AWARD / CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700): RATING S1

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2. CONTRACT (Proc. Inst. Ident.) NO.: CPSC-C-00-1064

3. EFFECTIVE DATE: Dec 15, 1999

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.: 00-1064/002

5. ISSUED BY — CODE CPSC

US CONSUMER PRODUCT SAFETY COMM
DIVISION OF PROCUREMENT SERVICES
4330 EAST WEST HWY ROOM 517
BETHESDA, MD 20814-4408

BEVERLY Y WELLS B12 (301) 504-0444/1156
BWELLS@CPSC.GOV

6. ADMINISTERED BY (If other than Item 5) — CODE BYW

BEVERLY Y. WELLS

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, County, State and Zip Code)

VISUAL INFORMATION SYSTEM, INC.
8901 TRIPLE RIDGE ROAD
FAIRFAX STATION VA 22039

Vendor ID: 00017714
DUNS: 949182182
CEC:
Cage Code:
TIN: 541668162

CODE / FACILITY CODE

8. DELIVERY: ☐ FOB ORIGIN ☐ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT: Net 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) to THE ADDRESS SHOWN IN: ITEM PAYMENT

11. SHIP TO/MARK FOR — CODE ISIS142

CONSUMER PRODUCT SAFETY COMMISSION
DIVISION OF INFORMATION SYSTEMS
4330 EAST WEST HWY ROOM 506
BETHESDA, MD 20814-4408

12. PAYMENT WILL BE MADE BY — CODE PAYMENT

CONSUMER PRODUCT SAFETY COMM
ACCT OFFICER DIV OF FIN MGMT ROOM 522
WASHINGTON, DC 20207

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

☐ 10 U.S.C 2304(c)( ) ☒ 41 U.S.C 253(c)(5) 15 U.S.C. 637(a)

14. ACCOUNTING AND APPROPRIATION DATA

00 EXOB-PS 2420.00 0099948 25.2302

15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	SERVICE: COMPUTER PROGRAMMING SERVICES (TASKS SPECIFIED ON FOLLOWING PAGES.) THIS CONTRACT IS AWARDED PURSUANT TO SECTION 8(a) OF THE SMALL BUSINESS ACT [15 U.S.C. 637(a)] AND 41 U.S.C. 253(c)(5), AND IN	*Tasks 5 and 6 are not being funded at this time. The Contractor shall not perform tasks 5 and 6 unless ordered by the Government in accordance with Section I.11.		TOTAL:	$150,000.00*

15G. TOTAL AMOUNT OF CONTRACT US$ 150,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ 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 obligations 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. (Attachments are listed herein.)

18. ☐ 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 in full 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): VINH Q. NGUYEN - PRESIDENT

20A. NAME OF CONTRACTING OFFICER: ROBERT J FROST (301) 504-0444

19B. NAME OF CONTRACTOR — BY _____ (Signature of person authorized to sign)

19C. DATE SIGNED: 12/15/99

20B. UNITED STATES OF AMERICA — BY _____ (Signature of Contracting Officer)

20C. DATE SIGNED: 12-15-99

NSN 7540-01-152-8069
PREVIOUS ADDITION UNUSABLE

STANDARD FORM 26 (REV. 4-85)
Prescribed by GSA - FAR (48 CFR) 53.214 (a)

SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY US$	UI	UNIT PRICE	AMOUNT US$
	ACCORDANCE WITH THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSUMER PRODUCT SAFETY COMMISSION AND THE SMALL BUSINESS ADMINISTRATION ON STREAMLINED 8(a) PROCEDURES. THE SBA WDO REQUIREMENT NO. IS 0353-00-000101.				
	THE CONTRACTOR SHALL PROVIDE COMPUTER PROGRAMMING SERVICES TO COMPLETE THE FOLLOWING TASKS:				
0001	TASK 1 - CONVERT THE NATIONAL ELECTRONIC INJURY SURVEILLANCE SYSTEM (NEISS) RECORD SYSTEM FROM dBASE TO POWERBUILDER/SYBASE AND ADD TWO NEW MODULES: DEATH CERTIFICATES (DTHS) ACCOUNTING, AND MEDICAL EXAMINERS PROGRAM (MECAP) ACCOUNTING IN ACCORDANCE WITH SECTION C.3.b.(1).	1	EA	75,000.00	75,000.00
0002	TASK 2 - INTEGRATE FORM 182 AND IN-DEPTH INVESTIGATIONS (INDP) DATA ENTRY IN ACCORDANCE WITH SECTION C.3.b.(2).	1	EA	35,000.00	35,000.00
0003	TASK 3 - ENHANCE THE EPHQ/EPID (EPIDEMIOLOGY HEADQUARTERS/NEISS UPDATE) APPLICATION IN ACCORDANCE WITH SECTION C.3.b.(3).	1	EA	10,000.00	10,000.00
0004	TASK 4 - ENHANCE THE EPHQ APPLICATION IN ACCORDANCE WITH SECTION C.3.b.(4).	1	EA	20,000.00	20,000.00
0005	TASK 5 - OPTION - ENHANCE THE HOTLINE APPLICATION IN ACCORDANCE WITH SECTION C.3.b.(5), IF ORDERED BY THE GOVERNMENT AS SPECIFIED IN SECTION I.11., OPTION FOR ADDITIONAL SERVICES.	1	EA	40,000.00	40,000.00
	FUNDS ARE NOT PRESENTLY AVAILABLE FOR THIS TASK 5.				
0006	TASK 6 - OPTION - COMPLETE AND IMPLEMENT A FULLY FUNCTIONAL COMMISSION INFORMATION SYSTEM CROSS-DATABASE SEARCH PROGRAM BASED ON THE EXISTING PROTOTYPE IN ACCORDANCE WITH SECTION C.3.b.(6), IF ORDERED BY THE GOVERNMENT AS SPECIFIED IN SECTION I.11., OPTION FOR ADDITIONAL SERVICES.	1	EA	10,000.00	10,000.00
	FUNDS ARE NOT PRESENTLY AVAILABLE FOR THIS TASK 6.				

