

Office of Secretary  
P.003

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM**  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: REQ-2710-10-0001

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2. CONTRACT NO.: CPSC-D-10-0001

3. AWARD/EFFECTIVE DATE: 01/05/2010

4. ORDER NUMBER

5. SOLICITATION NUMBER: CPSC-Q-10-0009

6. SOLICITATION ISSUE DATE: 11/18/2009

7. FOR SOLICITATION INFORMATION CALL: 8. NAME: Rudi Johnson

9. TELEPHONE NUMBER: 301-504-7028 (No collect calls)

10. OFFER DUE DATE/LOCAL TIME: ET

9. ISSUED BY: CODE FMPS

CONSUMER PRODUCT SAFETY COMMISSION  
DIV OF PROCUREMENT SERVICES  
4330 EAST WEST HWY  
ROOM 517  
BETHESDA MD 20814

10. THIS ACQUISITION IS:  
 UNRESTRICTED OR  SET ASIDE

11a. NAICS: 541611

11b. SIZE STANDARD: \$6.0

11c. RATING

11d. METHOD OF SOLICITATION:  RFP  IFB  RFQ

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

12. DISCOUNT TERMS: Net 30

13. THIS CONTRACT IS A RATED ORDER UNDER OPAB (18 CFR 700)

14. DELIVER TO: CODE FMPS

CONSUMER PRODUCT SAFETY COMMISSION  
DIVISION OF PLAN, BUDGT, AND EVAL  
4330 EAST WEST HIGHWAY  
ROOM 708  
BETHESDA MD 20814

15. ADMINISTERED BY: CODE FMPS

CONSUMER PRODUCT SAFETY COMMISSION  
DIV OF PROCUREMENT SERVICES  
4330 EAST WEST HWY  
ROOM 517  
BETHESDA MD 20814

17a. CONTRACTOR/OFFEROR:

17b. FACILITY CODE

18a. PAYMENT WILL BE MADE BY: CODE FMPS

CONSUMER PRODUCT SAFETY COMMISSION  
DIVISION OF FINANCIAL SERVICES  
4330 EAST WEST HWY  
ROOM 522  
BETHESDA MD 20814

TELEPHONE NO.

17c. 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 SUPPLIERS/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>DUNS Number: </p> <p>The contractor shall provide Strategic and Management Planning services for the Consumer Product Safety Commission in accordance with the attached performance work statement and the Federal Supply Schedule, GS-23F-9755H.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA: TO BE CITED ON EACH INDIVIDUAL DELIVERY TASK 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 52.212-1, FAR 52.212-0 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. 07WF-0000-00 OFFER DATED 12/07/2009. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 0001-0015

30a. SIGNATURE OF OFFEROR/CONTRACTOR:

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER):

30b. NAME AND TITLE OF SIGNER (Type or print): Nancy E. Hardwick, Sr. Vice President

30c. DATE SIGNED: 05 JAN 2010

31b. NAME OF CONTRACTING OFFICER (Type or print): Kim Miles

31c. DATE SIGNED: 1/5/2010

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	<p>BASE PERIOD - January 05, 2010 - January 04, 2011</p> <p>The contractor shall provide all necessary personnel, materials, and facilities required to perform strategic and management planning services in accordance with the attached terms and conditions and the Federal Supply Schedule, GS-23F-9755H.</p> <p>Project Director</p> <p>Fully loaded hourly rate to accomplish the anticipated task(s) as described in the Performance Work Statement, paragraph 5.</p> <p>(guaranteed minimum is one (1) task order to be performed in the base year only)</p> <p>*Hourly pricing shall be based upon the following period of performance as noted below:</p> <p>\$164.28 per hour (01/05/2010 through 9/30/2010)                      \$170.52 per hour (10/01/2010 through 01/04/2011)                      Obligated Amount: \$0.00</p>		HR	0.00	0.00
0002	<p>Senior Analyst</p> <p>Continued ...</p>		HR	0.00	0.00

