## SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

**OFFER TO COMPLETE BLOCKS 12, 17, 23, 24, 25**

### 1. REQUISITION NUMBER
- REQ-2600-14-0137

### 2. CONTRACT NO.
- GS03F0029P

### 3. AWARD
- Effective Date: 09/22/2014

### 4. ORDER NUMBER
- CFSC-F-14-0087

### 5. SOLICITATION NUMBER
- CFSC-Q-14-0245

### 6. SOLICITATION ISSUE DATE
- 09/18/2014

### 7. FOR SOLICITATION INFORMATION CALL:
- **NAME:** Rudi Johnson
- **TELEPHONE NUMBER:** 301-504-7028
- **LOCATION:** Bethesda MD 20814

### 8. ISSUED BY
- Code: FMPS

### CONSUMER PRODUCT SAFETY COMMISSION

**DIV OF PROCUREMENT SERVICES**
4330 EAST WEST HWY
ROOM 517
BETHESDA MD 20814

### 9. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- **CODE:** EXFS

### 10. DISCOUNT TERMS
- Net 30

### 11. DELIVER TO
- **CODE:** FMPS

### 12. SHORT Terms
- **CODE:** FMPS

### 13. PAYMENT WILL BE MADE BY
- **CODE:** FMPS

### 14. METHOD OF SOLICITATION
- RFQ

### 15. ADMINISTERED BY
- CONSUMER PRODUCT SAFETY COMMISSION
DIVISION OF FACILITIES SERVICES
4330 EAST WEST HWY
ROOM 517
BETHESDA MD 20814

### 16. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

### 17a. CONTRACTOR/ OFFEROR
- **NAME:** TECHNIARTS ENGINEERING LLC
- **ADDRESS:** 8639-B SIXTEENTH STREET
- **PMB:** 236
- **CITY:** SILVER SPRING MD 20910

### 17b. ADDRESS FOR ADDENDUM
- CONSUMER PRODUCT SAFETY COMMISSION
DIVISION OF FACILITIES SERVICES
4330 EAST WEST HWY
ROOM 522
BETHESDA MD 20814

### 17c. TELEPHONE NUMBER
- 301-504-7846

### 19. SCHEDULE OF SUPPLIES/SERVICES

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DUNS NUMBER</th>
<th>CONTRACTING OFFICER REPRESENTATIVE</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>COR: DOUGLAS BROWN EMAIL: <a href="mailto:DBROWN@CFSC.GOV">DBROWN@CFSC.GOV</a> TEL 301-504-7846</td>
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</tbody>
</table>

**CONTRACTOR SHALL PROVIDE ALL EQUIPMENT, LABOR, AND MATERIALS NEEDED TO FURNISH, INSTALL AND INTEGRATE AUDIO- VISUAL SYSTEM EQUIPMENT FOR THE CONSUMER PRODUCT SAFETY COMMISSION HEARING AND CONTROL ROOMS LOCATED AT 4330 EAST-WEST HIGHWAY,**

(Use Reverse and/or Attach Additional Sheets as Necessary)

### 20. ACCOUNTING AND APPROPRIATION DATA
- **FUNDING:** OAA0A1406E-2014-9994400000-EXFSR-C0000-313AO
- **AMOUNT:** $92,000.00

### 21. TOTAL AWARD AMOUNT (For Govt. Use Only)
- **AMOUNT:** $92,000.00

### 22. AWARD OF CONTRACT:
- **OFFER DATED:** 9/23/14
- **YOUR OFFER ON SOLICITATION:** BLOCK 5, INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS PER TERMS AND CONDITIONS

### 30c. NAME OF CONTRACTING OFFICER (Type or print)
- Kim Miles

### 31d. DATE SIGNED
- 9/23/14

**AUTHORIZED FOR LOCAL REPRODUCTION**

**PREVIOUS EDITION IS NOT USABLE**

*STANDARD FORM 1449 (REV. 7/2013)*

*Prepared by GSA - FAR (48 CFR) 52.212*
4TH FLOOR, BETHESDA, MARYLAND IN ACCORDANCE WITH
THE ATTACHED STATEMENT OF WORK AND WITH THE GSA
SCHEDULE.

0001    FURNISH, INSTALL AND INTEGRATE AUDIO-VISUAL
SYSTEM AS INDICATED HEREIN.

The total amount of award: $92,000.00. The
obligation for this award is shown in box 26.
STATEMENT OF WORK

1. Description of Services

The Contractor shall provide all labor, materials and equipment necessary to furnish, install and integrate equipment on attachment 1 with the existing Audio-visual system located at the Consumer Product Safety Commission, Hearing Room.

2. Contract Type

This procurement is a firm-fixed price contract.