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY US$	UI	UNIT PRICE	AMOUNT US$
0007	TASK 7 - ANALYZE CURRENT IMAGING PROCESS AND PROVIDE RECOMMENDATION IN ACCORDANCE WITH SECTION C.3.b.(7).	1	EA	10,000.00	10,000.00

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SECTION A - Award/Contract Form

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SECTION B - Supplies or Services and Prices/Costs

B.1. DESCRIPTION OF SERVICES

This is an 8(a) contract for computer programming services as described in Section C.3., STATEMENT OF WORK.

B.2. CONTRACT TYPE

This is a nonpersonal services, firm-fixed-price per task contract, with options.

B.3. SERVICES AND PRICES

a. The Contractor shall perform computer programming services to complete tasks 1 through 4 and task 7, as specified herein. Funds are not presently available for tasks 5 and 6. Thus, the Contractor shall not perform tasks 5 and 6 unless so ordered by the Government in accordance with Section I.11., OPTION FOR ADDITIONAL SERVICES.

b. The Contractor will be paid in accordance with the price schedule on pages 2 and 3 for completing tasks 1 through 4 and task 7 as specified in Section C.3., STATEMENT OF WORK. If tasks 5 and 6 are ordered by the Government as specified in paragraph a. above, the Contractor will be paid in accordance with the prices listed in the schedule for completing tasks 5 and 6.

SECTION C - Description/Specifications/Work Statement

C.1. BACKGROUND INFORMATION

The Consumer Product Safety Commission (CPSC) requires analysis, design, conversion, and programming of front-end PowerBuilder 6.5/7.0 client programs running under Windows 95; and analysis, design, and implementation of back-end Sybase Adaptive Server version 11.3 applications using business rules, stored procedures, and triggers. Support is needed for the continuing expansion and enhancement of the agency's Commission Information System (CIS), which is made up of database applications such as Epidemiology, Compliance, Hotline, and Field.

C.2. OBJECTIVE

To obtain information technology services for database restructuring and application programming.

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.1., GOVERNMENT FURNISHED MATERIALS/EQUIPMENT.

a. Within ten (10) calendar days after the effective date of the contract, the Contractor shall meet with the CPSC Project Officer to discuss the contract requirements. The meeting will take place at the CPSC headquarters facility located at 4330 East West Highway, Room 506, Bethesda, Maryland.

b. The Contractor shall perform the following tasks:

(1) TASK 1 - Convert the National Electronic Injury Surveillance System (NEISS) Record System from dBase to Powerbuilder/Sybase and add two new modules: Death Certificates (DTHS) Accounting, and Medical Examiners Program (MECAP) Accounting

(a) The Contractor shall analyze the current NEISS Record System (NARS) and meet with users to gather requirements. Epidemiology Data Collection (EHDS) currently has a set of small applications that are collectively referred to as NARS. These applications are written in dBase software and only allow one user at a time to access the data in any particular application. The applications include Contract Costs, Contract Worksheets, Evaluation Visits, and Mailing List as described below. The Contractor shall convert these applications to the PowerBuilder/Sybase environment so that they will be multi-user applications and so that they can more easily interface with other Commission Information System (CIS) applications. The replacement CIS application suite shall also include two (2) new applications: DTHS Accounting and MECAP Accounting as described below. The Contractor shall organize the replacement CIS application like the Epidemiology Headquarters (EPHQ) application with a set of

icons appearing on the opening screen, each of which launches one of the following applications:

(i) Contract Costs - This application tracks the costs per case and additional annual costs for each hospital. New data is entered for each fiscal year. The data is used by the Epidemiology Quality Control (EPQC) application to produce annual cost projections and costs-to-date. This application shall allow the user to add/update/delete costs for a given hospital and fiscal year. It shall also produce a report that lists all inputs for a given fiscal year.

(ii) Contract Worksheets - This application tracks the information used to calculate the total contract costs and cost per case. It is used as a tool when negotiating rates for NEISS contracts. The users must be able to add/update/delete a record for a given hospital and worksheet type. There are four record types: (c)Third Party, (s)Standard, (p)Telephone, and (a)Access. The application also prints the worksheet for a given hospital and worksheet type. Each worksheet shows the inputs, and then calculates the time required to perform each NEISS task and the cost of NEISS participation.

