

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, an officer or employee of Congress, or an employee or a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

c. The disclosure form, OMB Standard Form LLL entitled "Disclosure of Lobbying Activities" is included as Attachment J.4. to this contract.

d. 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.

e. 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. The Contractor may request that the Contracting Officer provide full text versions of the FAR provision and clause specified in paragraph a. of this section for review, or the Contractor may review the full text

versions of the provision and clause at <http://www.arnet.gov/far> for detailed information about this requirement.

H.7 SERVICE CONTRACT ACT

-
This contract is subject to the Service Contract Act of 1965, as amended, and is incorporated by reference (see Section I.1.).

H.8. WAGE DETERMINATION

If a determination is made that a Department of Labor Wage Determination applies to the labor categories performing services under this contract, the Wage Determination will be attached to this contract and the Contractor will be required to comply with the provisions of the Wage Determination.

H.9. CHANGE-OVER

The Contractor may be replaced by a successor Contractor in the performance of the kind of effort required by this contract. The Contractor shall cooperate to effect an orderly and efficient transition to any such successor contractor during a transition period to be specified by the Contracting Officer.

H.10. CPSC SMOKE FREE POLICY

All Contractor employees working on-site at CPSC under this contract shall comply with the Commission's smoke free policy. 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. 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.11 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 leases vehicles, company-owned, rented, or personally owned vehicles.

PART II - CONTRACT CLAUSES

SECTION I - Contract Clauses

I.1. CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address <http://www.arnet.gov/far>.

<u>Clause No</u>	<u>Title</u>	<u>Date</u>
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	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.209-6	Protection the Government's Interest When Sub-Contracting with Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
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 Sub-contracting	December 1996
52.222-1	Notice to the Government of Labor Disputes	February 1997
52.222-3	Convict Labor	August 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
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	January 1999

Era

52.222-41	Service Contract Act of 1965, as Amended	May 1989
- 52.222-43	Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts)	May 1989
FPR TEMP REG. 76	Revision of Labor Standards for Federal Service Contracts	February 1984
52.224-1	Privacy Act Notification	April 1984
52.224-2	Privacy Act	April 1984
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	August 1996
52 228-5	Insurance - Work on a Government Installation	January 1997
52 232-01	Payments	April 1984
52.232-19	Availability of Funds for the Next Fiscal Year	April 1984
52.232-23	Assignment of Claims	January 1986
52.232-25	Prompt Payment	June 1997
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
52.237-3	Continuity of Services	-January 1991
52.242-13	Bankruptcy	July 1995
52.243-1	Changes-Fixed Price Alternate I	August 1987 April 1984
52.245-1	Property Records	April 1984
52 245-2	Government Property (Fixed-Price Contracts) Alternate I	April 1984 April 1984
52.245-19	Government Property Furnished "As Is"	April 1984
52 246-25	Limitation of Liability - Services	February 1997
52.248-1	Value Engineering Alternate III	February 2000 April 1984
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	April 1984
52.249-8	Default (Fixed-Price Supply and Services)	April 1984

I.2. DISCLOSURE OF INFORMATION

The Contractor agrees, in the performance of this contract, to keep the information contained in the source documents furnished by the Government in the strictest confidence, said information being the sole property of the Government, and shall not disclose any confidential information to the public. The Contractor also agrees not to publish, reproduce, or otherwise divulge such information, in whole or in part, in any manner or form,

nor authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in his/her possession, to those employees who must have the information to perform the work provided herein and agrees to notify the Contracting Officer and Project Officer immediately in the event he/she determines any reason to suspect a breach of this agreement. The Contractor will be notified of procedures to be followed for handling storing and duplicating documents and other materials that are determined by the Government to be protected information.

