

AWARD / CONTRACT		1. This Contract is a rated order under DPAS 9 (15 CFR 700)	Rating	Page	of Pages
2. Contract (Proc., Inst., Ident.) No. CPSC-C-00-1168		3. Effective Date 09/30/00	4. Requisition / Purchase Request / Project No. CPSC-P-00-1168		
5. Issued By US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408 JOYCE LAWN B02 (301) 504-0444 jlawn@cpsc.gov		Code CPSC	6. Administered By (if other than item)		Code JL
		JOYCE LAWN (301) 504-0444 EXT. 1148			

7. Name and address of Contractor (No., Street, City, state and Zip Code) DynCorp, FMAS Division 11710 Plaza America Drive Reston VA 20190-6017		Vendor ID: 00019424 DUNS: 107934945 CEC: Cage Code: TIN: 541878009	8. Delivery <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See below)
		9. Discount for prompt payment Net 30	
		10. SUBMIT INVOICES (4 copies unless otherwise specified) Address shown in: Item G.3	

11. Ship To / Mark For CONSUMER PRODUCT SAFETY COMM. DIVISION OF HAZARD & INJURY DATA SYSTEMS 4330 EAST WEST HIGHWAY ROOM 604 BETHESDA, MD 20814-4408		Code EPDS295	12. Payment will be made by CONSUMER PRODUCT SAFETY COMM ACCT OFFICER DIV OF FIN MGMT ROOM 522 WASHINGTON, DC 20207		Code PAYMENT
13. Authority for using other than full and open competition <input type="checkbox"/> 10 U.S.C 2304C() <input type="checkbox"/> 41 U.S.C. 253 (C)()		14. Accounting and Appropriation Data 00 EXOB-PS 4310-00-0011179 25.2109			

15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	Audit of the NEISS Hospitals Firm-Fixed Price - \$205,388.00 Cost Reimbursement - \$40,000 (Not to exceed)				

15G. TOTAL AMOUNT OF CONTRACT US\$ NTE \$245,388.00

16. Table of Contents

(x)	Sec.	Description	Pages	(x)	Sec.	Description	Pages
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract	1	X	I	Contracts Clauses	17
X	B	Supplies or Services and Prices/Cost	3	Part III - List of Documents, Exhibits and other attach.			
X	C	Description/Specs/Work Statement	3	X	J	List of Attachments	22
X	D	Packaging and Marking	7	Part IV - Representations and Instructions			
X	E	Inspection and Acceptance	7	K	Representations, Certifications and other statements of Offerors		
X	F	Deliveness or Performance	8	L	Instrs, Conds, and Notices to Offerors		
X	G	Contract Administration Data	9	M	Evaluation factors for Award		
X	H	Special Contract Requirements	13				

Contracting Officer will complete item 17 or 18 as applicable

17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligation of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attached are listed herein.)	18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation number including the additions or changes made by you which additions or changes are set forth above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary
--	---

19A. Name and Title of Signer (Type or Print) EDWARD I. GASKELL, V.P. MANAGING DIR	20A. Name of Contracting Officer ROBERT J FROST (301) 504-0444
19B. Name of Contractor By <i>[Signature]</i> (Signature of person authorized to sign)	19C. Date Signed 9/27/00
20B. United States of America By <i>[Signature]</i> (Signature of Contracting Officer)	20C. Date Signed 9/28/00

PART I - THE SCHEDULE

SECTION A - SOLICITATION/CONTRACT FORM

SECTION B - SUPPLIES/SERVICES AND PRICES/COSTS

- B.1. Description of Services
- B.2. Contract Type
- B.3. Services and Prices

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

- C.1. Background Information
- C.2. Objectives
- C.3. Statement of Work
- C.4. Reporting Requirements

SECTION D - PACKAGING AND MARKING

SECTION E - INSPECTION AND ACCEPTANCE

- E.1. Acceptance of Deliverables

SECTION F - DELIVERIES OR PERFORMANCE

- F.1. Period of Performance
- F.2. Delivery or Performance
- F.3. Place of Delivery or Performance
- F.4. Stop-Work Order

