

*Office of Secretary*

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

1. REQUISITION NUMBER: PAGE OR 1 14

2. CONTRACT NO. GS-35F-0226W  
3. AWARD EFFECTIVE DATE 11/09/10  
4. ORDER NUMBER CPSC-F-11-0006  
5. SOLICITATION NUMBER CPSC-Q-10-0020  
6. SOLICITATION ISSUE DATE 06/18/2010

7. FOR SOLICITATION INFORMATION CALL: Rudi Johnson  
8. TELEPHONE NUMBER (No collect calls) 301-504-7028  
9. 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: % FOR:  
 SMALL BUSINESS  
 EMERGING SMALL BUSINESS  
NAICS:  
 SUBZONE SMALL BUSINESS  
 SOLE SOURCE  
SIZE STANDARD:  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  
 (A)

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

15. DELIVER TO: CONSUMER PRODUCT SAFETY COMMISSION  
ROCKVILLE CAMPUS  
5 RESEARCH PLACE  
ROCKVILLE MD 20850  
CODE: LSE2

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: M C DEAN  
BIDS AND PROPOSALS  
22461 SHAW ROAD  
DULLES VA 20166  
CODE: [REDACTED] FACILITY CODE: [REDACTED]

18a. PAYMENT WILL BE MADE BY: CONSUMER PRODUCT SAFETY COMMISSION  
DIVISION OF FINANCIAL SERVICES  
4330 EAST WEST HWY  
ROOM 522  
BETHESDA MD 20814  
CODE: FMFS

TELEPHONE NO.  
 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>DUNS Number: [REDACTED]</p> <p>CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, EQUIPMENT AND MATERIALS TO INSTALL A BUILDING SAFETY MONITORING SYSTEM (BSMS) AT THE CONSUMER PRODUCT SAFETY COMMISSION NEW LABORATORY, LOCATED AT 5 RESEARCH PLACE, ROCKVILLE, MD 20852, IN ACCORDANCE WITH THE ATTACHED TERMS AND CONDITIONS AND THE GSA SCHEDULE.</p> <p>THIS AWARD INCORPORATES THE CONTRACTOR'S PROPOSAL DATED 29 JULY 2010 AS SUPPLEMENTED BY THE (Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA: 0100309DPS 2011 99930 EXFM004200 252Z0  
26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$519,348.00

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:

30. SIGNATURE OF OFFEROR/CONTRACTOR: *[Signature]*  
30a. NAME AND TITLE OF SIGNER (Type or print): ROBERT A. LINIC, DIV MGR  
30c. DATE SIGNED: 11/09/2010

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *[Signature]*  
31b. NAME OF CONTRACTING OFFICER (Type or print): KIM MILES  
31c. DATE SIGNED: 11-10-10

18 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	ADDITIONAL SUBMISSIONS DATED 02 SEPTEMBER 2010, 08 OCTOBER 2010 AND 08 NOVEMBER 2010.				
0001	DESIGN	1	LO	107,434.00	107,434.00
0001 AA	EQUIPMENT	1	LO	202,568.00	202,568.00
0001 AB	INSTALLATION	1	JB	121,540.00	121,540.00
0001 AC	TRAINING (Approximately ten (10) people or more)	1	LO	13,066.00	13,066.00
0001 AD	CALIBRATIONS AND COMMISSIONING	1	JB	74,740.00	74,740.00
	WARRANTY SHALL BEGIN ONE (1) YEAR AFTER THE COMPLETION OF THE SYSTEM INSTALLATION. DATES FOR OPTION YEAR(S) FOR MAINTENANCE SERVICE WILL BE INCORPORATED BY BILATERAL MODIFICATION.				
0002	FIRST (1ST) OPTION PERIOD - MAINTENANCE SERVICE OF BSMS - 12 MONTHS Continued ...	1	YR	12,312.00	12,312.00

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

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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 \_\_\_\_\_

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

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

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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT \_\_\_\_\_ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER \_\_\_\_\_ 41c. DATE \_\_\_\_\_

42a. RECEIVED BY (Print) \_\_\_\_\_

42b. RECEIVED AT (Location) \_\_\_\_\_

42c. DATE REC'D (YY/MM/DD) \_\_\_\_\_ 42d. TOTAL CONTAINERS \_\_\_\_\_

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS-35F-0226W/CPSC-F-11-0006

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3 13

NAME OF OFFEROR OR CONTRACTOR  
M C DEAN

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$0.00 (Option Line Item)				
0003	SECOND (2ND) OPTION PERIOD - MAINTENANCE SERVICE OF BSMS - 12 MONTHS Amount: \$0.00 (Option Line Item)	1	YR	14,725.00	14,725.00
0004	THIRD (3RD) OPTION PERIOD MAINTENANCE SERVICES OF BSMS - 12 MONTHS Amount: \$0.00 (Option Line Item)	1	YR	16,584.00	16,584.00
<p>The total amount of award: \$0.00. The obligation for this award is shown in box 26.</p> <p>Remittance address: M.C. Dean, Inc. PO Box 116581 Atlanta, GA 30368-6581</p>					