(iii) Evaluation Visits - This application stores the results of each hospital evaluation visit. It shall allow the user to add/update/delete a visit record for a given hospital and year/month. The application also produces a report which lists all the inputs and two calculated fields (percent reported and percent in-scope).

(iv) Mailing List - This application stores mailing addresses of NEISS coders, data entry personnel, and produces mailing labels for a given team. The user shall be able to add/update/

delete records. Records to be updated or deleted will be selected from a list of records sorted alphabetically by name. The application also produces a report that lists all records by team.

(v) DTHS Accounting - This new application shall allow the user to enter the cost per case as well as fixed annual costs. The user shall be able to add/update/delete a record for a given state and fiscal year of death. The new application shall also produce reports which show the total cost-to-date for a given state and fiscal year of death.

(vi) MECAP Accounting - This new application shall allow the user to enter the cost per case as well as fixed annual costs. The user shall be able to add/update/delete a record for a given coroner (identified by source code) and fiscal year received. The new application shall also produce reports that show the total cost-to-date for a given coroner and fiscal year received.

(b) The Contractor shall design Sybase database structures, triggers, stored procedures, and Powerbuilder source code; and devise a written work plan to convert the NARS system from dbase to PowerBuilder/Sybase and add two new modules: DTHS Accounting and MECAP Accounting as described above. The Contractor shall submit the written work plan to the CPSC Project Officer for review and approval before programming the new NARS system. If the CPSC Project Officer requires corrections to the work plan, the Contractor shall modify the plan within five (5) working days after being informed by the Project Officer of the required corrections. Upon receipt of the CPSC Project Officer's written approval of the work plan, the Contractor shall program the new NARS system.

(c) The Contractor shall store code and executables and database procedures in electronic format on CPSC's system for the

NARS system. The Contractor shall fully test the new NARS system prior to implementation. The CPSC Project Officer will test the new NARS system before acceptance. The Contractor shall make corrections, if any, to the NARS system within ten (10) working days after being informed by the Project Officer of the required corrections. Upon completion of this task, the Contractor shall provide written user and system documentation for the NARS system to the CPSC Project Officer.

(2) Task 2 - Integrate In-depth Investigation Form (Form 182) and In-depth Investigations (INDP) Data Entry

(a) The Contractor shall analyze the current Data Entry for 182 and INDP and meet with users to gather requirements. Field investigators prepare the form 182, which serves as a coversheet to an investigation report, using the Acrobat form tool. Data entry contractors later key information from the form into the INDP table. In order to increase the efficiency of the process and improve the quality of the data, CPSC staff would like to capture information for INDP at the time the investigator prepares the form 182. The Contractor shall program a new data entry application that allows investigators to enter information for the form 182 and then saves the data into database tables structured like the INDP tables. The new data entry application should perform edit checks that insure the validity of each coded element.

(b) The Contractor shall modify the Integrated Field System (IFS) application to allow review of the 182 data and to create an Adobe portable document format (PDF) file containing the 182 data. This will occur when the supervisor statuses a case as complete. The 182 data shall be written to a PDF file and then imported into an empty 182 form. The resulting 182 PDF shall be saved to the appropriate location on the Emilee file server. This process will likely require the use of the PDF toolkit, which is available at no charge on the Adobe web site.

(c) The Contractor shall modify the EPHQ application to import the INDP data from the intermediate database tables into the indpmain, indpprod, and indpnarr tables when the EHDS analyst statuses the case complete.

(d) Because the EHDS analyst may need to make corrections to the 182 data, the Contractor shall modify either the EPHQ or Epidemiology Data Entry (EPData) to provide the same capability as IFS to produce the 182 PDF.

(e) The Contractor shall design Sybase database structures, triggers, stored procedures, and Powerbuilder source code; and devise a written work plan to Integrate Form 182 and INDP Data Entry as specified above. The Contractor shall submit the written work plan to the CPSC Project Officer for review and approval before programming the new Data Entry application. If the CPSC Project Officer requires corrections to the work plan, the Contractor shall modify the work plan within five (5) working days after being informed by the Project Officer of the required corrections. Upon receipt of the CPSC Project Officer's written approval of the work plan, the Contractor shall program the new Data Entry application.

(f) The Contractor shall store code and executables and database procedures in electronic format on CPSC's system for the new Data Entry application. The Contractor shall fully test the new Data Entry application prior to implementation. The CPSC Project Officer will test the new Data Entry application before acceptance. The Contractor shall make corrections, if any, to the new Data Entry application within ten (10) working days after being informed by the Project Officer of the required corrections. Upon completion of this task, the Contractor shall provide written user and system documentation for the new Data Entry application to the CPSC Project Officer.

(3) <u>TASK 3</u> - Enhance the EPHQ/EPID (Epidemiology Headquarters/NEISS Update) Application

(a) The Contractor shall analyze the current EPHQ/EPID application and meet with users to

gather requirements. The Contractor shall set up a nightly program that checks for availability of PDF file for completed NEISS Compliance investigations and sends an e-mail message to the appropriate Compliance Officer (based on category id) with the PDF file attached.

