

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM				1. REQUISITION NUMBER REQ-2700-11-0002		PAGE OF <i>Handwritten: 1 of 1</i>	
2. CONTRACT NO. CPSC-D-11-0002				3. AWARD/ EFFECTIVE DATE 04/26/2011		4. ORDER NUMBER 0001	
				5. SOLICITATION NUMBER CPSC-Q-11-0011		6. SOLICITATION ISSUE DATE 03/14/2011	
7. FOR SOLICITATION INFORMATION CALL:				a. NAME Rudi Johnson		b. TELEPHONE NUMBER (No collect calls) 301-504-7028	
						8. OFFER DUE DATE/LOCAL TIME ET	
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 ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ EMERGING SMALL BUSINESS ☐ SOLE SOURCE ☐ 8(A) NAICS: 484210 SIZE STANDARD: \$23.50	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐ 13a.		13b. RATING	
15. DELIVER TO CONSUMER PRODUCT SAFETY COMMISSION FACILITIES MGMT & SUPPORT SVCS 4330 EAST WEST HIGHWAY ROOM 520-01 BETHESDA MD 20814		CODE TSFS		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 HOFFBERGER MOVING SERVICES LLC 1406 SHOEMAKER ROAD BALTIMORE MD 21209		CODE CPSC-D-11-0002		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF FINANCIAL SERVICES 4330 EAST WEST HWY ROOM 522 BETHESDA MD 20814	
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
	DUNS Number: XXXXXXXXXX THE CONTRACTOR SHALL PROVIDE ALL TRANSPORTATION, SUPERVISION, LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE MOVING SERVICES FOR THE CONSUMER PRODUCT SAFETY COMMISSION (CPSC) STAFF AND PROPERTY IN ACCORDANCE WITH THE GSA SCHEDULE AND THE ATTACHED STATEMENT OF WORK (SOW). THIS ACTION CONSTITUTES THE AWARD OF THE BASIC CONTRACT AND FIXED PRICED TASK ORDER 0001. ADDITIONAL TASK ORDERS MAY BE NEGOTIATED BY <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA 0100309DPS-2011-9993000000-EXFM002400-25220						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$53,811.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			
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 <i>4-26-11</i> 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) <i>Kim Miles</i>			
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Kim Miles	
						31c. DATE SIGNED 4-26-11	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	MUTUAL AGREEMENT BETWEEN THE GOVERNMENT AND THE CONTRACTOR AT A LATER DATE. MOVING SERVICES - FROM: 10901 DARNESTOWN ROAD, GAITHERSBURG, MARYLAND TO: 5 RESEARCH PLACE, ROCKVILLE, MARYLAND Obligated Amount: \$53,811.00 The total amount of award: \$53,811.00. The obligation for this award is shown in box 26.	1	JB	53,811.00	

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

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL☐ FINAL☐ COMPLETE☐ PARTIAL☐ 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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Rev-4/1/2011

STATEMENT OF WORK FOR MOVING SERVICES

1. INTRODUCTION:

The U.S. Consumer Product Safety Commission's (CPSC), Division of Laboratory Science is relocating its staff and facilities from its existing Gaithersburg location at 10901 Darnestown Road. All CPSC Laboratory shall move to the Rockville Campus, located at 5 Research Place, Rockville, Maryland 20850.

2. OBJECTIVE:

A. The objective of this contract is to provide full moving services of all CPSC Laboratory Sciences personnel and all government property to the designated location cited within the statement of work. Government property shall include but not limited to safes, boxes, storage shelving, storage media, filing cabinets, office equipment boxes, lab equipment, machine tools machining centers, mobilize gantry cranes, Recreational Off-Highway Vehicle (ROV)/All Terrain Vehicle (ATV) and other equipment.

B. The contract shall also provide clean up and disposal services of all excess equipment and materials. This contract may include additional moving task services to be mutually agreed upon between the Government and the contractor.

3. CONTRACT TYPE:

This is a firm-fixed price, indefinite delivery, indefinite quantity, performance based contract for services in accordance with the GSA schedule. Performance shall be measured in accordance with standard moving practices.

4. TASK ORDERS:

A. Individual Tasks Order Assignments will be forwarded in writing to the contractor by the Contracting Officer. The basic contract includes Task Order 0001. Task Order 0001 constitutes the move from 10901 Darnestown Road, Gaithersburg, Maryland to 5 Research Place, Rockville, Maryland 20850.