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Revise dated 4 Nov 2010

**STATEMENT OF WORK**  
**BUILDING SAFETY MONITORING SYSTEM (BSMS)**

**1. Description of Services**

a. The contractor shall provide all labor, materials equipment and general services in the form of a technical design procurement, to include installation, testing, acceptance, validation, training, maintenance, and calibrations for a new Building Safety Monitoring System (BSMS). The contractor shall accomplish this task in accordance with the specifications provided herein.

b. The contractor shall also comply with all of the current federal, state and local regulations including all safety a health requirement by Occupation Safety and Health Administration (OSHA) an all applicable practices, codes method and standards including but many not limited to:

ASTM - American Society of Testing Materials  
ABSI - American National Standards Institute  
NFPA – National Fire Protection Association  
NEC – National Electrical Code  
UL - Underwriters Laboratories

**2. Services and Prices:**

The Contractor shall provide pricing in accordance with block 20, Schedule of Supplies/Services for all contract line items (CLINs) 0001-0004 including all sub-CLIN(s).

**3. Background:**

a. The Consumer Product Safety Commission (CPSC) is a small, independent regulatory agency with the mission of protecting consumers from injury and death relating to 15, 000 different types of products under its jurisdiction. Though a small agency, CPSC often makes important news vital to keeping the consumer safe and aware.

b. The Consumer Product Safety Commission Laboratory is currently being used for conducting engineering analyses and testing of consumer products supporting the development of voluntary and mandatory standards through product safety assessments. It is the agency's goal to assess a wide variety of products by testing and evaluating to determine the cause of failure and the hazards that are presented. Products that are tested involve mechanical, electrical and combustion engineering as well as thermal and chemical analyses.

c. The CPSC through General Services Administration (GSA) and the facility owner is renovating an existing laboratory building located at 5 Research Place in Rockville, Maryland. This laboratory shall be responsible for conducting engineering analyses and testing of consumer products supporting the development of voluntary mandatory standards through product safety assessments.

d. The laboratory facility will include office space and designated testing laboratories for fire, combustion, electrical chemistry, fireworks mechanical and children products.

**4. Objectives:**

a. The objective of the work to be performed is as follows:

1. The BSMS provided and installed by the contractor shall be a comprehensive hazardous gas and radiation detection, warning and alarm management system to provide protection for personnel and the new laboratory facility. The laboratory facility will include office spaces and designated testing laboratories for fire, combustion, electrical, chemistry, fireworks, mechanical, and children's products.

2. The system will provide programmable alarm logic, event response and critical data retention to ensure all safety requirements are fully documented. The system will consist of an extensive modbus interface to differential scanning calorimetry systems connecting to multiple controllers that are linked to repeater display panels and a web server for remote real time 24 hour access.

3. The system should consider the following minimum types of elements and specifications\*:

\*NOTE: The specific numbers, types of detectors, and sensors will be fully determined during the system design phase by the contractor. The elements shown below are estimates based on the CPSC scientific and engineering staff's knowledge and judgment. The list is believed to represent the minimum quantity and types of elements that the BSMS would incorporate.

b. All alarms shall be programmable for two types of rising levels:

5- Oxygen depletion sensors

Range: 0-25% volume

Sensitivity: 10 seconds to 90% indication

2- Hydrogen Cyanide sensors

Range: 0-20 ppm

Sensitivity: less than 70 seconds to 90% indication

3- Hydrogen Chloride sensors

Range: 0-20 ppm

Sensitivity: less than 100 seconds to 90% indication

13-Combustible Gas sensors

Range: 0-99% lower explosive limit

Sensitivity: step to 50% within 10 seconds; recover to 10% within 45 seconds

Accuracy: +/- 3% of full scale or +/- 10% applied concentration

56-Carbon Monoxide sensors (20 will be located in the return air ducts)

Range: 0-1200 ppm

Sensitivity: less than 25 seconds to 90% indication

5- Radiation Detector sensors (alpha, beta, gamma and neutron capable)

2-Repeater display panels

5-Alarm enunciators that allow for multiple tones

5-Uniquely colored status lights for the following: system trouble, low level alarm, and high level alarm

c. The system shall serve as a secondary system for the carbon monoxide (CO) product testing laboratory in the event the local CO laboratory monitoring and personal safety systems fail. The contractor and their assigned staff shall have an understanding of all appropriate application of OSHA guidelines. Hazardous levels of combustible gases, oxygen deficiency and toxic gas sensors shall be tailored to specific concentration levels as desired for specific locations within the new laboratory facility. The radiation detection system shall be fully integrated into the gas monitoring system controllers, display panels, and alarms for detecting any possible inappropriate materials that may enter the facility.