I.3. 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. 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.
- b. The Contractor shall require each such employee to execute an affidavit as set forth in Attachment J 3., Affidavit of Nondisclosure; the original and one copy of each affidavit shall be sent to the CPSC Contracting Officer.
- 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.4. RIGHTS IN DATA

- a. The term "subject data" as used herein means recorded information, whether or not copyrighted, that

is delivered or specified to be delivered under this contract. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, motion pictures with or without accompanying sound, motion picture scripts, musical compositions, sound tracks, translations, survey reports, research or study reports, instruction manuals, and related information. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

- b. All "subject data" first produced in the performance of this contract shall be the sole property of the Government. Except for his own internal use, the Contractor shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such data to the public.
- c. The Contractor agrees to grant and does hereby grant to the Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world (1) to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data not first produced or composed in the performance of this contract but which is incorporated in the work furnished under this contract; and (2) to authorize others so to do.
- d. The Contractor shall indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and

expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this contract.

- e. Nothing contained in this clause shall imply a license to the Government under any patent to be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- f. Paragraphs c. and d. above are not applicable to material furnished to the Contractor by the Government and incorporated into the work furnished under the contract. Provided, Such incorporated material is identified by the Contractor at the time of delivery of such work.
- g. Whenever any subject data is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Government's rights in this subcontractor's subject data.

I.5 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.6. PUBLIC INFORMATION

Rights to all information, uses, processes, patents, and other developments resulting from this contract will be

made available by the Commission to the public without charge on a nonexclusive basis. Nothing in this provision shall be construed to deprive any person of any right which he may have had, prior to entering into this contract, to any patent, patent application, or invention or to any proprietary data or trade secret. The Contractor agrees that he will include this provision in all subcontracts made under this contract.

I.7 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY 1989) (Ref: FAR 52 222-42)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C 5341 or 5332.-

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A
WAGE DETERMINATION

Employee Class	Monetary Wage - Fringe Benefits
Information Coordinator V (Supervisory)	\$25.47 - GS-12
Information Coordinator IV	\$17.56 - GS-9
Information Coordinator III	\$14.36 - GS-7
Information Coordinator II	\$12.92 - GS-6
Information Coordinator I	\$11.59 - GS-5
Clerk Typist	\$10.36 - GS-4
plus benefits @ 27 1%	

I.8 CONTRACTOR USE OF CPSC ADP RESOURCES

a. As identified in Section H.3., 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.

- b. Prior to utilizing any CPSC ADP resources, other than those provided for under Section H.3. of this contract, the Contractor shall contact the CPSC Project Officer and provide an estimate (written if requested) of the amount of resources to be required and shall request that a time be scheduled for use of the resources. In the event of any scheduling conflict between CPSC contract work and in-house CPSC work, the CPSC in-house work shall take precedence unless otherwise specified by the CPSC Project Officer.

I.9. OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. At the option of the Government, this contract is renewable for the periods of 10/01/02 through 09/30/03, 10/01/03 through 09/30/04, 10/01/04 through 09/30/05, 10/01/05 through 09/30/06 by the Contracting Officer giving written notice of renewal to the Contractor prior to the expiration date of the previous contract period, provided that, the Contracting Officer shall give preliminary notice of the Government's intention to renew at least 60 days before the contract is to expire. (Such preliminary notice shall not be deemed to commit the Government to renewals)
- b. The exercise of option period I shall be at the hourly rates specified in Section B 3 and shall not exceed the amounts set forth in Section I.11.
- c. The exercise of option period II shall be at the hourly rates specified in Section B.3. and shall not exceed the amounts set forth in Section I.11.
- d. The exercise of option period III shall be at the hourly rates specified in Section B 3. and shall not exceed the amounts set forth in Section I.11.
- e. The exercise of option period IV shall be at the hourly rates specified in Section B.3. and shall not exceed the amounts set forth in Section I.11.

