

C. Upward

AWARD / CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNOER DPAS (15CFR350)		RATING S1	PAGE OF PAGES 1, 48		
2. CONTRACT (Proc. Inst. Ident.) NO. CPSC-c-97-1001		3. EFFECTIVE DATE OCT 01 1996		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 97-1001 / 2529			
5. ISSUED BY COOE CPSC US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408 PETERJNERRET B03 (301) 504-0444		6. ADMINISTERED BY (if other than Item 5) COOE pjn PETER-J NERRET (301) 504-0444 EXT 1150					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) DC ARC 900 VARNUM ST. NE WASHINGTON DC 20017-		Vendor ID: 00010347 CEC: 072634900 Cage Code: Tax ID #: 520960095		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT 00.000% 00 Net 000			
				10. SUBMITTING (4 copies unless wise specified) ADDRESS SHC			
11. SHIP TO/MARK FOR CODE EXPA103 CONSUMER PRODUCT SAFETY COMM. OFFICE OF INFO AND PUBLIC AFFAIRS 4330 EAST WEST HIGHWAY ROOM 519 BETHESDA, MD 20814-4408		12. PAYMENT WILL BE MADE BY CODE PAYMENT CONSUMER PRODUCT SAFETY COMM ACCT OFFICER DIV OF FIN MGMT ROOM 522 WASHINGTON, DC 20207					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) () 41 U.S.C. 46-48 (c)		14. ACCOUNTING AND APPROPRIATION DATA 97 2 103 42286 25.28					
15A. ITEM NO.	158. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	Distribution and Storage of CPSC Publications						
Type of Contract: Indefinite Quantity		Funding in the amount of \$24,000.00 is being provided at this time. The ceiling price for FY-97 is \$130,000.00					
		Labor, Materials & Service					
15G. TOTAL AMOUNT OF CONTRACT ► US\$ 24,000.00							
16. TABLE OF CONTENTS							
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT		J		LIST OF ATTACHMENTS	
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	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTORS NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 02 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <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 modifications or change; are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) <i>Shirley Wade</i> SHIRLEY WADE				20A. NAME OF CONTRACTING OFFICER ROBERT J FROST B01 (301) 504-0444			
19B. NAME OF CONTRACTOR BY <i>Shirley Wade</i> (Signature of person authorized to sign)		19C. DATE SIGNED JAN 15 1997		20B. UNITED STATES OF AMERICA BY <i>Robert J Frost</i> (Signature of Contracting Officer)		20C. DATE SIGNED 1/15/97	

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SECTION B - Supplies/Services and Prices/Costs

B.1. DESCRIPTION OF SERVICES

This contract is for distribution services of CPSC publications, which will include, but not be limited to, collating, folding, inserting, mailing, addressing, and possible storage of CPSC information and education materials (pamphlets, fact sheets and other printed materials on product safety). All services made part of the contract may not be utilized, but **are** included for possible future undetermined requirements.

B.2. CONTRACT TYPE

This is a Fixed Price - Labor and Material contract for services described in Section C.3., Statement of Work. This contract provides for services in E-1997. This contract includes options to extend the term of the contract for up to four (4) fiscal years.

B.3. SERVICES AND PRICES

The following rates have been established by the Committee for Purchase from the Blind and Other Severely Handicapped for fiscal year 1997, and are applicable to this contract. Pricing rates for the option years will be reviewed and adjusted, as necessary, prior to the exercise of each option year.

	Task/Item	Rates
a.	Hand Inserting	
	(1) 1 piece into envelopes, through sizes 4-1/8" x 9-1/2"	\$41.91 per 1000
	(2) Per each additional piece in same envelope, up to 3 pieces	\$ 9.86 per 1000
	(3) 1 piece into envelopes, sizes over 4-1/8" x 9-1/2" through 12" x 16"	\$51.77 per 1000
	(4) Per each additional piece in same envelope, up to 3 pieces	\$12.15 per 1000
	(5) Tight items with less than 1/8" , around	\$62.76 per 1000
b.	Hand Folding	
	(1) Single sheet, single fold, through 9" x 12"	\$21.98 per 1000
	(3) Single sheet, double fold, through sizes 9" x 12"	\$36.17 per 1000
	(2) Single sheet, single fold, sizes over 9" x 12" through 11" x 17"	\$33.35 per 1000

NOTE: A #10 Envelope is 4 1/8" x 9-1/2".

(20% Reduction in price per 1,000 allowed for all quantities in excess of initial **50,000/order**.)

- c. Machine Folding (20% Reduction in price per 1,000 allowed for all quantities in excess of initial **50,000/order**)
- (1) Single sheet, single fold through sizes **9" x 12"** \$12.05 per 1000
 - (2) Single sheet, single fold sizes over **9" x 12"** through **11" x 17"** \$16.07 per 1000
 - (3) Single sheet, double fold through sizes **9" x 12"** \$19.89 per 1000
- d. Hand Labeling
- (1) Envelopes, peel and stick, any size \$45.43 per 1000
 - (2) Self-mailer copy, peel and stick, through sizes **9" x 12"** \$51.77 per 1000
 - (3) Self-mailer copy, peel and stick, **over** sizes **9" x 12"** through **12" x 16"** \$63.20 per 1000
 - (4) Wet label, through sizes **3" x 5"** \$82.89 per 1000
- e. Machine Labeling (Cheshire Labeling) (20% reduction in price per 1,000 for all quantities in excess of initial **50,000/order**)
- (1) Envelope, size **4 1/8" x 9 1/2"** \$19.43 per 1000
 - (2) Envelope, size **9 1/2" x 12 1/2"** \$24.35 per 1000
 - (3) On **copy**, through sizes **1/8"** thick \$24.35 per 1000
 - (4) On **copy**, sizes over **1/8"** thick \$29.67 per 1000
 - (5) Piggy back labeling 10% surcharging on above machine labeling rates
- f. Sealing *a
- (1) Hand sealing envelopes, all sizes \$26.61 per 1000
 - (2) Tucking flap \$28.08 per 1000
 - (3) Closing clasp envelopes \$30.63 per 1000
 - (4) Closing string fastener envelopes \$35.72 per 1000
 - (5) Machine sealing envelopes \$19.26 per 1000
- g. Collating (Hand)
- (1) Collate and staple 2 pages \$52.30 per 1000
 - (2) Collate 2 pages only \$23.27 per 1000

	(3) Each additional page	\$11.65 per 1000
h.	Stapling	
	(1) 1 staple per book/packet	\$32.38 per 1000
	(2) Per each additional staple per book/packet	\$17.75 per 1000
i.	Saddle Stitch, Manual	
	(1) Up to 2 signatures	\$40.01 per 1000
	(2) Per each additional signature	\$ 4.39 per 1000
j.	Saddle Stitch, Auto	
	(1) Up to 2 signatures	\$28.59 per 1000
	(2) Per each additional signature	\$ 3.51 per 1000
k.	Rubber Stamping	\$31.85 per 1000
l.	Machine Inserting (20% reduction in price per 1,000 for all quantities in excess of initial 50,000/order)	
	(1) 1 piece, thru sizes 6 1/8" x 9 1/2"	\$12.22 per 1000
	(2) Each additional insert of same type	\$ 2.15 per 1000
m.	ZIP Sorting (up to #10)	
	(1) Random list up to #10 mailer	\$71.89 per 1000
	(2) List in order up to #10 mailer	\$17.38 per 1000
	(3) Oversized pieces - list in order	\$34.73 per 1000
	(4) Oversized pieces - random list	\$89.23 per 1000
n.	Tie Bundles & Bag (zip Sorting not included)	\$ 2.98 per 1000
o.	Metering by machine (Envelopes/Self Mailer)	\$19.04 per 1000
p.	Inside Pickup (in addition to Item w)'	
	(1) Handling	
	(a) Loose cartons	\$ 1.43 each
	(b) Loose skids/pallets	\$11.92 each
q.	Storage Charge Per Cubic Foot of Space Avg. skid: 80 cu. ft.	\$14.89 per full skid/per month
r.	Addressing Typewritten/Data Entry	\$0.11 per line
s.	Hourly Rate Tasks	

Hourly rates for tasks listed below includes the cost of packaging materials, except for such special containers or items as jiffy

bags, boxes, rubber stamps, plastic bags or shrink-wrapping material. Requirements, not covered by a specific task category shall be charged at the hourly rate of \$26.28 per hour.

- (1) Postal preparation (in accordance with current regulations)
- (2) Wrapping, packaging and other miscellaneous hand bindery services
- (3) Clipping, using paper clips
- (4) Tabbings (Notebook assembly)
- (5) Edge sealing (Shrink wrapping)
- (6) Precanceled Stamps
- (7) Jogging
- (8) Match Work
- (9) Pasting, strip
- (10) Pasting full
- (11) Flapping envelopes (prior to inserting)
- (12) Kit assembly
- (13) Bursting
- (14) Metering Bulk Packages/Quantities (Approx. 1,475 per hour) (varying sizes)
- (15) In and out handling for stored materials
- (16) Fulfillment
- (17) Inventorying

t. Premium charge for next work day turn-around 504 over regular bill

u. Minimum charge per order \$64.50

v. Minimum set up charge for individual machine task changes on runs of 5,000 or under \$26.70

w. **Transportation**

- (1) Delivery service or Special pickup within the Metropolitan D.C. area per trip. Trip includes pickup of up to 5 loose cartons. Excess material pickup will be charged at rates below, less 25% for loading dock pickup. \$56.75 Per/Trip
- (2) Transportation Loose **Cartons(over 5)** \$ 1.39 each
- (3) Transportation per skid or pallet, up to 2 \$66.03 per skid pallet

- | | | |
|-----|--|-----------------------------------|
| (4) | Transportation per each additional skid | \$22.00 per skid
pallet |
| x. | Special Items: Occasionally, the Contractor may be required to provide such items as rubber stamps, corrugated materials for mailing films, packing fill(strofoam peanuts) or containers, etc. These items shall be priced at cost and shown as separate items on the invoice, indicating quantity provided, unit and total price. Authorization for the purchase of special items must be given in advance by the CPSC Project Officer. | |
| y. | Photocopying | \$00.10 per copy |
| z. | Other | |
| | (1) Jiffy Bags | |
| | (2) Recycled Boxes | \$00.52 each |
| | (3) Press and Stick Labels | \$ 6.98 per 1000 |

B.4. COST

The Commission estimates that its total requirement for **FY-97** will not exceed **\$130,000.00**. It is difficult to determine the required quantities of printed materials to be distributed and possibly stored during the performance of this contract; however, a minimum of **\$10,000.00** for services will be obligated and paid for under this contract unless the contract is terminated. The Contractor is obligated to furnish all storage and distribution services described herein **for the stated minimum of \$10,000.00** and if, **as ordered**, furnish additional services up to the maximum of **\$130,000.00**.

