be measured by four performance objectives and thresholds:

a. **Performance Objective**

All services comply with applicable laws and regulations.

Performance Threshold

This criteria must be met 100% of the time. The threshold is either passed or failed.

b. **Performance Objective**

All delivery dates must be met. Deliverables shall be on time and complete requiring no correction from the COR.

Performance Threshold

Excellent: The contractor meets delivery dates 100% of the time. Deliverables meet all requirements with no more than five occasions for which the COR requires follow-up for additional details.

Acceptable: The contractor meets delivery dates between 95-99% of the time.

Deliverables meet all requirements with no more than six to twelve occasions for which the COR requires follow-up for additional details.

Marginal: The contractor meets delivery dates 88 – 94% of the time. Deliverables meet most requirements with no more than thirteen to twenty occasions for which the COR requires follow-up for additional details.

Unacceptable: The contractor fails to meet the delivery dates below 88% of the time. More than twenty occasions require COR follow-up for additional details.

c. Performance Objective

Prepare workpapers and memoranda in accordance with A-123 requirements. The analysis shall comply with all applicable OMB Circulars, laws and regulations.

Performance Threshold

These criteria shall be met 100% of the time. The threshold is either passed or failed.

d. Performance Objective

All written reports, procedures and/or programs are clear, concise and easily interpreted by the applicable user.

Performance Threshold

Excellent: Deliverables meet all requirements of the PWS 100% of the time. Deliverables meet all requirements with no more than five occasions for which the COR requires follow-up for additional details.

Acceptable: The deliverables meet all requirements of the PWS between 95-99% of the time with no more than six to twelve occasions for which the COR requires follow-up for additional details.

Marginal: The deliverables meet all requirements of the PWS between 88-94% of the time. Deliverables meet most requirements with no more than thirteen to twenty occasions for which the COR requires follow-up for additional details.

Unacceptable: The deliverables fail to meet the requirements below 88% of the time. More than twenty occasions require COR follow-up for additional detail

4 Delivery or Performance:

All deliverables shall be provided to the COR via email (BDenny@cpssc.gov) and a hard copy per the requirements defined in paragraph 5, below, "reporting requirements."

Deliverables defined in this performance work statement shall be delivered in accordance with the performance work schedule listed below unless otherwise approved by the COR.

The COR will review deliverables for acceptance and provide the contractor with written notification identifying whether the deliverable is acceptable or require revision

within 5 business days of receipt of the deliverable. If revisions are required, the COR will provide specific information on needed revisions within seven days of receipt of the deliverable. The contractor will complete revisions within 2 business days after receipt of the required revisions. Revisions will be performed by the contractor at no additional cost. If necessary, this cycle will be repeated until final acceptability is achieved. The documents will be finalized to include any requested additions/deletions proposed by the COR.

Deliverables defined in the statement of work shall be delivered in accordance with the following schedule:

PERFORMANCE WORK SCHEDULE

Deliverable	Description	Due Date	Recipient
Deliverable 1 - The contractor shall review the updated cycle memo, perform a walk-through of the updated process, update the control matrix and then perform testing of the controls identified for the CPSC <u>Budget</u> cycle for CPSC's FY 2017 A-123 testing.	Updated control matrix, completed workpapers documenting requests for populations, identifying random samples, requesting supporting documentation for testing, conducting the testing, provide all supporting documentation for samples, providing test results and formulating conclusions regarding the effectiveness of the controls tested.	July 10, 2017 (phase 1 testing) September 1, 2017 (phase 2 testing)	COR
Deliverable 2 - The contractor shall review the updated cycle memo, perform a walk-through of the updated process, update the control matrix and then perform testing of the controls identified for the CPSC <u>Property Management</u> cycle for CPSC's FY 2017 A-123 testing.	Updated control matrix, completed workpapers documenting requests for populations, identifying random samples, requesting supporting documentation for testing, conducting the testing provide all supporting documentation for samples, providing test results and formulating conclusions regarding the effectiveness of the controls tested.	July 10, 2017 (phase 1 testing) September 1, 2017 (phase 2 testing)	COR