B. Additional task orders may be established as a result of this contract award. If additional services are required; the Government will issue a request for quotation with a statement of work to the contractor. The contractor shall be required to submit a pricing and technical proposal in response to the request for quotation. Upon completion of any necessary negotiations, the Government will issue a firm fixed price task order for the requested services. The contractor is not authorized to commence work on a task until a task order is issued.

C. Before submitting a quotation, the contractor shall take into consideration the amount and character of work to be done and the difficulties involved in its proper execution. Include and quantify in your quotation all costs that are deemed proper and

sufficient to cover any contingencies essential to the relocation as specified. All labor, equipment, supervision and materials not specified in your quotation, yet necessary to complete the job are deemed part of the Scope of Work and are included in the quoted price.

D. Task orders, including task 0001 will be fixed-price in nature. The fixed price of the written estimate is binding upon the contractor.

5. SERVICES AND PRICES:

The contractor shall provide a firm-fixed price in accordance with block 20, contract Line Item 0001, Schedule of Supplies/Services for relocation from 10901 Darnestown Road, Gaithersburg, Maryland to 5 Research Place, Rockville, Maryland 20850.

6. PERFORMANCE WORK STATEMENT

A. GENERAL MOVING REQUIREMENTS:

1. The contractor shall provide all necessary transportation, supervision, labor, materials, equipment and services to provide high quality commercial moving services to execute the successful and timely move of the Consumer Product Safety Commission Laboratory Sciences Offices and Laboratory spaces.

2. All property shall be protected from inclement weather during the operational procedures of loading and unloading. All property shall be moved in closed trucks or trailers.

3. The contractor shall disassemble and reassemble all equipment, including shelving, lab equipment and transport all property as required and any additionally specific laboratory equipment as described in the following subparagraphs for specific laboratory equipment. Property requiring disassembly and reassembly shall be left in the same condition it was prior to disassembly. The contractor shall be responsible for repairing or replacing any property damaged during disassembly, transport or reassembly. Typical items that may require disassembly include, but are not limited to: lab equipment, shelving units and storage racks. The Government will be responsible for all electrical, mechanical and plumbing hook-up preparations of all equipment for moving as noted in the listing below. For some delicate laboratory instruments and equipment, CPSC Laboratory staff will prepare them ahead of time or be available to prepare them accordingly as delineated in the sub-paragraphs below. A complete listing of all laboratory equipment to be moved shall be made available to the contractor. (See Attachment #IV)

4. A detailed equipment listing (See Attachment IV), floor and space drawing (Attachment V) for the CPSC Rockville Campus will be provided to support the move planning. The contractor shall be responsible for the placement and exact positioning (at destination) of the samples, furniture, lab equipment and all other items per the

construction drawings for 5 Research Place as directed by CPSC. The contractor shall secure and pay for any and all permits (if applicable) required in accomplishing CPSC's move and comply with all state and federal laws pertaining to movers.

5. The contractor shall provide floor protection for floors in the hallways, laboratories, and office areas at all space. The contractor shall be responsible for the protection of existing structure and finishes of walls, doors, and floors to prevent damage at both the of old and new sites. The contractor shall provide corrugated cardboard, corner protectors shall be provided. (Areas requiring protection will be determined by CPSC at pre-move meetings). Wheels of dollies shall be free of grease, tar and similar matter. The contractor shall be solely responsible for removal of any move-related debris at all origin and destination locations and shall remove packing crates and boxes from the premises each day after every move.

6. The contractor shall be responsible for the placement of equipment and boxes, as indicated on floor plans, directional signs and placards placed in the new facility. All pieces must be positioned as specified. The contractor shall provide placement assistance to correct any furniture placements that do not correspond to the placards.

7. The contractor shall provide bubble wrap and moving cartons for all computers, fax machines, and other office area equipment prior to moving from the current location and unwrap upon arrival at its destination after located in the proper space/room at the new location and then remove wrappings from the premises. The contractor shall not be required to plug or unplug any office area equipment. The Government will pack and move all related equipment. Computer systems, monitors, printers, plotters and other related items that are located in the laboratory spaces at 10901 Darnestown Road are not considered office area equipment, but are considered laboratory equipment.

8. The contractor shall be liable for any and all external and internal damages to equipment and other items and loss of property. The Government will alert the contractor of such damages or loss of property and the cost of repair or replacement within 14 calendar days of the movement of property, if necessary. The extent of the contractor's liability shall be measured by repair or replacement cost, whichever is less. The contractor shall reimburse the Government within 30 calendar days of submittal of claim.