I 10. AVAILABILITY OF FUNDS
(APR 1984) (Ref: FAR 52.232-18)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.11. INDEFINITE QUANTITIES

a. It is impossible to determine the exact quantities of services described herein that will be required during the performance of the contract; however, a minimum amount will be obligated and paid for during the basic period unless the contract is terminated. The Contractor is obligated to furnish all services described herein for the stated minimum and, if ordered, furnish additional services up to the stated maximum.

b. Basic Period (10/01/01 - 9/30/02):

It is estimated that the Commission's total requirements under the basic period will not exceed \$445,000.00. A minimum of \$45,000.00 will be obligated and paid for under the basic period unless the contract is terminated. The Contractor is obligated to furnish all services described herein for the stated minimum hours and if, as ordered, furnish additional services up to the maximum of \$445,000 00.

c. Option I: (10/1/02 - 9/30/03):
(If exercised)

It is estimated that the Commission's total requirements under Option Period I will not exceed \$490,000.00. A minimum of \$45,000.00 will be obligated and paid for under Option Period I, if

exercised, unless the contract is terminated. The Contractor is obligated to furnish all services described herein for the stated minimum hours and if, as ordered, furnish additional services up to the maximum of \$490,000.00.

- d. Option II: (10/1/03 - 9/30/04):
(If exercised)

It is estimated that the Commission's total requirements under Option Period II will not exceed \$500,000.00. A minimum of \$45,000.00 will be obligated and paid for under Option Period II, if exercised, unless the contract is terminated. The Contractor is obligated to furnish all services described herein for the stated minimum hours and if, as ordered, furnish additional services up to the maximum of \$500,000.00.

- e. Option III. (10/1/04 - 9/30/05):
(If exercised)

It is estimated that the Commission's total requirements under Option Period III will not exceed \$520,000.00. A minimum of \$45,000.00 will be obligated and paid for under Option Period III, if exercised, unless the contract is terminated. The Contractor is obligated to furnish all services described herein for the stated minimum hours and if, as ordered, furnish additional services up to the maximum of \$520,000.00.

- f. Option IV: (10/1/05 - 9/30/06):
(If exercised)

It is estimated that the Commission's total requirements under Option Period IV will not exceed \$545,000.00. A minimum of \$45,000.00 will be obligated and paid for under Option Period IV, if exercised, unless the contract is terminated. The Contractor is obligated to furnish all services described herein for the stated minimum hours and if, as ordered, furnish additional services up to the maximum of \$545,000.00.

I.12. 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, co-sponsor, 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.

- 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, or that the Contractor has disclosed to the Contracting Officer all relevant information pertaining to such a conflict of interest.
- b. 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.
- c. 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.
- d. 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.

- e. 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.
- 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.13. 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. 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.
- 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

I 14. 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

U.S. Small Business Administration
Washington District Office
1110 Vermont Av., N.W., 9th Floor
Washington, D.C. 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 the 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

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

SECTION J - List of Attachments

Attachments:

- J.1. Affidavit of Nondisclosure, 1 page
- J.2. Disclosure of Lobbying Activities, Standard Form LLL, 1 page and Continuation Sheet, 1 page
- J.3. Incentive Fee Plan

AFFIDAVIT OF NONDISCLOSURE

I will not disclose to any person or persons, except in the course of my duties, or use for my personal benefit, any information or the contents of any materials obtained or received by me under Contract No. CPSC-P-02-1001 between the Consumer Product Safety Commission and myself.

I understand that any illegal use or disclosure of the information or materials contained under the contract will subject me to Title 18, United States Code, Section 641, which provides, in part, "Whoeversteals.....or knowingly converts to his use or the use of another, or without authority, sells, conveys or disposes of any record . . .or thing of value of the United States or any department or agency thereof..... shall be fined not more than \$10,000.00, or imprisoned not more than ten years, or both."

Executed this 12th day of February, ~~2000~~²⁰⁰¹, at MD, (state).

Thomas L. Walker

(Print Name)

Thomas L. Walker

(Signature)

Feb 12, 2001

(Date of Signature)

Witnessed by me on this _____ day of _____ 20_____.

(Name of Witness)

(Date of Witness Signature)

(Witness Signature)

(Title of Witness)

QUARTERLY EVALUATION

[October, November, December]

[April, May, June]

DATE:

[January, February, March]

[July, August, September]

CONTRACT MANAGEMENT (10%)	OUTSTANDING (10 POINTS)	SATISFACTOR (10 POINTS)	UNSATISFACTORY (10 POINTS)
1 Invoices are accurate when received by CPSC. Supporting documentation is complete and accurate (Based on actual documentation submitted with billing invoice to CPSC by contractor). [Section G.3.b. 1-13, pages 28-29]	Invoices were accurate and had all supporting documentation	N/A	Invoices were returned due to inaccuracies or missing documentation.

