

AWARD / CONTRACT		1. This Contract is a rated order under DPAS 9 (15 CFR 700)	Rating	Page of Pages 1 of 35
2. Contract (Proc., Inst., Ident.) No. CPSC-C-01-1145		3. Effective Date DEC - 5 2000	4. Requisition / Purchase Request / Order No. 01-1145/006 0199948	
5. Issued By 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		Code CPSC	6. Administered By (if other than item) BEVERLY Y. WELLS Code BYW	

7. Name and address of Contractor (No., Street, City, 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	8. Delivery <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See below)
Code		Facility Code	9. Discount for prompt payment Net 30
11. Ship To / Mark For CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF INFORMATION SYSTEMS 4330 EAST WEST HWY ROOM 506 BETHESDA, MD 20814-4408		Code SIS142	10. SUBMIT INVOICES (4 copies unless otherwise specified) Address shown in:

11. Ship To / Mark For CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF INFORMATION SYSTEMS 4330 EAST WEST HWY ROOM 506 BETHESDA, MD 20814-4408		Code PAYMENT	12. Payment will be made by 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 <input type="checkbox"/> 10 U.S.C 2304C() <input checked="" type="checkbox"/> 41 U.S.C. 253 (C)(5) X 15 U.S.C. 637(a)		14. Accounting and Appropriation Data 01 EXOB-PS 2420.00 0199948 25.2302	

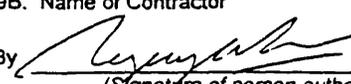
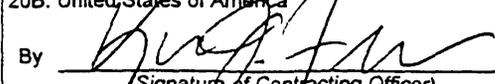
15A ITEM NO.	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	This is an indefinite-delivery indefinite-quantity contract to acquire database and application computer programming services within the scope of work described in Section C.3., STATEMENT OF WORK. The Government will order database and application computer programming services			Incremental funding in the amount of \$50,000.00 is being provided at this time. Additional funding will be provided as task orders are issued.	\$50,000.00

15G. TOTAL AMOUNT OF CONTRACT US\$ 50,000.00

(x)	Sec.	Description	Pages	(x)	Sec.	Description	Pages
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract	1-2	X	I	Contracts Clauses	25-35
X	B	Supplies or Services and Prices/Cost	5-7	Part III - List of Documents, Exhibits and other attach.			
X	C	Description/Specs/Work Statement	7-14	X	J	List of Attachments	35
X	D	Packaging and Marking	14	Part IV - Representations and Instructions			
X	E	Inspection and Acceptance	14-15	X	K	Representations, Certifications and other statements of Offerors	35
X	F	Deliveries or Performance	15-16		L	Instrs., Conds, and Notices to Offerors	
X	G	Contract Administration Data	17-20		M	Evaluation factors for Award	
X	H	Special Contract Requirements	20-24				

Contracting Officer will complete item 17 or 18 as applicable

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligation of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attached are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation number including the additions or changes made by you which additions or changes are set forth above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. Name and Title of Signer (Type or Print) VINH Q. NGUYEN - PRESIDENT	20A. Name of Contracting Officer for the Consumer Product Safety Comm. ROBERT J FROST (301) 504-0444
19B. Name of Contractor By  (Signature of person authorized to sign)	20B. United States of America By  (Signature of Contracting Officer)
19C. Date Signed 12/5/2000	20C. Date Signed 12/5/00

Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	<p>by issuing task orders under the contract in accordance with Section C.4., TASK ORDERS.</p> <p>The Contractor shall provide database and application computer programming services within the scope of work described in Section C.3., STATEMENT OF WORK. The Contractor's proposal dated November 14, 2000 and as revised December 1, 2000, is hereby incorporated by reference.</p> <p>This contract is awarded pursuant to Section 8(a) of the Small Business Act [15 U.S.C. 637(a), as amended] and 41 U.S.C. 253 (c)(5), and in accordance with the Memorandum of Understanding between the U.S. Consumer Product Safety Commission and the U.S. Small Business Administration on streamlined 8(a) procedures. The SBA WDO requirement no. is 0353-00-007022.</p>				

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SECTION A - Award/Contract Form

See pages 1 and 2 of this contract.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. DESCRIPTION OF SERVICES

This is an 8(a) contract for Visual Information System, Inc., an 8(a) firm, to provide database and application computer programming services.