(b) The Contractor shall design Sybase database structures, triggers, stored procedures, and Powerbuilder source code; and devise a written work plan to enhance the EPHQ/EPID application as described above. The Contractor shall submit the written work plan to the CPSC Project Officer for review and approval before programming the new EPHQ/EPID application. If the CPSC Project Officer requires corrections to the work plan, the Contractor shall modify the work plan within five (5) working days after being informed by the Project Officer of the required corrections. Upon receipt of the CPSC Project Officer's written approval of the work plan, the Contractor shall program the new EPHQ/EPID application.

(c) The Contractor shall store code and executables and database procedures in electronic format on CPSC's system for the enhanced EPHQ/EPID application. The Contractor shall fully test the enhanced EPHQ/EPID application prior to implementation. The CPSC Project Officer will test the enhanced EPHQ/EPID application before acceptance. The Contractor shall make corrections, if any, to the enhanced EPHQ/EPID application within ten (10) working days after being informed by the Project Officer of the required corrections. Upon completion of this task, the Contractor shall provide written user and system documentation for the enhanced EPHQ/EPID application to the CPSC Project Officer.

(4) <u>TASK 4</u> - Enhance the EPHQ Application

(a) The Contractor shall analyze the current EPHQ application and meet with users to gather requirements. The Contractor shall program the EPHQ application to create and recognize reports as follows:

(i) The Contractor shall create a first level report to show the number of death certificates and MECAP reports by state and month. The Contractor shall create a second level report to attempt to match the MECAP incidents to the death certificates, so that unmatched death certificates and MECAP reports can be identified. These reports will assist EHDS analysts in identifying states with the greatest potential for improved MECAP or death certificate reporting.

(ii) The Contractor shall enhance the EPHQ application to automatically recognize Quality Control (QC) reports for inclusion in the weekly and monthly runs. The list of reports shall include brief documentation, which will be stored in a table and maintained by the user.

(b) The Contractor shall design Sybase database structures, triggers, stored procedures, and Powerbuilder source code; and devise a written work plan to enhance the current EPHQ application as described above. The Contractor shall submit the written work plan to the CPSC Project Officer for review and approval before programming the reports. If the CPSC Project Officer requires corrections to the work plan, the Contractor shall modify the work plan within five (5) working days after being informed by the Project Officer of the required corrections. Upon receipt of the CPSC Project Officer's written approval of the work plan, the Contractor shall program the reports.

(c) The Contractor shall store code and executables and database procedures in electronic format on CPSC's system for the reports. The Contractor shall fully test the report programs prior to implementation. The CPSC Project Officer will test the report programs before acceptance. The Contractor shall make corrections, if any, to the report programs within ten (10) working days after being informed by the Project Officer of the required corrections. Upon completion of this task, the Contractor shall provide

written user and system documentation for the report programs to the CPSC Project Officer.

(5) TASK 5 - OPTION (SEE SECTION I.11.) - Enhance the Hotline Application

THIS TASK 5 IS AN OPTION AND IS NOT BEING FUNDED AT THE TIME OF CONTRACT AWARD. THE CONTRACTOR SHALL NOT BEGIN PERFORMANCE ON THIS TASK UNLESS NOTIFIED IN WRITING BY THE CONTRACTING OFFICER IN ACCORDANCE WITH SECTION I.11., OPTION FOR ADDITIONAL SERVICES.

(a) The Contractor shall analyze the current Hotline application and meet with users to gather requirements. The Contractor shall enhance the current Hotline application as follows:

(i) Automate generation of MS Word acknowledgement letters and mailing labels when consumers do not have e-mail.

(ii) Modify two existing product-related questionnaires.

(iii) Add two new product-related questionnaires.

(iv) Interface Hotline with other CIS applications.

(b) The Contractor shall design Sybase database structures, triggers, stored procedures, and Powerbuilder source code; and devise a written work plan to enhance the current Hotline application as described above. The Contractor shall submit the written work plan to the CPSC Project Officer for review and approval before programming the enhanced Hotline application. If the CPSC Project Officer requires corrections to the work plan, the Contractor shall modify the work plan within five (5) working days after being informed by the Project Officer of the required corrections. Upon receipt of the CPSC Project Officer's written approval of the work plan, the Contractor shall program the enhanced Hotline application.

(c) The Contractor shall store code and executables and database procedures in electronic format on CPSC's system for the enhanced Hotline application. The Contractor shall fully test the enhanced Hotline application prior to implementation. The CPSC Project Officer will test the enhanced Hotline application before acceptance. The Contractor shall make corrections, if any, to the enhanced Hotline application within ten (10) working days after being informed by the Project Officer of the required corrections. Upon completion of this task, the Contractor shall provide written user and system documentation for the enhanced Hotline application to the CPSC Project Officer.

(6) TASK 6 - OPTION (SEE SECTION I.11.) - Complete and implement a fully functional Commission Information System Cross-Database Search Program based on the existing prototype.

