

2 CONTRACT NO: GS-23F-0006M
3 AWARD/EFFECTIVE DATE: 09/29/2015
4 ORDER NUMBER: CPSC-F-15-0092
5 SOLICITATION NUMBER: CPSC-Q-15-0079
6 SOLICITATION ISSUE DATE: 08/07/2015

7. FOR SOLICITATION INFORMATION CALL: **Greg Grayson**
a. NAME: Greg Grayson
b. TELEPHONE NUMBER (No collect calls): 301-504-7725
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: UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 EDWOSB
 B(A)
 NAICS 541330
 SIZE STANDARD: \$4.5

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):
13b. RATING:
14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: CONSUMER PRODUCT SAFETY COMMISSION
OFFICE OF HAZARD ID & REDUCTION
4330 EASTWEST HIGHWAY
ROOM 702
BETHESDA MD 20814
CODE: EXHR

16. ADMINISTERED BY: CONSUMER PRODUCT SAFETY COMMISSION
DIV OF PROCUREMENT SERVICES
4330 EAST WEST HWY
ROOM 523
BETHESDA MD 20814
CODE: FMPS

17a. CONTRACTOR/OFFEROR: SOUTHWEST RESEARCH INSTITUTE
6220 CULEBRA RD
SAN ANTONIO TX 78238-5166
CODE: [REDACTED] FACILITY CODE: [REDACTED]

18a. PAYMENT WILL BE MADE BY: CPSC Accounts Payable Branch
AMZ 160
P. O. Box 25710
Oklahoma City OK 73125
CODE: FMFS

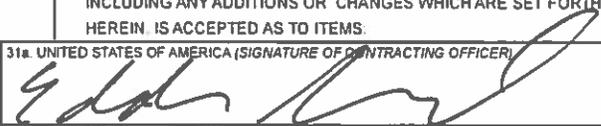
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	DUNS Number: [REDACTED] Contracting Officer Representative: Han Lim HLim@cpsc.gov (301) 987-2327 The Contractor shall provide all necessary personnel, labor and services required to perform evaluation and testing on consumer gas range control panels in accordance with the attached Statement of Work, terms and conditions, and GSA (Use Reverse and/or Attach Additional Sheets as Necessary)				

25 ACCOUNTING AND APPROPRIATION DATA: 0100A15DSE-2015-2333500000-EXHR004000-252H0
26 TOTAL AWARD AMOUNT (For Govt. Use Only): \$141,008.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.
 29. AWARD OF CONTRACT DATED _____ OFFER 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: [REDACTED]
 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): Eddie Ahmad
 31c. DATE SIGNED: 9/29/15

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	<p>contract# GS-23F-0006M.</p> <p>The period of performance shall be from September 29, 2015 through June 28, 2016.</p> <p>Any changes in the terms and conditions of this contract shall be made only by written agreement of the parties and signed by the CPSC Contracting Officer.</p> <p>The Contractor shall evaluate and test gas range control panel in accordance with the attached Statement of Work.</p> <p>The total amount of award: \$141,008.00. The obligation for this award is shown in box 26.</p>	1	LO	141,008.00	141,008.00

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

STATEMENT OF WORK

A. Introduction

The U.S. Consumer Product Safety Commission (CPSC) staff is investigating electronic control panel assembly operations on gas ranges. Numerous reported hazardous gas range and gas oven incidents are associated with malfunction of the electronic oven controls, which reportedly cause the oven to function unpredictably. These reported incidents are believed to be most prevalent on free standing gas range unit. CPSC is interested in researching range functions that may be associated with electronic control panel erratic operations, including (1) oven air ventilation located at the rear of the cook top and directly beneath the electronic oven control panel and (2) gas range unit operation creating noise inference with the electronic control panel signals. The testing laboratory shall accomplish a series of tasks to document temperature profiles and communication logic signal, along with the performance of specific components when the gas range is used in consumer use conditions.

B. Objective

Under this contract, a testing laboratory shall conduct a series of tests representing consumer gas range appliance use of oven operation conditions and surface burner use. The tests shall be conducted with three exemplar free standing gas range appliances. The laboratory tests shall accomplish a series of tasks to record; (1) thermal temperature profiles at various locations on the gas range when the unit is operated in higher temperature range functions (2) the electronic oven control panel voltage signal and any electromagnetic disturbances (3) the associated performance of components exposed to higher temperatures and high voltages, such as electronic oven control panel assembly components and some internal and external oven surfaces, and (4) functional performance of the range if error codes or failures occur with the electronic oven control assembly.