END SECTION B.

SECTION C - Description/Specification/Work Statement

c.1. BACKGROUND INFORMATION

Under this Distribution Services project, the D.C. Association For Retarded Citizens(DCARC), a sheltered workshop, fulfills publication distribution requests, and **may** warehouse and inventory CPSC publications.

The Committee for Purchase from the Blind and Other **Severely** Handicapped (hereinafter referred to as the "Committee") is an independent Government activity with members appointed by the President of the United States. It is responsible for determining the fair market prices for which the Government shall pay for commodities and services on the Procurement List published by the Committee and distributed by the General Services Administration (GSA). The prices established by **the** Committee will remain in effect for the contract period, unless it is necessary to change due to new CPSC requirements. The new costs will be established by the Committee.

Pursuant to the requirements of the **Javits-Wagner-O'Day Act** (41 U.S.C. **46-48c**), and the rules of the Committee, (41 CFR Part **51**), the Federal Government must procure any commodity or services listed on the Procurement List from a sheltered workshop (workshop). The D.C. **Association For Retarded Citizens(DCARC)** is identified **as a** workshop and as such, if a requirement for a commodity or service identified on the Procurement List is available from **DCARC** for the period required, **CPSC** will obtain it through **DCARC** .

The D.C. Association For Retarded Citizens (hereinafter referred to as the "**Contractor**") is a qualified nonprofit agency (workshop) under the auspices of the Committee, operating in the interest of increasing employment opportunities for persons with severe **disabilities**.

c.2. OBJECTIVES

The objective of this contract is to efficiently distribute to the public, upon request, the **Commission's** information and education materials relating to **consumer** product safety.

c.3. STATEMENT OF WORK

Independently, and not **as** an agent of the Government, the Contractor shall furnish **all** necessary personnel, materials, services, and facilities to **perform** the work set forth below; except as **provided** in H.1., GOVERNMENT FURNISHED MATERIALS/EQUIPMENT.

- a. The Contractor shall fill orders for materials from authorized CPSC personnel (See **Section 1.3.**). Materials will be **provided** by the Government. They will include printed **publications**, brochures and informational **flyers**. These orders shall **normally** be mailed to consumers or delivered to Room 419, EAST WEST TOWERS BUILDING, 4330 East West **Highway**, Bethesda, Maryland. Upon request **from** the Project Officer, the Contractor shall deliver requested material to other CPSC offices located at 4330 East West Highway, Bethesda, Maryland and elsewhere in the Washington, D.C. metropolitan **area**.
- b. The Contractor shall fill single requests and large bulk requests for mailings from inside and outside CPSC as requested by the Project Officer. Regional Offices and certain consumer or industry groups **may** need larger orders. All large orders shall be mailed

directly from the Contractor's facilities. The Contractor shall utilize USPS pickup at contractor facility for regular **mails**, including bulk.

- c. The Contractor is required to provide storage and mailing facilities within a 15 mile radius of the CPSC Headquarters located at 4330 East West Highway, Bethesda, Maryland.
- d. When requested by the CPSC Project Officer, the Contractor shall **mail form letters**, supplied by the CPSC Project Officer, informing requesters that some materials are out-of-stock or if unable to totally fill an order due to insufficient quantity on hand.
- e. The Contractor shall normally pick up orders from Room 519, EAST WEST TOWERS BUILDING, 4330 East West Highway, Bethesda, Maryland, One (1) time a week. Upon request from the CPSC Project Officer, the Contractor shall pick up requested **materials** from other CPSC . offices located at 4330 East West Highway, Bethesda, Maryland. Unless otherwise specified by the Project Officer, this pick-up shall be on Thursday of each week. If a **normal pick-up day falls on** a holiday, the next workday after the holiday shall be considered a pick-up day unless other arrangements have been made with the Project Officer.
- f. CPSC will arrange for all newly printed **materialsto** be sent directly from the printer to the Contractor's location when possible. The Contractor shall send 100 copies of each new piece of material to the CPSC Project Officer for review and specific approval before distributing the material to the **public**.
- g. CPSC will provide the Contractor with legibly written orders for materials, submitted by letter or memo form which list CPSC publications by title or publication number. If **labels** are not provided by CPSC, the Contractor shall **type** the mailing label directly from the requester's letter, envelope, or memo.
- h. The Contractor shall inform the CPSC Project Officer when any particular stock item declines to a point at which **time** the estimated demand will totally deplete the stock before the month's end. The Contractor shall supply an approximate **count** of any item within one (1)hour when requested by the CPSC Project Officer. The contractor shall **notify the CPSC Project Officer of any Item out of stock within (1) one working** day of depletion.
- i. The Contractor shall collate **printed material into kits (packets)** in accordance with the guidance received from CPSC. These kits may be used for seasonal programs and conferences or for answering requests about generic product hazards.
- j. The Contractor shall submit reports as set forth in section C.4. and F.2.

c.4. REPORTING REQUIREMENTS

The Contractor shall submit typewritten reports to the CPSC Project Officer as follows:

- a. Format - the written reports shall be in the following format:
 - (1) No cover required
 - (2) Report corner stitched in upper left corner

- (3) A-4 paper
- (4) Typewritten and reproducible
- (5) Provide the following formation

- (a) Date prepared
- (b) Period covered
- (c) Name and address of Contractor
- (d) Contract number

b. Each report shall be complete, accurate, promptly and neatly typed to facilitate duplication and distribution to other CPSC offices. The content of each report shall be prepared in consultation with the CPSC Project Officer to ensure that it meets the management needs of CPSC.

c. Content - the report(s) shall contain the following:

(1) Weekly Report - listing the title of all **publications** received by DCARC from all sources for the preceding week **with** the date of delivery and quantity received.

(2) Monthly Inventory Reports

(a) The monthly inventory report shall be computerized and contain a listing of all Government owned publications, stationery, envelopes, folders and miscellaneous items in the contractor's facility. The inventory shall contain the following information:

- 1) Publication number (if applicable)
- 2) Title of publication (if applicable)
- 3) Quantity contained in each box
- 4) Previous month's beginning balance
- 5) Quantity distributed during the preceding month
- 6) Quantity distributed since the beginning of the current fiscal year
- 7) Quantity received during the previous month from all sources
- 8) **Balance** in stock at the end of month
- 9) Date inventory taken

(b) **Monthly Mailing Report** - The following information shall be submitted:

- 1) Types and sizes of mailing **containers used**; e.g. - **envelopes**, jiffy bags boxes, self mailers and total used.
- 2) Classes of mail used for **each type listed in 1. above**, e.g. - 1st **class**, air, **priority**, 3rd class.'
- 3) Total **number** mailed under each **class**; using the mail tally form (see **Attachment J.4.**).
- 4) List of projects mailed under each class and quantity mailed
- 5) Meter "**batch**" subtotals for special mailing lists such as safety alerts, news releases, etc.

(a) Identifying codes to be used with the allocator are **as follows**: 01 - Regular Mail, 08 - UPS, 100 - Safety Alerts, and 200 - News Releases.

(3) **Monthly Charges and Mailing/Postage Costs Report**

(a) On the 2nd **Monday** of every Month, through the end of the

fiscal year, the Contractor shall deliver to the Project Officer a written report of all DCARC charges and mailing/postage costs incurred during the preceding two week period.

END SECTION C.

SECTION D - PACXAGING AND MARKING

D.1. PACXAGING AND MARXING

All materials to be delivered shall be **packaged** and packed in accordance with the Contractor's best **commercial** practice in order to guarantee delivery undamaged to final destination.

END SECTION D.

SECTION E - INSPECTION AND ACCEPTANCE

E.1. INSPECTION AND ACCEPT-ANCE

- a. Upon submission of the weekly and monthly reports as **specified in C.4., REPORTING REQUIREMENTS**, the Contractor shall submit to the Contracting Officer a copy of the dated cover letter **transmitting** such deliverable.
- b. This contract incorporates the following clause by reference, **with the same force** and effect as if set forth in full text. **Upon** request, the Contracting Officer will **make** its **full** text available.

FEDERAL ACQUISITION REGULATION (48 CFR **CHAPTER 1**) CLAUSE:
52.246-4, Inspection of Services - Fixed Price (April 1984)

END SECTION E.

SECTION F - Deliveries or Performance

F.1. PERIOD OF PERFORMANCE

The period of performance for the basic period of this contract shall be from October 1, 1996 through September 30, 1997, unless otherwise extended in accordance with option to extend the term of contract (Section 1.4.).

F.2. DELIVERY OR PERFORMANCE

The following services/reports shall be delivered or performed in accordance with the following schedule:

- a. The Contractor shall **submit** one (1) copy of the Weekly Publications Received Report to the CPSC Project Officer each Tuesday for the preceding week with the date of delivery and **quantity** received, if applicable.
- b. The Contractor shall submit one (1) copy of each Monthly Inventory Report to the CPSC Project Officer no later than **the second** Tuesday of the following month, if applicable.
- c. The Contractor shall submit two (2) copies of the **Monthly Mailing** Report no **later than the** second Thursday of the following month.
- d. The Contractor shall mail out requested materials as ordered by authorized CPSC personnel, within five (5) working days after receipt of such telephone or written orders; **except for orders** marked "PRIORITY" and Regional Office orders which shall be filled within one (1) working day.

(1) Delivery orders will primarily be issued by written request (see I.3,c), but may be given by verbal telephone request or telefacsimile transmission.

- e. In the **event priority** deliveries are required, the Contractor shall respond by providing delivery within four (4) hours of the request by using **delivery** services or other **special** carriers to assure that materials **arrive** on time.
- f. Additional written or verbal reports may be requested by the CPSC Project Officer to comply with management needs of CPSC.
- g. The Contractor shall submit one (1) report of the previous monthly DCARC charges and mailing/postage costs (See Section C.4.c.(3)) to the CPSC Project Officer on the 2nd Monday of the following month.

