

2. CONTRACT NO: CPSC-D-10-0011
 3. AWARD EFFECTIVE DATE: 09/30/2010
 4. ORDER NUMBER
 5. SOLICITATION NUMBER
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: **Peter Nerret**
 a. NAME: Peter Nerret
 b. TELEPHONE NUMBER: 301-504-7033 (No collect calls)
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY: CONSUMER PRODUCT SAFETY COMMISSION
 DIV OF PROCUREMENT SERVICES
 4330 EAST WEST HWY
 ROOM 517
 BETHESDA MD 20814
 CODE: FMPS
 10. THIS ACQUISITION IS:
 UNRESTRICTED OR SET ASIDE:
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS SOLE SOURCE
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

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
 DIRECTORATE FOR LABORATORY SCIENCES
 10901 DARNESTOWN ROAD
 GAITHERSBURG MD 20878
 CODE: LS
 16. ADMINISTERED BY: CONSUMER PRODUCT SAFETY COMMISSION
 DIV OF PROCUREMENT SERVICES
 4330 EAST WEST HWY
 ROOM 517
 BETHESDA MD 20814
 CODE: FMPS

17a. CONTRACTOR/OFFEROR: ARCADIS US INC
 630 PLAZA DRIVE
 SUITE 100
 HIGHLANDS RANCH CO 80129
 CODE: [REDACTED]
 FACILITY CODE:
 18a. PAYMENT WILL BE MADE BY: CONSUMER PRODUCT SAFETY COMMISSION
 DIVISION OF FINANCIAL SERVICES
 4330 EAST WEST HWY
 ROOM 522
 BETHESDA MD 20814
 CODE: FMPS
 TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16a 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] Delivery Order Contract - Expert Engineering Services for Constant Volume Sampling (CVS) Design. This requirement is awarded in accordance with the contractor's applicable GSA Federal Supply Schedule Contract GS-23F-0339K. 0001 Base Period: September 30, 2010 - September 29, 2011 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: FUNDING WILL BE MADE BY DELIVERY ORDER
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$0.00

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 HEREIN.
 29. AWARD OF CONTRACT REF. OFFER DATED [REDACTED], 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): Robert J. Frost
 30b. NAME AND TITLE OF SIGNER (Type or print)
 30c. DATE SIGNED
 31b. NAME OF CONTRACTING OFFICER (Type or print): Robert J. Frost
 31c. DATE SIGNED: 9/30/2010

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001 A	Task a. (To be funded with Delivery Order when awarded) Obligated Amount: \$0.00	1	LO	17,139.00	
0001 B	Task b. (To be funded with Delivery Order when awarded) Obligated Amount: \$0.00	1	LO	22,376.00	
0001 C	Task c. (To be funded with Delivery Order when awarded) Obligated Amount: \$0.00	1	LO	41,710.00	
0001 D	Task d. (OPTIONAL) To be negotiated at time of issuance of Task Order. Amount: \$0.00 (Option Line Item) The total amount of award: \$81,225.00. The obligation for this award is shown in box 26.	1	LO	0.00	0.00

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

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

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

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

Title: "Expert Engineering Services for Constant Volume Sampling (CVS) Design"

A. Description of Services

1. The Contractor shall provide engineering consulting services to the Consumer Product Safety Commission (CPSC) in the form of technical review and design with documentation for a Constant Volume Sampling (CVS) system that shall provide emission testing capabilities. The CVS emission system shall be installed in a CPSC combustion laboratory dedicated to testing and evaluation of consumer products.
2. The Contractor shall provide services at the various stages of the new CPSC laboratory construction. The Contractor shall attend an initial meeting with CPSC staff, followed by the contractor's CVS design that shall be integrated with a large chamber. The Contractor's design shall include system hardware and instrumentation to obtain emission data, calibrate, maintain and operate the system. All equipment proposed for the CVS design should be consistent with specifications of EPA's Title 40 Part 1065, where applicable. The Contractor shall also create an equipment specification list consistent with the design and offer several design variations that consider cost and performance. Optional contract extension tasks may include ensuring proper form, fit, and function of the accepted design for installation and commissioning of the CVS system.