THIS TASK 6 IS AN OPTION AND IS NOT BEING FUNDED AT THE TIME OF CONTRACT AWARD. THE CONTRACTOR SHALL NOT BEGIN PERFORMANCE ON THIS TASK UNLESS NOTIFIED IN WRITING BY THE CONTRACTING OFFICER IN ACCORDANCE WITH SECTION I.11., OPTION FOR ADDITIONAL SERVICES.

(a) The Contractor shall analyze the current Search Program and meet with users to gather requirements. The Contractor shall:

(i) Identify, define, and finalize all data fields required by application based on prototype design.

(ii) Design and create a database of all data fields required by application based on prototype design.

(iii) Design and create Powerbuilder application programs based on prototype design.

(iv) Design and create a procedure for updating the meta-tables used as index files for cross-database searching.

(b) The Contractor shall devise a written work plan to complete and implement a fully functional Commission Information System

Cross-Database Search Program based on the existing prototype as described above. The Contractor shall submit the written work plan to the CPSC Project Officer for review and approval before programming the new Search Program. If the CPSC Project Officer requires corrections to the work plan, the Contractor shall modify the work plan within five (5) working days after being informed by the Project Officer of the required corrections. Upon receipt of the CPSC Project Officer's written approval of the work plan, the Contractor shall program the new Search Program.

(c) The Contractor shall store code and executables and database procedures in electronic format on CPSC's system for the new Search Program application. The Contractor shall fully test the new Search Program application prior to implementation. The CPSC Project Officer will test the new Search Program application before acceptance. The Contractor shall make corrections, if any, to the new Search Program application within ten (10) working days after being informed by the Project Officer of the required corrections. Upon completion of this task, the Contractor shall provide written user and system documentation for the new Search Program application to the CPSC Project Officer.

(7) TASK 7 - Analyze Current Imaging Process and Provide Recommendation

(a) The Contractor shall analyze the current imaging process, meet with users to gather requirements, and recommend a method for automating the conversion of IPII, DTHS, and IDI TIF files to PDF format. The current process requires manual intervention.

(b) Upon completion of the analysis, the contractor shall provide a written report documenting in narrative and flowchart form the current imaging process and the steps required for its automation. The Contractor shall submit the written report to the CPSC Project Officer for review. If the CPSC Project Officer requires corrections to the report, the Contractor shall modify the

report within ten (10) working days after being informed by the Project Officer of the required corrections.

c. Work Schedule

The Contractor may perform work at the Government's site and at the Contractor's site as feasible. All work that has to be performed at the Government's site, located at 4330 East West Highway in Bethesda, Maryland, shall be performed between the hours of 8 AM and 5 PM, weekends and Federal holidays excluded. Federal Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day
Inauguration Day

and any other days designated as Federal Holidays.

d. General Requirements

(1) The Contractor shall assign qualified and trained employees to perform the tasks under this contract.

(2) The Contractor employees shall exercise reasonable standards of employee competency, conduct, and integrity. The Contractor shall be responsible for taking such disciplinary action with respect to its employees as may be necessary to maintain such standards.

(3) The Contractor employees' attire on government premises must be presentable and appropriate for the work to be performed, i.e. clean, untorn clothing; no tee-shirts or shorts; and shall exercise good personal hygiene.

(4) The Contractor employees must conduct themselves in a courteous manner with speech free of profanities. The employees shall not loiter,

sleep, horseplay, or indulge in the use of alcohol or controlled substances while assigned to the Government's business.

(5) The Contractor employees shall limit the use of Government property to official Government business.

(6) The CPSC Project Officer may reject at any time Contractor employees who are not presentable in appearance and/or conduct, or deemed unsuitable by the Government.

C.4. REPORTING REQUIREMENTS

The Contractor shall submit the following reports (with the exception of the oral report) to the Project Officer, with a copy of the cover letter to the Contracting Officer:

a. Oral Reports (weekly):

(1) Format:

Telephone call or meeting

(2) Content:

(a) major accomplishments and progress
(b) description of any problems encountered
(c) work plan for next two weeks

b. Written Status Reports (monthly):

(1) Format:

(a) letter format
(b) typewritten and reproducible
(c) white bond paper

(2) Content:

(a) major accomplishments and progress
(b) description of any problems encountered
(c) work plan for next month
(d) the contract pursuant to which the report is prepared
(e) the name of the Contractor preparing the report pursuant to such contract

c. Written Final Report (contract conclusion):

(1) Format:

(a) letter format
(b) typewritten and reproducible
(c) white bond paper and 3 1/2" Word diskette

(2) Content:

(a) overview of final/completed project
(b) major accomplishments
(c) description of unresolved problems
(d) recommendations for future enhancement to system
(e) copies of code
(f) the contract pursuant to which the report is prepared
(g) the name of the Contractor preparing the report pursuant to such contract

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 - Inspection and Acceptance

E.1. INSPECTION AND ACCEPTANCE

a. All materials submitted for approval will be reviewed by the Project Officer within five (5) working days after date of receipt.

b. Acceptance/rejection will be transmitted to the Contractor by the Project Officer, in writing, within ten (10) working days after date of receipt.

c. Acceptance/rejection will be based on conformance with C.3., STATEMENT OF WORK, and C.4., REPORTING REQUIREMENTS.

