

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>		1. REQUISITION NUMBER REQ-2400-10-0095	PAGE OF 1 28
2. CONTRACT NO. GS-35F-0082U	3. AWARD/ EFFECTIVE DATE 06/23/2010	4. ORDER NUMBER CPSC-F-10-0091	5. SOLICITATION NUMBER CPSC-Q-10-0068
			6. SOLICITATION ISSUE DATE 05/19/2010

7. FOR SOLICITATION INFORMATION CALL:	a. NAME Robert Frost	b. TELEPHONE NUMBER (301) 504-7116	(No collect calls)	8. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814	CODE FMPS	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO CONSUMER PRODUCT SAFETY COMMISSION OFFICE OF INFORMATION SERVICES 4330 EASTWEST HIGHWAY ROOM 706 BETHESDA MD 20814	CODE EXIT	16. ADMINISTERED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814	CODE FMPS
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17a. CONTRACTOR/ OFFEROR ASPECT SECURITY ATTN DAVE WICHERS 9175 GUILFORD RD STE 300 COLUMBIA MD 21046-2565	CODE 	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF FINANCIAL SERVICES 4330 EAST WEST HWY ROOM 522 BETHESDA MD 20814	CODE FMPS
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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
	<p>DUNS Number: </p> <p>APPLICATION SECURITY ASSESSMENT FOR CPSRMS SYSTEM</p> <p>This requirement is awarded in accordance with the contractor's applicable GSA Federal Supply Schedule Contract GS-35F-0082U and incorporates by reference Aspect Security's proposal dated June 2, 2010 revised June 16, 2010.</p> <p>The contractor shall perform APPLICATION SECURITY (Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA 0100A10DPS-2010-1332800000-EXFM002400-252M0	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$52,478.48
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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.

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED
31b. NAME OF CONTRACTING OFFICER (Type or print) Donna Hutton	31c. DATE SIGNED 6/29/10

QS Todd Stevenson

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>ASSESSMENT FOR THE CPRMS SYSTEM in accordance with the Firm Fixed Price line items set forth below for the Base and the Option Period (if exercised).</p> <p>Fund: 0100A10DPS FISCAL YEAR: 2010 BPAC: 1332800000 Organization: EXFM002400 Object Class: 252M0</p> <p>Base Period: Effective date of the award - 09/30/2010.</p>				
0001	<p>PHASE I KICKOFF MEETING DELIVERY-5 business days after the effective date of the contract Not Separately Priced Price included as part of items 0003 and 0004.</p>	1	EA	0.00	0.00
0002	<p>PHASE I WEEKLY STATUS REPORTS DELIVERY-WEEKLY Not Separately Priced Price included as part of items 0003 and 0004.</p>	1	LO	0.00	0.00
0003	<p>PHASE I SECURITY ARCHITECTURE REVIEW REPORT DELIVERY-21 business days after the effective Continued ...</p>	1	EA	19,700.00	19,700.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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 _____

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-35F-0082U/CPSC-F-10-0091

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NAME OF OFFEROR OR CONTRACTOR
 ASPECT SECURITY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	date of the contract				
0004	PHASE I PENETRATION TEST/SECURE CODING REVIEW DELIVERY-42 business days after the effective date of the contract	1	EA	32,778.48	32,778.48
	Option Period: 10/01/2010 - 09/30/2011				
0005	PHASE II KICKOFF MEETING DELIVERY-5 business days after the effective date of the option Not Separately Priced Price included as part of items 0007 and 0008. Amount: \$0.00 (Option Line Item) 10/01/2010	1	EA	0.00	0.00
0006	PHASE II WEEKLY STATUS REPORTS DELIVERY-WEEKLY Not Separately Priced Price included as part of items 0007 and 0008. Amount: \$0.00 (Option Line Item) 10/01/2010	1	LO	0.00	0.00
0007	PHASE II SECURITY ARCHITECTURE REVIEW REPORT DELIVERY-21 business days after the effective date of the option Amount: \$19,700.00 (Option Line Item) 10/01/2010	1	EA	19,700.00	0.00
0008	PHASE II PENETRATION TEST/SECURE CODING REVIEW DELIVERY-42 business days after the effective date of the option Amount: \$32,778.48 (Option Line Item) 10/01/2010	1	EA	32,778.48	0.00
	The total amount of award: \$104,956.96. The obligation for this award is shown in box 26.				