3. Purpose:

The U.S. Consumer Product Safety Commission (Commission) conducts public hearings to receive views from all interested parties about the Commission’s agenda and priorities. The Commission’s Hearing Room was built in 1992 and the current facilities have become outdated and inoperable. Therefore, the current system requires upgrades and replacements to provide efficient and functional audiovisual system functions.

The Audio Visual systems will be for use by the Commission in their main hearing room. The system will be used for hearings, markups, receptions and other events held by the Commission and its staff.

The purpose of this system is to allow the Commissioners, witnesses, audience, staff and press, to clearly and effortlessly, hear all proceedings, by amplifying speech and via the playback of other pre-recorded and live source materials. In addition to sound reinforcement, the system shall support assistive listening systems for ADA compliance, videoconferencing, teleconferencing and a video camera system for internal distribution via the Commission’s CCTV system. The AV system will also include a video presentation system for display of computer video, playback of prerecorded sources as well as the videoconferencing feed.

4. Statement of Work

Independently, and not as an agent of the Government, the Contractor shall provide labor, materials, equipment and services to perform the work set forth below. Work under this Contract includes all labor, materials, tools, equipment, supervision and coordination necessary to complete the installation of high quality audio and video systems, in excellent working order, as described in this statement of work (SOW). The services shall be in accordance with good engineering practice, to maintain the systems throughout the warranty period. Except as provided in Section 8, “Government Furnished Equipment and Supplies”. The system shall include, all equipment listed on attachment 1, CPSC AV equipment list and the following major items:

a. Audio mixers, equalizers, amplifiers, program sources, microphones and other signal processing equipment;
b. Network equipment;
c. Loudspeakers and loudspeaker mounting, aiming, rigging, and support hardware;
d. Video cameras, lenses, and video system control equipment;
e. Video projectors, displays, screens, AV switchers, interfaces and other video presentation equipment;
f. Equipment racks, cabinetry and other furniture;
g. System accessories;
h. Cable, connectors, adapters, plates, panels, transformers, and other interface devices.

The Contractor shall also provide:

a. Installation in accordance with the manufacturer's recommendations and all applicable code and legal requirements.
b. Initial tests and adjustments, demonstration for approval, final adjustments, and any required documentation.
c. Manuals – the contractor shall provide two (2) copies of all operation manuals in binder form no later than the start of the Staff Training.
d. Staff Training – the contractor shall provide one-time hands on training session to approximately three (3) CPSC staff on proper use of the Audio Visual System upon completion of the accepted installation. Training shall begin no later than 5 business days after installation and testing of all equipment.

c. Standard system Warranty.

The Contractor shall remove obsolete and/or unreliable equipment and cabling:

i. All equipment determined by the Contracting Officer's Representative (COR) to be obsolete and unreliable, shall be removed by the contractor in order to install and integrate the new equipment.

j. All cable determined by the COR to be old and/or unusable, shall be removed and replaced by the contractor with new wiring and cable.

k. The contractor shall replace two CRT TV’s with new two 70” LED flat panel TV’s.

l. The Contractor shall install all replacement components.

5. Period of Performance.

Performance of work shall begin on September 29, 2014 and continue through March 31, 2015.

6. Reporting Requirements. The Contractor shall submit the following reports to the Project Officer

a. Biweekly Status Reports
b. Format – the report shall be e-mailed to the COR
c. Content – the report must contain the following:
7. **Delivery or Performance:** The following deliverable item must be performed or delivered in accordance with the following schedule:

   a. Bi-weekly Status Report - Every two weeks during the performance period, to be submitted by the contractor to the Contracting Officer’s Representative the following Monday after completion of each bi-weekly period.

8. **Government-Furnished Equipment and Supplies**

   a. CPSC will provide the contractor with on-site working space and access to the Hearing Room, control room, 410C, Room 420 and adjacent areas.

9. **Quality Control:**

   a. The contractor shall develop and maintain a quality control program that is in accordance with the statement of work and commonly accepted commercial practices.

   b. The contractor must 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 the COR regarding the contract. Responses to questions shall be provided in writing, if requested, with twenty-four (24) hours.

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

10. **LC 1A 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) 366-7018 or Mr. Jim Shupe, Services Management Officer at (301) 504-7085, 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 : LaJuan Haire (301) 504-7880
Administrative Services Specialist: Ron Welch (301)504-7091
Audio Visual Production Specialist: John McGoogan (301)504-6956
and
Contracting Officer Representative (COR): Mr. Douglas Brown (301)504-7846

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 516.
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. 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 of 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.

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 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

11. LC 5A Contracting Officer's Representative (COR) Designation

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

Name: Mr. Douglas Brown
Division: Facilities Services
Telephone: 301-504-7846

b. The CPSC COR 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 COR 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.

12. 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.

13. 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.

    End of Clause

14. 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.