

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1 REQUISITION NUMBER REQ-4000-16-0004		PAGE OF 1 8	
2 CONTRACT NO. GS-00F-026CA		3 AWARD/ EFFECTIVE DATE 08/02/2016		4 ORDER NUMBER CPSC-F-16-0071		5 SOLICITATION NUMBER CPSC-Q-16-0055	
6 SOLICITATION ISSUE DATE 07/12/2016		7. FOR SOLICITATION INFORMATION CALL: a NAME Renita Smith		b. TELEPHONE NUMBER (No collect calls) 301-504-7045		8 OFFER DUE DATE/LOCAL TIME	
9 ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814				10 THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE % FOR			
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> 8(A) SIZE STANDARD			
11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12 DISCOUNT TERMS Net 30		13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15 DELIVER TO CONSUMER PRODUCT SAFETY COMMISSION OFFICE OF HAZARD ID & REDUCTION 4330 EASTWEST HIGHWAY ROOM 702 BETHESDA MD 20814				16. ADMINISTERED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814			
17a. CONTRACTOR/ OFFEROR ABSG CONSULTING INC 16855 NORTHCHASE DRIVE HOUSTON TX 77060-6006		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18a. PAYMENT WILL BE MADE BY CPSC Accounts Payable Branch AMZ 160 P. O. Box 25710 Oklahoma City OK 73125		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO		20. SCHEDULE OF SUPPLIES/SERVICES		21 QUANTITY		22 UNIT	
		DUNS Number: [REDACTED] Contracting Officer's Representative (COR): Treye Thomas Email: tthomas@cpsc.gov Tel: (301)987-2560 Contractor shall provide all personnel and materials necessary to conduct Risk Assessment Training services for the Consumer Product Safety Commission during the performance period of September 20, 2016 through September 22, 2016 in <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
						23 UNIT PRICE	
						24 AMOUNT	
25 ACCOUNTING AND APPROPRIATION DATA 0100A16DSE-2016-2577700000-EXHR004000-252K0				26 TOTAL AWARD AMOUNT (For Govt Use Only) \$33,024.00			
27a SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4. FAR 52 212-3 AND 52 212-5 ARE ATTACHED ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29 AWARD OF CONTRACT DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Rudi M. Johnson		31c. DATE SIGNED 8/3/2016	

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	<p>accordance with GS-00F-026CA and the attached terms and conditions.</p> <p>Risk Assessment Training Twenty-four (24) individuals 1 LOT = 3 days</p> <p>The total amount of award: \$33,024.00. The obligation for this award is shown in box 26.</p>	1	LO	33,024.00	33,024.00

32a QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c DATE	32d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
		32g E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33 SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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
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 (<i>Print</i>)		
41b SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c DATE	42b RECEIVED AT (<i>Location</i>)		
			42c DATE REC'D (<i>YY/MM/DD</i>)	42d TOTAL CONTAINERS	

Performance Work Statement
Risk Based Decision Making Training

1. DESCRIPTION OF SERVICES

The contractor shall all personnel and materials necessary to provide Risk Based Management assessment training services for the U.S. Consumer Product Safety Commission (CPSC) staff. This three day training shall provide the staff basic risk assessment and risk management skills, with specific application to and examples of consumer products under the CPSC's jurisdiction, along the lines of established Risk Based Decision Making Guidelines, qualitative and quantitative analytic techniques and identifications of data resources, use of risk assessment tools, and workshop effort that will focus on tool selection and breaking down examples into tool frameworks.

2. CONTRACT TYPE

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

3. BACKGROUND

As guided by the Consumer Product Safety Act (CPSA), the Consumer Product Safety Improvement Act (CPSIA) and as guided by Executive Order (EO) 12866 and Circular A-4, the CPSC is responsible for conducting analyses of risk to consumers from a wide range of products and implementing measures to address risk found to be unreasonable. Participating organizations in this training will be the Office of Hazard Identification and Reduction (EXHR), the Office of Import Surveillance (EXIS) and the Office of Compliance (EXCE).

EXHR is responsible for managing the CPSC's Hazard Identification and Analysis (HIA) Program and its Hazard Assessment and Reduction (HAR) Program. The Office develops and implements the agency's annual operating plan for those two hazard programs. The operating plan generally includes the following activities: (1) collection and analysis of data to identify hazards and hazard patterns; (2) coordination of and participation in the activities of voluntary standards organizations; (3) technical work and research related to the agency's rulemaking proceedings; (4) technical work and laboratory testing to support Hazard Reduction, Compliance, and Import Surveillance programs; and (5) evaluation of petitions submitted to the Commission. The Office has line authority over the Directorates for Epidemiology, Health Sciences, Economic Analysis, Engineering Sciences, and Laboratory Sciences.

The CPSC's Office of Import Surveillance (EXIS) coordinates with the U.S. Department of Homeland Security's Customs and Border Protection (CBP) to prevent violative or hazardous products from entering the United States. CPSC investigators are co-located at select ports of entry to target and screen incoming shipments of consumer products. The CPSC also collaborates with CBP at the Commercial Targeting and Analysis Center (CTAC) to implement

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national operations designed to optimize the federal government's response to product risk at importation.

The Office of Compliance and Field Operations conducts compliance and administrative enforcement activities under all administered acts, provides advice and guidance on complying with all administered acts and reviews proposed standards and rules with respect to their enforceability. The Offices' responsibilities also include identifying and addressing safety hazards in consumer products already in distribution, promoting industry compliance with existing safety rules, and conducting administrative litigation. In addition the office reviews consumer complaints, conducts inspections and in-depth investigations and analyzes available data to identify those consumer products containing defects posing a substantial risk of injury or which do not comply with existing safety requirements.