B.2. CONTRACT TYPE

- a. This is an indefinite-delivery indefinite-quantity (IDIQ), non-personal services contract to Visual Information System, Inc. under the Small Business Administration 8(a) program.
- b. The contract period will not exceed a total of five (5) years, consisting of a basic period and up to four one-year option periods, if exercised by the Government in accordance with Section I.2., OPTION TO EXTEND THE TERM OF THE CONTRACT.

B.3. SERVICES AND PRICES

- a. The Contractor shall provide database and application computer programming services within the scope of the tasks described in Section C.3., STATEMENT OF WORK. Services will be specifically described in task orders issued against the IDIQ contract in accordance with Sections C.4., TASK ORDERS and I.3., ORDERING. Each task order will be priced on a firm-fixed price basis and will be computed by multiplying the appropriate hourly rates negotiated by the direct labor hours required to be performed in each labor category to complete the services specified in the task order. The rates shall include wages, indirect costs, general and administrative expense, and profit.
- b. The Government has determined that the following labor categories will be required to perform tasks within the scope of the services described in Section C.3., STATEMENT OF WORK.

Labor Category

Senior Programmer
Senior Database Administrator
Senior Software Engineer
Project Manager

- c. The following labor rates have been negotiated for the contract basic period and each option period.

**Basic Period: Effective date of award through
September 30, 2001**

<u>Labor Category</u>	<u>Hourly Rate</u>
Senior Programmer	\$89.00
Senior Database Administrator	\$89.00
Senior Software Engineer	\$92.00
Project Manager	\$95.00

Option Period 1: October 1, 2001 - September 30, 2002

<u>Labor Category</u>	<u>Hourly Rate</u>
Senior Programmer	\$93.45
Senior Database Administrator	\$93.45
Senior Software Engineer	\$96.60
Project Manager	\$99.75

Option Period 2: October 1, 2002 - September 30, 2003

<u>Labor Category</u>	<u>Hourly Rate</u>
Senior Programmer	\$ 98.12
Senior Database Administrator	\$ 98.12
Senior Software Engineer	\$101.43
Project Manager	\$104.73

Option Period 3: October 1, 2003 - September 30, 2004

<u>Labor Category</u>	<u>Hourly Rate</u>
Senior Programmer	\$104.99
Senior Database Administrator	\$104.99
Senior Software Engineer	\$108.53
Project Manager	\$112.06

Option Period 4: October 1, 2004 - September 30, 2005

<u>Labor Category</u>	<u>Hourly Rate</u>
Senior Programmer	\$112.34
Senior Database Administrator	\$112.34
Senior Software Engineer	\$116.13
Project Manager	\$119.90

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 and 7.0 client programs running under Windows 95, 98, 2000; and analysis, design, and implementation of back-end Sybase Adaptive Server applications using business rules, stored procedures, and triggers. In addition, agency applications often employ other software such as SAS, MS Office, MS Exchange/Outlook, and Adobe products. This support is needed for the continuing expansion and enhancement of the agency's Commission Information System, which is made up of database applications such as Epidemiology, Compliance, Hotline, Laboratory, and Field. Application development may also be performed for other federal agencies, such as the Center for Disease Control.

C.2. OBJECTIVE

The objective of the contract is to obtain information technology services for database and application programming.

C.3. STATEMENT OF WORK

- a. 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 in each Task Order; except as provided in H.1., GOVERNMENT FURNISHED MATERIALS/EQUIPMENT.
- b. The Contractor shall provide database and application computer programming services under Task Orders issued against the contract in accordance with Section C.4., TASK ORDERS. The types of services that will be ordered under task orders are as follows:

- (1) Meet with CPSC Staff to Define Requirements - The Contractor shall meet with the CPSC Project officer and CPSC users to define new systems or modification requirements. CPSC staff will provide all required information for the Contractor to successfully complete each task. At a minimum, CPSC staff will define the data fields, system inputs and outputs, and general business rules that are required.
- (2) Analyze Requirements and Prepare Plans - The Contractor shall analyze user requirements and prepare Application Development Plans or Application Modification Plans. The application plans shall describe at a minimum: data fields, data formats, validation and update procedures, table structures, business rules, application logic, input and output screens, and all online and hardcopy reports planned and requiring change. The CPSC users and Project Officer will approve the application plans prior to the Contractor beginning the development or making the changes. The Contractor shall develop prototypes to demonstrate application development plan assumptions and concepts, if requested by the CPSC Project Officer.
- (3) Convert Existing Applications - The Contractor shall convert existing agency applications from their current software to Powerbuilder and Sybase. Existing agency applications may be in a database, spreadsheet, word processing, text file or manual form.
- (4) Modify Existing Applications - The Contractor shall modify existing Commission Information System database applications using PowerBuilder and Sybase. Modifications will include, but are not limited to, business rules, application logic, input screens, search screens, display screens, business letters, e-mail, mailing label generation, PDF file search and retrieval, and online and hardcopy reports. In addition, the modification of one application may affect other agency applications. This occurs when more than one application shares the same data or transmits/receives data from other systems.
- (5) Develop New System Applications - The Contractor shall develop new Commission Information System database applications using PowerBuilder and Sybase. New system applications may contain

- business rules, application logic, input screens, search screens, display screens, business letters, e-mail, mailing label generation, PDF file search and retrieval, and online and hardcopy reports. It may also interface with other applications thereby sharing, sending or receiving data.
- (6) Test System Applications - The Contractor shall unit and system test new systems and all application modifications. All system and modified components shall be individually and systematically tested and the test results documented.
 - (7) Demonstrate System Applications - The Contractor shall demonstrate new systems and application modifications to the CPSC users and Project Officer, and make any corrections, as required.
 - (8) Document System Applications - The Contractor shall document new systems and application modifications describing at a minimum: input screens, search screens, display screens, business rules, application logic, table structures, business letters, e-mail, mailing label generation, PDF file search and retrieval, and online and hardcopy reports if present or changed.
 - (9) Provide Training on System Applications - The Contractor shall train users on how to use the full functionality of new or modified applications: input screens, search screens, display screens, business letters, e-mail, mailing label generation, PDF file search and retrieval, and online and hardcopy reports if present or changed.

c. Work Schedule

Upon receipt of an executed task order and written notification to proceed as specified in Section C.4.e., the Contractor shall 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 6 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 specified in each task order placed under the 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, untornd 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. TASK ORDERS

- a. The CPSC will acquire database and application computer programming services of the type specified in Section C.3.b. by issuing individual task orders under the IDIQ contract. The CPSC Project Officer will initiate the task order by submitting a requirement for the services to the Contracting Officer in the CPSC Division of Procurement Services. Each proposed task order will contain the following information:
 - (1) Contract number and task order number - Each task order will reference the IDIQ contract number and be consecutively numbered.
 - (2) Description of Services - A statement of work that clearly describes the services the Contractor will be required to perform will be provided. The services will be within the scope of work described in Section C.3.b.
 - (3) Performance Schedule - A performance schedule by which services must be completed will be provided.
 - (4) Relevant Information - Any other information relevant to the task, such as background information, place of performance, etc.
- b. The Contracting Officer will review the proposed task order to ensure that the services are within the scope of the IDIQ contract, and submit the task order to the Contractor for review and pricing.
- c. Upon the Contractor's receipt of a proposed task order from the CPSC Contracting Officer, the Contractor shall review the task order and submit an original and one (1) copy of a written project plan to the CPSC Contracting Officer within 10 working days after receipt of the task order. At a minimum, the Contractor's written project plan shall include the following information:
 - (1) Contractor's Approach - The Contractor shall provide a clear and detailed statement outlining its planned approach to complete the services described in the task order. This approach shall demonstrate the Contractor's capabilities and an understanding of the work to be performed by providing an in-depth assessment of the business rules, application logic, and system inputs and outputs required.