B. Contract Type

This procurement is for expert engineering services for a Constant Volume Sampling (CVS) Design required by the U.S. Consumer Product Safety Commission (CPSC), Laboratory Sciences (LS). It is a firm-fixed price, Indefinite Delivery, Indefinite Quantity, Performance Based, Delivery Order contract with an option for an additional Task. Delivery Orders will be issued for work as required. The guaranteed minimum for the entire contract is one delivery order. Any travel costs negotiated under the tasks, shall be in accordance with the Federal Travel Regulations. This contract includes a Base Period.

C. Background

1. The CPSC, through General Services Administration and the facility owner, is renovating an existing laboratory building located at 5 Research Place, Rockville, Maryland, 20850. The laboratory facility shall include office spaces and a multifunction laboratory including a combustion

product laboratory space dedicated to testing of consumer products for fire hazards, and combustion emissions. The combustion lab shall contain five independent environmental chambers each with temperature controls, an air exchange system, a data acquisition system, gas analyzers and sampling systems, fuel mixing and supply systems. The laboratory space shall contain calibration gases, natural gas and propane lines, and when testing requires gasoline, kerosene or diesel fuels, and propane cylinders. The laboratory shall have real-time passive gas monitoring systems (inside and outside each test chamber), fire suppression systems for each chamber where fire is a concern, and a dedicated laboratory building safety monitoring system.

2. The largest environmental chamber, with an interior volume at approximately 1600 cu ft, shall support equipment for the measurement of emissions from consumer products, and subsequent analysis from indoor air quality (IAQ) modeling. The chamber represents a one-zone environment where the air exchange rate (or air changes per hour (ACH)) may be varied to achieve specific oxygen concentrations that are designed to emulate operating environments. Current chamber specifications require 120,000 Btu thermal rating cooling and heating capacity with ACHs of between 0.1/hr up to 30/hr, and dehumidification requirements. This large chamber's exhaust ventilation system is expected to disperse an approximate maximum of 47,000 cu ft/hr through a 8" ceiling penetration. Staff is designing the system to measure the air flow directly with inline sensors and by a traditional tracer gas decay method. In addition to chamber testing, an independent and CVS system is needed to provide ambient steady state and transient exhaust emission analysis capabilities in steady state and transient modes. Where the gas analyzer ranges of the IAQ chamber testing and the CVS testing overlap, the existing bench and data acquisition should support both emission systems.
3. The laboratory design shall support simultaneous use of test equipment and all the chambers. The current construction plan for these individual combustion test cell exhaust ventilation systems consists of a rooftop collection plenum with individual inputs for each of the five chambers and the CVS exhaust ventilation piping. In addition, this plenum collection system shall support the single pass through and dedicated combustion lab HVAC system. The entire combustion lab supply air is expected to be at least 15 ACH.
4. The CVS hardware system generally consists of a mixing tunnel, the exhaust flow metering system, sampling systems and sampling ports. These hardware components can be located above the large test chamber with the exhaust piping penetrating the roof of the chamber. The contractor must have extensive knowledge of CVS system equipment criteria specifications and component weight and size specifications. The test engine is expected to exhaust up to approximately 3500 cu ft/hr.

When the CVS system is not in use, these chamber penetrations openings must be sealed and be air tight, as staff need to maintain the ability to control the IAQ chamber environmental conditions without leaks compromising the air supplied to the engine. Where the gas analyzer ranges of the IAQ chamber testing and the CVS testing overlap, the existing bench components can support both test systems.

5. The CVS system must directly measure the exhaust constituent concentrations, particularly carbon monoxide, nitric oxides and hydrocarbons, in the diluted flow. The flow metering system must be designed to match the exhaust flow rates of several combustion consumer products, as the CVS system shall be used to measure emission from products like furnaces, portable generators, and other engine driven tools. The dilution tunnel must be designed to accommodate flows up to 33,000 cu ft/hr. The ultimate CVS system design must provide continuous and real time emission rates from the exhaust of these combustion products at ambient conditions. The contractor shall have extensive working knowledge of the EPA Title 40 Part 1065 standardized test procedure, as portions, such as data acquisition, calibration, equipment specification and design requirements, shall be relevant to the CPSC laboratory system.