9. The Government will take care of the packing and unpacking of non-fragile contents of drawers in the labs (items like tools, plastic-ware, tubing, gloves, etc.), representing approximately half of the cabinet contents in Building H, all of the contents in Buildings F, G, and C.

10. The Government will have ready for packing by the contractor of various small equipment on bench-tops.

11. The Government will pack staff offices and associated paper files into the

contractor's supplied boxes. The contractor shall advise the Government as to whether or not to seal office area boxes or whether contractor desires to inspect them before sealing.

12. The Government will have the original equipment manufacturer pack and move the PANalytical XRF (C44) and the JEOL-DART-MS (C51) from Building H. The contractor shall not be responsible for this equipment.

13. The Government will prepare the Faxitron Xray machine located in Building C for moving by the contractor.

14. The 10 foot tall and 20 foot tall gantry cranes located outside will be broken- down into primary components by the Government and shall be moved by the contractor.

15. The HAAS CNC Mill in Building E (MS1) shall require the use of a head stabilization frame to lock the head into place and stabilize the unit. The Government requires the use of a Haas qualified rigger to break down the CNC Mill and re assemble it at 5RP. The contractor is responsible for meeting this criterion.

B. SPECIFIC MOVING REQUIREMENTS:

1. CHEMISTRY LABORATORY-

a. The contractor shall pack all of the chemicals and unpack them into specified locations, such as bench-tops and chemical storage cabinets. The Government will provide assistance about chemical identification and compatibility, but the contractor shall have their own experts to pack according to Department Of Transportation regulations for moving chemicals, hazmat materials and equipment. This includes the chemicals in the wall-mounted cabinets as well as those in flammable storage cabinets, under hoods, and in acid and base storage cabinets in buildings A, C, E, F, G, and H.

b. The contractor shall pack all chemistry lab glassware in Building H and Building A and unpack to specified locations in Rooms 132-139 at 5 RP, such as bench-tops and storage cabinets as designated by CPSC Staff and in Rooms 121 and 124 (Building A items).

c. The Government will pack and unpack all non-fragile contents of drawers located in the labs (items like tools, plastic-ware, tubing, gloves, etc.) to include all of the contents located in Building(s) F, G, and C.

d. The Government will be responsible for the disconnection of the chemistry glassware washer located in Building H.

2. MECHANICAL LABORATORY –

a. The Government will disassemble and prepare the large testing machines in Building G, Mechanical Lab (helmet impactors, large scale cycle test frames and instron). The Government will disassemble the large scale cycle tester D19 and Shaker D107) into smaller units to allow for moving by the contractor.

3. MACHINE SHOP -

a. The contractor shall be responsible for the machine shop which has several drawers and cabinets of machine tools, end mills, collets, etc. The cabinet drawers and shelves with tool holders shall be wrapped/protected to prevent damage to individual bit or cutter.

4. GAS BUILDING -

a. The Government will disconnect all sample and test gas lined and power for the 8 analyzer racks in Building G (CO19s) – Racks are filled with significant numbers of analyzers from Thermo Scientific that are individually valued at \$30-40k each– CPSC estimates each rack systems with all analyzers, valve and flow control instruments and power supplies to be valued at approximately \$200k each.

5. POOL AND SPA TEST AREA (PSSA) -

a. Several components of the existing PSSA test facility will be removed from the system by the Government and shall be identified for moving to 5RP location. This includes data acquisition equipment, flow meters, pumps, winch , components inside of the tanks, various other components that are tagged and equipment and supplies in the shed and in the pump room. The Government will disconnect and pack shed and pump room contents, which includes 4 pool pumps, data acquisition equipment and computers, the Danfoss VFD, flow meters, mounted sample drain fittings, and the hair drive assembly. A shock sensor will be enclosed in the shipping boxes. All unpacking will be performed by the Government.