SECTION F - Deliveries or Performance

F.1. PERIOD OF PERFORMANCE

The contract period shall be from the effective date of this contract through December 13, 2000. 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:

	ITEM	QUANTITY	DELIVERY OR PERFORMANCE
(1)	Meet with the CPSC Project Officer to discuss contract requirements (See C.3.a.)	1 meeting	Within 10 calendar days after effective date of contract
(2)	Analyze current NARS system, meet with users, and submit written work plan [See C.3.b.(1)(a) and (b)]	1 copy of work plan	Within 10 working days after date of meeting
(3)	Program new NARS system [See C.3.b.(1)(b)]		Upon receipt of the CPSC Project Officer's written approval of the work plan, and completed in phases from 1/15/00 through 6/15/00*
(4)	Test and implement new NARS system, and provide written user and system documentation [See C.3.b.(1)(c)]		Within 5 working days after programming new NARS system

*The Contractor shall complete this deliverable in phases and by the completion dates listed in Section 2.9, Deliverable Schedule, of the Contractor's proposal dated November 10, 1999.

(5)	Modify new NARS system, if corrections are required by the CPSC Project Officer [See C.3.b.(1)(c)]		Within 10 working days after being informed by the CPSC Project Officer of any corrections
(6)	Analyze current Data Entry for 182 and INDP, meet with users, and submit written work plan [See C.3.b.(2)(a) thru (e)]	1 copy of work plan	Within 10 working days after date of meeting
(7)	Program new Data Entry application [See C.3.b.(2)(e)]		Upon receipt of the CPSC Project Officer's written approval of the work plan, but no later than 8/1/00
(8)	Test and implement new Data Entry application, and provide written user and system documentation [See C.3.b.(2)(f)]		Within 5 working days after programming new Data Entry application
(9)	Modify new Data Entry application, if corrections are required by the CPSC Project Officer [See C.3.b.(2)(f)]		Within 10 working days after being informed by the CPSC Project Officer of any corrections
(10)	Analyze current EPHQ/EPID application, meet with users, and submit written work plan [See C.3.b.(3)(a) and (b)]	1 copy of work plan	Within 10 working days after date of meeting

(11)	Program new EPHQ/EPID application [See C.3.b.(3)(b)]		Upon receipt of the CPSC Project Officer's written approval of the work plan, but no later than 8/15/00
(12)	Test and implement new EPHQ/EPID application, and provide written user and system documentation [See C.3.b.(3)(c)]		Within 5 working days after programming new EPHQ/EPID application
(13)	Modify new EPHQ/EPID application, if corrections are required by the CPSC Project Officer [See C.3.b.(3)(c)]		Within 10 working days after being informed by the CPSC Project Officer of any corrections
(14)	Analyze the current EPHQ application, meet with users, and submit written work plan [See C.3.b.(4)(a) and (b)]	1 copy of work plan	Within 10 working days after date of meeting
(15)	Program EPHQ reports [See C.3.b.(4)(b)]		Upon receipt of the CPSC Project Officer's written approval of the work plan, but no later than 9/15/00
(16)	Test and implement EPHQ report programs, and provide written user and system documentation [See C.3.b.(4)(c)]		Within 5 working days after programming EPHQ reports

(17)	Modify EPHQ report programs, if corrections are required by the CPSC Project Officer [See C.3.b.(4)(c)]		Within 10 working days after being informed by the CPSC Project Officer of any corrections
(18)	Analyze current imaging process and meet with users [See C.3.b.(7)(a)]		Within 10 working days after date of meeting
(19)	Submit written report on imaging process analysis and recommendation [See C.3.b.(7)(b)]	1 original	No later than 11/30/00
(20)	Modify analysis/ recommendation report on Imaging process, if corrections are required by the CPSC Project Officer [See C.3.b.(7)(b)]		Within 10 working days after being informed by the CPSC Project Officer of any corrections
(21)	Provide Oral Reports (See C.4.a.)		Every 7 calendar days after beginning first task
(22)	Submit Written Status Reports (See Section C.4.b.)	1 original	Every 30 calendar days after beginning first task
(23)	Submit Written Final Report (See Section C.4.c.)	1 original & a 3 1/2" Word disk.	No later than 12/13/00

F.3. PLACE OF DELIVERY OR PERFORMANCE

a. The Contractor shall perform tasks at the Government's site and/or at the Contractor's site as appropriate.

b. Place of delivery or performance for the Government's site is as follows:

U.S. Consumer Product Safety Commission
Division of Information Systems
4330 East West Highway, Room 506
Bethesda, Maryland 20814-4408
Attn: John Clements
Project 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 or the Contractor may access the full text electronically at: http://www.arnet.gov/far.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
CLAUSE: 52.242-15, Stop-Work Order (August 1989)

SECTION G - Contract Administration Data

G.1. CONSIDERATION

a. As consideration for its satisfactory performance, the Contractor will be paid in accordance with the price schedule on pages 2 and 3 for completing tasks 1 through 4, and task 7.

b. Optional Services - If the option items listed at tasks 5 and 6 are ordered by the Government during the contract period in accordance with Section I.11, OPTION FOR ADDITIONAL SERVICES, the Contractor will be paid in accordance with the prices stated in the schedule for tasks 5 and 6.

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

d. 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 after completion of each task. 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 (if applicable).
(9) Shipping cost terms (if applicable).
(10) Payment terms.
(11) Other substantiating documentation or information as specified in the contract.
(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:

Ms. Deborah Peebles-Hodge, Prompt Payment Officer
Consumer Product Safety Commission
Division of Financial Services, Room 522
Washington, D.C. 20207
(Phone: 301-504-0018)

f. SF 1034 and 1035 forms will be furnished by CPSC, Division of Financial Services, upon request of the Contractor.

G.4. METHOD OF PAYMENT

Payments by the Government under this contract will be made by check or electronic funds transfer (EFT) at the option of the Government.

G.5. 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.6. PROJECT OFFICER DESIGNATION

John Clements, of the Commission's Division of Information Systems, has been designated as the Government's Project Officer for this contract. This individual may be reached on (301) 504-0445, ext. 1111.

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.2., 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.7. KEY PERSONNEL

a. The Contractor has identified the following individuals as key personnel who will be assigned to perform work under this contract:

NAME	TITLE
Vinh Q. Nguyen	Project Manager
Joey Phounsavath	Sr. Programmer

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.

SECTION H - Special Contract Requirements

H.1. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

a. While the Contractor is performing work at the Government's site, the Government will furnish to the Contractor for use in connection with this contract the materials/equipment set forth below:

(1) Computer equipment (network PC's)
(2) Office space (desks and chairs)
(3) All necessary computer software (Powerbuilder, Sybase, etc.) and access to databases

b. 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.

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

H.2. BACKGROUND SECURITY CHECKS FOR CONTRACTOR EMPLOYEES

a. All Contractor employees to be utilized for performance under this contract may be subjected to a National Agency Check and Inquiry (NACI). These background checks will be performed at the Government's expense. The CPSC contact point for these checks is Mr. James Shupe. Mr. Shupe can be reached at (301) 504-0666, ext. 1153.

b. The Contractor shall, upon request of the Commission, provide whatever information is necessary about each employee to facilitate the performance of this check. This information shall be provided at the expense of the Contractor.

c. If the background check is deemed to be necessary on employees, it will be performed as soon as practicable after they enter into service.

d. Background checks may be updated as determined to be necessary by CPSC.

e. By accepting this contract, the Contractor certifies none of the employees who will be assigned to perform work 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 (5) years.

f. The Contractor agrees to remove 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 once performing under this 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 pose a threat to personnel or property.

g. FAILURE BY THE CONTRACTOR TO COMPLY WITH THE TERMS OF THIS CLAUSE MAY RESULT IN TERMINATION OF THE CONTRACT.

H.3. INSURANCE

In accordance with the Federal Acquisition Regulation (FAR) 28.301 and 28.307-2, and Clause 52.228-5 of this contract entitled "Insurance--Work on a Government Installation, Jan 1997," the Contractor shall at its own expense provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance set forth below:

a. Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability

coverage of at least $100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

b. General liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least $500,000 per occurrence.

c. Insurance Clause. The Contractor shall present evidence of insurance coverage in compliance with a. and b. above within 15 calendar days of award.

H.4. CPSC SMOKE-FREE POLICY

a. All Contractor employees working on-site at CPSC under this contract shall comply with the Commission's smoke free policy which became effective July 6, 1993.

b. This policy prohibits smoking in all CPSC-owned and leased space, both headquarters and field offices, in order to protect the health and comfort of employees and guests. This includes the East West Towers Building in Bethesda, Maryland.

c. Failure by the Contractor's employees to comply with the terms of this clause may be treated as a default pursuant to the terms of this contract and could result in termination of the contract for default.

H.5. SEAT BELT USE

In an effort to reduce deaths and injuries resulting from motor vehicle accidents, Executive Order 13043 was issued on April 16, 1997 which requires Federal employees to use seat belts while on official business. The Executive Order also encourages federal contractors, subcontractors, and grantees to adopt and enforce on-the-job seat belt policies and programs for their employees when operating Government-owned or leased vehicles, company-owned, rented, or personally owned vehicles.

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 their full text available or the Contractor may access the full text of a clause electronically at this address: http://www.arnet.gov/far.

Clause	Title	Date
52.202-1	Definitions	October 1995
52.203-3	Gratuities	April 1984
52.203-5	Covenant Against Contingent Fees	April 1984
52.203-7	Anti-Kickback Procedures	July 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	January 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	June 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	June 1996
52.215-2	Audit and Records--Negotiation	June 1999
52.215-8	Order of Precedence--Uniform Contract Format	October 1997
52.219-14	Limitations on Subcontracting	December 1996
52.222-3	Convict Labor	August 1996
52.222-26	Equal Opportunity	February 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	April 1998
52.222-36	Affirmative Action for Workers with Disabilities	June 1998