F.3. PLACE OF DELIVERY OR PERFORMANCE

- a. Items specified in F.2. DELIVERY OR PERFORMANCE, shall be delivered FCB Destination:

If using U.S. Postal Service:

U.S. Consumer Product Safety
Commission
Office of Public Affairs
Room 519
Washington, D.C. 20207
ATTN : Ken Giles
Project Officer

If Using Courier Services
or if Contractor delivery:

U.S. Consumer Product Safety
Commission
Office of Public Affairs
Room 519
4330 East West Highway
Bethesda, Maryland 20814

ATTN: Ken Giles
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.**

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

END SECTION F.

SECTION G - Contract Administration Data

G.1. CONSIDERATION

a. Basic Contract Period

As consideration for its satisfactory performance, the Contractor shall be paid fair market prices, as established by the Committee for Purchase from the Blind and Other Severely Handicapped, at the current rates, up to the contract ceiling price of \$130,000.00.

b. Option Period 1

As consideration for its satisfactory performance, the Contractor shall be paid fair market prices, as established by the Committee for Purchase from the Blind and Other Severely Handicapped, at the current rates, up to the contract ceiling price of \$*_____.

c. Option Period 2

As consideration for its satisfactory performance, the Contractor shall be paid fair market prices, as established by the Committee for Purchase from the Blind and Other Severely Handicapped, at the current rates, up to the contract ceiling price of \$*_____.

d. Option Period 3

As consideration for its satisfactory performance, the Contractor shall be paid fair market prices, as established by the Committee for Purchase from the Blind and Other Severely Handicapped, at the current rates, up to the contract ceiling price of \$*_____.

e. Option Period 4

As consideration for its satisfactory performance, the Contractor shall be paid fair market prices, as established by the Committee for Purchase from the Blind and Other Severely Handicapped, at the current rates, up to the contract ceiling price of \$*_____.

*To be specified at time of award.

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 date the services are 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.

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 SF 1034 and Continuation Form 1035 (or any acceptable form of the Contractor's choosing) in ORIGINAL AND FOUR (4) copies on a monthly basis. As a minimum, each invoice shall include:

- (1) The name of the business concern.
- (2) The voucher/invoice number and date.
- (3) The contract number, and any other authorization for delivery.
- (4) Accounting and appropriation data.
- (5) Description, price, and quantity of goods or services actually delivered.
- (6) Labor hours billed by labor category with sufficient detailed backup documentation to identify what jobs were being changed for and what hourly tasks they entailed.
- (7) Other direct costs, with sufficient detail to determine allowability and acceptability of charges.
- (8) Travel costs, with applicable receipts and adequate detail to permit review/approval of costs (if applicable).
- (9) 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. Deborah Peebles Hodge, Agency Payment Officer
Accounting Operations
Consumer Product Safety Commission
4330 East West Highway, Room 522
Washington, D.C. 20207
(Phone: 301-504-0018)

- e. Inquiries regarding payment should be directed to the above-named payment officer.

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

G.4. MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)

- (a) Method of payment. Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

- (b) Mandatory submission of Contractor's EFT information.

- (1) The Contractor is required, as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of **the information is not** required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment **office** that the Contractor does not have an **account with a financial institution or an** authorized payment agent, payment shall be made by other than EFT. For any payments to be made after **January 1, 1999**, the Contractor shall provide **EFT** information as described in paragraph (d) of this clause.
- (2) If the Contractor provides EFT information **applicable to multiple contracts**, the Contractor shall specifically state the applicability of this **EFT information in terms** acceptable to **the payment office**.
- (c) Contractor's EFT information. Prior to submission of the first request for payment (whether **for invoice or** contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the **Government payment office named in this contract**. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that **the EFT information changes**, the Contractor shall be responsible for providing the changed information to the designated **payment office(s)**.
- (d) Required EFT information. The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System **as the Government's option**. The Contractor shall provide the following information **for both methods** in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).
- (1) The contract number to which this notice applies.
 - (2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) For ACH payments only:
 - (i) Name, address, and g-digit Routing Transit Number of the Contractor's financial agent.

- (ii) Contractors account number and the type of account (checking, saving, or **lockbox**) .
- (5) **For** Federal Reserve Wire Transfer System **payments** only:
- (i) Name, address, telegraphic abbreviation, and the g-digit Routing Transit Number for the Contractor's financial agent.
 - (ii) If the Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer **System** and, therefore, not **the** receiver of the wire transfer **payment**, the Contractor shall also provide the name, address, and g-digit Routing Transit Number of the correspondent **financial** institution **receiving** the wire transfer **payment**.
- (e) Suspension of payment.
- (1) Notwithstanding the provisions of any other **clause** of this contract, the Government is not required to make any **payment** under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the **Prompt Payment** clause of this contract.
 - (2) If the EFT information changes after submission of correct **EFT** information, the Government shall begin using the changed EFT information no **later** than the 30th day after its receipt to the extent payment is made by EFT. However, the **Contractor** may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- (f) Contractor EFT arrangements. The Contractor shall designate a single ~~financial~~ agent ~~to receive~~ and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.
- (g) ~~Liability~~ for uncompleted or erroneous transfers.
- (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the ~~Contractor~~-provided EFT information in the correct manner, the Government remains responsible for
 - (i) making a correct payment,

- (ii) paying any prompt payment **penalty** due, and
 - (iii) recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have **made** payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the ~~payment office~~, the Government retains the right to either make payment by mail or suspend the **payment** in accordance with paragraph (e) of this clause.
- (h) EFT and prompt payment.
- (1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment **clause** of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve **System**.
 - (2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest **penalty** is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.
- (i) EFT and assignment of claims. if the Contractor assigns the **proceeds of this contract** as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, ~~the~~ requirements of this clause shall apply to the assignee ³³ if it were the Contractor. EFT information which shows the **ultimate recipient** of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.
- (j) Payment office discretion. If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment methods. The decision to grant **the** request is solely **that** of the

Government.

- (k) Change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made • ©◆)(X) the changed EFT information is implemented by the payment office.

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

Kenneth Giles, of the Commission's Office of Information and Public Affairs, has been designated as the Government's Project Officer for this contract. This individual may be reached on (301) 504-0580, x1184.

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 received on schedule in accordance with Section F., **Delivery** or **Performance**.
- (2) Performing technical evaluation as required, assisting the Contractor in the resolution of technical problems encountered during **performance**; and
- (3) Inspection and acceptance of all items **required** by the Contract.

b. The Project Officer is not authorized to and shall not:

- (1) Make changes in scope of work, contract schedules and/or specifications to **meet** changes and requirements,
- (2) Direct or negotiate any change in the terms, conditions, or amounts cited in the **contract**; and
- (3) Take any **action that** commits the Government or could lead to a claim against the Government.

c. The Primary Alternate Project Officer for this contract is: Rick Frost of the Office of Information and Public Affairs. He may be reached on (301) 504-0580, extension 1166. Secondary Alternate Project Officers for this contract are: Tyrone Howard, Rhodia (Kim) Dulic, and Nychelle (Nikki) White of the Office of Information and Public Affairs. They may be reached on (301) 504-0580. The **responsibilities** of the alternate Project Officers will be the same as set forth above for the Project Officer.

G.7. KEY PERSONNEL

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

NAME

TITLE

~~Cathy Seck~~

Program Manager

(202) 529-2433

— fax (202) 332-3090

James Crossland

(202) 529-2438

b. If the aboved named personnel are no longer assigned to, or **available** for work on this contract, the Contractor will notify the Project Officer with the name and telephone number of the replacement personnel **as soon as possible**.

END OF SECTION G.

SECTION H - Special Contract Requirements

H.1. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

- a. The Government shall furnish to the Contractor for use in connection with this contract the materials/equipment set forth below:
- (1) Fact Sheets, folders, posters, brochures, and other printed **material**
 - (2) Franked **envelopes** and franked mailing labels
 - (3) (a) Monitor, NEC, VGA, Multisync 2A Model JC1403HMA, Serial #13L16330F;
(b) Central Processing Unit (CPU), DELL, Model 486/25, Serial #1Wr82;
(c) Barcode Printer/Mailing Address, RENA SYSTEMS, Model DA-600, Serial #A5109;
(d) Universal Tabber, Mailing, RENA SYSTEMS, Model Z-361, Serial #A5110;
(e) Digital Postal Scale, PITNEY BOWES, Model A-570, Serial #12747;
(f) Mailing Allocator, PITNEY BOWES, Model A-300, Serial #14047.
(g) Model 5600 Mailing Machine (SER# 192593);
(h) Model 6590 UPS Meterhead (Ser# 6210865);
(i) Model 6505 USPS Meterhead (Ser# 2310482)
- b. All materials provided hereunder are for exclusive use in performance of this contract. Any such material not expended in performance of this contract shall be returned to CPSC upon completion of the contract.
- c. All other materials/equipment required in the performance of this contract, shall be furnished by the Contractor.

H.2. DRUG-FREE WORKPLACE

- a. Definitions. As used in this clause
- (1) "Controlled substance" means a controlled substance in schedule I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1303.11-1303.15.
 - (2) "Conviction" means a finding of guilty (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
 - (3) "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
 - (4) "Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
 - (5) "Employee" means an employee of a Contractor directly engaged

in the performance of work under a Government contract.

- (6) **"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.**
- b. The Contractor, if other than an individual, shall --
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish a drug-free awareness program to inform such employees about --
 - (4) The dangers of drug abuse in the workplace;
 - (b) The Contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs;
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph b.(1) of this clause;
 - (4) Notify such employees in the statement required by subparagraph b. (1) of this clause, that as a condition of continued employment on this contract, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (5) Notify the Contracting Officer within ten (10) days after receiving notice under subdivision b.(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction.
 - (6) Within 30 days after receiving notice under subparagraph b.(4) of this clause of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace;
 - (a) Taking appropriate personnel action against such employee, up to and including termination; or
 - (b) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - (7) Make a good faith effort to maintain a drug-free workplace implementation of subparagraphs b.(1) through b.(5) of this clause.
- c. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful

manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

- d. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs b. and c. of this clause **may**, pursuant to FAR 23.506, render the Contractor subject to suspension of a contract payments, termination **of the contract for default, and** suspension or debarment.

H.3. SERVICE CONTRACT ACT

The Department of Labor regulations implementing the Service Contract Act are included in their entirety as Attachment J.1. to this contract, and made a part hereof.

H.4. WAGE DETERMINATION

In the performance of this contract the Contractor **shall** comply with the requirements of U.S. Department of Labor Wage Determination Number 94-2103 (Rev 8) dated December 08, 1995 as Attachment 5.2. to this contract.