Deliverable	Description	Due Date	Recipient
<p>Deliverable #3 - The contractor shall review the updated cycle memo, perform a walk-through of the updated process, update the control matrix and then perform testing of the controls identified for the CPSC <u>Payroll</u> cycle for CPSC's FY 2017 A-123 testing.</p>	<p>Updated control matrix, completed workpapers documenting requests for populations, identifying random samples, requesting supporting documentation for testing, conducting the testing provide all supporting documentation for samples, providing test results and formulating conclusions regarding the effectiveness of the controls tested.</p>	<p>July 10, 2017 (phase 1 testing) September 1, 2017 (phase 2 testing)</p>	<p>COR</p>
<p>Deliverable #4 - The contractor shall review the updated cycle memo, perform a walk-through of the updated process, update the control matrix and then perform testing of the controls identified for the CPSC <u>Travel Management</u> cycle for CPSC's FY 2017 A-123 testing.</p>	<p>Updated control matrix, completed workpapers documenting requests for populations, identifying random samples, requesting supporting documentation for testing, conducting the testing provide all supporting documentation for samples, providing test results and formulating conclusions regarding the effectiveness of the controls tested.</p>	<p>July 10, 2017 (phase 1 testing) September 1, 2017 (phase 2 testing)</p>	<p>COR</p>
<p>Deliverable #5 - The contractor shall review the updated cycle memo, perform a walk-through of the updated process, update the control matrix and then perform testing of the controls identified for the CPSC <u>Financial Reporting</u> sub-cycle for CPSC's FY 2017 A-123 testing.</p>	<p>Updated control matrix, completed workpapers documenting requests for populations, identifying random samples, requesting supporting documentation for testing, conducting the testing provide all supporting documentation for samples, providing test results and formulating conclusions regarding the effectiveness of the controls tested.</p>	<p>July 10, 2017 (phase 1 testing) September 1, 2017 (phase 2 testing)</p>	<p>COR</p>

Deliverable	Description	Due Date	Recipient
Deliverable #6 - The contractor shall review the updated cycle memos, perform a walk-through of the updated processes, update the control matrices and then perform testing of the controls identified for the CPSC's <u>IT General Controls cycles, including the Budget Database Application, the Property Management System, PRISM, Delphi, FPPS WebTA, E2 Solutions/Travel and General Support systems</u> cycles for CPSC's FY 2017 A-123 testing.	Updated control matrices, completed workpapers documenting requests for populations, identifying random samples, requesting supporting documentation for testing, conducting the testing provide all supporting documentation for samples, providing test results and formulating conclusions regarding the effectiveness of the controls tested.	September 1, 2017	COR
Deliverable #7 - The contractor will analyze internal control testing results and provide a report on the internal control assessment for OMB A-123 Appendix A for FY 2017.	Internal Controls Assessment report for 2017 which is substantially similar in format to the report produced by the contractor for CPSC's 2016 Internal Controls Assessment.	September 15, 2017	COR

5 Reporting Requirements.

The Contractor shall verbally communicate progress regularly to the COR and submit the following written reports to the COR:

- a. Weekly Status Reports
 1. Format – the status report shall be e-mailed to the COR
 2. Content – the report must contain the following:
 - (a) Status of project and new developments
 - (b) Problems and proposed solutions
 - (c) Opportunities to improve or streamline processes

As workpapers are completed for deliverables #1 through #6, contractor will include the results of review of internal controls and analysis. The final product in the form of a report shall be provided in both hard copy and electronic format readable by MS Office software suite (Excel, Word, and/or PowerPoint) and provided to the COR.

- a. One hard copy of all performance deliverables defined in the statement of work

6 Performance Period

The performance period for this task order shall begin on the effective date (block 31c of task order) and continue until September 30, 2017.

7 Government-Furnished Materials

The government will provide:

- a. Access to existing CPSC and ESC procedures and audit results,
- b. Read access to relevant financial systems,
- c. Access to CPSC and ESC staff through request of COR, and
- d. On Site facilities – workstation, phone and internet access.