NOTES:

QUARTERLY EVALUATION

A-1

QUARTERLY EVALUATION

[October, November, December]

[April, May, June]

DATE:

[January, February, March]

[July, August, September]

CONTRACTOR/STAFF/EMPLOYEE (10%)	OUTSTANDING (2 points)	SATISFACTORY (1 point)	UNSATISFACTORY (0 points)
<p>2 Contractors' HR Dept. provides CPSC's Project Officer and/or alternate Project Officer with applications and/or resumes or pre-screened, qualified (<i>qualified designates applicants that possess a minimum of 2 years of direct work experience in customer service, business management, social work, education or psychology Applicants must possess a high school diploma, six months of computer experience, basic telecommunications knowledge and type 40 wpm. Applicants must also possess excellent writing, spelling, punctuation & speaking skills.</i>) applicants, in response to recruitment requests. (Based on resumes, applications and testing results of potential employees)</p> <p>[Section C 3 b. (3)-(7) pages 8-9]</p>	<p>¹ Project Officer and/or alternate Project Officer received applications resumes of pre-screened, qualified applicants, who were hired within 45 days of recruitment request</p>	<p>Project Officer and/or alternate Project Officer received applications resumes of pre-screened, qualified applicants, who were hired within 45-90 days of recruitment request</p>	<p>Project Officer and/or alternate Project Officer received applications/resumes of pre-screened, qualified applicants, who were hired 91 or more days after recruitment request</p>

NOTES:

QUARTERLY EVALUATION

[October, November, December]

[April, May, June]

DATE:

[January, February, March]

[July, August, September]

A. CONTRACTOR MANAGEMENT (20pts)	On-site and accessible supervision (2 points)	N/A	No supervision (or acting supervision) OR there was not at least one employee fluent in both Spanish and English was present during a specific time, during any day the Hotline was in operation, [excluding two 10-minute breaks] (This includes, not opening the Hotline on time, due to late arrivals, etc.)
<p>3 Contractor will provide accessible on site supervision (or will notify Project Officer and alternate project officer) via email of any acting supervisor if regular supervisor is not on site) and will have at least one employee fluent in both English & Spanish, whenever the Hotline is in operation [excluding two 10 minute breaks]. All supervisors shall designate an acting supervisor(s) while they take their lunch break. (M-F 8 30am - 5 00pm) Contractor staff shall use the time shown on the digital clock located near the time and attendance book located in the supervisor's office when signing in and out each day. (Based on "spot-check" reviews of attendance log book and email notifications of acting supervision)</p> <p>[Section C.3.b (2) page 8 & Section C.3 b (9) page 9]</p>	<p>On-site and accessible supervision (or acting supervision) and one employee fluent in both Spanish and English were on duty whenever the Hotline was in operation [excluding two 10-minute breaks]</p>	<p>N/A</p>	<p>No supervision (or acting supervision) OR there was not at least one employee fluent in both Spanish and English was present during a specific time, during any day the Hotline was in operation, [excluding two 10-minute breaks] (This includes, not opening the Hotline on time, due to late arrivals, etc.)</p>

NOTES:

QUARTERLY EVALUATION

A-3

QUARTERLY EVALUATION

[October, November, December]

[April, May, June]

DATE:

[January, February, March]

[July, August, September]

4	Other matters of consideration during this period
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NOTES:

QUARTERLY EVALUATION [October, November, December] [April, May, June]

DATE: [January, February, March] [July, August, September]