END OF SECTION H

PART II - CONTRACT CLAUSES

SECTION I - Contract Clauses

1.1. CLAUSES INCORPORATED BY REFERENCE

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

<u>Clause No.</u>	<u>Title</u>	<u>Date</u>
52.202-01	Definitions	April 1984
52.203-01	Officials Not to Benefit	April 1984
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-07	Anti-Kickback Procedures	Feb. 1987
52.204-02	Security Requirements	April 1984
52.215-01	Examination of Records by Comptroller General	April 1984
52.215-02	Audit Negotiation	April 1984
52.222-01	Notice to the Government of Labor Disputes	April 1984
52.222-03	Convict Labor	April 1984
52.222-04	Contract Work Hours and Safety Standards Act Overtime Compensation - General	Mar. 1986
52. ² 22-26	Equal Opportunity	April 1984
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	April 1984
52.222-36	Affirmative Action for Handicapped Workers	April 1984
733. Temp. Reg. 76	Revised Labor Standards for Federal Service Contracts	Feb. 1984
52.229-03	Federal, State, and Local Taxes	April 1984
52.232-01	Payments	April 1984
52.232-07	Payments under Time and Materials and Labor Hour Contracts	April 1984
52.232-08	Discounts for Prompt Payment	July 1985
52.232-09	Limitation on Withholding of	April 1984

Payments

52.232-17	Interest	April 1984
52.322-19	Availability of Funds for the Next Fiscal Year	April 1984
52.232-25	Prompt Payment	April 1984
52.232-28	Electronic Funds Transfer Payment Methods	April 1984
52.232-01	Disputes	April 1984
52.242-11	F.O.B. Origin - Government Bills of Lading or Indicia Mail	April 1984
52.243-01	Changes - Fixed Price - Alternate I	April 1984
52.245-01	Property Records	April 1984
52.245-02	Government Property (Fixed-Price Contracts)	April 1984
52.246-20	Warranty of Services	April 1984
52.246-25	Limitation of Liability - Services	April 1984
52.249-04	Termination for Convenience of the Government (Services) (Short Form)	April 1984
52.249-08	Default (Fixed-Price Supply and Services)	April 1984

The following clauses are incorporated in full text:

1.2. INDEFINITE QUANTITIES

a. Basic Contract

- (1) It is estimated that the Commission's total requirement under the basic contract will not exceed a maximum of \$130,000.00.
- (2) It is impossible to determine the exact quantities of services described herein that will be required during the performance of the basic contract; however, a minimum of \$10,000.00 will be obligated and paid for under the resultant contract.

b. Option Period I (Fiscal Year 1998)

- (1) It is estimated that the Commission's total requirements under Option Period I will not exceed a maximum of \$_____.
- (2) It is impossible to determine the exact quantities of services described herein that will be required during the performance of Option Period I, however, a minimum of \$10,000.00 will be obligated and paid for under the resultant contract.

c. Option Period II (Fiscal Year 1999)

- (1) It is estimated that the Commission's total requirements under

Option Period II will not exceed a maximum of \$*_____

- (2) It is impossible to determine the exact quantities of services described herein that will be required during the performance of Option Period II, however, a minimum of \$10,000.00 will be obligated and paid for under the resultant contract.

d. Option Period III (Fiscal Year 2001)

- (1) It is estimated that the Commission's total requirements under Option Period III will not exceed a maximum of \$*_____
- (2) It is impossible to determine the exact quantities of services described herein that will be required during the performance of Option Period III, however, a minimum of \$10,000.00 will be obligated and paid for under the resultant contract.

e. Option Period IV (Fiscal Year 2002)

- (1) It is estimated that the Commission's total requirements under Option Period IV will not exceed a maximum of \$*_____
- (2) It is impossible to determine the exact quantities of services described herein that will be required during the performance of Option Period IV, however, a minimum of \$10,000.00 will be obligated and paid for under the resultant contract.

- f. Delivery or performance shall be made in accordance with Section C.3., STATEMENT OF WORK and I.3. ORDERING.

*To be specified at time of award.

I.3. ORDERING

- a. Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written delivery orders by the individuals or activities designated in this contract. Such orders for the basic period may be issued from October 1, 1996 through September 30, 1997.
- b. All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- c. When publications are requested by CPSC, the request will normally be submitted in writing but may be given orally, or by telefacsimile and picked up by DCARC. The publications shall be delivered by DCARC at their next regularly-scheduled delivery to CPSC on Tuesday and Thursday, unless other arrangements are coordinated with DCARC.
- d. If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications as authorized in Section F.2.
- e. The only authorized individuals to place delivery orders for supplies/services as provided for in the contract are the following:

Kenneth Giles, Project Officer
Rick Frost, Primary Alternate Project Officer
Tyrone Howard, Secondary Alternate Project Officer

Nikki White, **Secondary** Alternate Project Officer
Kim Dulic, Secondary Alternate Project Officer

f. If deemed **necessary** by the Project Officer, **delivery orders** may be **telefacsimiled (FAXED)** or telephoned to the contractor's place of business. Listed below are the telephone and fax numbers of the contractor.

- 1) Contractor Fax **No.# (202)** 832-5399
- 2) Contractor **Tele No. (202)** 636-2950

1.4. OPTION TO EXTEND THE TERM OF THE CONTRACT (March 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 120 days after the expiration date; provided, that the Government shall give the Contractor a preliminary written notice of its intent to **extend** at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. The option to extend order periods, if exercised, are as follows:

option Period I -	October 1, 1997 4-1 through September 30, 1998
Option Period II -	October 1, 1998 through September 30, 1999
Option Period III -	October 1, 1999 through September 30, 2000
Option Period IV -	October 1, 2000 through September 30, 2001

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

(c) The total duration of this contract, **including** the exercise of any options under this clause, shall not exceed five (5) years.

END SECTION I.

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

SECTION J - List of Attachments

- Attachment J.1. - Service Contract Act
- Attachment** 5.2. - Wage Determination No. 94-2103 (Rev 8)
- Attachment 5.3. - Standard **Form** LLL, Disclosure of Lobbying Activities, and Continuation **Page**.
- Attachment** J.4. - Mail **Tally** form

END SECTION J.

SERVICE CONTRACT ACT

(a) Service Contract Act of 1965, as amended: This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 *et seq.*) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued thereunder (29 CFR Part 4).

(b)(1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If there is such a wage determination attached to this contract, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employees. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase or decrease, where appropriate, between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken, but the other procedures in paragraph (b)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished hereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

c. The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in Subpart D of 29 CFR Part 4, and not otherwise.

d. In the locality of the minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract regardless of whether they are service employees, less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation

under law or contract for the payment of a higher wage to any employee.

(2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract) less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of § 4.15(b) of 29 CFR Part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in § 4.10 of 29 CFR Part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in § 4.11 of 29 CFR Part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the

predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract, 53 Comp. Gen. 401 (1978). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

e. The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1013) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

f. The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

g. The contractor and each subcontractor performing work subject to the Act shall make and maintain for 5 years from the completion of the work records containing the information required in paragraphs 1 through 4 of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor:

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, recates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph 3 of this section. A copy of the report required by the clause in paragraph 3(b)(ii) of this section shall be deemed to be such a list.

7. Any list of the predecessor contractor's employees which has been furnished to the contractor pursuant to § 4.6(h)(2).

(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

8. The contractor shall promptly and normally pay to each employee due and owing to the Act all wages due and owing and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 1925) recates, or withhold on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

9. The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department

of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(l) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term "contractor" as used in these clauses in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government prime contractor."

(k)(1) As used in these clauses, the term "service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in Part 541 of Title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a)(8) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the contract with the Government would be subject to employment by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5302 and would, if so employed be subject to the following rules of wages and fringe benefits:

.....
.....
.....

(k)(2) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages

and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(3) Not less than 60 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (Part 40, Regulations, 29 CFR Part 40), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR Part 4.

(n)(1) By entering into this contract, the contractor and officials thereof certifies that neither it nor he or she nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts, or virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, when the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

1. Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in Parts 525 and 523 of Title 29 of the Code of Federal Regulations.

(4) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeships and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

2. An employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips may have the amount of tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. Provided, however, That the amount of such credit may not exceed \$1.24 per hour beginning January 1, 1980, and \$1.04 per hour after December 31, 1980. To utilize this provision:

(1) The employer must inform tipped employees about such tip credit allowance before the credit is utilized.

(2) The employees must be allowed to retain all tips individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received.

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit.

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 2(e) of the Act.

(5) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR, Parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor or any of its subcontractors and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(The information collection, reporting, and reporting requirements contained in this section have been approved by the Office of Management and Budget under the following numbers:

Parameter	OMB Control Number
502 (b) - (v)	1215-0160
502 (b) - (vi)	1215-0160
502 (c) - (v)	1215-0167
502 (d) (1), (v)	1215-0160
(1) (1), (2)	1215-0160
(2)(2)	1215-0167

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210

Signature of Director, Division of Wage Determinations

Wage Determination No.: 94-2103 Revision No.: 8 Date of Last Revision: 12/08/1995

States: Dist. of Col., Maryland, Virginia

Area: PRINCE GEORGE'S, ST. MARY'S, VIRGINIA COUNTIES OF ALEXANDRIA, ARDINGTON, FAIRFAX, FALLS CHURCH, FREDERICK, KING GEORGE, LOUDOUN, PRINCE WILLIAM, STAFFORD.

* Fringe Benefits Required For All Occupations Included In This Wage Determination Follow The Occupational Listing *

OCCUPATION CODE AND TITLE

MINIMUM HOURLY WAGE

ADMINISTRATIVE SUPPORT AND CLERICAL:

Table with 3 columns: Occupation Code, Occupation Title, and Minimum Hourly Wage. Includes entries like Accounting Clerk, Typist, and Secretary.