A. CONTRACT TYPE

This procurement is for Application Security Assessment for the US CPSC CPSRMS System. It is a firm-fixed price contract with Options. This contract includes a Base award and one option.

B. SERVICES AND PRICES

Obtain contractor support to assist CPSC in its Application Security Assessment for the US CPSC CPSRMS System. See Standard Form 1449 for pricing.

C. BACKGROUND INFORMATION

The US Consumer Product Safety Commission is currently developing the Consumer Product Safety Risk Management System (CPSRMS) to comply with the requirements of the Consumer Product Safety Improvement Act (CPSIA) of 2008.

Phase I of the CPSRMS project includes the development of the *Public Database* for Incident Reporting and Searching, a *Data Warehouse* for Analytics, and an *Early Warning System* for the management of incidents and for the timely detection of emerging hazards.

Phase II of CPSRMS will support Case Management, Document Management, and Work Flow. The implementation will combine custom application coding with commercially available products (COTS) through the use of APIs, web services, and other integration interfaces.

The CPSRMS will be implemented using several modern technologies including Web Application technologies, .NET technologies, Web Services, Enterprise Search technologies, Data Warehouse technologies, and Mobile Application technologies.

The CPSRMS will become an integral part of the US CPSC operations. The system will contain PII data and sensitive and confidential information. Due to the critical dependency the agency will have on the system, it is essential to protect the integrity, confidentiality, and availability of the CPSRMS system, data, and related general support systems.

D. OBJECTIVE

The objective of this contract is to obtain contractor services to perform a security assessment of the CPSRMS Application Architecture, Application Security Controls, and Application Source Code.

E. STATEMENT OF WORK

Independently, and not as an agent of the Government, the contractor shall furnish all necessary personnel, materials, services, and facilities to provide the work set forth below in each Task Order as issued; except as provided in Section O. "Government Furnished Materials."

1. The work focuses on the evaluation of the CPSRMS system with respect to application security, security architecture, security controls, secure coding standards, and best practices for secure web applications.
2. The contractor shall evaluate the system with respect to the *OWASP Top 10*, the *OWASP Guide to Building Secure Web Applications and Web Services*, and the *OWASP Application Security Verification Standards*.
3. The contractor shall evaluate the system for compliance with regulations, standards, and laws for federal information systems, including the *Federal Information Security Management Act*, *OMB Circular A-130 Appendix III*, and the *US CPSC Secure Coding Standards*.
4. The contractor shall interview various personnel such as system architects, software developers, and business analysts, attend meetings to discuss architecture & designs, review documents, perform code inspections, perform penetration testing, and write assessment reports.
5. This section describes the tasks and deliverables required for performing the Application Security Assessment.

The Application Security Assessment involves three overall areas:

- Application Security Architecture Review
- Secure Coding Review.
- Project Management

A detailed description of the tasks and deliverables required in each area are provided in the sub-sections below. **The tasks and deliverables shall apply to both phases (Phase I and Phase II) of the CPSRMS project.** Work performed by the contractor shall include, but is not limited to, the following tasks:

a. APPLICATION SECURITY ARCHITECTURE REVIEW

The Application Security Architecture Review shall apply a holistic view of the system, including the actors of the system and their roles, the business functions of the system, and the data (including the operations to data and the classifications of data). Once the operations of the system are understood, the system can then be evaluated in terms of security requirements and security design.

The Contractor shall provide the following tasks and deliverables:

- (1) Hold kickoff meeting, obtain overview of application architecture and functionality, and establish communication with key personnel.
- (2) Perform Architecture Assessment.
 - (a) Understand and document the major business functions of the system.
 - (b) Understand and document the main actors and roles of the system.
 - (c) Understand and document the major data categories of the system.
 - (d) Identify and document PII and sensitive data within the system.

- (e) Understand the logical and physical architecture and security controls of the system.
 - (f) Understand and document the threats and the associated risks (likelihood and impact) facing the system.
 - (g) Identify and document any weaknesses or security vulnerabilities that may exist with respect to the logical and physical architecture and security controls.
 - (h) Identify and document recommendations for additional architectural controls and security controls to mitigate the major risks that are identified.
- (3) Deliver the Security Architecture Review Report. The report shall include, but is not limited to, the following information:
- (a) Overview of the application architecture.
 - (b) Summary of major business functions of the system.
 - (c) Summary of the actors and their roles on the system.
 - (d) Summary of the data categories and classifications including identification of PII and sensitive data.
 - (e) Details of major threats, their likelihood of occurrence, and impact.
 - (f) Details of weaknesses, vulnerabilities, flaws, and missing security controls.
 - (g) Specific recommendations including architectural modifications, additional security controls, and other measures to correct for security weaknesses.

b. SECURE CODING REVIEW & PENETRATION TESTING

In this phase of the project the contractor shall perform code inspections of the CPSRMS source code to verify that the code is compliant with *US CPSC Secure Coding Standards*. In addition to manual code inspections, the contractor shall perform penetration testing to evaluate the security posture of the CPSRMS implementation.