BUDGETARY STANDARDS (ANNUAL PERFORMANCE GOALS)	Outstanding (2 points)	Satisfactory (4 points)	Unsatisfactory (0 points)
<p>1. At least 90% of calls transferred from the Microlog Intelra System to contract staff are answered before being transferred to the voice mail system or in accord with a modified schedule that has been submitted via email and approved by the Project Officer and/or alternate Project Officer (Based on call monitoring spot-checks and sample calls). [C 3 d (6) page 13]</p>	<p>At least 90% of calls transferred from the Microlog Intelra System to contract staff were answered before being transferred to the voice mail system or in accord with a modified schedule that was submitted via email and approved by the Project Officer and/or Alternate Project Officer</p>	<p>80 - 89% of calls transferred from the Microlog Intelra System to contract staff were answered before being transferred to the voice mail system</p>	<p>79% or less of calls transferred from the Microlog Intelra System to contract staff were answered before being transferred to the voice mail system.</p>

NOTES:

QUARTERLY EVALUATION B-1

QUARTERLY EVALUATION

[October, November, December]

[April, May, June]

DATE:

[January, February, March]

[July, August, September]

B. CUSTOMER SERVICE AND PERFORMANCE (60%)	Outstanding (2 points)	Satisfactory (1 point)	Unsatisfactory (0 points)
<p>2. Contract staff shall retrieve, log and respond to at least 85% of after-hour voicemail messages by the C.O.B. the next business day or in accord with a modified schedule that has been submitted via email and approved via email by the Project Officer and/or Alternate Project Officer (Based on spot-check reviews of after-hours logs)</p> <p>[C 3 d (2), page 13]</p>	<p>Contract staff retrieved, logged and responded to at least 85% of after-hour voicemail messages by the C O B the next business day or in accord with a modified schedule that was submitted via email and approved via email by the Project Officer and/or alternate Project Officer</p>	<p>Contract staff retrieved, logged and responded to 80 - 84% of after-hour voicemail messages by the C O.B. the next business day</p>	<p>Contract staff retrieved, logged and responded to 79% or less of after-hour voicemail messages by the C.O B the next business day</p>

NOTES.

QUARTERLY EVALUATION

B-2

QUARTERLY EVALUATION

[October, November, December]

[April, May, June]

DATE:

[January, February, March]

[July, August, September]

Customer Service and Performance (40 points)	Outstanding (20 points)	Satisfactory (40 points)	Unsatisfactory (0 points)
<p>4 Contractor shall process incident reports and forward them electronically to program offices for further commission actions within 4 working hours of receipt at least 85% of the time or in accord with a modified schedule that has been submitted via email and approved via email by the Project Officer and/or alternate Project Officer (Based on spot-check reviews of incident reports).</p> <p>[C 3. d (4) page 13]</p>	<p>Contractor processed incident reports and forwarded them electronically to program offices for further commission actions within 4 working hours of receipt at least 85% of the time or in accord with a modified schedule that was submitted via email and approved via email by the Project Officer and/or alternate Project Officer</p>	<p>Contractor processed incident reports and forwarded them electronically to program offices for further commission actions within 4 working hours of receipt 80 -84% of the time.</p>	<p>Contractor processed incident reports and forwarded them electronically to program offices for further commission actions within 4 working hours of receipt 79% or less of the time</p>

NOTES:

QUARTERLY EVALUATION

B-4

QUARTERLY EVALUATION

[October, November, December]

[April, May, June]

DATE:

[January, February, March]

[July, August, September]

CUSTOMER SERVICE AND PERFORMANCE (60%)	(Outstanding (2 points))	Satisfactory (1 point)	Unsatisfactory (0 points)
<p>5 Contractor will acknowledge, correctly respond to or route Internet e-mail requests within 8 working hours of receipt at least 90% of the time or in accord with a modified schedule that has been submitted via email and approved via email by the Project Officer and/or alternate Project Officer (Based on spot-check of Information Center Internet message logs)</p>	<p>Contractor acknowledged, correctly responded to or routed Internet e-mail requests within 8 working hours of receipt at least 90% of the time or in accord with a modified schedule that was submitted via email and approved via email by the Project Officer and/or alternate Project Officer</p>	<p>Contractor acknowledged, correctly responded to or routed Internet e-mail requests within 8 working hours 80 - 89% of the time</p>	<p>Contractor acknowledged, correctly responded to or routed Internet e-mail requests within 8 working hours of receipt 79% or less of the time.</p>