WAGE DETERMINATION NO.: 94-2100 (REV 3) ISSUE DATE: 12/08/1995 Page 2 of 9

01400	Supply Technician	\$ 15.86
01420	Survey Worker(Interviewer)	\$ 13.22
01460	Switchboard Operator- Receptionist	\$ 10.25
01510	Test Examiner	\$ 11.22
01520	Test Proctor	\$ 13.22
01531	Travel Clerk I	\$ 7.95
01532	Travel Clerk II	\$ 8.60
01533	Travel Clerk III	\$ 9.26
01611	Word Processor I	\$ 10.48
01612	Word Processor II	\$ 11.06
01613	Word Processor III	\$ 11.95

AUTOMATIC DATA PROCESSING:

03010	Computer Data Librarian	\$ 9.97
03041	Computer Operator I	\$ 10.22
03042	Computer Operator II	\$ 11.06
03043	Computer Operator III	\$ 11.62
03044	Computer Operator IV	\$ 12.20
03045	Computer Operator V	\$ 12.79
03071	Computer Programmer I 1/	\$ 14.48
03072	Computer Programmer II 1/	\$ 16.97
03073	Computer Programmer III 1/	\$ 19.97
03074	Computer Programmer IV 1/	\$ 23.04
03101	Computer Systems Analyst I 1/	\$ 17.93
03102	Computer Systems Analyst II 1/	\$ 20.93
03103	Computer Systems Analyst III 1/	\$ 24.12
03160	Peripheral Equipment Operator	\$ 9.97

AUTOMOTIVE SERVICE:

05005	Automobile Body Repairer, Fiberglass	\$ 17.77
05010	Automotive Glass Installer	\$ 15.90
05040	Automotive Worker	\$ 15.90
05070	Electrician, Automotive	\$ 16.83
05100	Mobile Equipment Servicer	\$ 13.04
05100	Motor Equipment Metal Mechanic	\$ 13.04
05150	Motor Equipment Metal Worker	\$ 13.90
05190	Motor Vehicle Mechanic	\$ 17.47
05220	Motor Vehicle Mechanic Helper	\$ 13.94
05250	Motor Vehicle Upholstery Worker	\$ 14.93
05280	Motor Vehicle Wrecker	\$ 15.90
05310	Painter, Automotive	\$ 16.83
05340	Radiator Repair Specialist	\$ 14.00
05370	Tire Repairer	\$ 13.94
05400	Transmission Repair Specialist	\$ 14.71

FOOD PREPARATION AND SERVICE:

07010	Baker	\$ 11.35
07041	Cook I	\$ 9.93
07042	Cook II	\$ 11.35
07070	Dishwasher	\$ 7.15
07100	Food Service Worker (Cafeteria Worker)	\$ 7.15
07130	Meat Cutter	\$ 11.35
07250	Waiter/Waitress	\$ 7.61

FURNITURE MAINTENANCE AND REPAIR:

09010 Electrostatic Spray Painter	\$ 16.85
09040 Furniture Handler	\$ 12.13
09070 Furniture Refinisher	\$ 16.85
09100 Furniture Refinisher Helper	\$ 12.94
09110 Furniture Repairer, Minor	\$ 14.95
09130 Upholsterer	\$ 16.85

GENERAL SERVICES AND SUPPORT:

11030 Cleaner, Vehicles	\$ 7.16
11060 Elevator Operator	\$ 7.16
11090 Gardener	\$ 9.93
11121 Housekeeping Aide I	\$ 9.44
11122 Housekeeping Aide II	\$ 7.26
11150 Janitor	\$ 7.16
11180 Laborer	\$ 9.44
11210 Laborer, Grounds Maintenance	\$ 7.81
11240 Maid or Houseman	\$ 6.23
11270 Pest Controller	\$ 10.63
11300 Refuse Collector	\$ 7.16
11330 Tractor Operator	\$ 9.24
11360 Window Cleaner	\$ 7.81

HEALTH:

12010 Ambulance Driver	\$ 10.42
12040 Emergency Medical Technician	\$ 10.42
12071 Licensed Practical Nurse I	\$ 12.99
12072 Licensed Practical Nurse II	\$ 12.99
12073 Licensed Practical Nurse III	\$ 12.99
12100 Medical Assistant	\$ 9.46
12130 Medical Laboratory Technician	\$ 9.46
12160 Medical Record Clerk	\$ 9.46
12190 Medical Record Technician	\$ 11.50
12221 Nursing Assistant I	\$ 9.46
12222 Nursing Assistant II	\$ 9.46
12223 Nursing Assistant III	\$ 9.46
12224 Nursing Assistant IV	\$ 9.46
12260 Pharmacy Technician	\$ 10.42
12280 Sclerotomist	\$ 9.46
12311 Registered Nurse I	\$ 12.99
12312 Registered Nurse II	\$ 12.99
12313 Registered Nurse III, Specialist	\$ 12.99
12314 Registered Nurse III	\$ 21.50
12315 Registered Nurse III, Anesthetist	\$ 21.50
12316 Registered Nurse IV	\$ 25.63

INFORMATION AND ARTS:

13002 Audiovisual Librarian	\$ 15.85
13011 Exhibits Specialist I	\$ 15.85
13012 Exhibits Specialist II	\$ 16.00
13013 Exhibits Specialist III	\$ 16.00
13041 Illustrator I	\$ 11.11
13042 Illustrator II	\$ 11.11
13043 Illustrator III	\$ 12.77
13047 Librarian	\$ 15.85

13050 Library Technician	\$ 12.22
13071 Photographer I	\$ 12.46
13072 Photographer II	\$ 15.11
13073 Photographer III	\$ 18.90
13074 Photographer IV	\$ 22.27
13075 Photographer V	\$ 25.60

LAUNDRY, DRY CLEANING, PRESSING:

15010 Assembler	\$ 5.99
15030 Counter Attendant	\$ 6.99
15040 Dry Cleaner	\$ 7.74
15070 Finisher, Flatwork, Machine	\$ 8.99
15090 Presser, Hand	\$ 8.99
15100 Presser, Machine, Dry Cleaning	\$ 8.99
15130 Presser, Machine, Shirts	\$ 8.99
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 8.99
15190 Sewing Machine Operator	\$ 9.77
15220 Tailor	\$ 9.99
15250 Washer, Machine	\$ 9.99

MACHINE TOOL OPERATION AND REPAIR:

19010 Machine-tool Operator (Toolroom)	\$ 16.35
19040 Tool and Die Maker	\$ 20.52

MATERIALS HANDLING AND PACKING:

21010 Fuel Distribution System Operator	\$ 14.60
21020 Material Coordinator	\$ 14.64
21030 Material Expediter	\$ 14.64
21040 Material Handling Laborer	\$ 10.01
21071 Forklift Operator	\$ 10.93
21080 Production Line Worker (Food Processing)	\$ 11.33
21100 Shipping/Receiving Clerk	\$ 11.73
21130 Shipping Packer	\$ 11.74
21140 Store Worker I	\$ 8.61
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 10.33
21210 Tools and Parts Attendant	\$ 11.73
21400 Warehouse Specialist	\$ 11.95

MECHANICS AND MAINTENANCE AND REPAIR:

23010 Aircraft Mechanic	\$ 17.77
23040 Aircraft Mechanic Helger	\$ 12.94
23050 Aircraft Servicer	\$ 14.95
23070 Aircraft Worker	\$ 16.90
23100 Appliance Mechanic	\$ 16.83
23120 Bicycle Repairer	\$ 13.94
23125 Cable Splicer	\$ 17.77
23130 Carpenter, Maintenance	\$ 16.35
23140 Carpet Layer	\$ 16.83
23150 Electrician, Maintenance	\$ 17.93
23181 Electronics Technician, Maintenance I	\$ 13.94
23182 Electronics Technician, Maintenance II	\$ 17.73

23133 Electronics Technician, Maintenance III	\$ 20.20
23250 Fabric Worker	\$ 13.24
23290 Fire Alarm System Mechanic	\$ 17.77
23310 Fire Extinguisher Repairer	\$ 13.94
23340 Fuel Distribution System Mechanic	\$ 17.77
23370 General Maintenance Worker	\$ 15.90
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 17.77
23430 Heavy Equipment Mechanic	\$ 17.77
23460 Instrument Mechanic	\$ 17.77
23500 Locksmith	\$ 16.88
23530 Machinery Maintenance Mechanic	\$ 16.88
23550 Machinist, Maintenance	\$ 16.88
23580 Maintenance Trades Helper	\$ 12.94
23640 Millwright	\$ 17.77
23700 Office Appliance Repairer	\$ 16.88
23740 Painter, Aircraft	\$ 16.88
23760 Painter, Maintenance	\$ 16.88
23790 Pipefitter, Maintenance	\$ 17.77
23800 Plumber, Maintenance	\$ 16.88
23820 Pneudraulic Systems Mechanic	\$ 17.77
23850 Rigger	\$ 17.77
23870 Scale Mechanic	\$ 15.90
23890 Sheet-metal Worker, Maintenance	\$ 17.77
23910 Small Engine Mechanic	\$ 15.90
23930 Telecommunications Mechanic I	\$ 17.77
23940 Telecommunications Mechanic II	\$ 16.88
23950 Telephone Lineman	\$ 17.77
23960 Welder, Combination, Maintenance	\$ 17.77
23965 Well Driller	\$ 17.77
23970 Woodcraft Worker	\$ 14.80
23980 Woodworker	\$ 14.80

PERSONAL NEEDS:

24570 Child Care Attendant	\$ 7.86
24600 Chore Aide	\$ 8.00
24630 Homemaker	\$ 10.48

PLANT AND SYSTEM OPERATION:

25010 Boiler Tender	\$ 17.77
25040 Sewage Plant Operator	\$ 16.88
25070 Stationary Engineer	\$ 16.88
25190 Ventilation Equipment Tender	\$ 16.94
25210 Water Treatment Plant Operator	\$ 16.88

PROTECTIVE SERVICE:

27004 Alarm Monitor	\$ 11.20
27010 Court Security Officer	\$ 15.48
27040 Detention Officer	\$ 15.48
27070 Firefighter	\$ 14.18
27101 Guard I	\$ 9.80
27102 Guard II	\$ 11.20
27130 Police Officer	\$ 17.07

TECHNICAL:

29020	Archaeological Technician	\$ 18.90
29030	Cartographic Technician	\$ 18.90
29035	Computer Based Training Specialist/Instructor	\$ 17.93
29040	Civil Engineering Technician	\$ 18.90
29061	Drafter I	\$ 10.75
29062	Drafter II	\$ 11.46
29063	Drafter III	\$ 15.11
29064	Drafter IV	\$ 18.90
29070	Embalmer	\$ 18.40
29081	Engineering Technician I	\$ 11.55
29082	Engineering Technician II	\$ 13.40
29083	Engineering Technician III	\$ 15.11
29084	Engineering Technician IV	\$ 18.90
29085	Engineering Technician V	\$ 23.00
29086	Engineering Technician VI	\$ 27.00
29090	Environmental Technician	\$ 18.90
29100	Flight Simulator/Instructor (Pilot)	\$ 17.93
29150	Graphic Artist	\$ 14.62
29210	Laboratory Technician	\$ 18.90
29240	Mathematical Technician	\$ 18.90
29330	Mortician	\$ 18.90
29361	Paralegal/Legal Assistant I	\$ 18.90
29362	Paralegal/Legal Assistant II	\$ 20.00
29363	Paralegal/Legal Assistant III	\$ 24.00
29364	Paralegal/Legal Assistant IV	\$ 28.00
29390	Photooptics Technician	\$ 18.90
29430	Technical Writer	\$ 18.90
29620	Weather Observer, Senior 2/	\$ 14.62
29621	Weather Observer, Combined 2/ Upper Air and Surface Programs	\$ 14.62
29622	Weather Observer, Upper Air 2/	\$ 14.62