SECTION G - CONTRACT ADMINISTRATION DATA

- G.1. Consideration
- G.2. Payment
- G.3. Billing Instructions
- G.4. Withholding of Contract Payment
- G.5. Project Officer Designation
- G.6. Key Personnel

SECTION H - SPECIAL CONTRACT REQUIREMENTS

- H.1. Utilization of Consultants
- H.2. Government Furnished Materials/Equipment
- H.3. Drug-Free Workplace
- H.4. Disclosure of Lobbying Activities
- H.5. Metrication Statement

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

- I.1. Clauses Incorporated by Reference
- I.2. Reports - Protection of Personal and Proprietary Rights
- I.3. Organizational Conflicts of Interest – This Procurement
- I.4. Organizational Conflicts of Interest
- I.5. Protest After Award (Fixed Price)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- A. Disclosure of Lobbying Activities, Standard Form LLL, 1 page and Continuation Sheet, 1 page

SECTION B - Supplies/Services and Prices/Costs

B.1 DESCRIPTION OF SERVICES

The proposed procurement is for an independent audit of the National Electronic Injury Surveillance System (NEISS) Hospitals.

B.2. CONTRACT TYPE

This contract is a firm fixed contract for services. Travel expenses will be reimbursed at cost in accordance with the limitations set forth in the Federal Travel Regulations.

SECTION C - Description/Specification/Work Statement

C.1. BACKGROUND INFORMATION

The National Electronic Injury Surveillance System (NEISS) consists of a national probability sample of 100 hospitals, drawn from the approximately 5,300 general hospitals in the U.S. with 24 hour emergency service. The sample is stratified based on size and geographical location. Size is categorized by the annual number of emergency department visits reported by the hospital. There is also a separate stratum for children's hospitals. Information is collected by CPSC from the NEISS hospitals on all product-related injuries treated in the hospital emergency department. The injury information collected through the NEISS is weighted based on the sample design and used to make national estimates on product-related injuries treated in hospital emergency departments. Similar

information is collected by CPSC in accordance with interagency agreements with other federal agencies on non-product-related trauma cases treated in the hospital emergency department.

Upon recruitment into NEISS, CPSC staff provide on-site training of hospital staff in the identification of all emergency treatment cases and the proper coding of surveillance data on all consumer product-related, work-related, and other injury-related cases. At least once a year, CPSC staff conduct an evaluation visit at the hospital. The main purpose of this visit is to conduct a medical record review and survey and to determine if the NEISS hospital staff have identified all reportable cases. CPSC staff also evaluate the record flow and the validity and completeness of the coding of the relevant cases. Finally, any specific problems identified by CPSC staff are addressed with the hospital staff during the evaluation visit.

C.2. OBJECTIVES

The objective of this contract is to provide an independent audit of the quality of reporting injuries treated in the emergency departments from hospitals participating in the National Electronic Injury Surveillance System (NEISS). The Contractor will address both the completeness of reporting and the accuracy of coding the injury cases. A representative subsample of at least 15 of the 100 hospitals participating in the NEISS will be individually audited. The Contractor will use the statistical design of the NEISS along with the results of the individual hospital audits to make a statistically valid inference on the overall completeness and accuracy of case ascertainment from the abstracted NEISS data. The analysis of NEISS data will consider all NEISS data elements and other selected factors that may be associated with data quality, such as the experience and knowledge of hospital staff, hospital stratum and size, case identification and record abstraction protocols. The Contractor will also use the audit to make recommendations for improvements in procedures and training of NEISS hospital staff for correctly identifying and coding all injuries treated in hospital emergency departments.

C.3. STATEMENT OF WORK

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 H.2., GOVERNMENT FURNISHED MATERIALS/EQUIPMENT.

a. Task 1

The Contractor shall gain a comprehensive understanding of the NEISS and all the activities performed by CPSC and hospital staff in support of the NEISS. This will include studying NEISS coding manuals, coding

instructions, NEISS sample design documents, and other relevant materials along with reviewing recent data. The Contractor's staff of at least 2 or 3 persons shall visit CPSC headquarters for discussions on the NEISS with staff from the Division for Epidemiology – Data Systems (EPDS) and other collaborating agency representatives (if available) within 60 days after the effective date on the contract. It is anticipated that the Contractor shall need to spend at least 2 or 3 days at CPSC headquarters to gain an understanding of NEISS and observe the daily processing and coding of NEISS cases. Each member of the Contractor's staff shall also be required to accompany EPDS staff on at least two NEISS hospital evaluation visits.