NOTES:

QUARTERLY EVALUATION

[October, November, December]

[April, May, June]

DATE:

[January, February, March]

[July, August, September]

CUSTOMER SERVICE AND PERFORMANCE (60%)	Outstanding (2 points)	Satisfactory (1 point)	Unsatisfactory (0 points)
<p>6. Contractors shall speak or write grammatically correct English, when responding to consumers and responses shall be accurate, concise and responsive. Contractor shall have knowledge about reference materials used to answer all consumers' questions concerning safety standards, products under CPSC's jurisdiction, recalls, safety alerts and safe product use, and to refer consumers to other Federal and local government agencies when CPSC cannot help, at least 85% of the time (Based on call monitoring spot-checks and spot-checks of internet response messages)</p> <p>[C.3 b (6), (8), (13) - (17), pages 9,10-12]</p>	<p>Contractors spoke or wrote grammatically correct English, when responding to consumers and responses were accurate, concise and responsive. Contractor had knowledge about reference materials used to answer all consumers' questions concerning safety standards, products under CPSC's jurisdiction, recalls, safety alerts and safe product use, and referred consumers to other Federal and local Govt. agencies when CPSC could not help, at least 85% of the time</p>	<p>Contractors spoke or wrote grammatically correct English, when responding to consumers and responses were accurate, concise and responsive. Contractor had knowledge about reference materials used to answer all consumers' questions concerning safety standards, products under CPSC's jurisdiction, recalls, safety alerts and safe product use, and referred consumers to other Federal and local government agencies when CPSC could not help, 80 - 84% of the time.</p>	<p>Contractors spoke or wrote grammatically correct English, when responding to consumers and responses were accurate, concise and responsive. Contractor had knowledge about reference materials used to answer all consumers' questions concerning safety standards, products under CPSC's jurisdiction, recalls, safety alerts and safe product use, and referred consumers to other Federal and local government agencies when CPSC could not help, 79% or less of the time.</p>

NOTES.

QUARTERLY EVALUATION

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QUARTERLY EVALUATION

[October, November, December]

[April, May, June]

DATE:

[January, February, March]

[July, August, September]

7 Other matters of consideration during this period.

NOTES:

QUARTERLY EVALUATION

DATE: [October, November, December] [April, May, June]
 [January, February, March] [July, August, September]

MAINTAINING SYSTEMS/ PROVIDES STAFFING (ON REPAIRS, DIRECTORIES ANSWERS) 100%	Out of handling (2 points)	On Hold (2 points)
1 Contractor shall update and oversee operation of CPSC's 24-hour automated answering, reference and fax-on-demand systems, including preparing, adding, deleting, changing, recording messages, menus & directories before information is made available to the public and before consumers call into the automated answering system for information or in accord with a time requested via email by the Project Officer and/or alternate Project Officer 100% of the time. (Based on spot-checking of automated answering, reference & Fax-on-Demand systems) <u>[c.3 d (1), (18), (19) pages 12 & 16]</u>	Contractor updated and oversaw operation of CPSC's 24-hour automated answering, reference and fax-on-demand systems including preparing, adding, deleting, changing, recording messages, menus & directories before information was made available to the public and before consumers called into the automated answering system for information or in accord with a time requested via email by the Project Officer and/or alternate Project Officer 100% of the time	N/A Contractor did not update and oversee operation of CPSC's 24-hour automated answering, reference and fax-on-demand systems, OR prepare, add, delete, change, record messages, menus & directories before information was made available to the public OR before consumers called into the automated answering system for information or in accord with a time requested by the Project Officer 99% of the time or less

NOTES:

QUARTERLY EVALUATION

C-1

QUARTERLY EVALUATION

[October, November, December]

[April, May, June]

DATE:

[January, February, March]

[July, August, September]