TRANSPORTATION/MOBILE EQUIPMENT OPERATION:

31000	Bus Driver	\$ 18.90
31100	Driver Messenger	\$ 18.90
31200	Heavy Equipment Operator	\$ 18.90
31250	Parking and Lot Attendant	\$ 10.75
31290	Shuttle Bus Driver	\$ 18.90
31300	Taxi Driver	\$ 18.90
31361	Truckdriver, Light Truck	\$ 18.90
31362	Truckdriver, Medium Truck	\$ 18.90
31363	Truckdriver, Heavy Truck	\$ 18.90
31364	Truckdriver, Tractor-Trailer	\$ 18.90

MISCELLANEOUS:

99005	Aircraft Quality Control Inspector	\$ 18.71
99020	Animal Caretaker	\$ 8.52
99030	Cashier	\$ 6.43
99040	Child Care Center Clerk	\$ 10.51
99050	Desk Clerk	\$ 9.43
99250	Instructor	\$ 18.40
99300	Lifeguard	\$ 8.97
99350	Park Attendant (Aide)	\$ 8.45

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99400 Photofinishing Worker (Photo Lab / Dark Room Technician)	\$ 7.56
99500 Recreation Specialist	\$ 15.35
99510 Recycling Worker	\$ 9.24
99610 Sales Clerk	\$ 6.73
99630 Sports Official	\$ 6.73
9965A Survey Party Chief	\$ 10.93
99659 Surveying Technician	\$ 9.42
99660 Surveying Aide	\$ 6.16
99690 Swimming Pool Operator	\$ 11.35
99720 Vending Machine Attendant	\$ 9.24
99730 Vending Machine Repairer	\$ 11.35
99740 Vending Machine Repairer Halper	\$ 9.24

**** Fringe Benefits Required For All Occupations Included In This Wage Determination ****

HEALTH & WELFARE: \$0.90 per hour or \$36.00 per week or \$156.00 per month.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

2/ Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by

the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or 3.35 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, they may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by First Supplement December 1993, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 205-783-3233, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
(Standard Form 1444 (SF 1444))**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the

WAGE DETERMINATION NO.: 94-2103 (Rev. 8) ISSUE DATE: 12/08/1995 Page 9 of 9

commencement date of the contract. (See Section 4.6 (C)(vi))
 When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 10352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p>11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>12. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____	
<p>13. Form of Payment (check all that apply): <input type="checkbox"/> cash <input type="checkbox"/> a. in-kind specify: nature _____ value _____</p>	<p>14. Brief description of services performed, or to be performed and Dates of Service, including officials, employees, or Members, contacted, for Payment indicated in Item 11:</p>	
<p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information collected through this form is authorized by title 31 U.S.C. Section 10352. The disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the law abiding voter. The information and date of entered into. This disclosure is required pursuant to 31 U.S.C. 10352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 37 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; ME application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

0-748-0046

Reporting Entity _____

Page _____

of _____

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO. 0005
3. EFFECTIVE DATE 03/11/97
4. REQUISITION/PURCHASER REQ. NO. 95-1176-05
5. PROJECT NO. (If applicable) 2540

6. ISSUED BY CODE CPSC
US CONSUMER PRODUCT SAFETY COMM
DIVISION OF PROCUREMENT SERVICES
4330 EAST WEST HWY ROOM 517
BETHESDA, MD 20814-4408
ROSE MARY HEIDENREICH
7. ADMINISTERED BY (If other than Item 9) ROSE MARY HEIDENREICH
C O E RMH
305 304-0444 EXT 1145
B05 (301) 504-0444/1145 I

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00017179
SYSTEMS INTEGRATION, INC.
2810 GREENWAY DRIVE
ELLICOTT CITY MD 21042
9A. AMENDMENT OF SOLICITATION NO. (X)
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. X
CPSC-C-95-1176
10B. DATED (SEE ITEM 13)
09/25/95
CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
95 2 940 99169 25.40

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, ● appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE PURPOSE OF THIS MODIFICATION IS TO ADD A PROVISION COVERING BACKGROUND SECURITY CHECKS FOR CONTRACTOR EMPLOYEES AS FOLLOWS:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Eric Fukuchi, President
15B. CONTRACTOR/OFFEROR Eric Fukuchi
(Signature of person authorized to sign)
15C. DATE SIGNED 3/17/97
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT J FROST
16B. UNITED STATES OF AMERICA
BY [Signature]
(Signature of Contracting Officer)
16C. DATE SIGNED 3/25/97

SECTION H.7. IS HEREBY ADDED TO THE CONTRACT.

H.7. 00.000-0031 BACKGROUND SECURITY CHECKS FOR CONTRACTOR EMPLOYEES

BACKGROUND SECURITY CHECKS FOR CONTRACTOR EMPLOYEES

- a. All Contractor employees presently in service under this contract **and** any new Contractor employees to be utilized for **performance of this** contract may be subjected to a National Agency Check and Inquiry (**NACI**). These background checks will be performed at **Government** expense. The CPSC contact point for these checks is Betty Fees, CPSC Security Specialist. Ms. Fees can be reached at **(301) 504-0660 ex.1164**.
- 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 working under this contract have been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such **as a** conviction of larceny within the last five **(5)** years.
- 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
● **ccurity screening** forma or other documents
submitted to the Government.
- (3) **Improper** conduct once performing on the
cont ract , including **criminal,infamous,**
dishonest, **immoral,** or notorfoualy
disgraceful conduct or other conduct
prejudicial to **the Government regardless of**
whether the conduct **is** directly
related to the contract.
- (4) Any behavior judged to pose a threat to
personnel or property.

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

EXCEPT AS PROVIDED HEREIN, ALL **OTHER TERMS** AND CONDITIONS **SHALL**
REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

INTERAGENCY AGREEMENT
BETWEEN THE
U.S. CONSUMER PRODUCT SAFETY COMMISSION
AND THE
U.S. DEPARTMENT OF AGRICULTURE,
CONSOLIDATED FORMS AND PUBLICATIONS
DISTRIBUTION CENTER (CFPDC)

A. Introduction:

The U.S. Consumer Product Safety Commission, hereinafter referred to as CPSC, and the U.S. Department of Agriculture, Consolidated Forms and Publications Distribution Center, hereinafter referred to as CFPDC, hereby agree that CFPDC shall provide for the receipt, storage, handling, reporting, and distribution of CPSC's forms and publications in accordance with the terms and conditions set forth in Section D, entitled Description of Work.

B. Subject: Publication Storage and Distribution Services

C. Objective:

The U.S. Consumer Product Safety Commission produces a number of different forms and publications related to consumer product safety issues as part of its mission. These forms and publications are mailed to individuals and organizations throughout the United States. In order to fulfill this part of CPSC's mission and accomplish it in the most efficient manner, it has been determined to be most advantageous to enter into an agreement with CFPDC to provide storage and distribution service of CPSC's forms and publications.

D. Description of Work:

1. CFPDC shall provide forms and publications storage, handling, reporting, and distribution services for CPSC. The CFPDC shall provide to CPSC the highest quality of service available to any other client agencies using the CFPDC forms and publications storage, handling, reporting, and distribution system.
 - a. CFPDC shall warehouse (approximately) 184 skids of CPSC forms

and publications.

- b. CFPDC shall provide computerized inventory of CPSC forms and publications, including automatic notification to CPSC of critically low forms and **publication** inventory levels. CFPDC shall notify CPSC for a decision on distribution when filling an order which would deplete the entire stock.
 - c. CFPDC shall maintain a computer/modem system which allows for receiving form and publication distribution requests from CPSC Headquarters Project Officer and Regional Public Affairs Specialists.
 2. CFPDC shall be responsible for maintaining standards of service, environmental requirements, quality control, and management information requirements.
 3. CFPDC shall provide management reports to CPSC concerning the storage, handling, reporting, and distribution of its inventory on a monthly basis. CFPDC shall provide Quarterly and Year-End summaries.
 4. CFPDC shall implement new CPSC requirements to the CFPDC system for storing, handling, reporting, and distribution of forms and publications to the greatest **extent** possible.
 5. CFPDC shall advise **and** seek CPSC 's agreement of all proposed or pending changes to the CFPDC system for storing, handling, reporting, and distributing forms and publications prior to implementing the proposal or initiating the work. CFPDC shall notify CPSC of the schedule for any proposed system changes.
 6. Upon receipt of a request from CPSC, CFPDC shall perform distribution of CPSC forms and publications within 4 work days for routine orders, 2 work days for priority orders, 1 work day **f**or emergency orders, with no additional charge for delivery within the Metro area. CFPDC shall make bulk deliveries of publications to CPSC, the District of Columbia Association for Retarded Citizens (DCARC), **and** any other location in the Washington D.C. Metropolitan area upon the request of CPSC.
 - a. Distribution does not include the cost of packing materials or postage which will be charged at cost.
 - b. There is no additional cost for a reasonable number of Emergency orders.
 - c. There is no additional cost for delivery of bulk orders in the

Washington D.C. Metropolitan area.

- d. Transportation costs for shipment outside the Washington D.C. Metropolitan area will be charged at cost.

*

7. **CFPDC shall, with CPSC's agreement establish contingency plans in the event facilities are rendered unavailable for service, for whatever reason, within three months of agreement effective date.**

8. CFPDC shall allow on-site inspection of the CFPDC storage and distribution center by CPSC authorized staff at anytime without prior notice.

9. This agreement shall be the basis for all funding commitments and transactions related to warehouse storage, handling, reporting, and distribution of CPSC inventory by the CFPDC. Modifications to the agreement may be required as a result of periodic reviews. Such modifications will be documented, sequentially numbered, and signed by both parties to this agreement and attached to this document as a permanent part.