d. The technical design shall be performed by a multi-disciplined team that shall be composed of personnel that is proposed by the contractor. The technical design shall include a review of the potential hazards to be based on CPSC provided information describing the facility operations and materials in use. Review, comments, and guidance shall be provided to the U.S. Consumer Product Safety Commission (CPSC) staff for approval to ensure proper form, fit, and function of the completed system. Upon design approval, the contractor shall procure, install, test and calibrate of all equipment for the BSMS. The

comments and guidance provided by the Contractor shall assist CPSC staff, building owners, and other contractors involved with the laboratory renovations.

e. The BSMS design shall require an incorporation and thorough understanding of the of systems for handling the heating, ventilation, and air conditioning (HVAC), mechanical exhaust ventilation, environmental chamber exhaust handling, plumbing supply, cooling systems, electrical power supply, and independent laboratory detection systems for fire and chemical protection. The contractor shall conduct all testing to ensure the installation, acceptance, and validation of the BSMS. The contractor shall provide training for CPSC staff and make written recommendations for the operations manual to ensure annual maintenance and calibration schedules of the BSMS. The contractor must cooperatively work with the CPSC staff, GSA staff, building owners, the building owner's agents and/or other contractors for the entire contract duration. The Contractor shall not currently or previously be involved in any litigation cases against the CPSC.

#### **5. Contract Type:**

This procurement is a firm-fixed price performance-based contract.

#### **6. Performance Work Statement:**

a. The contractor shall act independently, and not as an agent of the Government. 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."

Phase 1- The contractor shall meet with CPSC staff to discuss the current design concepts, performance requirements, needs, and capabilities of the BSMS. The contractor will discuss the preliminary CPSC staff design concepts, sensor layouts, and configuration for the BSMS for detecting CO and other toxic gasses throughout the facility as well as potential by-product material radiation from incoming samples. Suggestions on warning, alarm and reaction levels must be provided along with potential system and /or facility operating procedures.

Phase 2- The contractor shall conduct a review of the appropriate 95% Construction design package and provide a letter report of recommendations, comments, detailed schematics, and illustrations of the proposed sensor layout and placement of the BSMS with explanations to the CPSC Project Officer (PO) within thirty calendar days of receiving the 95% documentation. If requested, the Contractor must meet with the CPSC staff to discuss or clarify any aspect of the written report. The CPSC will have thirty calendar days to review and select the desired option(s) from the proposed layout(s).

Phase 3- The contractor shall provide the final technical design package that includes detailed schematics, annual maintenance recommendations, and calibration schedules within thirty days of receipt of the selected proposed layout option(s) from the CPSC PO.

Phase 4 - The contractor shall propose an installation plan and any desired test conditions that may be required prior to CPSC staff occupancy. The contractor must provide these recommendations in writing to the CPSC PO within one week of the completion of Phase 3.

Phase 5- The contractor shall provide the commissioning and calibrations of the BSMS. The contractor shall provide a written report within one week of the completion to the CPSC PO documenting the findings of the commissioning tests and note any deficiencies relative to the design specifications.

Phase 6- The contractor shall provide all required maintenance, calibrations, and CPSC staff training on the BSMS for a period of no less than one year from the CPSC PO receipt date of the written report as specified in Phase 3.

Phase 7 - The contractor shall continue to perform all required maintenance, calibrations and staff trainings on the BSMS to certify the optimal performance of the BSMS.

b. The contractor shall immediately bring to the Contracting Officer's (KO) attention of any hazardous materials or conditions not disclosed in the contract document discovered by or made known to the contractor during the performance of the contract.

c. The Government reserves the right to review and approve or disapproved all resumes of proposed contractor's personnel before performing any work on this contract.

**7. Schedule of Performance:**

Performance of work shall begin on the effective date of this contract and is not expected to extend beyond two (2) years after the date of award. A description of estimated work intervals are below and reflect the schedule provided by the building owner. This schedule may be subject to change.

Item	Time Frame
Task b. Initial Technical Design Package	1 weeks after the award
Task c. Completed Final Technical Design Package	2 weeks
Task d. Installation Plan	30 days
Task e. Commissioning and Calibrations	November 2010 – February 2011
Task f. Maintenance and Staff Trainings	March 2011
Task g. (Optional ) Certification of performance	TBD

\* All dates are subject to change and shall be incorporated in writing.

**8. Reporting Requirements:**

a. The contractor shall submit the following reports to the PO:

b. Letter reports of recommendations and comments must be emailed directly to the CPSC PO.

1Format – the report must be submitted as a PDF file.

2Content – the report must contain the following:

- i. Items reviewed.
- ii. List of any meetings, including any meeting notes.
- iii. Recommendations and comments on design.