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
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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 <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> 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

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NAME OF OFFEROR OR CONTRACTOR  
BOOZ ALLEN HAMILTON INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>Fully loaded hourly rate to accomplish the anticipated task(s) as described in the Performance Work Statement, paragraph 5.</p> <p>*Hourly pricing shall be based upon the following period of performance as noted below:</p> <p>\$146.02 per hour (01/05/2010 through 9/30/2010) \$151.57 per hour (10/01/2010 through 01/04/2011)</p> <p>Obligated Amount: \$0.00</p> <p>Junior Analyst</p> <p>Fully loaded hourly rate to accomplish the anticipated task(s) as described in the Performance Work Statement, paragraph 5.</p> <p>*Hourly pricing shall be based upon the following period of performance as noted below:</p> <p>\$119.67 per hour (01/05/2010 through 9/30/2010) \$124.22 per hour (10/01/2010 through 01/04/2011)</p> <p>Obligated Amount: \$0.00</p> <p>FIRST (1ST) OPTION PERIOD - January 05, 2011 - January 04, 2012</p> <p>The contractor shall provide all necessary personnel, materials, and facilities required to perform strategic and management planning services in accordance with the attached terms and conditions and the Federal Supply Schedule, GS-23F-9755H.</p>		HR	0.00	0.00
0004	<p>Project Director</p> <p>Continued ...</p>		HR	0.00	0.00

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NAME OF OFFEROR OR CONTRACTOR  
 BOOZ ALLEN HAMILTON INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Fully loaded hourly rate to accomplish the anticipated task(s) as described in the Performance Work Statement, paragraph 5.  *Hourly pricing shall be based upon the following period of performance as noted below:  \$170.52 per hour (01/05/2011 through 9/30/2011) \$177.00 per hour (10/01/2011 through 01/04/2012)  Obligated Amount: \$0.00				
0005	Senior Analyst  Fully loaded hourly rate to accomplish the anticipated task(s) as described in the Performance Work Statement, paragraph 5.  *Hourly pricing shall be based upon the following period of performance as noted below:  \$151.57 per hour (01/05/2011 through 9/30/2011) \$157.33 per hour (10/01/2011 through 01/04/2012)  Obligated Amount: \$0.00		HR	0.00	0.00
0006	Junior Analyst  Fully loaded hourly rate to accomplish the anticipated task(s) as described in the Performance Work Statement, paragraph 5.  *Hourly pricing shall be based upon the following period of performance as noted below:  \$124.22 per hour (01/05/2011 through 09/30/2011) \$128.94 per hour (10/01/2011 through 01/04/2012)  Continued ...		HR	0.00	0.00

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BOOZ ALLEN HAMILTON INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: \$0.00				
	SECOND (2ND) OPTION PERIOD - January 05, 2012 - January 04, 2013				
	The contractor shall provide all necessary personnel, materials, and facilities required to perform strategic and management planning services in accordance with the attached terms and conditions and the Federal Supply Schedule, GS-23F-9755H.				
0007	Project Director		HR	0.00	0.00
	Fully loaded hourly rate to accomplish the anticipated task(s) as described in the Performance Work Statement, paragraph 5.				
	*Hourly pricing shall be based upon the following period of performance as noted below:  \$177.00 per hour (01/05/2012 through 9/30/2012) \$183.73 per hour (10/01/2012 through 01/04/2013)				
	Obligated Amount: \$0.00				
0008	Senior Analyst		HR	0.00	0.00
	Fully loaded hourly rate to accomplish the anticipated task(s) as described in the Performance Work Statement, paragraph 5.				
	*Hourly pricing shall be based upon the following period of performance as noted below:  \$157.33 per hour (01/05//2012 through 9/30/2012) \$163.31 per hour (10/01/2012 through 01/04/2013)				
	Obligated Amount: \$0.00				
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR  
 BOOZ ALLEN HAMILTON INC