The following tasks and deliverables shall be provided by the contractor:

- (1) Evaluate the source code with respect to the *OWASP Application Security Verification Standard*. Identify and document coding standards violations.
- (2) Evaluate the CPSRMS implementation with respect to the *OWASP Guide to Building Secure Web Applications and Web Services*.
- (3) Verify that all documented security controls are implemented and functioning correctly.
- (4) Identify weaknesses and vulnerabilities that may still exist and require additional security controls.
- (5) Perform penetration testing and evaluate the security posture of CPSRMS with respect to the OWASP Top 10.
- (6) Deliver the Secure Coding Review Report. The report shall include, but is not limited to, the following information.
 - (a) Full description of secure coding standards violations, including URL(s) and line(s) of code. Provide an explanation of the violation and assess the risk (potential threat, vulnerability, likelihood of occurrence, and potential impact) involved. Provide a recommended solution for each issue found.
 - (b) Full description of missing or incorrectly functioning security controls. Describe the

potential threat, the vulnerability, the likelihood of occurrence, and potential impact of an exposure. Provide a recommended solution for each issue found. Document the approach for testing the security control.

- (c) Full description of each vulnerability found as a result of penetration testing, including URL(s) and line(s) of code. Explain the potential threat, vulnerability, likelihood of occurrence, and potential impact of an exposure. Provide a recommended solution for each issue found. Document the approach for testing and verifying the solution.
- (d) Provide a summary evaluation of CPSRMS with respect to the *OWASP Guide to Building Secure Web Applications and Web Services*. Explain deficiencies that may exist and offer corrective actions to take.
- (e) Provide a summary evaluation of CPSRMS with respect to the *OWASP Top 10*. Explain any residual risks that may exist and provide recommendations.

c. PROJECT MANAGEMENT

The contractor shall provide project management services to manage the contractor technical staff, to coordinate meetings with CPSC staff, to communicate needs and issues to CPSC staff, to manage the project according to the project schedule, and to provide weekly status reports to CPSC.

The following tasks and deliverables shall be provided by the vendor:

- (1) Provide a project plan including a work breakdown schedule, estimated level of effort, identified resources, milestones, and project schedule.

- (2) Coordinate and facilitate meetings between the vendor, the CPSC staff, and other contractors.
- (3) Provide weekly status reports.
- (4) Notify the CPSC of high priority or critical issues on a daily basis.
- (5) Manage the vendor's technical staff and ensure that work is completed according to the project schedule.
- (6) Submit deliverables to the CPSC and review feedback with the CPSC.
- (7) Make corrections or adjustments as needed based on feedback from the CPSC.

F. MEETINGS, REPORTS, DELIVERABLE ITEMS AND SCHEDULE

Description	Quantity/Frequency	Schedule
Kickoff Meeting	1 ea	See SF 1449 line items 0001 through 0004
Weekly Status Reports	1ea	Weekly
Security Architecture Review Report	1 ea	See SF 1449 line items 0001 through 0004
Secure Coding Review Report	1 ea	See SF 1449 line items 0001 through 0004

G. REPORTS AND PLANS

All reports, plans and deliverables shall be submitted to CPSC in electronic format either in Word or PDF format. The required elements of the report and its format shall follow standard industry practice and will be at the discretion of the contractor. The government will require 10 days to review a draft of any report or document before it is finalized. The government will accept the report based on the report being technically acceptable.

H. ACCEPTANCE OF DELIVERABLES

- a. Acceptance/rejection/ comments/corrections and changes will be transmitted to the Contractor by the CPSC Project Officer, in writing. The CPSC will require 15 calendar days to evaluate each deliverable for acceptance by the Government.
- b. Acceptance/rejection will be based on the report meeting the specified objectives and the requirements of the Statement of work.