b. Task 2

After gaining a comprehensive understanding of the NEISS and the activities done in support of the NEISS, the Contractor shall prepare and provide a detailed plan for the independent audit of at least 15 NEISS hospitals. This plan shall include:

- (1) Statistically valid sampling plan used to determine which NEISS hospitals are visited and the number of medical records to be abstracted,
- (2) Statistical power calculations to support the sampling scheme including the number of medical records to abstract at each hospital and to detect statistically significant differences with 95% confidence for hypothesis testing,
- (3) A detailed protocol with proposed data collection forms for conducting data abstractions from medical records at each site visit with proposed time lines,
- (4) A detailed description of statistical methods for analysis and what statistical inferences can be made from the data analysis pertaining to improving case ascertainment and data quality in the NEISS, and
- (5) A detailed outline of the final report with proposed table shells and graphs.

The Contractor shall use statistical methods that are well accepted as common practice and valid for making statistical comparisons. The statistical methods shall allow for statistical inference about the association of completeness and accuracy of case ascertainment and abstraction of NEISS data with factors such as level of experience and education of NEISS hospital coders; hospital stratum and size (based on number of ED visits annually); and case identification and record abstraction protocols (e.g., availability or lack of availability of computerized patient logs and/or electronic patient records).

c. Task 3

Within 30 days after approval of the plan, the Contractor shall begin conducting site visits to the 15 NEISS hospitals with at least 2 contracting staff per visit. The visit shall consist of at least one to two full working days spent reviewing hospital logs, conducting a thorough record review, and meeting with key hospital personnel. Upon completion of the hospital audit, the Contractor shall write and submit to the CPSC Project Officer an evaluation report for each individual hospital visit within 10 working days of completion of the audit. This evaluation report shall include:

- (1) a summary of specific methods used for the audit,
- (2) preliminary statistical tables summarizing the completeness of case ascertainment, completeness and accuracy of each NEISS data element (i.e., treatment date; age, sex, and race/ethnicity of patient; locale of injury incident; activity at the time of injury (e.g., work-related, sports-related); primary body part affected; diagnosis; disposition; consumer product types; intent of injury (i.e., interpersonal violence, intentional self-inflicted, legal intervention, unintentional injury); and mechanism of injury (e.g., motor vehicle-related, falls, cut/pierce, struck by/against, fire/burn, poisoning, suffocation, etc.),
- (3) limitations of the audit data obtained,
- (4) problems encountered that may influence the interpretation of the data, and
- (5) preliminary recommendations for improving the completeness and quality of the data at the hospital.

d. Task 4

Following completion of the hospital audits, the Contractor shall write and submit a draft and completed final report detailing the findings from the hospital audits, making a statistically valid inference on the completeness and accuracy of the NEISS overall, and making recommendations for improvements to hospital training and existing evaluation procedures. The reports shall include:

- (1) introduction including background, purpose, and objectives of the audit,
- (2) methods used including brief description of the NEISS sample, sample design for the audit, data abstraction methods, power calculations, and methods of statistical analysis used for hypothesis testing,
- (3) results with a) detailed statistical tables with all NEISS data elements (as described above in Task 3) and code sets by hospital and over all hospitals, and b) summary tables and graphs that provide an overview of findings across the hospitals including associations with factors such as level of experience and education of NEISS hospital coders;

- hospital stratum and size; and case identification and record abstraction protocols)
- (4) summary of statistically significant findings, discussion, and recommendations relevant to improving the completeness and accuracy of case ascertainment and NEISS data
- (5) conclusions
- (6) references

C.4. REPORTING REQUIREMENTS

The Contractor shall submit the following reports to the Project Officer, with a copy of the cover letter to the Contracting Officer:

- a. Bi-weekly status report sent by e-mail or regular mail to the Project Officer detailing in 1 or 2 pages the progress of the project. If the status report is sent by mail, the report shall be written using Microsoft-Word or a similar computer software package.
- b. An evaluation report of each hospital audit. Delivery of both a paper copy and an electronic Microsoft-Word document is required.
- c. A draft final report. Delivery of both a paper copy and an electronic Microsoft-Word document is required.
- d. Upon review and acceptance of the draft final report, the Contractor shall submit 5 bound paper copies and a diskette with the completed final report in a Microsoft-Word document.