ITEM NO. (A)	SUPPLIER/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0009	<p>Junior Analyst</p> <p>Fully loaded hourly rate to accomplish the anticipated task(s) as described in the Performance Work Statement, paragraph 5.</p> <p>*Hourly pricing shall be based upon the following period of performance as noted below:</p> <p>\$128.94 per hour (01/05//2012 through 9/30/2012)                      \$133.84 per hour (10/01/2012 through 01/04/2013)</p> <p>Obligated Amount: \$0.00</p> <p>THIRD (3RD) OPTION PERIOD -                      January 05, 2013 - January 04, 2014</p> <p>The contractor shall provide all necessary personnel, materials, and facilities required to perform strategic and management planning services in accordance with the attached terms and conditions and the Federal Supply Schedule, GS-23F-9755H.</p>		HR	0.00	0.00
0010	<p>Project Director</p> <p>Fully loaded hourly rate to accomplish the anticipated task(s) as described in the Performance Work Statement, paragraph 5.</p> <p>*Hourly pricing shall be based upon the following period of performance as noted below:</p> <p><i>JBH</i>                      \$183.73  <del>\$181.72</del> per hour (01/05/2013 through 9/30/2013)                      \$190.71 per hour (10/01/2013 through 01/04/2014)</p> <p>Obligated Amount: \$0.00</p>		HR	0.00	0.00
0011	<p>Senior Analyst                      Continued ...</p>		HR	0.00	0.00

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NAME OF OFFEROR OR CONTRACTOR  
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ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Fully loaded hourly rate to accomplish the anticipated task(s) as described in the Performance Work Statement, paragraph 5.</p> <p>*Hourly pricing shall be based upon the following period of performance as noted below:</p> <p>\$163.31 per hour (01/05/2013 through 9/30/2013) \$169.52 per hour (10/01/2013 through 01/04/2014)</p> <p>Obligated Amount: \$0.00</p>				
0012	<p>Junior Analyst</p> <p>Fully loaded hourly rate to accomplish the anticipated task(s) as described in the Performance Work Statement, paragraph 5.</p> <p>*Hourly pricing shall be based upon the following period of performance as noted below:</p> <p>\$133.84 per hour (01/05/2013 through 9/30/2013) \$138.93 per hour (10/01/2013 through 01/04/2014)</p> <p>Obligated Amount: \$0.00</p> <p>FOURTH(4TH) OPTION YEAR - January 05, 2014 - January 04, 2015</p> <p>The contractor shall provide all necessary personnel, materials, and facilities required to perform strategic and management planning services in accordance with the attached terms and conditions and the Federal Supply Schedule, GS-23F-9755H.</p>		HR	0.00	0.00
0013	<p>Project Director</p> <p>Fully loaded hourly rate to accomplish the anticipated task(s) as described in the Continued ...</p>		HR	0.00	0.00

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NAME OF OFFEROR OR CONTRACTOR  
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Performance Work Statement, paragraph 5.</p> <p>*Hourly pricing shall be based upon the following period of performance as noted below:</p> <p>\$190.71 per hour (01/05/2014 through 9/30/2014) \$197.96 per hour (10/01/2014 through 01/04/2015)</p> <p>Obligated Amount: \$0.00</p>				
0014	<p>Senior Analyst</p> <p>Fully loaded hourly rate to accomplish the anticipated task(s) as described in the Performance Work Statement, paragraph 5.</p> <p>*Hourly pricing shall be based upon the following period of performance as noted below:</p> <p>\$169.52 per hour (01/05/2014 through 9/30/2014) \$175.96 per hour (10/01/2014 through 01/04/2015)</p> <p>Obligated Amount: \$0.00</p>		HR	0.00	0.00
0015	<p>Junior Analyst</p> <p>Fully loaded hourly rate to accomplish the anticipated task(s) as described in the Performance Work Statement, paragraph 5.</p> <p>*Hourly pricing shall be based upon the following period of performance as noted below:</p> <p>\$138.93 per hour (01/05/2014 through 9/30/2014) \$144.21 per hour (10/01/2014 through 01/04/2015)</p> <p>Obligated Amount: \$0.00</p> <p>Continued ...</p>		HR	0.00	0.00