52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	January 1999
52.223-2	Clean Air and Water	April 1984
52.223-6	Drug-Free Workplace	January 1997
52.227-14	Rights in Data--General	June 1987
52.228-5	Insurance--Work on a Government Installation	January 1997
52.232-23	Assignment of Claims	January 1986
52.232-34	Payment by Electronic Funds Transfer--Other than Central Contractor Registration	May 1999
52.233-1	Disputes Alternate I	December 1998 December 1991
52.233-3	Protest after Award	August 1996
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	April 1984
52.239-1	Privacy or Security Safeguards	August 1996
52.242-13	Bankruptcy	July 1995
52.243-1	Changes-Fixed Price Alternate I	August 1987 April 1984
52.245-2	Government Property (Fixed-Price Contracts) Alternate I	December 1989 April 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price)	September 1996
52.249-8	Default (Fixed-Price Supply and Service)	April 1984

The following clauses are incorporated in full text:

I.2. SECTION 8(a) DIRECT AWARD

a. This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Consumer Product Safety Commission (CPSC). SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

Washington District Office
1110 Vermont Avenue, NW, 9th Floor
Washington, DC 20043-4500

b. The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

c. The Contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

I.3. YEAR 2000 WARRANTY

The Contractor warrants that any software delivered or developed under this contract shall be able to accurately process date/time data (including, but not limited to,

calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions for the software, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

I.4. 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, before such document is published or otherwise disclosed to the public, to assure compliance with Section 6(b) of the Consumer Product Safety Act (15 U.S.C. Section 2055(b), Commission regulations (16 C.F.R. Part 1101), and a Commission directive (Order 1450.2). These provisions restrict disclosure by Commission Contractors of information that (1) permits the public to identify particular consumer products or (2) reflects on the safety of a class of consumer products. Prior submission allows the Commission staff to review the Contractor's information and comply with the applicable restrictions. CPSC should be advised of the Contractor's desire to submit or publish an abstract or a report as soon as practical.

b. Any publications of or publicity pertaining to, the Contractor's document shall include the following:

"This project (study) (report) has been (partially) funded with federal funds from the United States Consumer Product Safety Commission under contract number CPSC-C-00-1064. 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.

I.5. HANDLING OF CONFIDENTIAL INFORMATION

a. If the Contractor obtains confidential business information about any company in connection with performance of this contract, either from the CPSC or from the other company itself, the Contractor agrees that it will hold the information in confidence and not disclose it either to anyone outside the CPSC or to any Contractor employee not involved in performance of this contract.

b. At the completion of performance of this contract, the Contractor shall return any confidential information, obtained as described above, either to its owner or to the CPSC. No such information shall be retained by the Contractor. Furthermore, the Contractor agrees not to use any such confidential business information for any purpose other than performance of this contract.

c. FAILURE BY THE CONTRACTOR TO COMPLY WITH THE TERMS OF THIS CLAUSE MAY BE TREATED AS A DEFAULT PURSUANT TO THE TERMS OF THIS CONTRACT.

I.6. 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. This clause 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. 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, or that the Contractor has disclosed to the Contracting Officer all relevant information pertaining to such a conflict of interest.

d. If the Contractor is aware of an organizational conflict of interest with respect to this contract before receiving award of this contract, but does not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

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. Remedies. For nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default or convenience, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

g. Waiver. The 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.7. RESTRICTIONS ON USE OF INFORMATION

a. 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.

b. 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. 552a), 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.

c. 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.

d. Restrictions on subcontracts. The Contractor shall include this clause, including this paragraph, in subcontracts of any tier which involve access to the type of information specified in paragraph a. of this clause. 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.

e. Remedies. For breach of any of the above restrictions, 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.

f. 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.8. CONTRACTOR USE OF CPSC ADP RESOURCES

As identified in Section H.1., GOVERNMENT FURNISHED MATERIALS/EQUIPMENT, the Contractor is to be furnished certain CPSC ADP 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 ADP facilities, equipment or other resources by Contractor personnel shall be limited to performance of the work described in the contract.

I.9. AUDIT AND EXAMINATION OF RECORDS BY CPSC/COMPTROLLER GENERAL

In compliance with the Consumer Product Safety Act, Section 27(i)(2), the Contractor is hereby notified that the Commission and the Comptroller General of the United States, or their duly authorized representatives, shall have access for the purpose of audit and examination to any books, documents, papers, and records of the recipients that are pertinent to the grants or contracts entered into under this Act under other than competitive bidding procedures.

I.10. PRIVACY ACT

This contract does not require the Contractor to maintain a system of records as defined in the Privacy Act of 1974. More specifically, the Contractor is not required to, and agrees not to, maintain any system of records for or on behalf of the U.S. Consumer Product Safety Commission, in which any records or any personal data are indexed by, or retrieved by a person's name, social security number, or any other unique identification.

I.11. OPTION FOR ADDITIONAL SERVICES

The Government may require the Contractor to perform the services identified in Sections B and C as option items and at the prices stated in Section B. The Contractor shall not perform the tasks identified in this contract as options, unless the Contractor receives written notice from the Contracting Officer requesting that the Contractor perform the services. The Contracting Officer may exercise the option to order the services by written notice to the Contractor no later than 60 calendar days prior to the end of the contract period. The Government will not be obligated to pay for any services rendered by the Contractor and identified as options in this contract, which the Government did not order in accordance with this section.