C. Contract Type

This procurement is a firm fixed price contract.

D. Description of Services

The tasks outlined in this contract include testing of three representative consumer free standing gas ranges models at the highest oven bake and broil temperature setting for a prescribed time with a series of top surface burners ignition actions and period of continual rear burner operation (Tasks A &B) and a self-clean cycle as prescribed by the manufacturer's instructions with a series of top surface burners ignition actions (Task C).

Test Set-Up –

The surface temperature of the consumer gas range appliance can be influenced by the adjacent wall and cabinet surfaces. Set up of the gas range shall be configured similar to a consumer's installation of a free standing range, where the rear and sides of the range are in close proximity to wall and cabinets. The test set up shall include some surfaces to mimic wall and cabinet material, if possible. Recommended distances from the rear wall to account for the pipe stub and shut-off valve can be two inches or best fit according to the manufacturer's instructions. Recommended distance of cabinet width is thirty inches or best fit and according to the manufacturer's instructions.

Consumer installation of gas ranges shall conform to local codes or, to the latest edition of National Fuel Gas Code ANSI Z223.1, and the latest edition of National Electrical Code ANSI/NFPA No.70. These codes shall be considered in the gas appliance installation. Electrical power shall also consider the owner's manual, which typically requires 120-volt, 60 Hertz, and dedicated circuit protected by a 15-amp to 20-amp circuit breaker. Grounding of the appliance typically occurs by a three-prong grounding plug which plugs into a standard three-prong grounding wall receptacle. The appliance rating plate voltage shall be considered for the electrical ignition systems, as test may be conducted at 85 to 110% of this rated voltage. The installation for natural gas fuel supply shall also reflect the owner's manual. Installation shall include a Canadian Standards Association (CSA) certified flexible metal appliance connector shall be used to connect the appliance's pressure regulator to the gas supply pipe/shut off valve. The gas pressure regulator supplied with appliance shall be used. The quality of the flame on the oven's bake and broil setting and the surface burners shall be checked visually for proper blue flame and lift distance appearance. Burner flames can be adjusted where necessary.

Data Recording –

The high heat or humidity conditions may be creating electronic oven control panel circuitry or assembly component issues that result in erratic oven controls. In each bake, broil, and self-clean high temperature test, the ranges shall be instrumented to record temperature data at regular intervals and at least 10 times per minute with thermocouple or other temperature sensor equipment capable of at least ± 2.5 degree F through the range of recorded temperature, or as agreed upon. These sensors shall be located in several locations:

- Within the central oven cavity,
- Between the external oven cavity and near the upper insulation barrier,
- The external upper and rear surface of the unit ,
- Within the oven exhaust air vent,
- On the external lower front surface of electronic control panel touch pad and near the bottom of the circuit board, and
- Within the electronic oven control panel and near the printed circuit board.

Noise or disturbances may be creating undesirable logic signals in the electronic oven control panel. The disturbances are believed to be transient and appear in certain conditions. Noise from within the gas range unit may be caused by either thermal disturbance in the control panel circuitry or from the introduction of high voltage disturbances from the electrode spark at the top surface burners. The logic signal amplitudes in voltage shall be determined prior to the initiation of the tests. In addition, there is some uncertainty in the noise range related to the electronic control panel communication signal. The expected noise shall not exceed the ratings of the digital electronic measuring equipment. .

In each bake, broil, and self-clean high temperature test, the ranges shall use digital electronic devices for recording the electronic control panel voltage level signals at regular intervals and at least 15 times per minute, with equipment capable of at least ± 1000 mVAC through the testing, or as agreed upon. The spark module, an electronic device that produces high-voltage electrical pulses to facilitate ignition of the gas, shall also be investigated. The electronic control panel voltage recording shall occur at the input signal to the control panel, but may be required in more locations.

The temperature and voltage data for all sensors shall record simultaneously. The Contractor shall send written notification to the Contracting Officer Representative (COR) if the temperature and voltage data for all sensors cannot be recorded simultaneously in Tasks A-C. The Contractor

shall send a written plan for any time lapse of data logging outside the prescribed test period of Tasks A-C. The data shall begin recording at least 2 minutes before and after the initiation of the test. Testing should proceed with COR and contractor agreement on the written plan and the COR written reply to proceed with testing.