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NAME OF OFFEROR OR CONTRACTOR  
BOOZ ALLEN HAMILTON INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>*The government reserves the right to negotiate additional labor categories by mutual agreement between both parties for any required task orders.</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 26.</p>				

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# Strategic and Management Planning

## 1. BACKGROUND

The U.S. Consumer Product Safety Commission (CPSC) is a small independent five-Commissioner regulatory agency established by the Consumer Product Safety Act of 1972 (which includes amendments made or relevant provisions enacted by subsequent acts including the Consumer Product Safety Improvement Act of 2008). The purposes of the Consumer Product Safety Act are:

- (1) to protect the public against unreasonable risks of injury associated with consumer products;
- (2) to assist consumers in evaluating the comparative safety of consumer products;
- (3) to develop uniform safety standards for consumer products and to minimize conflicting state and local regulations; and
- (4) to promote research and investigation into the causes and prevention of product-related deaths, illnesses, and injuries.

The Commission is facing substantial challenges and has undergone major changes, including a new Administration, a new Chairman, two new Commissioners, new legislation - the Consumer Product Safety Improvement Act of 2008 (CPSIA) - and the challenges of a global market place. The new leadership has charted a new approach focusing on: transparency and openness to those we serve; a renewed focus on education and advocacy to all American consumers; and fair but firm enforcement of the laws we oversee. Both Congress and the new Administration have shown that they want a more vigorous and proactive CPSC.

The major changes and challenges that affect CPSC result from a number of factors:

- **New Enforcement Authorities.** The CPSIA provides the Commission substantial new enforcement authority to transform the Commission into a more preventive and more proactive regulatory body. It provides new tools such as requirements for third party testing to certify that children's products meet U.S. safety standards, new rules to reduce dramatically lead and phthalates in children's products, new laboratory accreditation rules, and requirements for product tracking labels. The Act mandated issuance of over 40 new rules and the staff has identified many other rules that will be necessary to implement the Act to full effect. This represents an enormous challenge and imposes demanding workloads on the organization during the rulemaking phase as well as the ongoing enforcement activity.
- **IT Modernization.** CPSIA further mandated that the Commission create a public database that will allow consumers to provide hazardous incident reports and will provide immediate access to consumer product safety information. It will also include a secure environment for business-to-government and government-to-business exchange of information including manufacturer comments on public incident reports. The numbers

of incident reports will increase dramatically. In addition, the Commission must modernize its infrastructure and ensure it is compatible with the public database. This will fundamentally change the way CPSC identifies hazards and interacts with the public and industry. This new capability will transform the way CPSC does business. It has the potential to uncover more defect patterns for CPSC to examine, potentially leading to an increase in recalls of defective products.

- Import Safety Initiative. Production of consumer products has shifted from the United States to locations all around the world, often in less regulated environments, making the entire consumer product safety world more complex. CPSC must keep defective products from entering the United States. This shift requires more proactive measures to protect consumers from new and emerging hazards, such as more surveillance at the ports, testing of suspect samples, and verifying third party certifications for imported children's products. CPSC is also coordinating with other countries in consumer product safety standards development and implementation as well as encouraging foreign manufacturers to establish product safety systems as part of their manufacturing process.
- Education and Advocacy. Reaching out to consumers and industry is both a priority and a challenge. CPSC recently launched a comprehensive social networking initiative that will increase transparency, empower consumers, encourage their involvement in surveillance, and speed consumer and industry responses to safety alerts. It will make life-saving information more accessible to millions of consumers through CPSC's "OnSafety" blog, twitter, facebook, and other social media networks. The CPSC will focus on reaching racial and ethnic minorities with safety information.