SECTION D - Packaging and Marking

D.1 PACKAGING AND MARKING

All materials to be delivered shall be packaged and marked in accordance with the Contractor's best commercial practice in order to guarantee delivery undamaged to final destination. In addition to normal markings, the contract number shall be cited on the outside package.

SECTION E - Acceptance of Deliverables

E.1. ACCEPTANCE OF DELIVERABLES

- a. All materials submitted for approval will be reviewed by the Commission within ten (10) working days after date of receipt.

- b. Acceptance/rejection will be transmitted to the Contractor by the Project Officer, in writing, within three (3) working days after review of (goods or services.)
- c. Acceptance/rejection will be based on conformance with C.3., STATEMENT OF WORK.
- d. Upon submission of any contract deliverable, including reports specified in C.4., REPORTING REQUIREMENTS, the Contractor shall submit to the Contracting Officer a copy of the dated cover letter transmitting such deliverable.

SECTION F - Deliveries or Performance

F.1. PERIOD OF PERFORMANCE

The period of performance of this contract shall be from the effective date of the contract through 12 months. The period includes submission of the final report.

F.2. DELIVERY OR PERFORMANCE

The following items shall be performed or delivered in accordance with the following schedule:

- a. Visit to CPSC Headquarters within 60 days after effective date of contract. (See C.3.a.)
- b. Bi-weekly status report sent by e-mail or regular mail detailing in 1 or 2 Pages the progress of the project. (See C.4.a.)
- c. A detailed plan for the independent audit of the NEISS hospitals shall be submitted for review by EPDS staff within 3 months of the effective date of this contract. No hospital audits shall take place until this plan has been approved by the CPSC Project Officer. Delivery of both a paper copy and Microsoft-Word document is required. (See C.3.b)
- d. An evaluation report of each hospital audit shall be submitted to the CPSC Project Officer within 10 working days of completion of each audit. Delivery of both a paper copy and Microsoft-Word document is required. (See C.3.c.)
- e. A draft final report shall be delivered within 2 months after the completion of the last hospital audit, but no later than 11 months from the effective date of the contract . Upon review and acceptance of the draft final report, the Contractor shall submit 5 bound paper copies and a diskette with the final

report in a Microsoft-Word document. (See C.3.d.)

- f. Original copies of all completed data abstraction forms and electronic files of final, edited data used for the analysis with detail documentation of variable labels and formats and file layout. All electronic data files shall be submitted as a SAS data set, a Microsoft-Excel spreadsheet, or a similar software package readable by the previously mentioned software.

F.3. PLACE OF DELIVERY OR PERFORMANCE

- a. Items specified in F.2. above, DELIVERY OR PERFORMANCE, shall be mailed or delivered to:

U.S. Consumer Product Safety Commission
Division of Hazard & Injury Data Systems, Room 604
Washington, D.C. 20207
Attn: Thomas Schroeder
Project Officer

- b. A copy of the letter transmitting the above shall be submitted to the Contracting Officer.

F.4. STOP WORK ORDER

This contract incorporates the following clause by reference, with the same force and effect as if set forth in full text. Upon request, the Contracting Officer will make its full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
CLAUSE: 52.212-13, Stop Work Order (April 1984)

SECTION G - Contract Administration Data

G.1. CONSIDERATION

As consideration for its satisfactory performance, the Contractor shall be paid a firm-fixed-price of \$205,388.00, plus the costs of travel which shall conform to the Federal Travel Regulations. Travel costs shall be paid on a cost reimbursable basis, not to exceed \$40,000.00, unless prior approval has been obtained from the Contracting Officer.