I. PERFORMANCE ACCEPTANCE PLAN/PERFORMANCE MEASURES

Objectives

Thresholds

Deliverables

Defined and consistent document formats. All documents developed under this contract must have a well defined and consistent format. Documents must use a logical, predetermined, and easy to follow format that makes it easy to determine document completeness

Consistency across documents. All documents developed under this contract must be complementary of each other and present a consistent picture of the security posture of the CPSC CPSRMS System.

Clearly written. All documents developed under this contract must be written in clear, easy to understand English. When technical or esoteric terms are used, these expressions

must be clearly defined in the document in a glossary of terms.

Reporting Requirements:

Reports are accurate, complete, and properly

Reports are submitted timely 95% of the time. Information provided is 100% accurate.

Acceptable performance is indicated by meeting the thresholds above.

J. PERIOD OF PERFORMANCE

a. The period of performance is from the effective date of the contract through 09/30/2010 with 1 one-year option period.

K. PLACE OF PERFORMANCE

Work will be accomplished at both the contractor site and the Government site. The place of performance will also depend on the tasks being assigned.

L. WITHHOLDING OF CONTRACT PAYMENT

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The Government will promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

M. PROJECT OFFICER DESIGNATION

a. Al Anders of the Commission's Division of Information Technology, Policy and Planning has been designated as the Government's Project Officer for this

contract. This individual may be reached on (301) 504-7663.

b. THE PROJECT OFFICER IS RESPONSIBLE FOR:

1) Monitoring the Contractor's technical progress, including surveillance and assessment of performance, and notifying the Contracting Officer within one week when deliverables (including reports) are not on schedule in accordance with Section 6, Meetings, Reports, Deliverable Items and Schedule;

2) Performing technical evaluation as required, assisting the Contractor in the resolution of technical problems encountered during performance; and

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

c. THE PROJECT OFFICER IS NOT AUTHORIZED TO AND SHALL NOT:

1) Make changes in scope of work, contract schedules and/or specifications to meet changes and requirements;

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

3) Take any action that commits the Government or could lead to a claim against the Government.

N. KEY PERSONNEL

a. The Contractor has identified the following individuals as its key personnel who will be most directly involved in performing and/or supervising the services as required under this contract.

<u>NAME</u>	<u>TITLE</u>
Eric Sheridan	Application Security Consultant
David Lindner	Sr Application Security Engineer
Arshan Dabirsiaghi	Director of Research

b. The personnel specified above are considered to be essential to the work being performed hereunder. If these individuals are unavailable for assignment for work under the contract, or it is anticipated that their level of involvement will be significantly different from the negotiated level, the Contractor shall immediately notify the Contracting Officer and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. Prior to substitution of key personnel, the Contractor shall obtain the written consent of the Contracting Officer as to the acceptability of the succeeding personnel: Provided that the Contracting Officer may ratify in writing such substitution and such ratification shall constitute the consent of the Contracting Officer required by this clause.

O. GOVERNMENT-FURNISHED MATERIALS

The Government shall furnish to the Contractor for use in connection with this contract the materials set forth below:

a. All necessary Application Code, System Access, reports, documentation, policies, Standard Operating Procedures, etc. required to perform the work.

b. All items provided hereunder are for exclusive use in performance of this contract. Any such items not expended in performance of this contract shall be returned to CPSC upon completion of the contract.

c. All other materials/equipment required in the performance of this contract shall be furnished by the Contractor.

P. CONTRACT CLAUSES

The following clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION CLAUSES:

52.217-8 Option to Extend Services. (Nov 1999)

52.228-5 Insurance—Work on a Government Installation
(Jan 1997)
52.245-1 Government Property (June 2007) Alternate 1

The following clauses are incorporated in full text:

FEDERAL ACQUISITION REGULATION CLAUSES:

52.217-9 Option to Extend the Term of the Contract.
(Mar 2000)

CPSC LOCAL CLAUSES:

520000-4004A CONTRACTOR'S NOTE
LC 6 Contractor Use of CPSC Information Technology
(IT) Resources
LC-21 DISCLOSURE OF INFORMATION
LC-24 NONDISCLOSURE OF ANY DATA DEVELOPED UNDER THIS
CONTRACT
LC 30 Security and Personal Identity Verification
Procedures
LC 31 RESTRICTIONS ON USE OF INFORMATION
LC 32 STANDARDS OF CONDUCT
LC 34 Technology Additions/Substitutions

52.217-9 Option to Extend the Term of the Contract.
(Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 48 months.