E. CPSC Responsibilities:

- 1. CPSC will provide to CFPDC the information necessary to permit the effective and efficient transfer of its forms and publications to the CFPDC.
- 2. CPSC will designate representatives (inventory managers) to participate in user group meetings, held by telephone conference call, chaired by the CFPDC.
- 3. CPSC may participate in the CFPDC warehousing tests, involving the storage, reporting, handling, and distribution of forms and publications.
- 4. CPSC will routinely provide the CFPDC with updated information to keep CPSC inventory needs current.
- 5. CPSC will provide the CFPDC with security requirements, if inventory requires secured access.

F. Delivery or Performance:

DESCRIPTION	QUANTITY	PERFORMANCE
1. Submit Management Reports	1 original	35 days after the effective date of

the agreement and thereafter 5 days after the end of the previous month

2. Submit Quarterly summary	1 original	Every 3 months after the effective date of the agreement
3. Submit Year-End summary	1 original	By the 31st day of October
* 4. Submit a Contingency Plan	1 original	Within 3 months after the effective date of the agreement

* Mandatory *INSPECTOR GENERAL* requirement

G. Effective Date and Period of Agreement:

This agreement is effective 10/1/96 and shall remain in effect until the end of the Period of Performance set forth below or until either party gives notice of termination, provided that at least 6 months advance notice of intention to terminate is given. The Period of Performance shall be from 1 0/01/96 through 09/30/97. Billable charges will commence on the date service begins.

H. Periodic Review:

1. This agreement is subject to review by CPSC at any time during the period of performance to:
 - a. Determine if there is any need for modification, or termination.
 - b. Review performance to evaluate the quality and timeliness of the warehouse storage, handling, reporting, and distribution services and to request any needed changes in performance standards.
 - c. To request adjustments in any of the areas covered in the terms of this agreement, including the level of reimbursement.
2. Annually, the CPSC may, at its discretion, issue a new bilateral Interagency Agreement, which will have a period of performance of October 1 through September 30 of the following fiscal year.

I. Successor Organizations:

Any successor organization which may be established through reorganization of CFPDC which provides these services shall be responsible for carrying out this agreement, if such successor organization is acceptable to CPSC.

J. Changes or Termination:

1. Changes to this agreement resulting from reviews called by either party or at scheduled intervals will be documented as described in Section D.9. above.

2. This agreement may be terminated (also see Section G) as follows:

- a. By USDA, Office of Operations, with six(6) months advance notification to CPSC of CFPDC's intention to terminate.
- b. By CPSC with six(6) months advance notification to CFPDC of CPSC's intention to terminate.
- c. Either CFPDC or CPSC may initiate termination of this agreement. If this agreement is terminated, the CFPDC shall assist CPSC in the orderly and timely transfer of services and items to a facility designated by CPSC.

K. Project Officer:

1. Kenneth Giles, of the Commission's Office of Information and Public Affairs has been designated as the Primary CPSC Project Officer and Inventory Manager for this Agreement. Kathleen Begala, of the Commission's Office of Information and Public Affairs has been designated as the Alternate CPSC Project Officer and Inventory Manager for this Agreement. These individuals may be reached on (301) 504-0580.

- a. The Project Officer is responsible for:
 - (1) Monitoring the CFPDC technical progress, including surveillance and assessment of performance.
 - (2) Performing technical evaluation as required, assisting the CFPDC in the resolution of technical problems encountered during performance; and
 - (3) Inspection and acceptance of all work performed under the agreement.

b. The Project Officer is not authorized to and shall not:

- (1) Make changes in scope of work, agreement schedules and/or specifications;
- (2) Direct or negotiate any change in the terms, conditions, or amounts cited in the agreement; and
- (3) Take any action that commits CPSC or could lead to a claim against CPSC not otherwise authorized under Section D.I .c. of this agreement.

2. The following individual is responsible for the administration and coordination of the terms of this agreement for CFPDC. Copies of this document, pertinent correspondence, and changes or other transactions pertaining to this agreement shall be furnished to this individual:

a. USDA, CFPDC Representative

Ira Hobbs, Director
Department of Agriculture
Office of Operations
14th & Independence Ave., S.W., Room 1575-S
Washington, DC 20250
Telephone: (202)720-3937

3. The CFPDC principal identified above may redelegate the functions of administration and coordination of this agreement. The CFPDC principal named above is authorized to sign as the CFPDC approving official on any modifications to this agreement.

L. Reimbursement and Billing:

The CPSC will reimburse CFPDC based on costs incurred for services up to an amount not to exceed \$72,406.00 pursuant to this agreement.

1. On a monthly basis, itemized costs shall be billed to the U.S. Consumer Product Safety Commission, Agency Payment Officer, Accounting Operations, Washington, D.C. 20207, Attn: Ms Cecilia R. Smith. Also, itemized expenses for packing materials, postage and shipping services shall be billed and reimbursed as incurred.
2. SF 1081, "Voucher and Schedule of Withdrawals and Credits," shall be prepared by USDA and billed on a monthly basis.

3. Costs for the storage and distribution of CPSC forms and publications shall be based on the percentage of space occupied by CPSC in the CFPDC facility. That percentage will be applied to the total operating costs associated with the warehousing function of the CFPDC.
4. Billing for all agreed-to-costs shall be chargeable to the following accounting and appropriation data:

Accounting Classification: 97 2 103 42286 25.87

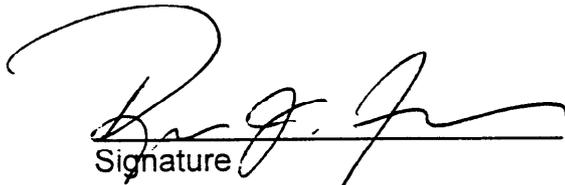
Amount Certified to Date: \$72,406.00

M. Authority:

The authority for entering into this agreement is the Economy Act of 1932, 31 U.S.C. 1535, as amended, and Section 27(g)[15 U.S.C. 2076] of the Consumer Product Safety Act.

Approved and Accepted for:

The U.S. Consumer Product
Safety Commission



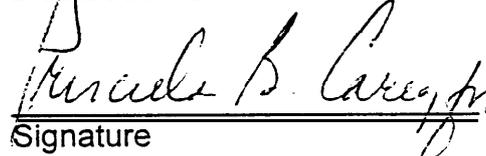
Signature

Name: Robert J. Frost
Title: Contracting Officer

1-3-97
Date:

Approved and Accepted for:

The U.S. Department of
Agriculture, Consolidated
Forms and Publications
Distribution Center



Signature

Name: Ira Hobbs
Title: Director, Office of
Operations

1/21/97
Date:

Clipboard

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE S1 PAGE OF PAGES 1 2

*2. AMENDMENT/MODIFICATION NO. 0007 3. EFFECTIVE DATE 02/03/97 4. REQUISITION/PURCHASE REQ. NO. 95-1059-0007 5. PROJECT NO. (if applicable) 31485

6. ISSUED BY CODE CPSC 7. ADMINISTERED BY (if other than Item 6) CODE PJN PETER J NERRET (301) 504-0444 EXT. 1150

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00017482 Artech Testing, L.L.C. 14554 Lee Road Chantilly VA 20151-1632 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. CPSC-C-95-1059 10B. DATED (SEE ITEM 13) 05/04/95

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.

12. ACCOUNTING AND APPROPRIATION DATA (if required) 97 2 597 31485 25.22

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 13.103 (b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to change Section I. 7., entitled "OPTION TO EXTEND THE TERM OF THE CONTRACT" to reflect the period in which the option may be exercised, in accordance with the Federal Acquisition Regulation.

Based on the above, Section 1.7. is changed to read as follows:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT J FROST B01 (301) 504-0444 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED BY (Signature of person authorized to sign) (Signature of Contracting Officer) 2/3/97

SF 30 CONTINUATION SHEET

1.7. OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. At the option of the Government, this contract is renewable for the periods of October 1, 1996 through September 30, 1997, and October 1, 1997 through September 30, 1998. The Government may extend the term of the contract by written notice to the Contractor within 120 days after the expiration date: provided, that the Contracting Officer shall give preliminary notice of the Government's intention to renew at least 30 days before the contract is to expire. The preliminary notice shall not be deemed to commit the Government to an extension.
- b. The exercise of the any option(s) shall not exceed the maximum ceiling prices specified in Sections G.l.b. CONSIDERATION and I.8. INDEFINITE QUANTITIES.
- c. If the Government exercises this option., the extended contract shall be considered to include this option provision.
- d. The total duration of this contract, including the exercise of all options under this clause, shall not extend beyond September 30, 1998.

EXCEPT AS PROVIDED HEREIN ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

FOR INFORMATION CONTACT PETER J. NERRET (301)504-0444, extension 1150.

a:\...\c510597.dos

1.7. OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. At the option of the Government, this contract is renewable for the periods of October 1, 1996 through September 30, 1997; and October 1, 1997 through September 30, 1998. The Government may extend the term of the contract by written notice to the Contractor within 120 days after the expiration date; provided, that the Contracting Officer shall give preliminary notice of the Government's intention to renew at least 30 days before the contract is to expire. The preliminary notice shall not be deemed to commit the Government to an extension.
- b. The exercise of any option(s) shall not exceed the maximum ceiling prices specified in Sections G.1.b. CONSIDERATION and I.E. INDEFINITE QUANTITIES..
- c. If the Government exercises this option, the extended contract shall be considered to include this option provision.
- d. The total duration of this contract, including the exercise of all options under this clause, shall not extend beyond September 30, 1998.

EXCEPT AS PROVIDED HEREIN ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

FOR INFORMATION CONTACT PETER J. NERRET (301)504-0444, extension 1153.

a: . . . \c510585.doc

- e. Retain a portion of the test sample for use in its in vitro work. The remainder of the sample will be returned to CPSC.

VI. Disclosure of Information:

- a. The FDA/CFSAN shall submit to the Commission any report, manuscript or other document containing the results of work performed under this Agreement, 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 the Commission or its agents 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 information and (comply with the applicable restrictions. CPSC should be advised of the FDA/CFSAN's desire to submit or publish an abstract or a report as soon as practical.
- b. Any publications or publicity pertaining to, the work performed under this Agreement shall include the following:

"This project includes or is based on data that was acquired with funds from the Consumer Product Safety Commission. 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.