G.2. PAYMENT

- a. In accordance with the Prompt Payment Act (P.L. 97-177), payments under this contract will be due on the 30th calendar day after the later of:
 - (1) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
 - (2) The seventh (7th) day after the equipment or service is actually delivered or performed and accepted by the Government.
- b. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the date payment is made.

c. PARTIAL PAYMENTS

The Contractor shall submit vouchers for partial payment as follows:

- (1) Travel costs shall be reimbursed based on the limitations set forth in the Federal Travel Regulations (see www.gsa.gov/travel) upon completion of each hospital audit visit.
- (2) \$51,347.00 (25% of the contract value excluding travel expenses) will be paid to the contractor after the detailed plan for the independent audit of the NEISS hospitals has been delivered by the contractor and reviewed and accepted by CPSC.
- (3) \$51,347.00 (an additional 25% of the contract value excluding travel expenses) will be paid to the contractor after the evaluation report from the final hospital audit has been delivered by the contractor and reviewed and accepted by CPSC.
- (4) \$102,694.00 (the remaining contract funds) shall be paid to contractor after all reports and materials have been delivered by the contractor and reviewed and accepted by CPSC.

Final payment will be made only after delivery and acceptance of all items required by this contract.

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 G.3., "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.

G.3. BILLING INSTRUCTIONS

- a. Pursuant to the Prompt Payment Act (P.L. 97-177), 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.
- b. To assure compliance with the Act, vouchers and/or invoices shall be submitted on Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, and Continuation Form 1035 (or any acceptable form of the Contractor's choosing) in ORIGINAL AND FOUR (4) copies on a monthly basis. As a minimum, each invoice shall include:
 - (1) The name of the business concern.
 - (2) The voucher/invoice number and date.
 - (3) The contract number, and any other authorization for delivery.
 - (4) Accounting and appropriation data.
 - (5) Description, price, and quantity of goods or services actually delivered.
 - (6) Labor hours billed by labor category (if applicable).
 - (7) Other direct costs, with sufficient detail to determine allowability and acceptability of charges (if applicable).
 - (8) Travel costs, with applicable receipts and adequate detail to permit review/approval of costs according to Federal Travel Regs
 - (9) Shipping cost terms (if applicable).
 - (10) Payment terms.
 - (11) Other substantiating documentation or information as specified in the contract or purchase order.
 - (12) Name, where practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- c. Invoices not submitted in accordance with the above-stated minimum documentation may not be processed for payment until complete documentation is received.
- d. Vouchers/invoices shall be sent to:

Ms. Cecelia R. Smith, Agency Payment Officer
Consumer Product Safety Commission
Division of Financial Services, Room 522
Washington, D.C. 20207
(Phone: 301-504-0018)

- e. Inquiries regarding payment should be directed to the above-named payment officer. Problems related to the late payment of an invoice should be directed to:

G.4. 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 shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

G.5. PROJECT OFFICER DESIGNATION

Thomas Schroeder, of the Commission's Directorate for Epidemiology has been designated as the Government's Project Officer for this contract. This individual may be reached on (301) 504-0539, ext. 1179.

- a. 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 F., DELIVERY OR PERFORMANCE.
 - (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.
- b. The Project Officer is not authorized to and shall not:
 - (1) Make changes in scope of work, contract schedules and/or specifications,
 - (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.

G.6. KEY PERSONNEL

- a. The following individuals have been identified as key personnel for performance under this contract:

NAME	TITLE
Denise Moline	Project Manager
Mary Keyser	Biostatistician/Epidemiologist
Michael Yang	Statistician
Judith Borth	Data Abstractor
Richard Grable	Data Abstractor
Patricia McCourtney	Data Abstractor
Rachael Phillips	Data Abstractor
Mindy Smith	Data Abstractor
Deborah Waters	Data Abstractor
Julian Luke	Computer Programmer

- b. The personnel specified in the schedule of the contract 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.

SECTION H - Special Contract Requirements

H.1. UTILIZATION OF CONSULTANTS

Prior written approval of the Contracting Officer shall be required prior to utilization of any consultants in the performance of this contract.

H.2. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

- a. The Government will furnish to the Contractor for use in connection with this contract the materials/ equipment set forth below:
- 1) Kessler, Schroeder, "The NEISS Sample (Design and Implementation)", U.S. Consumer Product Safety Commission, Washington, DC, October, 1999.
 - 2) "NEISS Recruitment, Training, and Evaluation", U.S. Consumer Product Safety Commission, Washington, DC, February 1993.