D. Statement of Work

1. Independently, and not as an agent of the Government, the Contractor shall furnish all necessary personnel, materials, services, and facilities to perform the work as set forth in tasks when awarded.; except as provided in Section H, "Government Furnished Materials."

Task a.

The Contractor shall meet with CPSC staff to discuss the system and testing requirements and outline the scope of tasks to be performed. A resource assessment in advance of the detailed equipment specification list shall be required if the CVS system is considered a turnkey system. The Contractor shall supply CPSC staff with a written preliminary estimate of the turnkey installation including the time, cost and man-hours, to install a system meeting the needs and capabilities as defined in the Background Section 3, above. The Contractor shall demonstrate that the proposed system is compatible with the intentions and scope of CPSC tests for the CVS system. The Contractor shall demonstrate that the proposed and designed system is compatible with other test systems for combustion testing at the CPSC combustion lab.

Timeline: Completion within 4 weeks after Receipt of Order.

Task b.

The Contractor shall present a fully detailed project plan including the overall design and equipment specification list for a CVS system that best

meets the needs and capabilities presented by CPSC staff. The design and equipment list should include all hardware and instrumentation to build, obtain emission data, calibrate, maintain and operate the system. CPSC equipment that is compliant with the standard shall be considered in the design and shall be included in the design at CPSC's request. The CVS design should be consistent with analytical specifications of EPA's Title 40 Part 1065, where applicable. The equipment list must include parts required and all other resources needed to build, install and verify the CVS system. The contractor shall identify vendors for the specified equipment. A refined reasonably accurate resource estimate of labor hours shall be included. The Contractor shall demonstrate that the proposed system is compatible with the intentions and scope of CPSC tests for the CVS system. The Contractor shall demonstrate that the proposed and designed system is compatible with other test systems for combustion testing at the CPSC combustion lab.

Timeline: Completion within 4weeks after completion of Task a.

Task c.

The Contractor shall present at least two alternatives to the original design(s) and equipment specification list (Tasks a and b) that offer several designs that tradeoff between cost and performance. At least one of the presentations shall involve a design that is not a turnkey system, and involves acquisition of individual parts. Each design shall use alternatives manufactures for the major components of the system, where practical. The suggested alternatives shall be presented in a draft report to CPSC staff for review. CPSC staff will have the option of requesting alternate vendor's parts be used in the designs. After CPSC staff review, the final design shall be specified in a letter report within two weeks of the receipt of the CPSC staff comments on the draft recommendations that shall include the design and equipment list all hardware and instrumentation to build, obtain emission data, calibrate, maintain and operate the system. CPSC equipment that is compliant with the standard shall be considered in the design(s) and shall be included in the design at CPSC's request. The Contractor shall demonstrate that the proposed system is compatible with the intentions and scope of CPSC tests for the CVS system. The Contractor shall demonstrate that the proposed and designed system is compatible with other test systems for combustion testing at the CPSC combustion lab.

Timeline: Draft Report completion within 3weeks after completion of Task b. Final Report completion within 2weeks after return of CPSC comments on draft report.

Task d. (OPTIONAL)

If exercised, the Contractor shall arrange for installation of the parts and integration of the entire system to include the sample bench, the data acquisition, safety systems and all other equipment required for

compliance with safe operation, testing of the CVS system. This task will be delayed until staff moved into the new laboratory estimated to be between December 2010 and April 2011. After staff has and equipment is installed in new laboratory space and some time to make sure existing systems work, then installation of the CVS system would proceed

In addition, the Contractor shall develop and present the commissioning plan and shall perform the commissioning tests, train the CPSC staff on the operation, repair and maintenance of the CVS system. The contractor shall prepare and supply final report to include a vendor list for parts, a maintenance and operation manual, and detailed drawing of the system to include all aspects of the system and integration with chamber. In addition, the Contractor shall remain available for an additional period of 3 months after final build and verification to assist staff with any issues associated with the system.

If Option is exercised, **Timeline:** Completion within 21 weeks after staff move-in and standard equipment installation completion.

E. Period of Performance.

1. The period of performance is from September 30, 2010 through September 29, 2011.
2. Task Orders issued during the base period are effective through completion of the Period of Performance set forth in each Task Order.
3. Performance of work on Tasks a., b., & c. shall begin September 30, 2010. The schedule may be subject to change.

