

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 12

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

| | | | | | |
|---|--|--|--|---|--|
| 1. DATE OF ORDER 06/02/2010 | | 2. CONTRACT NO. (If any) CPSC-B-10-0012 | | 6. SHIP TO: | |
| 3. ORDER NO. | | 4. REQUISITION/REFERENCE NO. REQ-2730-10-0003 | | a. NAME OF CONSIGNEE Indicated on call | |
| 5. ISSUING OFFICE (Address correspondence to) CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814 | | | | b. STREET ADDRESS | |
| 7. TO: | | | | f. SHIP VIA | |
| a. NAME OF CONTRACTOR ALLIANCE CONSULTING CORP | | | | 8. TYPE OF ORDER | |
| b. COMPANY NAME | | | | <input type="checkbox"/> a. PURCHASE | |
| c. STREET ADDRESS BUSINESS TECHNOLOGY SOLUTIONS 7529 STANDISH PLACE SUITE 104 | | | | REFERENCE YOUR: | |
| d. CITY ROCKVILLE | | | | e. STATE MD | |
| | | | | f. ZIP CODE 20855 | |
| 9. ACCOUNTING AND APPROPRIATION DATA Indicated on call | | | | 10. REQUISITIONING OFFICE CONSUMER PRODUCT SAFETY COMMISSION | |
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) | | | | 12. F.O.B. POINT Destination | |
| <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input checked="" type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS | | | | | |

Office Secretary

| | | | | | | | |
|------------------------------|--|------------------------------|--|--|--|---|--|
| 13. PLACE OF | | 14. GOVERNMENT B/L NO. | | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Indicated on call | | 16. DISCOUNT TERMS Indicated on call | |
| a. INSPECTION Destination | | b. ACCEPTANCE Destination | | | | | |

17. SCHEDULE (See reverse for Rejections)

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| | GSA Contract #: GS-10F-0526N DUNS Number: ██████████ THIS IS A BLANKET PURCHASE AGREEMENT (BPA), CPSC-B-10-0012 BETWEEN ALLIANCE CONSULTING CORPORATION INC AND THE CONSUMER PRODUCT SAFETY COMMISSION TO PROVIDE ACQUISITION Continued ... | | | | | |

| | | | | | | |
|---------------------------------|--|---------------------------|--|-------------------------|--|---------------------------|
| 18. SHIPPING POINT | | 19. GROSS SHIPPING WEIGHT | | 20. INVOICE NO. | | 17(h) TOTAL (Cont. pages) |
| 21. MAIL INVOICE TO: | | | | | | |
| a. NAME Indicated on call | | | | \$0.00 | | 17(i) GRAND TOTAL |
| b. STREET ADDRESS (or P.O. Box) | | | | | | |
| c. CITY | | | | d. STATE e. ZIP CODE | | |

| | | | |
|---|--|--|--|
| 22. UNITED STATES OF AMERICA BY (Signature) | | 23. NAME (Typed) Kim Miles TITLE: CONTRACTING/ORDERING OFFICER | |
|---|--|--|--|

Kim Miles

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

06/02/2010

CPSC-B-10-0012

| ITEM NO. (a) | SUPPLIES/SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|---|----------------------------|-------------|----------------------|---------------|-----------------------------|
| | SUPPORT SERVICES IN ACCORDANCE WITH THE ATTACHED TERMS AND CONDITIONS AND THE GSA SCHEDULE. | | | | | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00



U.S. CONSUMER PRODUCT SAFETY COMMISSION
BETHESDA, MD 20814

02 June 2010

Alliance Consulting Corporation
Attn: **Sam S. Bedi, JD, LL.M**

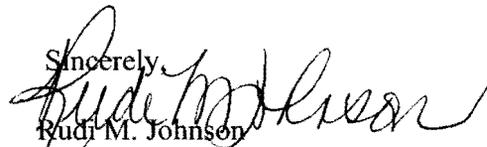
Subject: Acceptance Letter

- Contract _____
- Purchase Order _____
- Blanket Purchase Agreement CPSC-B-10-0012
- Interagency Agreement _____

(X) Attached is a copy of the Blanket Purchase Agreement indicated above. Sign and return this letter as acceptance of the agreement to the email address at rjohnson@cpsc.gov or fax your acceptance to (301) 504-0628. The Contracting Officer will sign the front cover of the agreement and return a copy for your records.