6. SENSITIVE EQUIPMENT-

a. The Government will provide extensive assistance in the technical aspects of disassembling and preparation for crating/moving for sensitive instruments as discussed in the following paragraphs. All items will have a shock/impact sensor attached to them.

b. The contractor shall place shock sensors on several moving sensitive pieces of CPSC mechanical testing equipment. This includes the CNC Mill (MS-1) in Building E, The MTS Q-test tension/compression unit in Building G (\$30k), the Bose cylinder (20K) and solenoid assembly in Building G, the Playground surfacing impact machine (D15 in Bldg G)(\$15K), the Faro Arm unit in Building G (90k), the tall and

short impactor rails (30K), including the strap elongation machine in G (D2, D3, D5) (5k).

c. The following component items will be carefully packed and moved due to their sensitivity by the contractor: the MTS computer, shaker digital equipment, shaker linear motor, screw actuator, and the BOSE digital controller/computer. The Government will be available to identify each item that will require separate packaging for the move.

d. CPSC has a wide variety and quantity of sensitive load cells in Building G – approximately 20 that will be identified and will include shock sensors.

7. DOLLAR VALUE OF SPECIALIZED SENSITIVE EQUIPMENT -

a. ICP-MS and auto-sampler and associated chiller in Building A (cost of the equipment, \$180K) – CPSC has the original crate for the ICP-MS that will be used for moving;

b. ICP-OES and auto-sampler and associated chiller in Building H (cost of whole setup, \$90K) –but no shipping crates;

c. 2 Microwave Digesters, Building H (cost of each about \$20k) ;

d. 2 GC/MS instruments in Building H (Agilent and Thermo) with their associated vacuum pumps and auto-samplers – The Government will shut down and separate components and reconnect at 5RP (cost of each setup about \$120K);

e. Thermo handheld XRFs in Building H (~6) – The Government will pack them and their test stands in their travel cases. (Value of each set, approximately \$40k);

f. Thermo FT/IR in Building H – The Government will disassemble the sensitive components and identify what needs to be carefully packaged and reassembly (cost of unit, \$60K);

g. Varian HPLC in Building H – The Government will disassemble the components and reassembly (cost \$60K);

h. Viscometer and temperature bath in Building H (value \$30K);

i. Flash-point tester and chiller in Building H (value \$30K),

j. Dionex Ion Chromatography system in Building H (value \$30k).

k. CPSC will assist in the re-crating of the XOS HDXRF into existing packing materials (cost of unit \$70K);

l. Surge tester in Building C is valued at \$80k and is self contained on wheels. There are 3 oscilloscopes on carts that are valued at \$30k each also in Building C. The Government has a shipping crate for the lighter test fixture in Building C that will be made available and the Government will be available to advise on crating the tester. Approximately 12 table top test fixtures in Building C mechanical lab area will need to be packaged and transported carefully to avoid damage. The Government will identify each of these items that require separate packaging for the move.

- m. CPSC has approximately 15 high precision bench top scales (Mettler, Toledo, Sartorius) that will need to be prepped for moving – these scales range in value from \$3000-\$10000. The Government will be available to identify each of these items that require separate packaging for the move.

C. SITE LOCATIONS :

It is the contractor's responsibility to verify all of the site conditions prior to the relocations.

1. CPSC, 10901 Darnestown Road, Building (s) A,B,C,E,F,G,H,I (partial), Sea containers, Module Storage Building and several Outdoor Test Areas (GDOTC, PSSA), Gaithersburg, Maryland 20878 and CPSC, Rockville Campus, 5 Research Place, Rockville, Maryland 20850.

a. Loading Access - Access is via loading dock with one (1) roll-up door and three (3) ground level roll-up doors. Loading access and use during the move are scheduled through CPSC. Access is via ground level for Laboratory and loading dock for SSF with ground level as well.

2. New Locations- CPSC, Rockville Campus, 5 Research Place, Rockville, Maryland 20850.

a. Loading Access - via loading dock with one roll-up door and 3 ground level roll-up doors.

D. COORDINATION WITH CPSC:

1. The contractor shall participate in planning meetings prior to and during the move process. The first project planning meeting will occur within a week after award of the contract with all CPSC Moving Team Representatives.

2. The project planning meeting agenda are to include the following information provided by the contractor.

- Proposed project management structure
- Proposed methods of project communication
- Proposed project schedule approach
- Proposed procedures
- Proposed services
- Proposed property protection
- Proposed list of employees and social security numbers and verification of a state police background check for each one

3. The contractor shall be required to perform a walk through, with a

representative of CPSC, to inspect the condition of the current location and the property to be moved, and the condition of the destination location and to determine any moving routes. Any existing damage or unusual conditions shall be documented and a report provided to CPSC. Similarly, a post move walk-through and report will be required. Any damages incurred shall be the responsibility of the contractor.