3) Various NEISS/CPSC information.

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

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

H.3. DRUG-FREE WORKPLACE

- a. Definitions. As used in this clause,

- (1) "Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.
- (2) "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- (3) "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- (4) "Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- (5) "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.
- (6) "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- b. The Contractor, if other than an individual, shall --

- (1) Publish a statement notifying its employee that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and

specifying the actions that will be taken against employees for violations of such prohibition;

- (2) Establish a drug-free awareness program to inform such employees about --
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling; rehabilitation, and employee assistance programs;
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph b.(1) of this clause;
- (4) Notify such employees in the statement required by subparagraph b.(1) of this clause, that as a condition of continued employment on this contract, the employee will --
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision b.(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction;
- (6) Within 30 days after receiving notice under subparagraph b.(4) of this clause of a conviction, impose the following sanctions or remedial reassures on any employee who is convicted of drug abuse violations occurring in the workplace;
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace implementation of subparagraphs b.(1) through b.(6) of this clause.

- c. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.
- d. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs b. and c. of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

H.4. DISCLOSURE OF LOBBYING ACTIVITIES

- a. If this contract exceeds \$100,000 in value, the Contractor shall comply with Provision No. 52.203-11 entitled Certification of Disclosure Regarding Payments to Influence Certain Federal Transactions previously certified by the Contractor in Section K of the solicitation, and with Clause No. 52.203-12 of this contract entitled Limitation on Payments to Influence Certain Federal Transactions. The above provision and clause prohibit the use of Federally appropriated funds (including profit or fee received under a covered Federal transaction) for lobbying activities. The Contractor shall furnish an initial disclosure if any non-Federal funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress or an employee or a Member of Congress in connection with Federal contract, grant, loan, or cooperative agreement.
- b. The disclosure form, OMB Standard Form LLL entitled Disclosure of Lobbying Activities is included as Attachment A to this contract.
- c. In addition, the Contractor shall file an updated disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any initial disclosure form previously filed by such person under the contract. An event that materially affects the accuracy of the information reported includes --
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s), influencing or attempting to influence a covered Federal action; or

- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- d. The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract. Please review Clause 52.203-12 for detailed information about this requirement. A full text version of the clause will be made available upon request to the Contracting Officer.

PART II - CONTRACT CLAUSES

SECTION I - Contract Clauses

I.1. CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clauses by reference from the Federal Acquisition Regulation (48 CFR Chapter 1) with the same force and effect as if set forth in full text. Upon request, the Contracting Officer will make its full text available.

Clause	Title	Date
52.202-01	Definitions	Oct. 1995
52.203-02	Certificate of Independent Price Determination	Apr 1985
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-07	Anti-Kickback Procedures	July 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan. 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan. 1997
52.203-11	Certification & Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 1991
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (\$100,000 & Over)	June 1997
52.204-4	Printing/Copying Double-Sided on	June 1996

	Recycled Paper	
52.215-01	Examination of Records by Comptroller General	April 1984
52.215-02	Audit and Records Negotiation	June 1999
52.215-8	Order of Precedence--Uniform Contract Format	Oct 1997
52.215-16	Facilities Capital Cost of Money	Oct 1997
52.222-26	Equal Opportunity	April 1984
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	April 1984
52.222-36	Affirmative Action for Handicapped Workers	April 1984
52.227-01	Authorization and Consent (Alternate I)	April 1984
52.232-01	Payments	April 1984
52.232-08	Discounts for Prompt Payment	July 1985
52.232-09	Limitation on Withholding of Payments	April 1984
52.232-11	Extras	April 1984
52.232-17	Interest	April 1984
52.232-23	Assignment of Claims	Jan. 1985
52.232-25	Prompt Payment	April 1989
52.232-28	Electronic Funds Transfer Payment Methods	April 1989
52.232-33	Method of Payment Electronic Funds Transfer	August 1996
52.233-01	Disputes	April 1984
52.243-01	Changes - Fixed Price - Alternate I	April 1984
52.245-02	Government Property (Fixed-Price Contracts)	April 1984
52.246-25	Limitation of Liability - Services	April 1984
52.249-04	Termination for Convenience of the Government (Services) (Short Form)	April 1984
52.249-08	Default (Fixed-Price Supply and Services)	April 1984

The following clauses are incorporated in full text:

I.2. REPORTS - PROTECTION OF PERSONAL AND PROPRIETARY RIGHTS

The contents of all reports submitted to the Commission under this contract will be made available to the public. Therefore, the Contractor agrees to clearly and conspicuously mark any reported information (including names of individuals) public disclosure of which, to the knowledge or reasonable belief of the Contractor, would be an invasion of personal privacy or a violation of proprietary rights, in order that such information may be readily identified and deleted before the report is released to the public.