8 Privacy and Security

Agency rules of conduct that the Contractor and the Contractor's employees shall be required to follow: In performing its duties related to management, operation, and/or access of systems containing sensitive PII under this contract, the Contractor, its employees and subcontractors shall comply with all applicable security requirements and rules of conduct as specified by the following:

1. Contractor employees must comply with agency personal identity verification (PIV) requirements in order to logically access Government systems.
2. System access granted under this contract is only for work required to perform official duties specified in the contract. The performance of any unrelated and/or unauthorized activity is prohibited.
3. Access to Government information systems (where applicable) will only be for the period stated in the contract. Thereafter, all accounts, passwords, and access associated with the contract will be terminated.
4. Disclosure of any system account information or system passwords to any unauthorized third-party is prohibited.
5. Exhibiting or divulging the content of any record or report to any person except in the performance of official duties specified in the contract is prohibited.
6. Using any data accessed with a Government system account for unauthorized purposes is prohibited.
7. No official record, report, database, or copy thereof, may be removed from Government premises or Government systems without prior written permission.
8. Contractor employees are prohibited from modifying, altering, or otherwise changing any Government system component or configuration except in the performance of official duties specified in the contract. Contractor employees are prohibited from issuing any system command or running any software, scripts, or programs on Government systems without prior authorization.
9. Contractor employees must not disclose sensitive or personal privacy-related information to any unauthorized third-party.
10. Contractor must notify the Government Contracting Officer immediately upon the termination of any Contractor or subcontractor employee so that system accounts, remote access, or other forms of system access can be terminated.
11. The use of Contractor-owned laptops or other portable media storage devices to process, transmit, or store sensitive PII is prohibited under this contract [unless the Contractor is authorized to access Government systems through the agency's virtual desktop infrastructure environment].
12. The Contractor must notify the Government Contracting Officer and the agency's Information Systems Security Officer (ISSO) immediately upon the discovery—or suspected discovery—of any type

of security incident, malicious activity, or data breach affecting or that might potentially affect the Government's network or specific systems.

13. Contractor employees with access to Government systems must agree to agency Rules of Behavior and shall complete annual security awareness training.

(b) A list of the anticipated threats and hazards that the Contractor must guard against.

The Contractor must use reasonable measures to guard against the following threats and hazards:

1. Unauthorized disclosure or use of sensitive system information—including system architecture, system configuration, system accounts, and system passwords.
2. Unauthorized disclosure or use of the contents of any information obtained from Government systems—including system records, system reports, or databases.
3. Unauthorized modification or alteration of any Government system component or configuration
4. Unauthorized circumvention, avoidance, or deception of any Government security system, measure, or control.
5. Unauthorized installation and/or use of hardware, software, firmware, portable media storage, or mobile devices on Government systems.
6. Unauthorized use of Government systems—including hardware, software, system accounts, Internet access, and email accounts—for activity which is not required to perform official duties under this contract.

(c) A description of the safeguards that the Contractor must specifically provide.

1. The Contractor shall limit access to any information related to this contract to those employees and subcontractors who require the information in order to perform their official duties under this contract.
2. The Contractor, Contractor employees, and subcontractors must physically secure PII when not in use and/or under the control of an authorized individual, and when in transit to prevent unauthorized access or loss.
3. When PII is no longer needed or required to be retained under applicable Government records retention policies, it must be destroyed through means that will make the PII irretrievable.
4. The Contractor shall only use PII obtained under the contract for purposes of the contract, and shall not collect or use such information for any other purpose without the prior written approval of the Contracting Officer.
5. At expiration or termination of this contract, the Contractor shall turn over to the Government, all PII obtained under the contract that is in its possession.
6. In the event of any actual or suspected breach of PII, the Contractor shall immediately report the breach to the Contracting Officer, the Contracting Officer's Technical Representative (COTR), and the agency's Information Systems Security Officer (ISSO).
7. In the event that a PII breach occurs as a result of the violation of a term of this contract by the Contractor or its employees, the Contractor shall, as directed by the Contracting Officer and at no cost to the Government, take timely action to correct or mitigate the violation, which may include providing notification and/or other identity protection services to affected persons for a period of at least 18 months from discovery of the breach. If the Government elects to provide and/or procure notification or identity protection services in response to a breach, the Contractor shall be responsible for reimbursing the Government for those expenses. The Contractor shall incorporate the substance of this clause, its terms and requirements in all subcontracts under this contract, and require written subcontractor acknowledgement of same. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