I, Sam S. Bedi of the Alliance Consulting Corporation, do
Sam S. Bedi, JD, LL.M

Hereby accept the enclosed Blanket Purchase Agreement (BPA), CPSC-B-10-0012 to provide Acquisition Support Services to assist the Consumer Product Safety Commission, Division of Procurement Services as indicated in the attached agreement.

Sincerely,

Rudi M. Johnson
Contract Specialist
Division of Procurement Services

BLANKET PURCHASE AGREEMENT

BETWEEN

THE CONSUMER PRODUCT SAFETY COMMISSION (CPSC)

AND

ALLIANCE CONSULTING CORPORATION

1. DESCRIPTION OF SERVICES

- a. This is a Blanket Purchase Agreement (BPA) for acquisition support services. Pursuant to the contractor's GSA Federal Supply Schedule (FSS), the contractor shall provide acquisition support and assistance services to the Consumer Product Safety Commission (CPSC). Performance will take place both off-site, via phone and email and on-site at CPSC, as required for each order. Rates will be based on the fixed prices established in the contractor's FSS. When the contractor is performing on-site at the Government facility, performance will take place at CPSC headquarters at 4330 East-West Hwy, Bethesda, MD 20814 or the CPSC Laboratory. The Laboratory is currently located at 10901 Darnestown Rd. (MD route 28), Gaithersburg, MD 20878. Within the next year, it will relocate to 5 Research Place in Rockville, MD and when personnel are relocated, performance will take place at the new location.
- b. The Contractor is not eligible to compete for, or receive award of, any CPSC contract for which they provided acquisition support.

NO FUNDS ARE OBLIGATED BY THIS BLANKET PURCHASE AGREEMENT (BPA). FUNDS WILL BE OBLIGATED AT THE TIME THAT INDIVIDUAL BPA PURCHASE CALLS ARE PLACED BY AN AUTHORIZED PURCHASING OFFICIAL (APO) OR CONTRACTING OFFICER. THE CONTRACTOR SHALL INVOICE ONLY FOR ACTUAL HOURS PERFORMED.

2. OBJECTIVE:

The objective of the BPA is to provide support to agency personnel in drafting statements of work for subsequent contracts and preparing additional acquisition-related materials, including, but not necessarily limited to, market surveys, independent government estimates, and lists of potential sources. Contractor-provided materials will constitute suggestions and recommendations only. They will be delivered by the contractor to the technical point of contact (who is generally the project officer for a future acquisition). CPSC technical personnel (project officers) after reviewing and accepting contractor-provided materials will use them to prepare acquisition requirements, and may further alter these materials as appropriate. All materials produced under this BPA will become the sole property of CPSC.

3. DESCRIPTION OF WORK:

a. Independently, and not as an agent of the Government, the Contractor shall furnish all necessary personnel, supplies, and equipment to perform the work set forth below.

b. Acquisition support services that will be performed under the contract may include, but are not necessarily limited to, the following:

1. Statements of Work and Technical Evaluation Factors:

a) Coordinating with CPSC technical personnel and discussing, analyzing CPSC requirements, then drafting a statement of work (SOW) in accordance with the standard CPSC SOW format.

b) Discussion to obtain a full understanding of the purpose and content of the SOW may involve one or more meetings of the following types - face to face meetings, email reviews and/or telephonic discussions. The quantity and length of interviews conducted by the contractor with technical personnel will depend on the degree of support required and the complexity of the requirement. CPSC staff will describe requirements and deliverables and the contractor shall draft information in SOW form. The SOW prepared by the contractor shall be provided to the CPSC technical personnel electronically in MS Word format.

c) To the maximum extent practicable, the requirements identified in a SOW for services shall be documented in performance-based statements.

d) Inclusive in the SOW drafted by the contractor will be a proposed contract type (for example, fixed priced or indefinite delivery, indefinite quantity), description of work, deliverables and schedule of deliverables, performance measures (for performance based SOWs) and details that will include, at a minimum, information that is complete, accurate, and complies with the basic CPSC SOW format (Attachment 1). The attachment provides a skeletal framework for a SOW and is not considered all-inclusive. The SOW provided by the contractor shall include all essential details to constitute a solicitation and resulting contract SOW.

e) The contractor will include applicable CPSC-specific text based on particular requirements that has been brought to the contractor's attention as listed in Attachment 1.

f) With each SOW, the contractor shall assist CPSC technical personnel in contemplating whether option periods should be included, proposed procurement method (for example, open market or FSS) and drafting technical evaluation factors for selection of awardees

g) The contractor shall draft technical evaluation factors for each SOW. These are the factors that will be used to evaluate solicitations. The factors shall be tied to requirements of the SOW and shall describe materials that must be submitted by quoters for review by technical personnel. This shall include the ranking of relative importance of technical evaluation factors and shall be written in accordance with prescribed CPSC format outlined at the end of Attachment 1.

3. Explanation of the requirements of a SOW and various contract types to the requesting project officer if they are unfamiliar with these elements. CPSC does not generally employ any type of cost contract, but uses primarily fixed priced purchase orders, indefinite delivery indefinite quantity (IDIQ) contracts, and Blanket Purchase Agreements. Most of these contracts are for commercial supplies and services.

4. Assistance with development of an estimate for work to be performed.

5. Assistance with market survey, location of potential sources, and creation of Bidder's Mailing List. When considering potential sources, the contractor shall propose potential sources in accordance with FAR 8.002 requirements, which generally, for our agency include, socioeconomic programs, such as the 8(a) program, concurrently with sources in the following

order: mandatory FSS, optional use FSS, and commercial sources (including educational and nonprofit institutions).

6. Additional support services and supplies, if any, shall be negotiated on an as needed basis for an individual BPA call. Pricing will be negotiated prior to issuance of the BPA call for a particular task.

c. The Contractor shall provide one central point of contact for requesting services under this BPA. Telephone and email shall be provided. A representative of the contractor shall respond to the technical point of contact requesting support within 24 hours on the next business day after receipt of the request.

d. Services shall be performed during normal business hours Monday through Friday, 8:00 am to 5:00 pm, EST

4. PRICING:

a. Hourly rates charged by the contractor shall be those finalized in their GSA FSS. Annually, as FSS prices are updated, the Contractor shall provide a copy of the associated hourly rates for labor categories to be provided under this BPA.

b. The prices quoted and charged to the Government shall be as low as or lower than those charged by the Contractor to their most favored customer for comparable services under similar terms and conditions.

5. PROCEDURES: Each BPA "call" (individual order against the BPA) shall apply to one task for acquisition support. For each BPA call:

a. The contractor shall receive requests at their designated point of contact, and within 24 hours shall conduct an initial telephone or email discussion with the CPSC technical point of contact (the individual requesting acquisition support) to determine the anticipated scope of the task. Each task will vary as to complexity, therefore, a determination of the estimated cost of the task must be made so that the appropriate ordering method can be identified.

b. Within 48 hours of the initial discussion, the contractor shall provide a written quote to the CPSC technical point of contact to provide pricing. Pricing shall include the proposed number of hours, rate per hour, and any incidental charges to complete the described service. Written quotes from the contractor shall be provided by email to the requesting CPSC technical point of contact.

c. If the estimate is at or below \$2,500, the technical point of contact, or their recognized purchase card holder, may order the service using the Government-wide purchase card. If they do so, no written order will be placed against this BPA. Using the purchase card in this manner indicates acceptance of the contractor's quote and constitutes placement of an order by purchase card. The contractor shall proceed to work directly with the identified CPSC technical point of contact requesting the work.

d. If the estimate is above \$2,500, the technical POC must submit a requisition to the Division of Procurement Services for processing. This will result in a written BPA call order signed by a Contracting Officer and issued to the contractor. The BPA call will indicate the CPSC technical POC and the contractor shall proceed to work directly with the identified CPSC technical point of contact requesting the work.

e. In either case the contractor shall not proceed with work until a call is officially placed through one of the funding methods (purchase card or written BPA call. The approved hourly rates will not exceed the hourly rates listed in the contractor's FSS.

f. Once issued, the contractor shall work directly with the technical point of contact to obtain all required information to draft and provide a written SOW and any other supporting documentation requested by the technical point of contact. Deliverables will consist of these documents. Final documents will be delivered in the agreed-upon time when the BPA call is placed, or if no date is specified, within five or fewer days after all required information have been obtained from the technical point of contact.

g. Whenever possible, the contractor shall provide the same individuals to work with CPSC in order to provide familiarity with CPSC processes and a consistent working relationship.

h. The issuance of a BPA call through any method indicates a "not-to-exceed price" for the total price of performance. Prior approval is required prior to exceeding the price of any BPA call.

i. Once identified, the CPSC technical point of contact is also the project officer for the resulting acquisition project and the individual requiring the acquisition support. The contractor shall meet with and discuss all issues directly with the technical point of contact.

j. When performing on-site, Contractor personnel will be escorted at all times in accordance with standard security procedures. Contractor personnel shall comply with the requirements to sign in and out and any other procedures established at CPSC.

6. PERIOD OF PERFORMANCE

a. This BPA is effective from the date of award and shall terminate on September 30, 2018 unless terminated earlier in writing by the Consumer Product Safety Commission, Office of Procurement Services. The BPA may be cancelled for any of the following reasons:

1. Low utilization.
2. Non-adherence to the terms and conditions of the BPA by the contractor.
3. Request by the contractor that the BPA be cancelled.
4. Unacceptable contractor performance (e.g. not meeting delivery dates, not performing services as requested, failure to respond in a timely manner, failure to conform to required SOW format or to provide adequate, usable SOW or other acquisition-related materials for procurement purposes.)
5. The CPSC reserves the right to unilaterally cancel the BPA at any time.

b. The BPA may be extended by mutual agreement of the parties and at the then current FSS rate if a follow-on GSA FSS schedule is awarded.

c. Notwithstanding the foregoing, the availability of this BPA is contingent upon renewal of the contractor's GSA FSS. If the GSA FSS is renewed, the renewed GSA FSS will be the basis for the continuation of the BPA. If the GSA FSS lapses, this BPA automatically lapses on the same date.

7. GOVERNMENT FURNISHED MATERIALS: CPSC will provide the contractor with a SOW-related document which will contain the following:

- a. skeletal outline of a general statement of work which should be followed during SOW preparation.
- b. list of local clauses/requirements that should be considered when developing requirements.
- c. skeletal outline for the technical evaluation content portion of the SOW documents

8. EXTENT OF OBLIGATION: The Government is obligated only to the extent of purchases actually made against this agreement by Government-wide purchase card or by Contracting Officers.

9. PURCHASE LIMITATION

- a. When processed using a Government-wide purchase card, the dollar limitation for each individual purchase call under this BPA is \$2,500.00.
- b. Calls exceeding \$2,500.00 shall be placed in the Procurement Office by a CPSC Contracting Officer and shall not exceed \$25,000.00.

10. AUTHORIZED PURCHASING OFFICIALS:

Authorized Purchasing Officials (APOs) include all CPSC technical personnel. Technical personnel are authorized to place Government-wide purchase card calls referencing this BPA as the authority. Calls exceeding \$2,500 must be placed by a CPSC Contracting Officer.

11. CONTRACTOR'S RESPONSIBILITY AND PERSONNEL

- a. The contractor shall perform the services required under this agreement in a professional manner, on the basis of the information made available, and to use the same degree of care and skill ordinarily exercised in similar circumstances by any reputable contractor performing comparable services.
- b. Contractor personnel performing under this contract shall have a Bachelors Degree and a minimum of three years experience providing with a minimum of 3 years experience providing similar acquisition-related services. The contractor shall provide the appropriate level of expertise depending on the complexity of the requirement.
- c. 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.

12. DELIVERABLES

- a. All acquisition support documents prepared by the Contractor shall be delivered to the CPSC technical point of contact by the date and time specified by the individual order. If no date is specified (for example when the order is placed via Government-wide purchase card), the contractor shall deliver all completed work as soon as possible, but no later than five days after required information is obtained from the point of contact and no later than ten days after the order is placed, unless the Government point of contact is not available to provide the required information within that time frame. The date that the order is placed is the date that the purchase card order is called into the contractor or the date that the written BPA call is issued to the contractor.
- b. All deliverables shall be provided in MS Word format, unless an alternate format is agreed upon at the time of issuance of the BPA call.
- c. Acceptance/rejection/comments/corrections and changes will be transmitted to the Contractor by the CPSC technical POC if the contractor will be requested to make changes. If substantial changes are required due to a change in the requirement or discovery of new details, the technical POC will coordinate these with the contractor, however, if work is unacceptable, the Contracting Officer will be consulted prior to proceeding. If work is acceptable, the CPSC technical POC will accept the deliverable and may make their own subsequent revisions as appropriate.
- d. CPSC Technical POCs will routinely advise the Contracting Officer responsible for this BPA about the general acceptability and completeness of SOWs and other materials generated by the contractor.

13. DELIVERY TICKETS

Upon completion of work, regardless of the payment method, the Contractor shall provide the APO (CPSC technical POC who requested the work) with a delivery ticket that provides the following minimum information.

- a. Name of contractor
- b. BPA number (CPSC-B-____) and call number (if placed by written call)
- c. Date of Purchase
- d. Date of Delivery
- e. Ordering office and APO's name
- f. List of supplies or services furnished
- g. Total number of performance hours per call by quantity, unit price, and total, less applicable discounts.

14. BILLING INSTRUCTIONS

- a. When calls are placed using the Government purchase card, the contractor shall not submit a written invoice. Orders will be processed using standard purchase card (credit card) methods.

b. When calls are placed through issuance of a written order, the following provisions apply: 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 BPA number (CPSC-B-_____) and the BPA call number under which work was performed
5. Description, unit price and quantity of goods or services actually delivered or rendered, total price, date delivered.
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 order.
10. Invoice point of contact: Name, title, phone number, email or mailing address of responsible official to be notified in the event of a deficient invoice.

c. Original vouchers/invoices shall be sent to:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission
Bethesda, MD 20814

d. 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.

e. Payment of invoices: 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." 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
Consumer Product Safety Commission
Bethesda, Maryland 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).

15. INSURANCE

a. The clause 52.228-5, "Insurance -- Work on a Government Installation" (Jan 1997) is incorporated by reference. This requirement applies only when Contractor personnel are performing services on-site at a Government facility.

b. In accordance with clause 52.228-5, the Contractor shall at its own expense provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance set forth below:

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(3) Automobile liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

16. RESTRICTIONS ON THE USE AND RELEASE OF INFORMATION

a. Disclosure of Information - Restricted Publication

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. Handling of Confidential Information

1. 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.

2. 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 CPSC Division of Procurement Services, 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 CPSC Contracting Officer.

3. A site inspection of the Contractor's security measures for confidential information may be performed by the CPSC Project Officer prior to contract award and at any time during contract performance as deemed necessary by the Project Officer. Approval of the security measures by the CPSC Project Officer may be a prerequisite to contract award and continued performance.

4. 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.

c. Nondisclosure of any Data Developed Under this Contract

1. 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.

2. The Contractor shall obtain and maintain on file 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.

d. Restrictions on Use of Information

1. If the Contractor, in the performance of this contract, obtains access to information such as CPSC plans, acquisition planning data, reports, studies, or 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.

2. 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.

17. AUTHORIZED PURCHASING OFFICIALS

- a. All CPSC technical staff are authorized to use this BPA as a basis for calls placed using the Government-wide purchasing card up to \$2,500.
- b. Above \$2,500, a written BPA call will be issued, signed by a CPSC Contracting Officer.

18. ALL OTHER INFORMATION RELATING TO THE BLANKET PURCHASE AGREEMENT AND/OR CALLS SHALL BE DIRECTED TO:

Contact: Mrs. Rudi M. Johnson @ (301)504-7028
Email: rjohnson@cpsc.gov

19. GENERAL INFORMATION APPLICABLE TO BLANKET PURCHASE AGREEMENT CALLS

No individual Blanket Purchase Agreement (BPA) call shall be split to avoid the competition threshold of \$2,500.00 for small purchases. If a single requirement exceeds \$2,500.00, a requisition shall be submitted to the Division of Procurement Services (FMPS) for processing.