I.3. ORGANIZATIONAL CONFLICTS OF INTEREST - THIS PROCUREMENT

- a. The Contractor warrants that, to the best of its knowledge and belief there are no relevant facts which could give rise to an organizational conflict of interest, as defined in Section I.3, Organizational Conflicts of Interest, RFP CPSC-P-00-1168, or that the Contractor has disclosed to the Contracting Officer all relevant information pertaining to such a conflict of interest.
- b. The Contractor agrees that if, after award, it discovers an organizational conflict of interest, as defined in this document, it will immediately notify the Contracting Officer in writing of the conflict. The notification shall include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflict. The CPSC may; however, terminate the contract for the convenience of the Government if such action is determined by the Contracting Officer to be in the best interest of the Government.
- c. If the Contractor is aware of an organizational conflict of interest, as defined in this document, before receiving award of this contract but does not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.
- d. The Contractor shall include the provisions of this clause in all subcontracts for work to be performed in support of this contract. The term "contract," "Contractor," and "Contracting Officer" shall be modified appropriately in such subcontracts to preserve the Government's rights under this contract.

I.4. ORGANIZATIONAL CONFLICTS OF INTEREST

- a. Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased in the performance of this contract because of past, present, or currently planned interests (financial, contractual, organizational, or otherwise, which relate to the work under this contract), and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance under this contract.
- b. Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as the "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity.

- c. Restrictions applicable to technical consulting and management support services contracts.
 - (1) The Contractor shall be ineligible to participate in any capacity in CPSC contracts, subcontracts, or proposals therefore (solicited or unsolicited), other than follow-on contracts for additional technical consulting and management support services, which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any technical consulting or management support services work under this contract that relates to any of its own products or services, or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing.
 - (2) If the Contractor, under this contract, prepares a complete or essentially complete statement of work or specifications to be used by CPSC in future competitive procurements, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.
 - (3) Nothing in this clause shall preclude the Contractor from offering or selling its standard commercial items to the Government.
- d. Restrictions on use of information.
 - (1) If the Contractor, in the performance of this contract, obtains access to information such as CPSC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not:
 - (a) use such information for any private purpose unless the information has been released or otherwise made available to the public;
 - (b) compete for work for the CPSC based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;
 - (c) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and
 - (d) release such information unless such information has previously been released or otherwise made available to the public by CPSC.
 - (2) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act

of 1974 (5 U.S.C. 522a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

- (3) The Contractor shall have, subject to patent, data, and security provisions of this contract, the right to use technical data it first produces under this contract for its private purpose provided that, as of the date of such use, all reporting requirements of this contract have been met.
- e. Duty to disclose conflicts discovered after award. The Contractor agrees that if, after award, it discovers an organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure to the Contracting Officer, including a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflict. The CPSC, may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.
- f. Restrictions on subcontracts. The Contractor shall include this clause, including this paragraph, in subcontracts of any tier which involve performance or work of the type specified in paragraph c. above, or access to information of the type covered in paragraph d. above. The terms "contract," "contractor," and "Contracting Officer" shall be appropriately modified in such subcontracts to impose the same restrictions on subcontractors as this clause imposes on the Contractor.
- g. Remedies. For breach of any of the above restrictions, or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate the contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- h. Waiver. Contractor's request for waiver or modification under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver or modification and the reasons in the support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver or modification in writing.

I.5. PROTEST AFTER AWARD (Fixed Price)

- a. Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to

minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either -

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor requests an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- e. The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - List of Attachments

Attachments:

- A. Disclosure of Lobbying Activities, Standard Form LLL, 1 page and Continuation Sheet, 1 page