All these changes require a thorough review and examination of the entire organization. CPSC must step back, take a long-term view of the agency, and consider where it wants to be five years from now. Accordingly, CPSC should establish a broad vision that sets a framework for meeting our new challenges. To carry out the mission successfully, CPSC must analyze its organizational structure and functions, examine its current business processes and determine how they will be changing, identify any existing or potential problems or obstacles, and develop workable solutions. Further, CPSC must develop strategic goals to set the new course for the Commission, as well as develop short- and medium-term objectives to guide CPSC along the way. Given its small size and the multiple challenges it faces, CPSC requires a unique and customized strategic management plan. Additionally, CPSC must develop a strategic action plan and performance metrics to guide the organization towards its vision and measure success along the way.

## 2. DESCRIPTION OF SERVICES

The Contractor shall provide three interrelated services as stated below:

(1) The Contractor shall develop and implement a flexible and collaborative planning process to establish CPSC's mission and long-term (five years) vision statements, and its core values and guiding principles. The Contractor shall help CPSC answer:

- Where do we want to be five years from now?
- How do we get there?
- What major issues/challenges is CPSC facing?
- How can we work better with our stakeholders?
- What are our major goals?

(2) The Contractor shall conduct, with the participation of CPSC, a thorough diagnostic review of CPSC's operations and its organizational structure. The Contractor shall facilitate a process for CPSC to develop an operational management plan including actions and recommendations. We need to develop a management structure and processes to ensure that we meet our mission objectives and comply with all federal government regulations regarding our business process. The Contractor shall help CPSC answer:

- What are the operational issues/challenges that need to be addressed?
- What actions does CPSC need to take to address the issues/challenges?
- What organizational structure will best enable CPSC to realize its vision?
- How will CPSC's business processes change?
- How should CPSC allocate current resources?
- What staffing levels are needed to meet our mission?
- What additional resources does CPSC require over the next five years?
- What skill sets are needed? What are the training needs?
- With whom can we collaborate to help us achieve our major goals?
- How can we leverage other resources?

(3) The contractor and the Commission shall work together to develop a strategic plan as required by the Office of Management and Budget (OMB) to enable the Commission to make key decisions about CPSC's future. The Contractor shall facilitate a process to identify themes and associated performance metrics to assure effective performance management and success on our major goals. Using a defined planning process, the Contractor shall develop, facilitate, and implement the strategic planning process and engage CPSC stakeholders in its development (e.g., domestic consumers, consumer groups, domestic industry and trade retailers, other federal agencies, state and local governments, Congress, OMB, and the public). The planning process will result in a strategic plan with long-term goals and objectives linked to the mission and new vision, and with performance metrics, time-specific targets, and accountability aligned to performance.

### **3. CONTRACT TYPE:**

This procurement is a firm-fixed hourly rate, indefinite quantity, indefinite delivery, performance-based contract. Services shall be priced in accordance with the loaded hourly rates indicated in the pricing schedule times the negotiated number of hours to complete the task. The guaranteed minimum is one (1) task order to be performed in the base year only.

### **4. TASK ORDERS:**

Individual Task Order assignments will be forwarded in writing to the contractor by the Contracting Officer. Task orders procuring phases I, II and III may be requested in portions of a phase (subtask) or an entire phase. The Commission reserves the right to issue more than one task order in conjunction with the required phases simultaneously. Work to be performed under phases I, II, and III will be negotiated with the Contractor. Each phase maybe ordered during any performance period of the contract. Additional work relating to phases I, II, or III, additional phases, or the sequence of the work to be performed may be added by mutual agreement between the Commission and the contractor. Additional tasks relating to strategic and management planning may be added and negotiated into this contract through mutual agreement between both parties.

The Commission reserves the right to negotiate additional labor categories by mutual agreement between both parties for any required task orders.