**9. Delivery and Performance Schedule:** The following deliverable items must be performed or delivered in accordance with the following schedule:

a. System Design: The contractor shall have submitted a system design plan as part of the initial proposal package prior to award. This shall be the basis for the system installation

b. Installation Period: The contractor shall complete all installation and testing within 60 days after contract award.

c. Staff Training: To begin no later than 5 business days after installation and testing of all equipment and project is completed.

d. Manuals: Provide 1 copy of all manuals in binder form no later than the start of the Staff Training Period.

e. Weekly Status Report: At the conclusion of every week during the performance period, to be submitted by the contractor to the Project Officer.

f. Final written report: The final written report (Original and five copies), shall be submitted by the Contractor to the Project Officer on or before 14 calendar days after project completion.

g. Support: Onsite support with a 4 hour response time for 1 year following Installation and Acceptance.

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

Item	Quantity	Delivery & Performance
Initial Design as per Phase 2	1 each	30 days after the acceptance of 95% review package
Final Design as per Phase 3	1 each	30 days after the receipt of the selected proposed layout option(s) from the CPSC PO
Installation Plan as per Phase 4	1 each	1 week after the completion of this Task d
Commissioning Report as per Phase 5	1 each	1 week after the completion of Task e

**10. Quality Control:**

a. The contractor shall develop and maintain a quality control program that is in accordance with the performance work statement and the commonly accepted commercial practices. The contractor shall also develop and implement a plan that will ensure that the state-of-the-art Building Safety Monitoring System that will support all of the objectives that have been identified in paragraph 5. At a minimum the contractor shall develop a quality control procedure that addresses the areas identified in the performance work statement.

b. The contractor shall identify at least one individual who will be responsible for the day-to-day work performed and shall oversee quality assurance and any issues regarding contract performance. That individual, or individuals, so designated must be available to respond to questions from CPSC regarding the contract.

c. The contractor shall be responsible for ensuring that all personnel performing under this contract comply with the security considerations of CPSC, as detailed by the Project Officer

**11. Government-Furnished Materials:**

The Government will provide the Contractor with the following:

a. 95% of the construction design package for review (expected on or about March 23, 2011). Pending placement of this contract CPSC may provide the 100% Final Government approved Construction Document package

b. CPSC will provide the contractor with on-site working space and access to the Rockville Laboratory and all adjacent areas, if necessary.

**12. Performance Measures:**

Acceptable performance is indicated by the completion of all installation and testing within the designated period of performance.

**13. Travel for Contractor:**

All travel cost associated in the performance of this contract shall be incorporated in the contractors total price. No separate cost for travel will be accepted.

**14. Payment Schedule:**

Payments shall be made in accordance with the sub/contract line items as specified in the Schedule of Supplies/Services (page 2).

**15. 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 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).

#### **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: Rudi M. Johnson at (301) 504-7028]

#### **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.

**16. Abbreviations:**

Building Safety Monitoring Systems .....	BSMS
Carbon Monoxide .....	CO
Consumer Product Safety Commission .....	CPSC
General Services Administration .....	GSA
Heating Ventilation and Air Conditioning .....	HVAC
Project Officer .....	PO

**17. LC 5A Contracting Officer's Technical Representative (COTR) Designation:**

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

Name: Ms. Kristina Ebersole  
Division: Laboratory of Sciences (LSE)  
Telephone: 301-

b. The CPSC COTR 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 COTR 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.

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.

**18. LC 13 Insurance**

a. In accordance with the Federal Acquisition Regulation (FAR), Subparts 28.301 and 28.307-2, and Clause 52.228-5 of this contract entitled "Insurance-Work on a Government Installation," 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.

(4) Insurance Clause. The Contractor shall present evidence of insurance coverage in Compliance with (1), (2) and (3) above within fifteen calendar days of award.

## **19. LC 32 STANDARDS OF CONDUCT**

1. Government contractors must conduct themselves with the highest degree of integrity and honesty.

Contractors shall have standards of conduct and internal control systems that:

- a. Are suitable to the size of the company and the extent of their involvement in Government contracting,
- b. Promote such standards,
- c. Facilitate timely discovery and disclosure of improper conduct in connection with Government contracts, and
- d. Ensure corrective measures are promptly instituted and carried out.

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

The contractor shall provide, for all employees:

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

**20. LC 33 Contractor Personnel**

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

**21. FAR 52.245-1, ALT 1 GOVERNMENT PROPERTY (JUNE 2007)** is incorporated by reference.

**22. 52.228-5 Insurance-Work on a Government Installation. (Jan 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

**23. 52.217-8 Option to Extend Services (Nov 1999)**

The government may require continued performance of any services within the limits and at the rates specified in the contract. 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.

**24. 52.217-9 - 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

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

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