Item	Anticipated Time Frame
Task a. – requires travel	September 30, 2010 through October 29, 2010. (4 weeks after receipt of order(ARO))
Task b.	November 1, 2010 through November 26, 2010. (4 weeks after completion of Task a.)
Task c.	Draft report: – November 29, 2010 through December 17, 2010(3 weeks after completion of task b.) Final report: - Final report shall be delivered within two (2) weeks of CPSC's completion of draft review.
Task d. (Optional)	If CPSC elects to proceed with task d., the task shall be negotiated and an order issued. This task will be delayed until staff has moved into the new laboratory,

	estimated to be between December 2010 and April 2011. Completion shall be within twenty one (21) weeks after receipt of optional Task Order.
--	--

F. Reporting Requirements

1. The Contractor shall submit the following reports to the Project Officer: All draft and final reports of recommendations and comments must be emailed to the CPSC Project officer at CBrown@cpsc.gov.
 1. Format – the report must be submitted as a PDF file.
 2. Content – the report must contain the following:
 - i. Items reviewed.
 - ii. List of any meetings.
 - iii. Comments on design, including instances of design deficiencies to be addressed by the A/E.

G. Deliverable Items

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

ITEM	QUANTITY	DELIVERY & PERFORMANCE
Task a.: Written preliminary estimate of the turnkey installation.	1 ea.	At least one day prior to end of the Task.
Task b.: Project Plan including all specified information.	1ea.	At least one day prior to end of the Task.
Task c.: Alternatives to the original design, equipment specification list including all specified information.	1ea.	At least one day prior to end of the Task.
(OPTIONAL TASK) Task d: Report per Section D, Description of Work.	1 ea.	Within three (3) weeks after completion of installation of system and verification tests.

H. REPORTS AND PLANS

All reports, plans and deliverables shall be submitted to CPSC in electronic format either in MS Office or PDF format. The required elements of the report and its format shall follow standard industry practice and will be at the discretion of the contractor. The government will require 5 days to review a draft of any report or document before it is finalized. The government will accept the report based on the report being technically acceptable.

I. ACCEPTANCE OF DELIVERABLES

- a. Acceptance/rejection/ comments/corrections and changes will be transmitted to the Contractor by the CPSC Project Officer, in writing. The CPSC will require 30 calendar days to evaluate each deliverable for acceptance by the Government.
- b. Acceptance/rejection will be based on the application meeting the specified objectives and the functional requirements for each task.

J. PERFORMANCE ACCEPTANCE PLAN/PERFORMANCE MEASURES

Objectives

Deliverables

Thresholds

As set forth in each Task Order

Reporting Requirements:

Reports are accurate, complete, and properly formatted in accordance with the delivery schedule provided in Section G, Deliverable Items.

Reports are submitted timely 95% of the time. Information provided is 100% accurate.

Acceptable performance is indicated by meeting the thresholds above.

K. PLACE OF PERFORMANCE

Most work will be done at the contractor's place of business, however, some performance may be done at the new CPSC Lab located in Gaithersburg MD. (Note: the lab will be relocating from its current location to it's new location during the period of performance).

L. WITHHOLDING OF CONTRACT PAYMENT

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or

negligence of the Contractor. The Government will promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

M. PROJECT OFFICER DESIGNATION

a. Chris Brown of the Commission's Division of Laboratory Sciences, Mechanical Engineering has been designated as the Government's Project Officer for this contract. This individual may be reached on (301) 424-6421 x157.

b. THE PROJECT OFFICER IS RESPONSIBLE FOR:

- 1) Monitoring the Contractor's technical progress, including surveillance and assessment of performance, and notifying the Contracting Officer within one week when deliverables (including reports) are not on schedule in accordance with Section 6, Meetings, Reports, Deliverable Items and Schedule;
- 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.

c. 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.

N. KEY PERSONNEL

a. The Contractor has identified the following individuals as its key personnel who will be most directly involved in performing and/or supervising the services as required under this contract.

<u>NAME</u>	<u>TITLE</u>
Mr. Bobby Sharpe	Project Manager / Senior Engineer
Mr. Richard Snow	Hardware Consultant / CFR 1065 expert
Mr. David Proffitt	Engineering Consultation

b. The personnel specified above 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.