4. PERFORMANCE OF WORK

The Contractor shall provide the following training assembled from established training courses, but tailored for Consumer Product Safety Commission issues:

Overview of Risk Based Decision Making
Basic Concepts of Risk Assessment
Risk Assessment Tools and Selection

4.1 COURSE DESCRIPTION

The contractor shall assemble and perform the course for 3 single days with the following objectives:

Present elements of Risk Based Decision Making, with specific application to and examples of consumer products under the CPSC's jurisdiction, including decision framework, risk assessment, risk management, impact assessment, and risk communication. The contractor shall identify data sources used by the Consumer Product Safety Commission and demonstrate qualitative and quantitative assessment techniques using the data sources. The contractor shall provide risk assessment training, with examples of consumer products under the CPSC's jurisdiction, using the following tools:

Fault trees

Event trees

HazID

Failure modes, and

Effects analysis

Mastering tool selection and decomposing problem into tool framework.

This training shall be for twenty-four (24) CPSC personnel.

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4.2 DELIVERABLES.

The contractor shall provide a 3-day course of instruction to 24 technical staff, including binders with presentation and reference materials for each attendee.

5. PERIOD OF PERFORMANCE

The period of performance shall be September 20, 2016 through September 22, 2016.

6. GOVERNMENT-FURNISHED MATERIALS/EQUIPMENT

The CPSC will provide a suitable classroom, a color electronic projection device with sound capability (or computer speakers), a screen and a whiteboard or flipchart with markers. CPSC will also provide relevant guidance to staff pertaining to the use of Risk Based Decision Making.

End of Performance Work Statement

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. Do NOT include Taxpayer Identification Number (TIN) on invoices sent via e-mail.
3. Invoice date.
4. Invoice number.
5. The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods or services.
6. Description, price and quantity of goods or services actually delivered or rendered.
7. Shipping cost terms (if applicable).
8. Payment terms.
9. Other substantiating documentation or information as specified in the contract or purchase order.

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10. Name, title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

U.S. Mail
Enterprise Service Center, c/o CPSC, Accounts Payable Branch, AMZ-160
PO Box 25710
Oklahoma City, Ok. 73125

FEDEX
Enterprise Service Center, c/o CPSC, Accounts Payable Branch, AMZ-160
6500 S. MacArthur Blvd.
Oklahoma City, Ok. 73169

OR

Via email to:

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

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor.

Inquiries regarding payment should be directed to the Enterprise Service Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, 405-954-1693.

C. PAYMENT

Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in "Billing Instructions," except as follows:

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to Caleb Pierce at 405-954-1693 or at the U.S. Mail and Fedex addresses listed above:

Complaints related to the late payment of an invoice should be directed to Ricky Woods at the same the same address (above) or 405-954-5351.

Customer Service inquiries may be directed to Adriane Clark at AClark@cpsc.gov.

D. INSPECTION & ACCEPTANCE PERIOD

Unless otherwise stated in the Statement of Work or Description, the Commission will ordinarily inspect all materials/services within seven (7) working days after the date of receipt. The CPSC representative responsible for inspecting the materials/services will transmit disapproval, if appropriate, to the contractor

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and the contract specialist listed below. If other inspection information is provided in the Statement of Work or Description, it is controlling.

E. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Renita Smith at (301) 504-7045

F. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

The Purchase Order/Receiving Report (Optional Form 347 or Standard Form 1449) must be completed at the time the ordered goods or services are received. Upon receipt of the goods or services ordered, each item should be inspected, accepted (partial or final) or rejected. The Purchase Order/Receiving Report must be appropriately completed, signed and dated by the authorized receiving official. In addition, the acceptance block shall be completed (Blocks 32 a, b & c on the SF 1449 and column G and page 2 of the OF 347).

The receiving report shall be retained by the requesting office for confirmation when certifying invoices.

G. PROPERTY/EQUIPMENT PURCHASES

In the case of Purchase Orders/Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Purchase Order/Receiving Report must also be immediately forwarded directly to the Property Management Officer (Constantia Demas) in the Facilities Management Support Services Branch (Room 425). The transmittal of Purchase Orders/Receiving Reports to the property management officer is critical to the integrity and operation of CPSC's Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

LC 5 Contracting Officer's Representative (COR) Designation

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

Name: Treye Thomas

Division: Hazard Identification and Reduction

Telephone: 301-987-2560

Email: tthomas@cpsec.gov]

b. The CPSC COR is responsible for performing specific technical and administrative functions, including:

(1) performing technical evaluation as required;

(2) assisting the Contractor in the resolution of technical problems encountered during performance; monitoring the Contractor's technical progress, including surveillance and assessment of performance, and notifying the Contracting Officer within one week when deliverables (including reports) are not received on schedule in accordance with the prescribed delivery schedule; and

(3) inspection and acceptance of all items required by the contract.

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c. The COR, who may be personally liable for unauthorized acts, is not authorized to and shall not:

(1) make changes in scope of work, contract schedules, and/or specifications, or to make changes that affect price, quality, quantity or delivery,

(2) direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and

(3) make commitments or changes that affect price, or take any action that commits the Government or could lead to a claim against the Government.

d. This delegation is not redelegable and remains in effect during the period of performance of the contract.

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

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