E. PROJECT MANAGER:

1. The contractor shall designate an on-site Project Manager who will be solely assigned to this relocation. Responsibilities include overseeing, coordinating and administering all aspects of the project and serving as a single point of contact for its duration. The Project Manager shall be available at all times to CPSC and shall attend pre-move logistics meetings as required by CPSC. The individual shall be responsible for day-to-day management of the scheduled activities and must be on-site during all moves; this person is expected to serve as the primary point of contact for communication with CPSC during move activities. The individual shall be qualified and experienced in the managing of similar scale projects. The individual shall have full authority to act on the contractor's behalf.

2. The contractor shall provide the name, cell phone number and resume of the Project Manager who shall have the responsibility for Task Order 0001 and any future Task Orders. The manager and supervisors shall not be reassigned without prior consent of CPSC.

3. Project management support is crucial to the successful coordination of CPSC's moving efforts and therefore a back- up point-of-contact, with similar qualifications and experience, is mandatory and shall be approved in advance by the CPSC. The contractor shall provide an overview of their proposed project management structure and the administrative support.

7. PERIOD OF PERFORMANCE:

This contract will be in place from April 26, 2011 through April 25, 2012. Task Order 0001 shall begin on the day after planning meeting and services shall be completed by May 16, 2011. The service start date for task order 0001 may be adjusted if required, due to unanticipated events and shall be mutually agreed upon between the government and the contractor. All moving services for task order 0001 shall occur between 7:00 am and 6:00 pm, Monday through Friday. Extended hours shall be permitted with prior approval from the Project Officer for weekdays up until 8:00pm and weekends from 6:00 am until 8:00 pm. Performance dates and times for any future task orders shall be specified in individual task order.

8. CONTRACTOR FURNISHED PROPERTY:

A. The contractors shall furnish all required packing materials to include, but not limited to, the following materials:

Packing crates
Crane and/or rigging equipment
Security ties for packing crates
Cardboard packing cartons for office area and laboratory area equipment and materials
Color-coded packing labels
Dollies for cardboard boxes
Plastic zip-lock bags to transport a key board try, mouse and computer cables, approximately (14"x 24")
Cordless, rechargeable drills and other tools
Bubble wrap to wrap breakables
Shrink wrap
Paper wrap
Packing tape
Moving quilts
Crating

9. SECURITY REQUIREMENTS

A. The contractor shall comply with all levels of security required for this task order, including, but not limited to:

B. Personnel clearances as required by CPSC: The contractor shall provide satisfactory proof of a police background check for all personnel assigned to CPSC's relocation prior to the start of work. The contractor is also required to provide the following information prior to the start of work: full name, address, date of birth and social security number of all personnel assigned to CPSC's relocation. All personnel working on CPSC premises will be required to present valid identification upon request. Personnel may be required to sign in and out when entering or exiting CPSC premises. The contractor shall be required to use the same pool of employees throughout the entirety of the project. Under no circumstance will the Contractor use temporary employees for this project.

C. The contractor shall require all employees to wear identifying shirts so that contractor personnel are readily identifiable. In addition, all contractor personnel shall be equipped with safety shoes, rainwear, and other safety equipment to obtain access to Government premises. Supervisors should be easily distinguished from other contractor employees. Additional access guidelines and/or security requirements may be issued by CPSC upon start of the move activities.

10. 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.

11. CONTRACTOR'S RESPONSIBILITY:

A. All contractor personnel are required to act in a courteous and professional manner while on government premises. The Government reserves the right to require the removal by contractor Project Managers of any contractor employee who is found to be using profanity, harassing government employees, appears to be under the influence of alcohol or other substances, or acting in any manner that is deemed unacceptable by the government.

B. The contractor shall be responsible for maintaining standards of employee competencies, conduct, appearance, integrity, and sobriety, and shall be responsible for taking such disciplinary action as may be necessary. The contractor shall ensure their employees do not engage in unauthorized use of Government property, and not open desk drawers or cabinets unless authorized. All persons employed in the performance of this contract shall, while on premises, comply with all building regulations. Eating, drinking, and smoking are prohibited inside CPSC facilities. The CPSC move coordinator(s), or a designated representative, may require the contractor to remove an employee from the building/facility should it be determined that the individual is not suitable to work on Government property. The contractor shall ensure that its employees do not engage in unauthorized use of the Government telephones, and do not open drawers or cabinets unless authorized.