(End of clause)

1. 520000-4004A 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 forty-eight (48) hours in advance of the date the items are to arrive to schedule use of the loading dock.

LOADING DOCK HOURS OF OPERATION:

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

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

Facilities Management Support Services (301) 504-7085
and
Project Officer Al Anders on 301 504-7663.

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. Taxpayer Identification Number (TIN).
3. Invoice date (use of invoice number in addition to invoice date is prudent but not required).

4. The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods or services.
5. Description, price and quantity of goods or services actually delivered or rendered.
6. Shipping cost terms (if applicable).
7. Payment terms.
8. ACH Vendor Information which includes: the Financial Institution, routing transit number, and depositor account number. In addition please specify whether account is a checking account or savings account.
9. Other substantiating documentation or information as specified in the contract or purchase order.
10. Name (where practicable), title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety
Commission
4330 East-West Hwy
Bethesda, MD 20814

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

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 the Accounting Officer at (301) 504-7203 or 301-504-7130 or at the following address:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission
4330 East-West Hwy
Bethesda, MD 20814

Complaints related to the late payment of an invoice should be directed to Deborah Peebles Hodge, Director, Division of Financial Services at the same address (above).

D. INSPECTION & ACCEPTANCE PERIOD

The Commission at the destination point within thirty (30) calendar days after the date of receipt shall inspect all materials/services. The CPSC contact person will transmit disapproval, if appropriate.

E. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Robert J. Frost 301 504-7116.

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 Services Management Officer (Jim Shupe) in the Facilities Management Support Services Branch (Room 520). The transmittal of Purchase Orders/Receiving Reports to the property management officer is critical to the integrity and operation of CPSC's Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

LC 6 Contractor Use of CPSC Information Technology (IT) Resources

a. As identified under sections of the statement of work pertaining to Government furnished materials and equipment, the contractor is to be furnished certain CPSC IT resources. Access will be granted to Contractor employees from time to time during contract performance and will be limited to those Contractor employees specified in advance. In addition, the use of CPSC IT facilities, equipment or other resources by Contractor personnel shall be limited to performance of the work described in the contract.

b. Prior to utilizing any CPSC IT resources, the Contractor shall contact the Director of the Information Technology Division and provide an estimate (written if requested) of the amount of resources to be required and shall request that a time be scheduled for use of the resources. In the event of any scheduling conflict between CPSC contract work and in-house CPSC work, the CPSC in-house work shall take precedence unless otherwise specified by the Director of the Information Technology Division.

LC 21 DISCLOSURE OF INFORMATION

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-10-0091. 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.

LC 24 NONDISCLOSURE OF ANY DATA DEVELOPED UNDER THIS CONTRACT

- a. The Contractor agrees that it and its employees will not disclose any data obtained or developed under this contract to third parties without the consent of the U. S. Consumer Product Safety Commission Contracting Officer.
- b. The Contractor shall obtain an agreement of non-disclosure (below) from each employee who will work on this contract or have access to data obtained or developed under this contract.

I, (employee name, signature and date here) agree that I will not disclose any data obtained or developed under this contract to third parties without the consent of the U. S. Consumer Product Safety Commission Contracting Officer.

LC 30 Security and Personal Identity Verification Procedures

- a. The performance of this contract requires contractor employees to have access to CPSC facilities and/or systems. In accordance with Homeland Security Presidential Directive-12 (HSPD-12), all such employees must comply with agency personal identity verification (PIV) procedures. Contractor employees who do not already possess a current PIV Card acceptable to the agency shall be required to

provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check prior to being permitted access to any such facility or system. CPSC may accept PIV issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to a CPSC facility or system without approval under the PIV process.

b. Contracted employees must meet the following citizenship requirements:

1. A United States (U.S.) citizen; or,
2. A national of the United States (see 8. U.S.C. 1408); or,
3. An alien lawfully admitted into the United States for permanent residence as evidenced by an alien Registration Receipt Card form I-151

c. Within five (5) days after contract award, the contractor shall provide a list of contracted personnel, including full name, social security number, and place (city and state) and date of birth to the designated Contracting Officer's Technical Representative (COTR). This information will be used to determine whether personnel have had a recent Federal background investigation and whether or not further investigation is required.