- (2) Performance Schedule - Each task order will state a required performance schedule. The Contractor must state if the services can be completed by the schedule proposed in the task order. The Contractor may propose a performance schedule earlier than the performance schedule specified in the task order. The CPSC reserves the right to award the task order under either the required performance schedule or the earlier performance schedule proposed by the Contractor.
 - (3) Key Personnel - The Contractor shall provide the names, job titles, and qualifications of its personnel who will be assigned to perform the services described in the task order. The Contractor shall provide current resumes on each individual that will be assigned to perform services under the task orders.
 - (4) Firm-Fixed Pricing - The Contractor shall provide the labor categories, loaded hourly labor rate for each labor category, and the number of hours in each labor category required to be worked by the assigned employees to complete the services described in each task order. The hourly labor rates proposed for each task order shall be as negotiated for the basic period and each option period as specified in Section B.3.c.
- d. The CPSC Contracting Officer and Project Officer will review the Contractor's project plan within 10 working days after receipt. As necessary, pricing and other issues related to the task order will be negotiated with the Contractor. If the CPSC requires corrections to the Contractor's work plan, the Contractor shall modify and resubmit the work plan within five (5) working days after being notified of the required corrections.
- e. The Contractor shall not commence work under any task order until the Contracting Officer provides the executed task order and written notification to the Contractor to proceed. All task orders placed under the IDIQ contract will be issued in accordance with Section I.3., ORDERING, and will contain the following information:
- (1) Effective date of order.
 - (2) Reference to IDIQ contract number.
 - (3) Task order number.

- (4) Statement of work and project plan as agreed to by the CPSC and the Contractor under the proposed task order.
- (5) Negotiated total fixed-price cost.
- (6) Accounting and appropriation data.
- (7) Performance schedule.
- (8) Any other information relevant to the task, such as background information, place of performance, key personnel, payment terms, etc.

C.5. REPORTING REQUIREMENTS

While performing services under a task order, the Contractor shall submit the following reports in hard copy (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 shall be provided on a weekly basis.

(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 shall be provided on a monthly basis for all services performed during the report period.

(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) Number of hours worked during the report period.
- (e) The contract number and task order number pursuant to which the report is prepared.
- (f) The name of the Contractor preparing the report pursuant to such contract and task order.

c. A Written Final Report shall be provided at the conclusion of each task order.

(1) Format:

- (a) Letter format.
- (b) Typewritten and reproducible.
- (c) White bond paper.

(2) Content:

- (a) Overview of final/completed project.
- (b) Major accomplishments.
- (c) Description of unresolved problems.
- (d) Recommendations for future enhancement to system.
- (e) List new systems and modifications completed. Describe at a minimum: input screens, search screens, display screens, business rules, application logic, flow charts, instructions, table structures, business letters, e-mail, mailing label generation, PDF file search and retrieval, and online and hardcopy reports as needed; provide copies of programming code, which shall comply with CPSC Development Standards.
- (f) Total number of hours worked to complete the services under the task order.
- (g) The contract number and task order number pursuant to which the report is prepared.
- (h) The name of the Contractor preparing the report pursuant to such contract and task order.

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. The CPSC Contracting Officer and Project Officer will review written project plans submitted by the Contractor for each proposed task order within ten

(10) working days as specified in Section C.4.d. Acceptance or rejection of the project plan will be provided to the Contractor in accordance with Section C.4.d.

- b. All services performed and materials submitted by the Contractor for each task order placed under the IDIQ contract will be reviewed by the CPSC Project Officer within ten (10) working days upon completion of services and receipt of materials.
- c. The CPSC Project Officer will provide to the Contractor written acceptance or rejection of the Contractor's work or materials within ten (10) working days after completion of services and submission of materials by the Contractor.
- d. Acceptance/rejection will be based on conformance with the terms and conditions of the IDIQ contract and the requirements specified in each task order.

SECTION F - DELIVERIES OR PERFORMANCE

F.1. PERIOD OF PERFORMANCE

The IDIQ basic contract period will be from the effective date of the contract through September 30, 2001. The Government may elect to extend the term of the contract for up to four years in accordance with Section I.2., OPTION TO EXTEND THE TERM OF THE CONTRACT. The total of the basic and option periods shall not exceed five (5) years.

F.2. PERFORMANCE SCHEDULE

The Contractor will be required to deliver the following items for each task order issued under the contract. The time period for the Contractor to begin performance under the task order, and any deliverables not listed below and required by the task order, will be listed in a performance schedule specified in the individual task order.