Record of Examination of Components-

Prior to and after all tests, the condition and functionality of the electronic control panel touch surface, the printed circuit board, insulation material, wiring and other assembly components, if needed, shall be recorded to determine the influence of the heat and control logic signal disturbances generated from the test. The rated temperature of the electronic oven control panel, components and insulation is needed. The appliance and control panel assembly rated voltage and amperage is also needed. This information can be found either on the range markings or researched online from components part numbers.

Record of Observation of Components

During testing, control panel functionality on the gas range unit shall be observed and recorded for any erratic or spontaneous operation that may include the unit turning on without operator input, error codes, the control panel becoming inoperable and the inability to turn off the oven operation, or the oven increasing to high temperatures without operator input.

CPSC staff members may be present during the laboratory testing. The test results of the gas range units are considered CPSC proprietary and confidential data; the Contractor shall not share the results or data without written consent from the Contracting Officer Representative (COR).

Independently, and not as an agent of the Government, the Contractor shall furnish all necessary personnel, materials, services, and facilities to perform the work set forth below; except as provided in Section H, "Government Furnished Equipment/Supplies."

The contractor shall complete the testing in the sequence of higher temperature bake conditions, higher temperature broil conditions, and self-clean. The three tests are outlined below as tasks.

Task A. The Contractor shall conduct testing of three different free standing gas ranges at the highest oven bake temperature setting for a period of three hours while operating the ignition of the surface burners and the additional heat and humidity generated from rear burner operation.

1. In this test, the three supplied gas ranges shall be instrumented to continuously record temperature data and electronic control panel voltage signal and signal disturbances as described in Section D.
2. Some period after the start of the oven high temperature bake test, 10 top surface burner ignition actions with at least four seconds at the ignition setting shall occur at each burner. If four top surface burners exist, this would create a total of 40 ignition actions. The spark module for the surface burners is an electronic device that may produce 2-4 high-voltage electrical pulses per second during ignition. Ignition voltage noise disturbance at the control panel assembly may be recorded at the input communication voltage signal during these ignition attempts. The sequence of top surface ignition series shall occur at the left rear burner, left front surface burner, the right rear surface burner, and then the right front surface burner. The left and right rear surface burners can be left on for the duration of the three hour test in Task A (3).
3. The rear burners shall be in use to simulate consumer surface cooktop heat and humidity conditions. These surface burners shall be used at medium/high settings with cookware sized to the burner diameter, uncovered and filled with water.

4. During testing, observational or recorded data shall monitor the response of the electronic controls for ramp up of the oven temperature, error codes on the control panel, or other unexpected responses.
5. After test, the condition of the electronic control panel touch surface, the printed circuit board, insulation material, and other components, if needed, shall be compared to the original condition to determine the influence of top surface burner ignition actions and the heat generated from the test.

Task B. The Contractor shall conduct testing of three different free standing gas ranges at the highest oven broil temperature setting for a period of one hour while operating the ignition of the surface burners and the additional heat and humidity generated from rear burner operation.

1. In this test, the three supplied gas ranges shall be instrumented to continuously record temperature data and electronic control panel voltage signal and signal disturbances as described in Section D.
2. Some period after the start of the oven high temperature broil test, 10 top surface burner ignition actions with at least four seconds at the ignition setting shall occur at each burner. If four top surface burners exist, this would create a total of 40 ignition actions. The spark module for the surface burners is an electronic device that may produce 2-4 high-voltage electrical pulses per second during ignition. Ignition voltage noise disturbance at the control panel assembly may be recorded at the input communication voltage signal during these ignition attempts. The sequence of top surface ignition series shall occur at the left rear burner, left front surface burner, the right rear surface burner, and then the right front surface burner. The left and right rear surface burners can be left on for the duration of the one hour test in Task B (3).
3. The rear burners shall be in use to simulate consumer surface cooktop heat and humidity conditions. These surface burners shall be used at medium/high settings with cookware sized to the burner diameter, uncovered and filled with water, or as agreed upon.
4. During testing, observational or recorded data shall monitor the response of the electronic controls for ramp up of the oven temperature, error codes on the control panel, or other unexpected responses.
5. After test, the condition of the electronic control panel touch surface, the printed circuit board, insulation material, and other components, if needed, shall be compared to the original condition to determine the influence of top surface burner ignition actions and the heat generated from the test.

Task C. The Contractor shall conduct testing of three different free standing gas ranges on the self-clean setting while operating the ignition of the surface burners.

1. In this test, the three supplied gas ranges shall be instrumented to continuously record temperature data and electronic control panel voltage signal and signal disturbances as described in Section D.
2. Some period after the start of the self-clean test, 10 top surface burner ignition actions with at least four seconds at the ignition setting shall occur at each burner. Ignition voltage noise disturbance at the control panel assembly may be recorded at the input communication voltage signal during these ignition attempts.
3. During testing, observational or recorded data shall monitor the response of the electronic controls for ramp up of the oven temperature, error codes on the control panel, or other unexpected responses.
4. After test, the condition of the electronic control panel touch surface, the printed circuit board, insulation material, and other components, if needed, shall be compared to the original condition to determine the influence of top surface burner ignition actions and the heat generated from the test.

E. Deliverable Documents

For each separate test configuration and setup, the Contractor shall provide the following:

1. A dimensional drawing of the test set up including the location of the gas delivery, location and materials used adjacent to the range to replicate typical cabinet and wall installation in consumer's homes.
2. The gas range appliance installation set up. The component and installation set up details shall be according to power requirements in Section D. List the gas pipe supply pressure, and the gas components/connections from the gas pipe to the appliance, the electrical power connections/components from the circuit breaker to the appliance. The gas range appliance rating plate voltage and measured range of the AC voltage input of the electronic control panel signal shall be provided. Also, each gas range sample shall describe the bake, broil and burner flame appearance including any adjustments according to the requirements in Section D.
3. An electronic file of the thermocouple or other thermal sensor rating with temperature range, the placement of the sensors, and raw data files of recorded temperature including the uncertainties. The temperature data from Tasks A, B and C shall be plotted with explanations of graphed data.
4. An electronic file of the oven control panel voltage signal with mVAC range, the location of the recordings, and raw data files of signal voltage. The control panels signal voltage along with any induced noise or thermal disturbances from Tasks A, B and C shall be plotted with explanations of graphed data.
5. A final test report that includes details of the performed tests in section D Tasks A-C, the observations and recorded results of the temperature and communication voltage signals, the influence of these factors on the control panel assembly and other components effected by the heat, humidity, or voltage signal disturbance and observations during testing.

F. Reporting Requirements

The Contractor shall submit the equipment and material set up, the testing instrumentation of the range, the data acquisition system, and the test data results. The contractor shall also report the rated temperature, voltage, current or other indicated ratings of the electronic oven control components and insulation. This information can be found either on the range markings or researched online from component part numbers. Other test set up and capabilities shall be reported as drafted in Sections D and I. All information shall be compiled in a final report with appendices. In addition the data files shall be provided as outlined in Section I. Deliverable documents shall be submitted to the Contracting Officer Representative (COR) at:

Susan Bathalon
U.S. Consumer Product Safety Commission
5 Research Place
Rockville, MD 20850
sbathalon@cpsc.gov

- Format – The results of the contractor testing shall be provided in Microsoft Excel spreadsheet format for the electronic files and word document format for test reports.

- Content – The final test report shall include the results obtained from Section D Tasks A-C, with adherence to the Section D.

G. Period of Performance

The period of performance shall be from September 29, 2015 through June 28, 2016.

H. Deliverables or Performance

Upon award of the contract, the CPSC COR shall ship the materials and equipment, as presented in Section I, to the test laboratory. The CPSC COR shall telephone the contractor to initiate discussion of the potential test dates that allow for shipment of the equipment and possible travel by the CPSC staff to the laboratory. The finalized test schedule shall be decided through conference call discussions that shall occur no later than 20 business days after award of the contract. Equipment testing shall not exceed ninety (90) days. The ninety day performance testing start date shall be confirmed by the CPSC COR in writing after receipt of the contractor’s written acknowledgement that the shipped gas range samples and materials for testing have been received. Performance schedule is as indicated below:

DELIVERY/PERFORMANCE SCHEDULE

	Item	Quantity/Method	Delivery & Performance
1.	Initial discussions of Contract requirements and Testing.	Conference call	Not to exceed 5 business days after award of contract.
2.	Finalize Test Methods and Schedule.	Conference call	Not to exceed 20 business days after award of contract
3.	Contact CPSC COR to confirm performance start date of Test Schedule.	Written email correspondences confirming receipt of shipped material and acknowledgement of performance start date.	Upon receipt of the shipped material and not to exceed 90 days after shipment receipt.
4.	The Contractor shall submit a draft of the final test report to the CPSC COR for review and comment.	Email	Within 14 calendar days of task completion in Section D.
5.	The CPSC COR will provide written comments on the draft test report to the Contractor	Email	Within 14 calendar days after receipt of the draft test report
6.	The Contractor shall revise and submit the final test report to the CPSC COR	Email	Within 14 calendar days after receipt of COR comments
7.	Inspection and Acceptance	The final report will be reviewed by the CPSC COR.	Within 14 calendar days after receipt of the final report.

8.	Prepare and return all government property	Repackage gas range units in accordance with industry best practice	Within 30 calendar days of COR acceptance of final test report
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I. Government (CPSC) and Contractor Provided Materials/Equipment

- a) CPSC furnished equipment/materials: CPSC staff shall provide three CSA listed free standing gas range units with manufacturer supplied pressure regulators.
- b) Contractor furnished equipment/materials:
 - i) The Contractor shall provide instrumentation equipment including all thermal sensor devices within +/- 2.5 degree Fahrenheit error of the actual temperature, or as agreed upon, the equipment to record, capture and interpret the sensor data into a temperature reading.
 - ii) The Contractor shall provide electrical and natural gas supply in adherence with Section D. This includes connections of the gas ranges as described in Section D, included flexible connector, and up to the appliance's pressure regulator.
 - iii) The Contractor shall provide materials and build, if needed to simulate adjacent wall and cabinet material.
 - iv) Fire safety, carbon monoxide safety, electrical wiring and any other personnel safety monitors and materials that are necessary to safely conduct testing of gas ranges that may create fire, shock, explosions, or other hazards from scenarios that may include over temperature condition, exposure to electrical wiring, and the inability to shut off the appliance. The electrical power supply to the range shall be on a dedicated circuit breaker to allow for termination of electrical power shall the range respond erratically.

J. Return of Government Property

Upon completion and acceptance by the COR of all deliverables, tasks, and completion of the final test report, the contractor shall be responsible for proper packaging of the three provided gas range units for return shipment to the designated CPSC facility. CPSC COR shall provide for the freight shipment cost of the gas range equipment to the testing laboratory and back to the CPSC facility. The Contractor shall not return the government provided gas range units until after receiving written notification from the COR on the shipping address the units are to be returned to.

K. Progress Payments:

The following progress payments are authorized:

Milestone	Description	Amount
1	Discussions of Contract Requirement, Test Methods & Schedule	\$10,000
2	Task Performance in Section D of Statement of Work	\$48,008
3	Submittal of Draft Report to the CPSC COR	\$43,000
4	Acceptance of Final Report by the CPSC COR	\$40,000

CLAUSES

LC 1B CONTRACTOR'S NOTE - DELIVERIES TO THE CPSC NATIONAL PRODUCT TESTING LABORATORY SITE, ROCKVILLE, MARYLAND

Delivery Address:

U.S. Consumer Product Safety Commission
National Product Testing Laboratory
5 Research Place
Rockville, MD 20850

The Consumer Product Safety Commission (CPSC) Laboratory facility is located in Rockville, MD. Deliveries are to be made to the loading dock area which is accessible from the parking area entrance on Research Place on the east side of the building. Do not enter the parking area from Research Court on the North side of the facility as there may not be sufficient room to maneuver and back up to the loading dock area on the east side of the building.

Deliveries may not be left outside the building or loading dock, unless specifically directed by appropriate CPSC staff. All deliveries shall be considered "inside deliveries" 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 and include the packing slip.

ATTENTION GOVERNMENT VENDOR:

A. DELIVERY INSTRUCTIONS

1. DELIVERY INSTRUCTION FOR SMALL ITEMS

Deliveries should be made between 9:00 a.m. and 4:00 p.m. on Monday through Friday (except holidays). Deliveries outside these hours require prior arrangements.

Contacts:

Andrew Stadnik, Lab Director, 301-987-2037 x1 OR 301-706-6902
Greg Rea – 301-987-2258
Allyson Tenney- 301-987-2769
Aaron Orland – 301-987-2248

For the Furniture, Chair, Exercise Equipment, and IT Equipment

Contacts:

Jim Shupe – 301-424-6421 x156 (Jim 240-882-6775)
Douglas Brown – 301-504-7846
Andy Stadnik – 301-706-6902

2. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

Large or heavy items must be delivered directly to the loading dock. If delivery cannot be made to the loading dock directly or via the leveling device and requires off-loading the item from the delivery vehicle to the ground, then deliveries of such large or heavy items should be scheduled 24 hours in advance and should be made between 9:00 a.m. and 3:00 p.m. on Monday through Friday (except holidays). Contact information is the same as above to arrange for CPSC lift truck operators or other lifting and handling support needs for the delivery.

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

Contact: Contract Specialist –Greg Grayson at ggrayson@cpsc.gov or (301) 504-7725

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 (Ralph King) 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.

(End of clause)

LC 5 Contracting Officer's Representative (COR) Designation

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

Name: Han Lim

Division: Engineering Sciences and Fire Science (ESFS)

Telephone: 301-987-2327

Email: HLim@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 re-delegable 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.

(End of clause)

LC 21A Disclosure of Information - Limits on Publication

a. The Contractor shall submit to the Commission any report, manuscript or other document containing the results of work performed under this contract, before such document is published or otherwise disclosed to the public, to assure compliance with Section 6(b) of the Consumer Product Safety Act (15 U.S.C. Section 2055(b)), Commission regulations (16 C.F.R. Part 1101), and a Commission directive (Order 1450.2). These provisions restrict disclosure by Commission Contractors of information that (1) permits the public to identify particular consumer products or (2) reflects on the safety of a class of consumer products. Prior submission allows the Commission staff to review the Contractor's information and comply with the applicable restrictions. CPSC should be advised of the Contractor's desire to submit or publish an abstract or a report as soon as practical.

b. Any publication of, or publicity pertaining to, the Contractor's document shall include the following statement: "This project has been funded with federal funds from the United States Consumer Product Safety Commission under contract number CPSC-F-13-0022 . The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission."

(End of clause)

LC 21B Disclosure of Information - Restricted Publication

a. The Contractor shall submit to the Commission any report, manuscript or other document containing the results of work performed under this contract. This document shall not be published or otherwise disclosed by the contractor.

b. Should the contractor subsequently apply to the Consumer Product Safety Commission for permission to publish documents containing the results of this work and the release is approved in writing, any publication of, or publicity pertaining to, the Contractor's document shall include the following statement: "This project has been funded with federal funds from the United States Consumer Product Safety Commission under contract number CPSC-F-13-0022. The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission."

(End of clause)

LC 31 Restrictions on Use of Information

a. If the Contractor, in the performance of this contract, obtains access to information such as CPSC plans, reports, studies, data projected by the Privacy Act of 1974 (5 U.S.C. 552a), or personal identifying information which has not been released or otherwise made public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not: (a) release or disclose such information, (b) discuss or use such information for any private purpose, (c) share this information with any other party, or (d) submit an unsolicited proposal based on such information. These restrictions will remain in place unless such information is made available to the public by the Government.

b. In addition, the Contractor agrees that to the extent it collects data on behalf of CPSC, or is given access to, proprietary data, data protected by the Privacy Act of 1974, or other confidential or privileged technical, business, financial, or personal identifying information during performance of this contract, that it shall not disclose such data. The Contractor shall keep the

information secure, protect such data to prevent loss or dissemination, and treat such information in accordance with any restrictions imposed on such information.

(End of Clause)

52-217-08 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 thirty (30) days of contract expiration.

(End of clause)

52.245-1 Government Property.

GOVERNMENT PROPERTY (APR 2012)

(a) *Definitions.* As used in this clause—

“Cannibalize” means to remove parts from Government property for use or for installation on other Government property.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, *e.g.*, as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

“Contractor’s managerial personnel” means the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor’s business;

(2) All or substantially all of the Contractor’s operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended

for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

“Loss of Government property” means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to—

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Production scrap” means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, *e.g.*, textile and metal clippings, borings, and faulty castings and forgings.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Unit acquisition cost” means—

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.*

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor’s accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) *Use of Government property.*

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

- (ii) Required for normal maintenance; or
- (iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government

property”), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.*

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor’s delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs

first.

(f) *Contractor plans and systems.*

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(I) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability.* The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under (f)(1)(iii)(A).

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when—

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.*

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of

normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) *Systems analysis.*

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from

the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible. Standard Form 1428

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules.*

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed

by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report—

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements.*

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections.* The Plant Clearance Officer may—

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage.*

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) *Disposition instructions.*

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words “Government” and “Government-furnished” (wherever they appear in this clause) shall be construed as “United States Government” and “United States Government-furnished,” respectively.

Alternate I (Apr 2012).

(h)(1) The Contractor assumes the risk of, and shall be responsible for, any loss of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(End of clause)