C. Full-time supervisors shall be furnished by the contractor at both the loading and unloading points during the entire move. Supervisors shall be easily distinguished from the other move employees. The contractor shall possess cellular phones to communicate with the CPSC Project Manager, the contractor's Project Manager, Project Supervisors and truck drivers.

D. Building Inspections:

1. The contractor shall be responsible for inspecting the existing location and new locations with a CPSC representative before and after the move for the purpose of determining any damage to property.

2. The contractor is solely responsible for reimbursing CPSC for cleaning and repairing, to CPSC's satisfaction, any damages caused by the contractor's employees during the move; this includes cleaning and repairing, walls, floors, aisle ways, elevators, and any other part of the building to the satisfaction of CPSC. Only environmentally safe and acceptable products and methods shall be employed by the contractor at both loading and unloading points during the entire move.

E. Responsibilities for Government Property –The contractor assumes full

responsibility for replacement value, and shall indemnify the Government for any and all loss or damage of any nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in its custody and care under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of contractor, any subcontractor, or employee, agent, or representative of contractor or subcontractor.

F. Hold Harmless and Indemnification Agreement- The contractor shall save and hold harmless and indemnify the Government against any and all liability, claims, and cost of any kind and nature for injury to or death of any person (s) and for loss or damage to any property occupancy, use, service, operation, or performance of work under the terms of this contract resulting in whole or in part from the negligent acts or omissions of the contractor, any subcontractor employee, agent, or representative of the Contractor or subcontractor.

G. Damage to Government Property from Cause other than the contractor's Negligence – Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits or any insurance the contractor may carry which provides for indemnification for loss or destruction of, or damage to Government property. The contractor shall do nothing to prejudice the Government's right to recover against third parties for loss, destruction of, or damage to Government property, and upon request of the Contracting Officer shall, at the Government's expense, furnish to the Government reasonable assistance and cooperation (including assistance in the prosecution of suit and execution of instruments of assignments in favor of the Government) in obtaining recovery.

H. Notwithstanding any other provisions of this contract, the Government shall in no event be liable or responsible for any injury or damage to any person or property arising from any action of the contractor, its employee or agents, including but not limited to the operation of motor vehicle or other equipment, in performing any services for the Government.

12. GOVERNMENT INSPECTION OF WORK

CPSC project officer is responsible for the day-to-day inspection and monitoring of the contractor's work. The responsibilities of the project officer inspectors include, but are not limited to: inspecting the work to ensure compliance with contract requirements; documenting, through written inspection reports, the results of all inspections conducted; following through to assure that all defects or omissions are corrected; recommending deduction from contract payment for non-performance or unsatisfactory performance; conferring with representative of the contractor regarding any officer in carrying out his/her responsibilities. None of this diminishes the contractor's overall responsibility for overseeing the project and complying with the performance work statement.

13. 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 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.

14. 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 the Rachelle Coleman, Accounting Officer at (301) 504-7404 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) or (301) 504-7130.

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 CONTRACT

Contact: Rudi Murray-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.

REV 4/1/2011

ATTACHMENT I

15. CLAUSES

LC 5B PROJECT OFFICER DESIGNATION

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

Name: Jim Shupe
Division: Facilities Management & Support Services Branch
Telephone: (301)424-6421 ext 156
Email: jshupe@cpsc.gov

Or

Name: Iris Parks, Chief
Division: Facilities Management & Support Services Branch
Telephone: 301-504-7078
E-mail: iparks@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 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.

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.

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.

WAGE DETERMINATION

Wage Determination Number # 2005-2103, revision number 10, dated 06/15/2010 is hereby incorporated in this solicitation and made a part of the resultant contract.

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 26 April 2011 through 25 April 2012.

(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 one (1) task order, 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 ten (10) delivery task orders;

(2) Any order for a combination of items in excess of N/A [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within one (1) day 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 30 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)

52.217-8 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.

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

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52-237-1 SITE VISIT (Apr 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Site Visit Date: 21 March 2011 @ 11:00 am
Location: Consumer Product Safety Commission
Sample Storage Facility
10901 Darnestown Road
Gaithersburg, Maryland 20878
And
Rockville Campus
5 Research Place
Rockville, Maryland 20850

It is imperative that potential quoters participate in the site visit and all pre-bid meeting and tours to fully understand the nature and scope of the move including movement of heavy equipment, sensitive analytical laboratory equipment and chemicals, flammables and consumer fireworks samples.

52.222-41 Service Contract Act of 1965. (Nov 2007)