(d) Requirements for a program of Government inspection during performance of the contract that will ensure the continued efficacy and efficiency of safeguards and the discovery and countering of new threats and hazards.

Work to be performed under this contract requires the design, development, operation, or disposal of a Federally-controlled information system containing sensitive personally identifiable information or handling sensitive personally identifiable information. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of personally identifiable information, the Contractor shall permit the Government access to, and information regarding, the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases, when requested by the Government, as part of its responsibility to ensure compliance with privacy and security requirements. The Contractor shall otherwise cooperate with the Government in assuring compliance with such requirements. Government access shall include independent validation testing of controls, system penetration testing by the Government, Federal Information Security Management Act data reviews, and access by agency Inspectors General for its reviews.

Definitions.

"Personally Identifiable Information (PII)" means information that can be used to distinguish or trace a person's identity, such as his or her name, social security number, or biometric records, that alone, or when combined with other personal or identifying information which is linked or linkable to a specific person, such as date and place of birth, or mother's maiden name.

"Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users, and for other than authorized purpose, have access or potential access to Personally Identifiable Information, whether physical or electronic.

9 Clauses

All terms and conditions of the contractor's GSA Schedule are incorporated by reference.

LC1A CONTRACTOR'S NOTE

Deliveries and/or shipments shall not be left at the Loading Dock. **All deliveries shall be considered "inside deliveries"** to the appropriate room at the Consumer Product Safety Commission (CPSC) and in accordance with the instructions below. When scheduling deliveries the purchase order number shall always be referenced and all packages shall clearly display the Purchase Order Number on the outside of the cartons and/or packages, to include the packing slip.

ATTENTION GOVERNMENT VENDOR

A. DELIVERY INSTRUCTIONS:

1. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

If the shipment or item being delivered requires use of a loading dock, advance notification is required. The contractor shall contact the Shipping and Receiving Coordinator at 301-892-0586 or Constantia Demas (301) 504-7544 forty-eight (48) hours in advance of the date the items are to arrive to schedule use of the loading dock.

LOADING DOCK HOURS OF OPERATION:

9:00 am to 11:00 am or 1:30 pm to 4:00 pm
Monday through Friday (except holidays)

Please notify contact person if there is a change in the delivery date. For changes, delays, or assistance please contact CPSC as follows:

Facilities Management Support Services (301) 504-7091 and

The COR – See page 1 of award.

Upon arrival, the driver should contact the CPSC Guard, 301-504-7721, at the loading dock to obtain assistance in using freight elevators and to gain access to CPSC security areas.

2. DELIVERY INSTRUCTION FOR SMALL ITEMS

When delivering or shipping small items, the contractor and/or carrier service shall report to the 4th floor lobby, North Tower, 4330 East West Highway, to sign in with the CPSC guard. Upon completion of signing in, the contractor shall deliver all shipments to the Mail Room, Room 410. After delivery, delivery personnel shall promptly depart the building.

MAIL ROOM HOURS OF OPERATION:

Monday through Friday (except holidays) – 7:30 am to 5:00 pm

B. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. **Do NOT** include Taxpayer Identification Number (TIN) on invoices sent via e-mail.
3. Invoice date.
4. Invoice number.
5. The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods of services.