O. Government-Furnished Materials

The Government shall furnish to the Contractor for use in connection with this contract the materials set forth below:

- a. The current layout of the lab space, including the surrounding areas, the Program of Requirements (POR) document, and current equipment list, equipment specifications and any additional relevant design plans.
- b. Access to current combustion laboratory for review of current combustion test chamber design and access to anticipated combustion lab space.
- c. The testing requirements of the new laboratory space, as defined by CPSC staff that will include expected test chamber exhausts and existing test chamber operating procedures.
- d. The 50% Design/Construction Drawings Review package for review, the 95% Design/Construction Drawings Review package for review.
- e. Any additional information or assistance required by the Contractor for successful completion of tasks that is not inconsistent with law or government regulation.

CPSC will provide the above documentation within five (5) days of contract award.

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.

All other materials/equipment required in the performance of this contract shall be furnished by the Contractor.

P. CONTRACT CLAUSES

The following clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION CLAUSES:

- 52.228-5 Insurance—Work on a Government Installation (Jan 1997)
- 52.245-1 Government Property (Aug 2010) Alternate 1

The following clauses are incorporated in full text:

FEDERAL ACQUISITION REGULATION CLAUSES:

- 52.216-18 Ordering (Oct 1995)
- 52.216-19 Order Limitations. (Oct 1995)
- 52.216-22 Indefinite Quantity. (Oct 1995)

CPSC LOCAL CLAUSES:

- 520000-4004A CONTRACTOR'S NOTE
- LC-21 DISCLOSURE OF INFORMATION
- LC-24 NONDISCLOSURE OF ANY DATA DEVELOPED UNDER THIS CONTRACT
- LC 31 RESTRICTIONS ON USE OF INFORMATION

52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through one year and during any option periods exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 Ordering Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to

purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of the total maximum set forth in Section 1.;

(2) Any order for a combination of items in excess of the total maximum set forth in Section 1.;

or

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the

Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the completion date of the last task issued during the effective period of the contract.

(End of clause)

LOCAL CLAUSES

LC 21 DISCLOSURE OF INFORMATION

- 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-D-10-0011. 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 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 (below) from each employee who will work on this contract or have access to data obtained or developed under this contract.

I,(employee name, signature and date here)agree that I 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.

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.

END

LC 1B CONTRACTOR'S NOTE - DELIVERIES TO THE CPSC LABORATORY SITE, GAITHERSBURG, MARYLAND

Delivery Address:

Directorate for Laboratory Sciences
U.S. Consumer Product Safety Commission
10901 Darnestown Rd. (MD route 28)
Gaithersburg, MD 20878
301-424-6421, x101 (main reception)x1 (Director's Office)

The Consumer Product Safety Commission (CPSC) Laboratories are located in Gaithersburg, MD. The entrance to the Laboratory site is protected by a security gate, which is normally closed during business hours. If the gate is closed, use the intercom box at the gate to request entry. **All visitors must report to Building B**, which is adjacent to the main parking lot.

Deliveries may not be left outside any building or loading dock, unless specifically directed by appropriate CPSC staff. All deliveries shall be considered "inside deliveries" to the appropriate building 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 and include the packing slip.

ATTENTION GOVERNMENT VENDOR:

A. DELIVERY INSTRUCTIONS

1. DELIVERY INSTRUCTION FOR SMALL ITEMS

Small packages may be delivered to Building B. Deliveries should be made between 9:00 a.m. and 4:00 p.m. on Monday through Friday (except holidays). Deliveries outside these hours require prior arrangements.

Contacts:

Chris Brown, Project Officer, (301) 424-6421x157

Sondra Adkins, Administrative Officer, 301-424-6421 x101

Andrew Stadnik, Lab Director, 301-424-6421 x1

Jim Hyatt, Division Director, 301-424-6421 x116

2. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

Large or heavy items must be delivered directly to the appropriate building, after checking in at Building B. Deliveries of large or heavy items should be scheduled 24 hours in advance and should be made between 9:00 a.m. and 3:00 p.m. on Monday through Friday (except holidays). Contact information is the same as above.