### **5. PERFORMANCE WORK STATEMENT**

- a. The contractor shall work independently, and not as an agent of the Commission. The Contractor shall furnish all necessary personnel, materials, services, and facilities to perform the work set forth below except as provided in Section 11, "Government Furnished Materials."
- b. In all phases, the Contractor shall collaborate with CPSC.
- c. The Contractor shall engage stakeholders in phases I and III.
- d. The Contractor shall use available social media tools, to include but not limited to YouTube, Twitter, and Facebook, to engage stakeholders in phases I and III.

#### **Phase I:**

- a. The Contractor shall establish a performance work schedule for all task orders and secure the approval of the work schedule by the CPSC, Executive Director prior to implementation.
- b. The Contractor shall review the relevant laws, regulations, performance budgets, reports to Congress and other documents as provided by CPSC.
- c. The Contractor shall develop a plan to ensure buy-in of the mission, vision, and core values statements by both CPSC managers and employees.

d. The Contractor shall establish CPSC's mission, vision, and core values statements consistent with statutory authority .

e. The Contractor shall identify major goals for the CPSC.

**Phase II:**

a. The Contractor shall conduct a review of the organization to assess its operational effectiveness and the organizational structure. The Contractor shall develop a strategic operational management plan for CPSC.

b. The Contractor shall identify the issues/challenges that CPSC faces.

c. The Contractor shall recommend actions to be taken by CPSC to address the issues/challenges identified.

d. The Contractor shall conduct a skills gap analysis.

e. The Contractor shall recommend changes, as needed, to the current organizational structure, resource mix, and additional resources to achieve our major goals.

**Phase III:**

a. The Contractor shall provide training to educate executives, managers, and CPSC staff on strategic planning requirements of the Government Performance and Results Act (GPRA) and OMB Circular A-11, including the development of outcome goals, intermediate goals and objectives, and performance measures and indicators. The Contractor shall identify external risk factors (key factors external to the agency and beyond its control that could significantly affect the achievement of strategic goals).

b. The Contractor shall identify themes to focus on based on the major goals developed in Phase I.

c. The Contractor shall identify action items, schedules, and milestones to create an accountability instrument for the plan.

d. The Contractor shall develop outcomes goal, intermediate goal, and performance measures for the major functions and operations of the agency to include the themes developed in section 5, Performance Work Statement.

e. The Contractor shall develop and test methodology to track performance measures selected to support short-term and major long-term goals.

f. The Contractor shall develop methods to track progress in meeting milestones and linking progress to annual financial and budget activities.

- g. The Contractor shall provide an evaluation framework or methodology to include a description of the program evaluations used in establishing or revising major goals with a schedule for future evaluations.
- h. The Contractor shall engage stakeholders and CPSC staff in the review of a draft strategic plan.
- i. The Contractor shall facilitate the Commission's approval of the draft strategic plan by presenting, along with CPSC staff, the draft plan to the Commission and being available to address all questions and comments.
- j. The Contractor shall update the draft strategic plan to reflect feedback from stakeholders and the Commission.
- k. Upon CPSC submission of the strategic plan to OMB, and receipt of OMB comments, the Contractor shall detail how the final strategic plan addresses all questions and comments received from OMB. This process may be repeated until all changes are acceptable to OMB.
- l. The Contractor shall incorporate all stakeholders' feedback (including OMB's) in finalizing the strategic plan.

**6. PERIOD OF PERFORMANCE**

The contract performance period shall begin on the effective date (block 31c) and continue for a twelve (12) month period.

**7. PERFORMANCE ASSESSMENT PLAN**

The Contractor service requirements are summarized into performance objectives that relate directly to mission essential phases of this contract. The performance threshold briefly describes the minimum acceptable level of service required for each objective. The thresholds are critical to mission success. Successful performance will be measured by:

<b>Performance Objectives</b>	<b>Performance Thresholds</b>
Conformance with OMB Circular A- 11 requirements	100% of the time
Conformance with strategic planning requirements of Government Performance and Results Act (GPRA)	100% of the time
Meeting professional standards in all deliverables and when facilitating discussions	100% of the time
Meeting all delivery dates with slippage of no more than	

two (2) days for more than one (1) of the deliverables 100% of the time

## **8. REPORTING REQUIREMENTS**

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

1. Weekly status reports unless indicated otherwise in each individual task order
  - a. Format. To be agreed upon by the Commission and the Contractor (by e-mail, meeting with Project Officer, or written report).
  - b. Content. The report shall contain the following:
    - status of project and new developments,
    - a summary of feedback received from all stakeholders, and
    - current or anticipated problems and proposed solutions.