	<u>ITEM</u>	<u>QUANTITY</u>	<u>DELIVERY OR PERFORMANCE</u>
(1)	Submit written project plan upon receipt of a proposed task order (See C.4.c.)	1 original 1 copy	Within ten (10) working days after receipt of proposed task order

- | | | | |
|-----|---|----------------------|---|
| (2) | Modify and submit final project plan, if corrections are required by the CPSC Contracting Officer and Project Officer
(See C.4.d.) | 1 original
1 copy | Within five (5) working days after being notified of any required corrections |
| (3) | Provide Oral Reports for each task order
(See C.5.a.) | | Every 7 calendar days after commencing work under the task order |
| (4) | Submit Written Status Reports for each task order
(See C.5.b.) | 1 original | Every 30 calendar days after commencing work under the task order |
| (5) | Submit Written Final Report for each task order
(See C.5.c.) | 1 original | At the conclusion of each task order |

F.3. PLACE OF DELIVERY OR PERFORMANCE

- a. The Contractor shall perform services at the Government's site and/or at the Contractor's site, as feasible.
- 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

After the Government's acceptance of the work as specified in each task order, and upon the Contractor's submission of proper invoices or vouchers, the Government will pay the Contractor in accordance with the negotiated prices and payment terms specified in each task order.

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 under each task order will be made only after delivery and acceptance of all items required by the task order.
- 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. As a minimum, each invoice shall include:

- (1) The name of the business concern.
 - (2) Taxpayer identification number.
 - (3) The voucher/invoice number and date.
 - (4) The IDIQ contract number, task order number, and any other authorization for delivery.
 - (5) Accounting and appropriation data.
 - (6) Description, price, and quantity of goods or services actually delivered.
 - (7) Labor hours billed by labor category (if applicable).
 - (8) Other direct costs, with sufficient detail to determine allowability and acceptability of charges (if applicable).
 - (9) Travel costs, with applicable receipts and adequate detail to permit review/approval of costs (if applicable).
 - (10) Shipping cost terms (if applicable).
 - (11) Payment terms.
 - (12) Other substantiating documentation or information as specified in the contract.
 - (13) 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., PERFORMANCE SCHEDULE;
- (2) Performing technical evaluation as required, assisting the Contractor in the resolution of technical problems encountered during performance; and
- (3) Inspection and acceptance of all items required by the contract.

- 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. For each task order, the Contractor shall provide the name(s) and title(s) of the individuals who will be assigned to perform work under the task order.
- b. The personnel specified in each task order will be considered to be essential to the work being performed under the task order. If these individuals are unavailable for assignment for work under the task order, or if 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 under any task order, 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 task orders placed under the 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 the performance of task orders placed under the

contract. Any such material not expended in performance of task orders placed under the contract shall be returned to CPSC upon completion of the task order.

- c. All other materials/equipment required in the performance of task orders placed under the contract shall be furnished by the Contractor.

H.2. BACKGROUND SECURITY CHECKS AND CLEARANCE RECORD FOR CONTRACTOR EMPLOYEES

- a. All Contractor employees that will be utilized for performance under task orders placed under this contract must report to the CPSC Security contact named herein. Contractor employees 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 Brent Lawson, CPSC Security Contact. Mr. Lawson can be reached at (301) 504-0100, ext. 1170.
- 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 execution of this contract, the Contractor certifies none of the employees who will be assigned to perform work under task orders placed 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 Government reserves the right 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 commencing performance 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. Upon separation from service at the CPSC, each Contractor employee shall report to the CPSC Security Contact named above to obtain a Contractor Employee Accountability and Clearance Record. This record shall be completed and returned to the CPSC Security Contact.
- h. 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 the 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.

H.6. DISCLOSURE OF LOBBYING ACTIVITIES

- a. If the contract exceeds \$100,000 in value, the Contractor shall comply with Provision No. 52.203-11 entitled, "Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions" in Section K of the solicitation, and with Clause No. 52.203-12 entitled "Limitation on Payments to Influence Certain Federal Transactions."
- b. The above provision and clause prohibit the use of Federally appropriated funds (including profit or fee received under a covered Federal transaction) for lobbying activities. The Contractor shall furnish an

initial disclosure if any non-Federal funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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" was provided with the solicitation.
- 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.