3. SAMPLE STORAGE FACILITY

Deliveries should be made between 9:00 a.m. and 4:00 p.m. on Monday through Friday (except holidays).

Contacts:

Terry Parks, Sample Custodian, 301-424-6421 X 156

Ralph King, Sample Custodian, 301-424-6421 x 155

Iris Parks, Director, Division of Administrative Services, 301-504-7078

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. Taxpayer Identification Number (TIN).
3. Invoice date (use of invoice number in addition to invoice date is prudent but not required).
4. The contract or purchase order number (see block 2 of OF347 or block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods of services.
5. Description, price and quantity of goods or services actually delivered or rendered.
6. Shipping cost terms (if applicable).
7. Payment terms.
8. ACH Vendor information which includes: the Financial Institution, routing transit number, and depositor account number. In addition please specify whether account is a checking account or savings account.
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:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission
4330 East-West Hwy
Bethesda, MD 20814

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 Finance Office at 301-504-7172 or 301-504-7130.

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 the Accounting Officer at (301) 504-7203 or 301-504-7130 or at the following address:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission
4330 East-West Hwy
Bethesda, MD 20814

Complaints related to the late payment of an invoice should be directed to Deborah Peebles Hodge, Director, Division of Financial Services at the same address (above).

D. INSPECTION & ACCEPTANCE PERIOD

Unless otherwise stated in the Statement of Work or Description, the Commission will ordinarily inspect all materials/services within three (3) working days after the date of receipt. The CPSC contact person will transmit disapproval, if appropriate. 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: Peter Nerret, Contract Specialist@ (301) 504-7033

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 in the Division of Administrative Services. 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.

H. Directions to the U.S. Consumer Product Safety Commission Laboratory

From the East – Silver Spring/Prince Georges County

Take the Beltway, Rt. 495, outer loop, toward Baltimore , Bethesda, Frederick.
Take Rt 270 north toward Frederick, Maryland
At Rt. 270, take exit 6 and go west on Darnestown Rd./Rt. 28
At the 3rd traffic light, turn left on Darnestown Road.
Continue west to the traffic light at the Key West Blvd. intersection. Turn left.
Pass straight through the traffic light at Muddy Branch Road.
The second right turn has a sign "U.S. Consumer Product Safety Commission Laboratory."
Turn right and proceed to the parking lot.
Report to the lobby of the second building, Building B.

From the North, Frederick, Maryland

Take Rt. 270 south to exit 6 west, Darnestown Rd/Rt 28.
Turn right at the light.
At the second traffic light turn left on Darnestown Road.
Continue west to the traffic light at the Key West Blvd. intersection, turn left.
Pass straight through the traffic light at Muddy Branch road.
The second right turn has a sign "U.S. Consumer Product Safety Commission Laboratory."
Turn right and proceed to the parking lot.
Report to the lobby of the second building, Building B.

From the West (Fairfax County/Northern Virginia)

Take 495 Capital Beltway to Maryland

At the 270/495 divide, bear left to take 270 North.

Take Rt 270 north toward Frederick, Maryland

At Rt. 270, exit 6 go west on Darnestown Rd./Rt. 28

At the 3rd traffic light, turn left on Darnestown Road.

Continue west to the traffic light at the Key West Blvd. intersection. Turn left.

Pass straight through the traffic light at Muddy Branch Road.

The second right turn has a sign "U.S. Consumer Product Safety Commission Laboratory."

Turn right and proceed to the parking lot.

Report to the lobby of the second building, Building B.

From CPSC Headquarters

From the main entrance of Bethesda Towers, turn left on East-West Highway, then right on Wisconsin Ave. (route 355 North).

After passing the National Institutes of Health and Pooks Hill Road, take I-270 North (Frederick), which is the second left after Pooks Hill Road.

Take exit 6 go west on Darnestown Road (route 28).

At the 3rd traffic light, turn left on Darnestown Road.

Continue west to the traffic light at the Key West Boulevard intersection. Turn left.

Pass straight through the traffic light at Muddy Branch Road. Stay in the right lane, which ends just after our entrance.

The second right turn has a sign "U.S. Consumer Product Safety Commission Laboratory."

Turn right and proceed to the parking lot.

Report to the lobby of the second building, Building B.