### **Phase I**

2. Draft and final mission, and vision statement, core values, guiding principles and major goals delivered by e-mail and response to all feedback received.

### **Phase II**

2. Draft and final report on strategic management/operational management plan including actions and recommendations.

### **Phase III**

3. List of themes to focus on
4. Draft Strategic Plan
  - a. Format. The final report shall be in the following format:
    - Table of Contents
    - Type of cover – thicker paper
    - Submitted on paper and electronically in Word format
    - Provide all supporting spreadsheets, derivations, and statistical analyses
    - Provide information concerning the contract pursuant to which the report was prepared and the name of the Contractor preparing the report pursuant to such contractor
  - b. Content. The draft report shall address all the issues and objectives set forth in the Performance Work Statement as well as comments received from the CPSC Project Officer.

## 5. Final Strategic Plan

c. Format. The final report must be in the following format:

- Table of Contents
- Type of cover – thicker paper
- Submitted on paper and electronically in Word format
- Provide all supporting spreadsheets, derivations, and statistical analyses
- Submit log of meetings, transcripts of social media outlets (e.g. chat rooms, Facebook entries . . . etc.)
- Submit a statement, separate from the strategic plan, explaining how the final strategic plan addresses OMB comments/questions on the draft Strategic Plan.
- Provide information concerning the contract pursuant to which the report was prepared and the name of the Contractor preparing the report pursuant to such contractor.

d. Content. The final report (submitted in Word format) must address all the issues and objectives set forth in the statement of work as well as comments received from the CPSC Project Officer, the Commission, and OMB.

## 9. DELIVERABLES

The Contractor shall perform or submit the following deliverable items in accordance with the following schedule unless indicated otherwise in each individual task order:

1. Weekly status reports. Every two (2) weeks during the performance period, the contractor shall submit weekly status reports to the Executive Director of the Commission within seven (7) calendar days after the biweekly period.
2. Mission, vision, core values, and major goals statements – draft version. CPSC will review and revise, as necessary, and return to the contractor within five (5) working days of submission.
3. Mission, vision, core values, guiding principles and major goals statements – final version.
4. Draft operational management plan report with actions and recommendations - including all supporting analyses. The Commission will review and revise, as necessary, and return to the contractor within five (5) working days of submission.
5. Operational management plan report – final version.
6. List of themes on which to base the strategic plan. The Commission will review and revise, as necessary, and return to the contractor within five (5) working days of submission.

6. Draft strategic plan (in Word format). The Contractor shall submit to CPSC a draft strategic plan. CPSC will review and revise, as necessary, and return to the contractor within twenty (20) working days of submission.
7. Final strategic plan (in Word format). The Contractor shall submit to CPSC a final strategic plan as indicated in the task order.

## **10. ACCEPTANCE OF DELIVERABLES**

1. Unless otherwise noted herein, CPSC will review all materials submitted for approval within ten (10) working days after date of receipt.
2. The CPSC will accept/reject materials based on conformance with the statement of work for each negotiated task, OMB Circular A- 11 instructions, and the performance measures listed in Section 7, "Performance Assessment Plan."

## **11. GOVERNMENT FURNISHED MATERIALS**

The Commission will furnish to the contractor for use in connection with this contract materials/equipment to include office space and e-mail access, current (2003) Strategic Plan, annual performance budgets (2009 and 2010), the 2009 Performance and Accountability Report, relevant laws, regulations, reports to Congress and other CPSC-provided documents.

