

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1 REQUISITION NUMBER REQ-2400-17-0047		PAGE OF 1 7			
2 CONTRACT NO GS-35F-0511T		3 AWARD/EFFECTIVE DATE 06/29/2017		4 ORDER NUMBER CPSC-F-17-0034		5 SOLICITATION NUMBER		6 SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:			a NAME Derrick Braswell			b. TELEPHONE NUMBER (No collect calls) (301) 504-7310		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				CODE FMPS		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE % FOR			
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		NAICS:  SIZE STANDARD:	
11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12 DISCOUNT TERMS Net 30		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b RATING		14 METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15 DELIVER TO CONSUMER PRODUCT SAFETY COMMISSION OFFICE OF INFORMATION SERVICES 4330 EASTWEST HIGHWAY ROOM 839-23 BETHESDA MD 20814				CODE EXIT		16. ADMINISTERED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814			
17a CONTRACTOR/OFFEROR EC AMERICA 8444 WESTPARK DRIVE SUITE 200 MCLEAN VA 22102				CODE		18a. PAYMENT WILL BE MADE BY CPSC Accounts Payable Branch AMZ 160 P. O. Box 25710 Oklahoma City OK 73125		CODE FMFS	
TELEPHONE NO.									
<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 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	23. UNIT PRICE	24. AMOUNT
		DUNS Number: Contracting Officer Representative (COR) Shiny Varghese Email: SVarghese@cpsc.gov Tel: 301-504-7542  The contractor shall provide the following software licenses and maintenance services for a period of June 29, 2017 through June 28, 2018 in accordance with the GSA Schedule GS-35F-0511T and the attached terms and conditions. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA 0100A17DSE-2017-1332800000-EXIT002400-25710						26 TOTAL AWARD AMOUNT (For Govt. Use Only) \$81,244.00			
<input type="checkbox"/> 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.			
<input type="checkbox"/> 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.			
<input type="checkbox"/> 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.						<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER 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) Cassandra C. Sterba			31c. DATE SIGNED 4-27-17	

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	Part Number: MAINT-PERP- NAMED-USER Appian Business Process Management (BPM) (Maintenance for Perpetual Named User. Price is per user per year.)	200	EA	406.22	81,244.00
0002	TEMPO USER LICENSE Read Only Tempo User License	100	EA	0.00	0.00
The total amount of award: \$81,244.00. The obligation for this award is shown in box 26.					

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 (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

**CLAUSES: All GSA schedule contract terms and conditions are incorporated in this order.**

**LC1A CONTRACTOR'S NOTE**

Deliveries and/or shipments shall not be left at the Loading Dock. **All deliveries shall be considered "inside deliveries"** to the appropriate room at the Consumer Product Safety Commission (CPSC) and in accordance with the instructions below. When scheduling deliveries the purchase order number shall always be referenced and all packages shall clearly display the Purchase Order Number on the outside of the cartons and/or packages, to include the packing slip.

**ATTENTION GOVERNMENT VENDOR**

**A. DELIVERY INSTRUCTIONS:**

**1. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:**

If the shipment or item being delivered requires use of a loading dock, advance notification is required. The contractor shall contact the Shipping and Receiving Coordinator at 301-892-0586 or Constantia Demas (301) 504-7544 forty-eight (48) hours in advance of the date the items are to arrive to schedule use of the loading dock.

**LOADING DOCK HOURS OF OPERATION:**

9:00 am to 11:00 am or 1:30 pm to 4:00 pm  
Monday through Friday (except holidays)

Please notify contact person if there is a change in the delivery date. For changes, delays, or assistance please contact CPSC as follows:

Facilities Management Support Services (301) 504-7091 and

The COR – Shiny Varghese, COR at 301-504-7542

Upon arrival, the driver should contact the CPSC Guard, 301-504-7721, at the loading dock to obtain assistance in using freight elevators and to gain access to CPSC security areas.

**2. DELIVERY INSTRUCTION FOR SMALL ITEMS**

When delivering or shipping small items, the contractor and/or carrier service shall report to the 4th floor lobby, North Tower, 4330 East West Highway, to sign in with the CPSC guard. Upon completion of signing in, the contractor shall deliver all shipments to the Mail Room, Room 410. After delivery, delivery personnel shall promptly depart the building.

## MAIL ROOM HOURS OF OPERATION:

Monday through Friday (except holidays) – 7:30 am to 5:00 pm

## B. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. **Do NOT** include Taxpayer Identification Number (TIN) on invoices sent via e-mail.
3. Invoice date.
4. Invoice number.
5. For Contracts on Form OF347 - The contract or purchase order number on the Form OF347 shall include the purchase order number indicated in blocks #2 and #3.
6. For Contract on Form SF1449 - The contract or purchase order number on the Form SF1449 shall include the purchase order number and /or Task number indicated in blocks #2 and #4. For Example: CPSC-D-17-0012/0003
7. Description, price and quantity of goods or services actually delivered or rendered.
8. Shipping cost terms (if applicable).
9. Payment terms.
10. Other substantiating documentation or information as specified in the contract or purchase order.
11. 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:

PREFERED: Via email to:

[9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov](mailto:9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov)

OR

**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

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, [9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov](mailto:9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov).

**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 [9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov](mailto:9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov) 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](mailto: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 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: Derrick Braswell, Contract Specialist at (301) 504-7310

#### **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: Shiny Varghese

Division: Office of Information Services

Telephone: 301-504-7542

Email: [SVarghese@cpsc.gov](mailto:SVarghese@cpsc.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.

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.

**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. These 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 15 days.

(End of clause)