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
52.203-6	Restrictions on Subcontractor Sales to the Government	July 1995
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	Protecting the Government's Interest When Subcontracting 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
52.219-8	Utilization of Small Business Concerns	October 1999
52.219-14	Limitations on Subcontracting	December 1996
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 Era	January 1999
52.223-6	Drug-Free Workplace	January 1997
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	August 1996
52.227-14	Rights in Data--General	June 1987
52.228-5	Insurance--Work on a Government Installation	January 1997
52.232-17	Interest	June 1996
52.232-19	Availability of Funds for the Next Fiscal Year Fill-in: September 30, 2001	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
52.239-1	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
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	April 1984
52.249-8	Default (Fixed-Price Supply and Service)	April 1984

The following clauses are provided in full text:

I.2. OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. The Government may extend the term of this contract beyond the basic period (effective date of award through September 30, 2001) for up to four option periods as listed below, by the Contracting Officer giving written notice of the extension to the Contractor before the contract expires.

Option Period 1: October 1, 2001 - September 30, 2002
Option Period 2: October 1, 2002 - September 30, 2003
Option Period 3: October 1, 2003 - September 30, 2004
Option Period 4: October 1, 2004 - September 30, 2005

- b. The contract period may be extended as specified in paragraph a. above, provided that the Contracting Officer gives the Contractor a preliminary written

notice of its intent to extend the contract period at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- c. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- d. The total duration of the contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.3. ORDERING

- a. Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders to the Contractor by the CPSC Contracting Officer. No task orders will be issued under the contract, after September 30, 2001, unless the Government elects to exercise the option to extend the term of the contract beyond September 30, 2001 in accordance with Section I.2., OPTION TO EXTEND THE TERM OF THE CONTRACT.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract shall control.
- c. If mailed, a task order is considered "issued" when the Government deposits the order in the mail. The CPSC Contracting Officer may issue task orders orally, by facsimile, or by electronic commerce methods.
- d. The Government will not be obligated to pay for any services rendered by the Contractor, which were not ordered in accordance with this clause.

I.4. ORDER LIMITATIONS

- a. Minimum order. The minimum dollar value of services that will be ordered during the basic period is \$50,000.00. The minimum dollar value of \$50,000.00 will be obligated and paid for during the basic period and each option period, if exercised by the Government. However, the Government is not required to order or pay for the minimum dollar value of services if the contract is terminated.
- b. Maximum order. The maximum dollar value of services that will be ordered during the basic period and each option period, if exercised by the Government, is

\$600,000.00. The Contractor is obligated to provide services ordered during the basic period and each option period, if exercised by the Government, up to the maximum dollar value of \$600,000.00.

I.5. INDEFINITE QUANTITY

- a. This is an indefinite-quantity contract for the types of services described in Section C.3.b. This contract will be effective from the date of award through September 30, 2001, which will be the basic period. At the option of the Government, this contract may be extended beyond the basic period in accordance with Section I.2., OPTION TO EXTEND THE TERM OF THE CONTRACT. The dollar value of services specified in Section I.4., ORDER LIMITATIONS, are estimates only and are not purchased by this contract.
- b. The Contractor shall provide services only as authorized by task orders issued in accordance with the Ordering clause at Section I.3. The Contractor shall furnish to the Government, when and if ordered, the services specified in individual task orders, up to and including the dollar value of services designated in Section I.4. as the "maximum." The Government shall order at least the dollar value of services designated in Section I.4. as the "minimum."
- c. Except for any limitations on the dollar value of services in the Order Limitations clause at Section I.4., there is no limit on the number of task orders that may be issued.
- d. Any task order issued during the period of the contract and not completed within that period shall be completed by the Contractor within the time specified in the task order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that task order to the same extent as if the task order were completed during the contract's effective period.

I.6. 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.7. 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.8. 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-01-1145. 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.9. 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.10. 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.11. 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.12. 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 task order.

I.13. 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.14. 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.

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

Section J - LIST OF ATTACHMENTS

Disclosure of Lobbying Activities, Standard Form LLL, 2 pages (Standard Form LLL was previously provided to the Contractor.)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

Section K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

The representations and certifications as completed by the Contractor are incorporated by reference.