<p>MAINWARES SYSTEMS PROVIDER'S STANDARD REPORTS, UPDATES AND/OR</p>	<p>Outstanding (2 points)</p>	<p>Satisfaction (1 point)</p>	<p>Overall Score (3 points)</p>
<p>2 Contractor will review call frequency information provided by the automated answering system & will suggest script, menu, introduction changes; deletions and additions based on this call frequency information & will provide reports of the recommended changes to the scripts, menu, introductions, deletions & additions to Project Officer verbally and submit a summary report via email on a weekly basis or in accord with a modified schedule that has been submitted via email and approved via email by the Project Officer and/or alternate Project Officer. (Based on email summary reports review)</p> <p>[C.3.d. (18), page 16]</p>	<p>Contractor reviewed call frequency information provided by the automated answering system & suggested script, menu, introduction changes, deletions and additions based on this call frequency information & provided reports of the recommended changes to the scripts, menu, introductions, deletions & additions to Project Officer verbally & submitted a summary report via email on a weekly basis or in accord with a modified schedule that has been submitted via email and approved via email by the Project Officer and/or alternate Project Officer at least 95% of the time</p>	<p>Contractor reviewed call frequency information provided by the automated answering system & suggested script; menu, introduction changes; deletions and additions based on this call frequency information & provided reports of the recommended changes to the scripts, menu, introductions, deletions & additions to Project Officer verbally & submitted a summary report via email on a weekly basis 85 - 94% of the time</p>	<p>Contractor reviewed call frequency information provided by the automated answering system & suggested script; menu, introduction changes; deletions and additions based on this call frequency information & provided reports of the recommended changes to the scripts, menu, introductions, deletions & additions to Project Officer verbally & submitted a summary report via email on a weekly basis 84% of the time or less.</p>

NOTES:

QUARTERLY EVALUATION

G-2

QUARTERLY EVALUATION

[October, November, December]

[April, May, June]

DATE:

[January, February, March]

[July, August, September]

MAINTAINS SYSTEMS, PROFILES, STATISTICAL REPORTS, HRDATES AND SOPs	Offsite/Inflight (2 points)	Satisfactory (4 points)	Unsatisfactory (0 points)
<p>3 Contractor shall be responsible for updating the hotline SOP/Training manuals as procedure(s) change or in accord with a modified schedule submitted via email and approved via email by the project officer and/or alternate Project Officer. These shall be maintained and updated in a computer directory available to all on-site hotline contract staff, the Project Officer and Alternate Project Officers and 1 complete set of updated hard copy manuals shall be maintained in the hotline area (Based on spot-checks of SOPs in computer directory and hard copy located in hotline area)</p> <p>[C.3.d. (7) page 14]</p>	<p>Contractor updated the hotline SOP/Training manuals as procedure(s) changed. These were maintained and updated in a computer directory available to all on-site hotline contract staff, the Project Officer and Alternate Project Officers and 1 complete set of updated hard copy manuals were maintained in the hotline area at least 95% of the time</p>	<p>Contractor updated the hotline SOP/Training manuals as procedure(s) changed. These were maintained and updated in a computer directory available to all on-site hotline contract staff, the Project Officer and Alternate Project Officers and 1 complete set of updated hard copy manuals were maintained in the hotline area 85 - 94% of the time</p>	<p>Contractor updated the hotline SOP/Training manuals as procedure(s) changed. These were maintained and updated in a computer directory available to all on-site hotline contract staff, the Project Officer and Alternate Project Officers and 1 complete set of updated hard copy manuals were maintained in the hotline area 84% or less of the time.</p>

NOTES:

QUARTERLY EVALUATION

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QUARTERLY EVALUATION

[October, November, December]

[April, May, June]

DATE:

[January, February, March]

[July, August, September]