6. Description, price and quantity of goods or services actually delivered or rendered.
7. Shipping cost terms (if applicable).
8. Payment terms.
9. Other substantiating documentation or information as specified in the contract or purchase order.
10. Name, title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

PREFERRED: Via email to:

9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov

OR

U.S. Mail

Enterprise Service Center, c/o CPSC, Accounts Payable Branch, AMZ-160
PO Box 25710
Oklahoma City, Ok. 73125

FEDEX

Enterprise Service Center, c/o CPSC, Accounts Payable Branch, AMZ-160
6500 S. MacArthur Blvd.
Oklahoma City, Ok. 73169

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor.

Inquiries regarding payment should be directed to the Enterprise Service Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, 9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov.

C. PAYMENT

Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in "Billing Instructions," except as follows:

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to 9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov or at the U.S. Mail and Fedex addresses listed above:

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

Customer Service inquiries may be directed to Adriane Clark at AClark@cpsc.gov.

D. INSPECTION & ACCEPTANCE PERIOD

Unless otherwise stated in the Statement of Work or Description, the Commission will ordinarily inspect all materials/services within seven (7) working days after the date of receipt. The CPSC representative responsible for inspecting the materials/services will transmit disapproval, if appropriate, to the contractor and the contract specialist listed below. If other inspection information is provided in the Statement of Work or Description, it is controlling.

E. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Contract specialist Derrick Braswell at (301) 504-7310.

F. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

The Purchase Order/Receiving Report (Optional Form 347 or Standard Form 1449) must be completed at the time the ordered goods or services are received. Upon receipt of the goods or services ordered, each item should be inspected, accepted (partial or final) or rejected. The Purchase Order/Receiving Report must be appropriately completed, signed and dated by the authorized receiving official. In addition, the acceptance block shall be completed (Blocks 32 a, b & c on the SF 1449 and column G and page 2 of the OF 347). The receiving report shall be retained by the requesting office for confirmation when certifying invoices.

G. PROPERTY/EQUIPMENT PURCHASES

In the case of Purchase Orders/Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Purchase Order/Receiving Report must also be immediately forwarded directly to the Property Management Officer (Constantia Demas) in the Facilities Management Support Services Branch (Room 425). The transmittal of Purchase Orders/Receiving Reports to the property management officer is critical to the integrity and operation of CPSC's Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

LC 5 Contracting Officer's Representative (COR) Designation

a. The following individual has been designated at the Government's COR for this contract:

Name: Barbara Denny
Division: Plan, Budget, and Eval
Telephone: 301-504-7246
Email: BDenny@cpsc.gov

b. The CPSC COR is responsible for performing specific technical and administrative functions, including:

(1) performing technical evaluation as required;

(2) assisting the Contractor in the resolution of technical problems encountered during performance; monitoring the Contractor's technical progress, including surveillance and assessment of performance, and notifying the Contracting Officer within one week when deliverables (including reports) are not received on schedule in accordance with the prescribed delivery schedule; and

(3) inspection and acceptance of all items required by the contract.

c. The COR, who may be personally liable for unauthorized acts, is not authorized to and shall not:

(1) make changes in scope of work, contract schedules, and/or specifications, or to make changes that affect price, quality, quantity or delivery,

(2) direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and

(3) make commitments or changes that affect price, or take any action that commits the Government or could lead to a claim against the Government.

d. This delegation is not redelegable and remains in effect during the period of performance of the contract.

e. A clear distinction is made between Government and Contractor personnel. No employer-employee relationship will occur between government employees and contractor employees. Contractor employees must report directly to their company (employer) and shall not report to Government personnel.

LC 21B Disclosure of Information - Restricted Publication

a. The Contractor shall submit to the Commission any report, manuscript or other document containing the results of work performed under this contract. This document shall not be published or otherwise disclosed by the contractor.

b. Should the contractor subsequently apply to the Consumer Product Safety Commission for permission to publish documents containing the results of this work and the release is approved

in writing, any publication of, or publicity pertaining to, the Contractor's document shall include the following statement: "This project has been funded with federal funds from the United States Consumer Product Safety Commission under contract number CPSC-[_____]. The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission.