d. For each contractor employee subject to the requirements of this clause and not in possession of a current PIV Card acceptable to CPSC, the contractor shall submit the following properly-completed forms: Electronic Standard Form (SF) 85 or 85-P, "Questionnaire for Non-sensitive Positions", SF (87) Fingerprint Chart, Optional Form (OF) 306 and a current resume. The SF-85 is available from the Office of Personnel Management's (OPM) secure website. The CPSC Office of Human Resources will provide the COTR with the other forms that are not obtainable via the internet.

e. The contractor shall complete the electronic security form and deliver the other completed forms

indicated in paragraph d above to the COTR within five (5) days of written notification from the COTR of those contractor employees requiring background investigations.

f. Upon completion of the investigation, the COTR will notify the contractor in writing of all investigation determinations. If any contractor employees are determined to be unsuitable to be given access to CPSC, the contractor shall immediately provide identical information regarding replacement employees. The contractor is responsible for providing suitable candidates and fulfilling staffing requirements under the contract so that there is no break in service. This approval process applies to contract start up and any required replacement personnel. Failure to prequalify potential replacement personnel will not serve as an excuse for failure to provide performance. Non performance due to failure to provide suitable contractor employees may result in a Termination for Cause or Default.

g. CPSC will issue a PIV Card to each on site contractor employee who is to be given access to CPSC facilities and systems. The employee will not be given access prior to issuance of a PIV card. CPSC may revoke a PIV Card at any time if an investigation or subsequent investigation reveals that the personnel are unsuitable.

h. PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a CPSC facility, and shall present cards for inspection upon request by CPSC officials or security personnel. The contractor shall be responsible for all PIV Cards issued to the contractor's employees and shall immediately notify the COTR if any PIV card(s) cannot be accounted for.

i. CPSC shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to CPSC facilities and systems. The COTR will notify the contractor immediately when CPSC has determined that an employee is unsuitable or unfit to be permitted access. The contractor shall immediately notify such

employee that he/she no longer has access, shall remove the employee and shall provide a suitable replacement in accordance with contract requirements and the requirements of this clause.

j. By execution of this contract, the contractor certifies that none of the employees working under this contract have been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years. During contract performance the contractor shall immediately notify CPSC if one of its employees working under this contract has been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five years.

k. The Government reserves the right to have removed from service any Contractor employee for any of the following:

1. Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.

2. Falsification of information entered on security screening forms or other documents submitted to the Government.

3. Improper conduct during performance of the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.

4. Any behavior judged to be a threat to personnel or property.

1. The COTR shall be responsible for proper separation of contracted employees at the Consumer Product Safety Commission. The COTR shall ensure that each contractor employee completes CPSC's official out processing procedures. The contracted employee shall report to the CPSC Facilities Security Specialist to obtain a Contractor Employee Accountability and Clearance Record. This record shall be completed as

part of the official out-processing procedures and returned along with the PIV card, key fobs, keys and any other previously issued material.

m. Contractor employees shall comply with applicable Federal and CPSC statutes, regulations, policies and procedures governing the security of the facilities and system(s) to which the contractor's employees have access.

n. Failure on the part of the contractor to comply with the terms of this clause may result in termination of this contract for cause or default.

o. The contractor shall incorporate this clause in all subcontracts.

(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.

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

LC 34 Technology Additions/Substitutions

- a. Due to the rapidly changing field of information technology (IT) and potential advancements during performance of this contract, the contractor may propose technological upgrades, additions and substitutions to enhance performance of IT delivered under the contract. The Contractor shall request changes in writing to the Contracting Officer and shall provide full documentation on any proposed additions/substitutions.
- b. Any proposed changes must comply with these conditions:
- 1) The additional/substituted item(s) shall be fully compatible with item(s) in the CLIN as appropriate;
 - 2) The additional/substituted item(s) shall meet or exceed all specifications applicable to the original item(s);
 - 3) The additional/substituted item(s) shall meet all of the marketability requirements of the specification to ensure field-proven, COTS systems and configurations.
- c. Any proposed change, if accepted by the Government, shall be made via a written modification to the contract.
- d. The fact that the Contractor requests, and the Government accepts, an addition/substitution shall not automatically extend the required delivery dates of any items. Upon approval and acceptance of a replacement, CPSC and the Contractor may mutually

agree to a reasonable extension of the required delivery dates.

- e. If it is determined that additional work is required, specific changes may be made to task descriptions or additional tasks added. Any such changes will be made through mutual agreement between the Government and the contractor and will be finalized through a bilateral modification to the contract.