<p>MAINTENANCE SYSTEMS PROVIDER STATISTICAL REPORTS, UPDATES AND SOPs 5002</p>	<p>Outstanding (2 points)</p>	<p>N/A</p>	<p>Unsatisfactory (0 points)</p>
<p>4 Contractor will keep accurate records on calls received by contractor staff, calls handled by the automated answering system, incident reports processed by contractor staff, publications requested by consumers, number of internet message responses, incident reports processed from internet messages and frequency of calls received by contract staff on "Hot topics". These records will be used to provide monthly, quarterly and annual reports; which shall be submitted with in 1 business day following the end of the month, quarter or year or in accord with a modified schedule that has been submitted via email and approved by the project officer and/or alternate Project Officer. Reports shall be maintained as computer files and provided in electronic formats Contractor shall provide Project Officer and/or alternate Project Officer with hard copies of reports when requested. (Based on spot-checks of logs, records and computer files)</p> <p>[F 2 (1) & (2) pages 25-26]</p>	<p>Contractor kept accurate records on calls received by contractor staff, calls handled by the automated answering system, incident reports processed by contractor staff, publications requested by consumers, number of internet message responses, incident reports processed from internet messages and frequency of calls received by contract staff on "Hot topics" These records were used to provide monthly, quarterly and annual reports, which were submitted with in 1 business day following the end of the month, quarter or year or in accord with a modified schedule that was submitted via email and approved via email by the project officer and/or alternate Project Officer. Reports were maintained as computer files and provided in electronic formats. Contractor provided Project Officer and/or alternate Project Officer with hard copies of reports when requested</p>	<p>N/A</p>	<p>Contractor did not keep accurate records on calls received by contractor staff, calls handled by the automated answering system, incident reports processed by contractor staff, publications requested by consumers, number of internet message responses, incident reports processed from internet messages and frequency of calls received by contract staff on "Hot topics". Or these records were not used to provide monthly, quarterly and annual reports; which shall be submitted with in 1 business day following the end of the month, quarter or year Or reports were not maintained as computer files and provided in electronic formats. OR contractor did provide Project Officer and/or alternate Project Officer with hard copies of reports when requested</p>

NOTES:

QUARTERLY EVALUATION

[October, November, December]

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MAXIMUM SCORING PROVIDED FOR EACH REPORTS (0-100%) AND/OR	(0-100%)	(0-100%)	(0-100%)
5 Contractor will provide Project Officer and/or alternate Project Officer with the updated "Directors' Report" by 10:00am each Tuesday AND will provide Project Officer and/or alternate Project Officer with updated "Lynn Barclay" report within 1 business day following the end of each month AND will update the "Time & Attendance" Spreadsheet within 5 business days after each pay period or in accord with a modified schedule submitted in writing and approved by the Project Officer and/or alternate Project Officer Contractor shall also provide custom reports as requested by the Project Officer and submit them within the time period agreed upon between the Project Officer and/or alternate Project Officer and Supervisor. All reports are to be maintained as computer files and provided in available electronic formats. Contractor will provide Project Officer and/or alternate Project Officer with hard copies of reports when requested (Based on reports received by Project Officer and spot-check of time and attendance spreadsheet).	Contractor provided Project Officer with the updated "Directors' Report" by 10 00am each Tuesday AND provided Project Officer with updated "Lynn Barclay" report within 1 business day following the end of each month AND updated the "Time & Attendance" Spreadsheet within 5 business days after each pay period or in accord with a modified schedule submitted in writing and approved by the Project Officer and/or alternate Project Officer Contractor provided custom reports as requested by the Project Officer and/or alternate Project Officer and submitted them within the time period agreed upon between the Project Officer and/or alternate Project Officer and Supervisor. All reports were maintained as computer files and provided in available electronic formats	N/A	Contractor did not provide Project Officer with the updated "Directors' Report" by 10:00am each Tuesday OR did not provide Project Officer with updated "Lynn Barclay" report within 1 business day following the end of each month OR did not update the "Time & Attendance" Spreadsheet within 5 business days after each pay period or in accord with a modified schedule submitted in writing and approved by the Project Officer and/or Alternate Project Officer Contractor did not provide custom reports as requested by the Project Officer and/or alternate Project Officer and submit them within the time period agreed upon between the Project Officer and/or alternate Project Officer and Supervisor All reports were not maintained as computer files and provided in available electronic formats

[C 6 (1) -(6), pages 22-24]

QUARTERLY EVALUATION

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QUARTERLY EVALUATION

[October, November, December]

[April, May, June]

DATE:

[January, February, March]

[July, August, September]

6. Other matters of consideration during this period

NOTES: