

2. CONTRACT NO. GS-02F-158BA
 3. AWARD/EFFECTIVE DATE: 09/28/2015
 4. ORDER NUMBER: CPSC-F-15-0076
 5. SOLICITATION NUMBER: CPSC-Q-15-0058
 6. SOLICITATION ISSUE DATE: 06/19/2015

7. FOR SOLICITATION INFORMATION CALL: **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: UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 EDWOSB
 8(A)
 NAICS:
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE
 12. DISCOUNT TERMS: Net 30
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING:
 14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: CONSUMER PRODUCT SAFETY COMMISSION
 OFFICE OF EEO & MINORITY ENTERPRISE
 4330 EASTWEST HIGHWAY
 ROOM 521C
 BETHESDA MD 20814
 CODE: EO
 16. ADMINISTERED BY: CONSUMER PRODUCT SAFETY COMMISSION
 DIV OF PROCUREMENT SERVICES
 4330 EAST WEST HWY
 ROOM 523
 BETHESDA MD 20814
 CODE: FMPS

17a. CONTRACTOR/OFFEROR: MANAGEMENT SOLUTIONS CONSULTING GROUP INC
 4601 PRESIDENTS DRIVE
 SUITE 200
 LANHAM MD 20706-4880
 CODE: [REDACTED] FACILITY CODE:
 18a. PAYMENT WILL BE MADE BY: CPSC Accounts Payable Branch
 AMZ 160
 P. O. Box 25710
 Oklahoma City OK 73125
 CODE: FMFS
 TELEPHONE NO.:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED 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): Kathleen Buttrey Email: KButtrey@cpsc.gov Tel: 301-504-7771 The contractor shall provide all necessary materials, labor, and personnel to conduct a barrier analysis from September 30, 2015 through January 31, 2016 in accordance with the GSA Schedule (GS-02F-158BA), attached statement of (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: 0100A15DSE-1500-5215700000-EO00001500-252S0
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$64,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE 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): Rudi M. Johnson
 31c. DATE SIGNED: 9/28/15

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	work(SOW) and terms and conditions. Conduct a complete barrier analysis, identify triggers, develop recommended solutions, and produce a report IAW EEOC MD 715 for submission to the EEOC. The total amount of award: \$64,000.00. The obligation for this award is shown in box 26.	1	LS	64,000.00	64,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED.

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c. DATE 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR 36. PAYMENT 37. CHECK NUMBER
 PARTIAL FINAL COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 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

Statement of Work (SOW)- Conduct a Barrier Analysis

1. Description of Services

The contractor shall conduct a barrier analysis and provide a report of all of the aspects regarding the EEOC Management Directive 715 for Fiscal Year 2015. Contractor shall identify any barriers to equal employment opportunity and develop solutions to overcome those barriers.

2. Contract Type

This is a firm-fixed price contract. This a non-personal services contract.

3. Background

The U.S. Consumer Product Safety Commission (CPSC) is an independent health and safety regulatory agency, responsible for protecting the American public from unreasonable risks of injury and death from thousands of consumer products. CPSC is made up of approximately 550 employees, making it one of the smaller federal agencies. One of the most important reports dealing with Equal Employment Opportunity is the Management Directive 715 (MD-715). MD-715 was enacted to make sure that all federal employees and applicants have an equal opportunity in the federal workplace, regardless of factors such as race, sex, national origin, age, or disability. Barrier analysis is the process of examining and eliminating any policy, practice, or issue that hinders the equal participation at any level of the federal workforce.

4. Objective

To ensure that CPSC is doing everything possible to eliminate any potential barriers, in compliance with MD-715. If any barriers are found, it must be determined as to why they exist, and how they can be overcome.

5. Description of Work

- a. Independently, and not as an agency of the Government, the Contractor shall furnish all necessary personnel, materials, services, and facilities to perform the work set forth below.
- b. The contractor shall conduct a detailed inquiry regarding recruitment, hiring and placement, employee development and training, promotions, award distribution, discipline and separation of employees of the CPSC.

- c. Contractor shall conduct a comprehensive barrier analysis of the CPSC workplace. All potential barriers are to be investigated and identified.
- d. Contractor shall provide the appropriate personnel to carry out a proper barrier analysis.
- e. Contractor shall investigate the causes of these barriers.
- f. Contractor shall devise a plan to eliminate identified barriers and anything that causes their formation.
- g. Contractor shall construct the EEOC MD-715 report, including Parts A through F and Parts H and I, as well Workforce Data Tables 1 through 7.

6. Contractor Qualifications

- a. The contractor performing this service shall have a minimum of five (5) years experience performing the same or similar services with Federal agencies of all sizes. Personnel performing the work shall have at least 5 years of experience with Federal EEO and MD-715 procedures.

7. Period of Performance

- a. The period of performance is September 30, 2015 to January 31, 2016.

8. Reporting Requirements

- a. The Contractor shall submit the following reports to the Contracting Officer Representative (COR), Kathy Buttrey:
 - 1) Weekly status reports on developments, via email
 - 2) Draft of Final Report
 - 3) Final Report
- a. Format-the final MD-715 report shall meet all guidelines required by the Equal Employment Opportunity Commission. The Agency report must include (but not necessarily be limited to) the following:
 - 1) The name and location of the agency or reporting component;
 - 2) The number of permanent and temporary employees employed;
 - 3) The name of the head of the agency or reporting component;
 - 4) The name, title, grade and qualifications of the principal EEO official(s) responsible for overseeing the program and preparing the report;

- 5) Copies of relevant EEO policy statements issued or reinforced during the previous fiscal year;
- 6) A narrative description of the agency's mission, mission-related functions, and a copy of the agency's organizational chart;
- 7) A description of how the agency's Title VII and Rehabilitation Act programs measure up against the essential elements of a model program described in this Directive;
- 8) A description of activities undertaken during the preceding year in connection with the self-assessment and barrier identification and elimination;
- 9) A description of action items and plans to be implemented or accomplished by the agency during the upcoming year in connection with carrying out its responsibilities under this Directive;
- 10) A description of action items and plans to provide maximum opportunity for employees to advance to their highest level of potential;
- 11) Data required in connection with Form 462 reporting; and
- 12) Other information, in such format as EEOC may prescribe, required in the instructions supplementing this Directive.

9. Delivery

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

1. Weekly Status Report-Every week during the project, to be submitted by the Contractor to the EEO office at KButtrey@cpsc.gov.
2. A draft report shall be submitted to CPSC no later than December 15, 2015.
3. Final Written Report (original hard copy and electronic copy) sent to Contracting Officer Representative (COR), Kathy Buttrey no later than January 15, 2016. CPSC will be responsible for formatting and editing the final report and submitting it via the EEOC Portal.

10. Government-Furnished Materials

CPSC will provide the Contractor with any agency data that is needed to complete the analysis. CPSC will provide all of the EEO administrative support for the project and be responsible for scheduling and coordinating the interviews between CPSC staff and the Contractor for the barrier analysis.

TERMS AND CONDITIONS

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 – The COR noted on page 1.

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 or 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:

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
OR

Via email to:

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

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, 405-954-1693.

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 Caleb Pierce at 405-954-1693 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: Kathleen Buttrey

Division: Office of EEO & Minority Enterprise

Telephone: 301-504-7771

Email: KButtrey@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.

- l. 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.
- (End of Clause)

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 projected 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.