LC 22 Handling of Confidential Information

- a. If the Contractor obtains confidential business information about any company in connection with performance of this contract, either from the CPSC, the other company itself, or any other source, the Contractor agrees that it will hold the information in confidence and not disclose it either to anyone outside the CPSC or to any Contractor employee not involved in performance of this contract.
- b. At the completion of performance of this contract, the Contractor shall return any confidential information, obtained as described above, either to its owner or to the CPSC. No such information shall be retained by the Contractor. Furthermore, the Contractor agrees not to use any such confidential business information for any purpose other than performance of this contract. During contract performance, the Contractor shall maintain confidential business information obtained as described in this article in a safe or locked file cabinet to which only employees performing work under this contract shall have access. A log shall be maintained to reflect each entry to the safe or cabinet. The Contractor shall provide to the COR, and keep current, a list of all employees with such access. The Contractor shall require each such employee to execute an affidavit as set forth in the attached "Affidavit of Disclosure" and the original and one copy of each affidavit shall be sent to the COR.
- c. A site inspection of the Contractor's security measures for confidential information may be performed by the CPSC COR prior to contract award and at any time during contract performance as deemed necessary by the COR. Approval of the security measures may be a prerequisite to contract award and continued performance.
- d. Failure by the contractor to comply with the terms of this clause may be treated as a default pursuant to the terms of this contract.

LC 24 Nondisclosure of any Data Developed Under this Contract

- a. The Contractor agrees that it and its employees will not disclose any data obtained or developed under this contract to third parties without the consent of the U. S. Consumer Product Safety Commission Contracting Officer.
- b. The Contractor shall obtain an agreement of non-disclosure from each employee who will work on this contract or have access to data obtained or developed under this contract.

LC 30 Security and Personal Identity Verification Procedures

a. The performance of this contract requires contractor employees to have access to CPSC facilities and/or systems. In accordance with Homeland Security Presidential Directive-12 (HSPD-12), all such employees must comply with agency personal identity verification (PIV) procedures. Contractor employees who do not already possess a current PIV Card acceptable to the agency shall be required to provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check prior to being permitted access to any such facility or system. CPSC may accept PIV issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to a CPSC facility or system without approval under the PIV process.

b. Contracted employees must meet the following citizenship requirements:

1. A United States (U.S.) citizen; or,

2. A national of the United States (see 8. U.S.C. 1408); or,

3. An alien lawfully admitted into the United States for permanent residence as evidenced by an alien Registration Receipt Card form I-151

c. Within five (5) days after contract award, the contractor shall provide a list of contracted personnel, including full name, social security number, and place (city and state) and date of birth to the designated Contracting Officer's Representative (COR). This information will be used to determine whether personnel have had a recent Federal background investigation and whether or not further investigation is required.

d. For each contractor employee subject to the requirements of this clause and not in possession of a current PIV Card acceptable to CPSC, the contractor shall submit the following properly-completed forms: Electronic Standard Form (SF) 85 or 85-P, "Questionnaire for Non-sensitive Positions", SF (87) Fingerprint Chart, Optional Form (OF) 306 and a current resume. The SF-85 is available from the Office of Personnel Management's (OPM) secure website. The CPSC Office of Human Resources will provide the COR with the other forms that are not obtainable via the internet.

e. The contractor shall complete the electronic security form and deliver the other completed forms indicated in paragraph d above to the COR within five (5) days of written notification from the COR of those contractor employees requiring background investigations.

f. Upon completion of the investigation, the COR will notify the contractor in writing of all investigation determinations. If any contractor employees are determined to be unsuitable to be given access to CPSC, the contractor shall immediately provide identical information regarding replacement employees. The contractor is responsible for providing suitable candidates and fulfilling staffing requirements under the contract so that there is no break in service. This approval process applies to contract start up and any required replacement personnel. Failure to prequalify potential replacement personnel will not serve as an excuse for failure to provide

performance. Non performance due to failure to provide suitable contractor employees may result in a Termination for Cause or Default.

g. CPSC will issue a PIV Card to each on site contractor employee who is to be given access to CPSC facilities and systems. The employee will not be given access prior to issuance of a PIV card. CPSC may revoke a PIV Card at any time if an investigation or subsequent investigation reveals that the personnel are unsuitable.

h. PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a CPSC facility, and shall present cards for inspection upon request by CPSC officials or security personnel. The contractor shall be responsible for all PIV Cards issued to the contractor's employees and shall immediately notify the COR if any PIV card(s) cannot be accounted for.

i. CPSC shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to CPSC facilities and systems. The COR will notify the contractor immediately when CPSC has determined that an employee is unsuitable or unfit to be permitted access. The contractor shall immediately notify such employee that he/she no longer has access, shall remove the employee and shall provide a suitable replacement in accordance with contract requirements and the requirements of this clause.

j. 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. During contract performance the contractor shall immediately notify CPSC if one of its employees working under this contract has 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 years.

k. The Government reserves the right to have removed 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 during performance of 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 be a threat to personnel or property.

1. The COR shall be responsible for proper separation of contracted employees at the Consumer Product Safety Commission. The COR shall ensure that each contractor employee completes

CPSC's official out processing procedures. The contracted employee shall report to the CPSC Facilities Security Specialist to obtain a Contractor Employee Accountability and Clearance Record. This record shall be completed as part of the official out-processing procedures and returned along with the PIV card, key fobs, keys and any other previously issued material.

m. Contractor employees shall comply with applicable Federal and CPSC statutes, regulations, policies and procedures governing the security of the facilities and system(s) to which the contractor's employees have access.

n. Failure on the part of the contractor to comply with the terms of this clause may result in termination of this contract for cause or default.

o. The contractor shall incorporate this clause in all subcontracts.

LC 31 Restrictions on Use of Information

a. If the Contractor, in the performance of this contract, obtains access to information such as CPSC plans, reports, studies, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or personal identifying information which has not been released or otherwise made public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not: (a) release or disclose such information, (b) discuss or use such information for any private purpose, (c) share this information with any other party, or (d) submit an unsolicited proposal based on such information. These restrictions will remain in place unless such information is made available to the public by the Government.

b. In addition, the Contractor agrees that to the extent it collects data on behalf of CPSC, or is given access to, proprietary data, data protected by the Privacy Act of 1974, or other confidential or privileged technical, business, financial, or personal identifying information during performance of this contract, that it shall not disclose such data. The Contractor shall keep the information secure, protect such data to prevent loss or dissemination, and treat such information in accordance with any restrictions imposed on such information.

LC 32 Standards of Conduct

1. Government contractors must conduct themselves with the highest degree of integrity and honesty. Contractors shall have standards of conduct and internal control systems that:

a. Are suitable to the size of the company and the extent of their involvement in Government contracting,

b. Promote such standards,

c. Facilitate timely discovery and disclosure of improper conduct in connection with Government contracts, and

d. Ensure corrective measures are promptly instituted and carried out.

2. By submitting a proposal in response to this solicitation and under award of any resultant contract, the Contractor agrees to employ standards of conduct and internal control systems, which shall include, but are not necessarily limited to the following.

The contractor shall provide, for all employees:

- a. A written code of business ethics and conduct and an ethics training program
- b. Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with standards of conduct and the special requirements of Government contracting;
- c. A mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
- d. Internal and/or external audits, as appropriate;
- e. Disciplinary action for improper conduct;
- f. Timely reporting to appropriate Government officials of any suspected or possible violation of law in connection with Government contracts or any other irregularities in connection with such contracts; and
- g. Full cooperation with any Government agencies responsible for either investigation or corrective actions.
- h. A copy of the written code of ethics and information regarding the above shall be made available to the Government upon request.

LC 33 Contractor Personnel

A clear distinction is made between Government and Contractor personnel. No employer-employee relationship will occur between government employees and contractor employees. Contractor employees must report directly to their company (employer) and shall not report to Government personnel.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days.

(End of clause)