## **12. QUALITY CONTROL:**

The Contractor shall develop and maintain a quality control program to ensure qualified and professional personnel are being provided and that their performance is in accordance with the criteria stated within this performance work statement and commonly accepted commercial practices. At a minimum, the Contractor shall develop quality control procedures that address the areas identified in the performance work statement.

## **13. CONTRACT CLAUSES:**

### **LC 5B PROJECT OFFICER DESIGNATION**

a. The following individual has been designated as the Commission's Project Officer for this contract:

Name: N.J. Scheers  
Division: Financial Management Planning and Evaluation  
4330 East-West Highway  
Bethesda, MD 20814-4408  
Telephone: 301-504-7670  
Email: [njscheers@cpsc.gov](mailto:njscheers@cpsc.gov)

b. The CPSC 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 received on schedule in accordance with the prescribed delivery 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 Commission or could lead to a claim against the Government.

d. 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 21A Disclosure of Information - Limits on Publication**

a. The Contractor shall submit to the Commission any report, manuscript or other document containing the results of work performed under this contract, before such document is published or otherwise disclosed to the public, to assure compliance with Section 6(b) of the Consumer Product Safety Act (15 U.S.C. Section 2055(b)), Commission regulations (16 C.F.R. Part 1101), and a Commission directive (Order 1450.2). These provisions restrict disclosure by Commission Contractors of information that (1) permits the public to identify particular consumer products or (2) reflects on the safety of a class of consumer products. Prior submission allows the Commission staff to review the Contractor's information and comply with the applicable restrictions. CPSC should be advised of the Contractor's desire to submit or publish an abstract or a report as soon as practical.

b. 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-F-09-. 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 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-D-10-. 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 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.
- c. 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.
- 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 (attached) 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 Technical Representative (COTR). 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 COTR 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 COTR within five (5) days of written notification from the COTR of those contractor employees requiring background investigations.

f. Upon completion of the investigation, the COTR 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 COTR 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 COTR will notify the contractor immediately when CPSC has determined that an employee is unsuitable or unfit to be permitted access. The contractor shall immediately notify such employee that he/she no longer has access, shall remove the employee and shall provide a suitable replacement in accordance with contract requirements and the requirements of this clause.

j. By execution of this contract, the contractor certifies that none of the employees working under this contract have been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years. During contract performance the contractor shall immediately notify CPSC

if one of its employees working under this contract has been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five years.

k. The Government reserves the right to have removed from service any Contractor employee for any of the following:

1. Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.
2. Falsification of information entered on security screening forms or other documents submitted to the Government.
3. Improper conduct during performance of the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.
4. Any behavior judged to be a threat to personnel or property.

1. The COTR shall be responsible for proper separation of contracted employees at the Consumer Product Safety Commission. The COTR 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 protected by the Privacy Act of 1974 (5 U.S.C. 552a), or personal identifying information which has not been released or otherwise made public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not: (a) release or disclose such information, (b) discuss or use such information for any private purpose, (c) share this information with any other party, or (d)

submit an unsolicited proposal based on such information. These restrictions will remain in place unless such information is made available to the public by the Government.

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

## **LC 1A CONTRACTOR'S NOTE**

### **A. 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 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods or 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.

**B. PAYMENT**

Payment will be made as close as possible to, but not later than, the 30<sup>th</sup> 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).

**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 date of award through the last day of the final exercised option period.

(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 Order Limitations. (Oct 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than eight (8) hours per labor category, 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 2080 hours per labor category.

(2) Any order for a combination of items in excess of N/A; or

(3) A series of orders from the same ordering office within three (3) 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 seven (7) 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 expiration date of the last delivery order issued.

(End of clause)

**52-217-08 Option to Extend Services (Nov 1999)**

The government may require continued performance of any services within the limits and at the rates specified in the contract. There rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days of contract expiration.

**52.217-09 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty days prior to expiration of the contract; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least forty-five (45) days before the contract expires. The preliminary notice does not commit the Government to an extension