VII. Name and Address of Participating Federal Agency and Project Officer:

U.S. Consumer Product Safety Commission
Directorate of Health Sciences and Health Effects
Bethesda, MD 23207

Project Officer: Dr. Kailash Gupta
Telephone: 301-504-0994 ext. 1386

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

VIII. Name and Address of Participating FDA Unit and Project

Officer:

Center for Food Safety and Applied Nutrition
Office of Cosmetics and Colors
Cosmetics Toxicology Branch
200 C St. S.W.
Washington, DC 20204

Project Officer: Donnie K. Lowther
Telephone: 202-205-4391

IX. Period of Agreement:

This agreement, when accepted by both parties, will have an effective period from date of signature through September 30, 1997, and may be modified by mutual consent of both parties or terminated by either party upon a thirty (30) day advance written notice to the other.

X. Disagreements

In the event that CPSC and FDA/CFSAN have a disagreement arising under this interagency agreement, the parties shall cooperatively seek to resolve the disagreement by themselves. If the disagreement cannot be resolved between them, the parties agree to seek the assistance of a third party in resolving the disagreement.

XI. Funding:

a. Transfer of Funds

CPSC will transfer \$6,771.00 to FDA/CFSAN at the beginning of the first, second and third quarter of FY1997, to cover the estimated cost of testing. At

the beginning of the fourth quarter, testing costs incurred to date will be compared to funds transferred to determine if an unexpended balance remains or if additional funds are required. Before the conclusion of the 4th quarter, FDA/CFSAN shall either transfer back unexpended funds to CPSC or bill for costs incurred in excess of the funds previously received from CPSC. The estimated cost for each test is \$601.87. If all 45 tests are performed, the total shall not exceed \$27,084.00.

b. Billing

FDA/CFSAN shall provide to CPSC a quarterly billing for the cost of tests performed during the preceding quarter. It is mutually agreed that these estimated costs represent the best available estimates of the costs of the articles and services to be provided, and that it will not be possible to itemize and account for individual articles and services.

XII. Funding and Accounting Data:

The transfer of funds should be through the On-Line Payment and Collection (OPAC) system using the following accounting data:

TRANSFER TO:

FDA/CFSAN Accounting and Appropriation Data:

Appropriation:	7570600
CAN :	7-6991696-X-24802-24812
PMS :	223150/10
Object Class:	25.38
Agency Location number :	75060099

TRANSFER FROM:

CPSC Accounting and Appropriation Data:

97 2 592 33567 25.26

XIII. Basis for Estimated Costs:

	OBJECT CLASS	
Animals		26.55
Rabbits	\$15,000.	
Rats	\$ 6,100.	
Supplies	\$ 300.	26.51
G&A (11%)	\$ 2,684.	12.11
Animal Care	\$ 3,000*	25.55
* Monies will go directly into contract number: 223-95-2282		

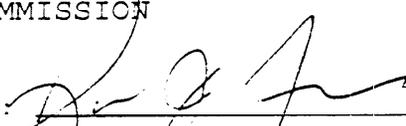
XIV Authority:

Economy Act of 1932, as amended 31 USC 1535, and Section 27(g) of the Consumer Product Safety Act, 15 USC 2076(g).

xv. FASA Compliance:

As the servicing agency, FDA agrees to act in full compliance with Section 1074 of the Federal Acquisition Streamlining Act (FASA) of 1994 entitled ECONOMY ACT PURCHASES.

APPROVED AND ACCEPTED FOR THE
UNITED STATES CONSUMER PRODCCT
COMMISSION

BY: 

TITLE: ROBERT A. FROST
CONTRACTS OFFICER

DATE: 12/30/96

APPROVED AND ACCEPTED FOR
THE FOOD AND DRUG
ADMINISTRATION

BY: 

TITLE: Claudia J. Schleigh
Chief, ORA Support and
Assistance Mgmt Br., OFACS

DATE: DEC 30 1996

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

001

3. EFFECTIVE DATE

01/15/97

4. REQUISITION/PURCHASE REQ. NO.

96-1158-01

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

CPSC

7. ADMINISTERED BY (If other than Item 6)

CODE

jl

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

B02 (301) 504-0444

JOYCE LAWN
(301) 504-0444 EXT. 1148

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Vendor ID: 00010927

AMERICAN ASSOCIATION OF
POISON CONTROL CENTER
3201 NEW MEXICO AVENUE, N.W., STE 310
WASHINGTON DC 20016

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

CPSC-C-96-1158

10B. DATED (SEE ITEM 13)

09/23/96

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

96 2 594 23600 25.25

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to amend Section 1.4..
Option to Extend the Term of the Contract. Therefore,

Section 1.4., is changed. to read as follows:

(a) At the option of the Government, this contract is renewable to purchase additional data for calendar years 1996, 1997, 1998 and 1999. The Government may extend the term of this

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

ROBERT J FROST B01 (301) 504-0444

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

18B. UNITED STATES OF AMERICA

18C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

1/15/97

contract by written notice to the Contractor within 120 days after the expiration date; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice **does** not commit the Government to an extension.

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

(c) The exercise of these options shall be at the rates specified in Section B.3.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 01/13/97	4. REQUISITION/PURCHASE REQ. NO. 96-1141-03	5. PROJECT NO. (if applicable)
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6. ISSUED BY US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4438 JOYCE LAWN	CODE CPSC	7. ADMINISTERED BY (if other than Item 6) JOYCE LAWN (301) 504-0444 EXT. 1148	CODE 31
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3. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00015769 SUB: AMB ASSOCIATES, INC. 8601 GEORGIA AVENUE SUITE 612 SILVER SPRING MD 20910	PRIME: Small Business Administration 1110 Vermont Avenue., N.W., 9th Floor P.O. Box 34500 Washington, D.C. 20207	(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. CPSC-C-96-1141 SBA 0353-96-1097
			10B. DATED (SEE ITEM 13) 06/06/96

CODE	FACILITY CODE
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; OR (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
97 1 940 99169 2543

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	3. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to amend Section I.4., Option to Extend the Term of the Contract. Therefore, Section I.4., is changed to read as follows:
(a) At the option of the Government, this contract is renewable for the period of October 1, 1996 through September 30, 1997 (Option 1); October 1, 1997 through September 30, 1998

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) ROBERT J FROST	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT J FROST B01 (301) 504-0444
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED	15C. DATE SIGNED
15D. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	15D. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
15E. DATE SIGNED	15E. DATE SIGNED 1/13/97

SF 30 CONTINUATION SHEET

(Option 2); October 1, 1998 through September 30, 1999 (Option 3), and October 1, 1999 through September 30, 2000 (Option 4). The Government may extend the term of this contract by written notice to the Contractor within 120 days after the expiration date; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.
- (d) The exercise of these options shall be at the hourly rates specified in Section 3.3.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT IC CODE

PAGE OF PAGE:

2. AMENDMENT/MODIFICATION NO.

0010

3. EFFECTIVE DATE

01/13/97

4. REQUISITION/PURCHASER REQ. NO.

94-1094-10

5. PROJECT NO. (if applicable)

2581

6. ISSUED BY CODE

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

CPSC

B02 (301) 504-0444

7. ADMINISTERED BY (if other than Item 6)

JOYCE LAWN
(301) 504-0444 EXT. 1148

CODE

j1

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00014721

COMSIS CORPORATION
HUMAN FACTORS DEPARTMENT
8737 COLESVILLE ROAD, STE 1100
SILVER SPRING MD 20910-

(X)

9A. AMENDMENT OF SOLICITATION NO.

98. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

CPSC-c-34-1094

10B. DATED (SEE ITEM 13)

06/02/94

X

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is 10:00 AM on 01/13/97. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 3 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

97 2 598 32485 2581

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

3. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

C. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor is not required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to amend Section I.8., Option CS Extend the Term of the Contract. Therefore,

Section I.8., is changed to read as follows:

- a. At the option of the Government, this contract is renewable for the period of 10-1-94 through 9-30-95, for Option Period I; 10-1-95 through 9-30-96 for Option

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

ROBERT J FROST

B01

(301) 504-0444

15C. CONTRACTOR/OFFEROR

15D. DATE SIGNED (15E. UNITED STATES OF AMERICA)

15F. DATE SIGNED

(Signature of person authorized to sign)

BY (Signature of Contracting Officer)

1/13/97

SE' 30 CONTINUATION SHEET

Period II; 10-1-96 through 9-30-97 for Option
Period III; 10-1-97 through **9-30-98** for Option
Period IV. The Government may extend the term of this
contract by written notice to the Contractor within 120
days after the expiration date; provided, that the
Government shall give **the Contractor** a **preliminary**
written notice of its intent to extend at least 60 days
before the contract expires. The preliminary notice
does not commit the Government to an extension.

- (b) If the Government exercises these options, the extended contract shall be **considered** to include this **option provision**.
- (c) The total **duration** of this contract, including the **exercise** of any options under **this** clause, shall **not** extend beyond September 30, 1998. Specific periods of performance will be specified in each Task Order.
- (d) Tasks orders issued during the option periods shall be negotiated at the hourly rates specified in **H.9.**, entitled **Negotiated Rates**, and shall **not** exceed the ceilings set forth in Section 1.9, entitled **Indefinite Quantities**.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES 1 2

2. AMENDMENT/MODIFICATION No. 05 3. EFFECTIVE DATE 1-10-97 4. REQUISITION/PURCHASE REQ. NO. 95-1164-05 5. PROJECT NO. (If applicable) 2528 6. ISSUED BY US CONSUMER PRODUCT SAFETY COMM DIVISION OF PRO SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408 JOYCE LAWN B02 (301) 504-0444 7. ADMINISTERED BY (If other than Item 6) JOYCE LAWN (301) 504-0444 EXT. 1148

8. NAME AND ADDRESS OF CONTRACTOR (Ho., street, county, State and ZIP Code) Vendor ID: 30013762 NATIONAL PUBLIC SERVICE RESEARCH INSTITUTE: 8201 CORPORATE DRIVE LANDOVER MD 20785- 9A. AMENDMENT OF SOLICITATION NO. 98. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. CPSC-C-95-1164 10B. DATED (SEE ITEM 13) 09/21/95

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS [] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. (X) A. THIS CHANGE ORDER IS ISSUED PURSUANTTO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANTTO THE AUTHORITY OF FAR 43.103 (b). X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANTTO AUTHORITY OF: Mutual Agreement of the Parties 0. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to exercise Option Year 11, to amend Section I.7., Option to Extend the Term of the Contract and Section I.8., Indefinite Quantities. Therefore, 1. Section I.7., is changed to read as follows:

15A. NAME AND TITLE OF SIGNER (Type or print) Ted R Miller, Vice President 15B. CONTRACTOR/OFFEROR Ted R Miller (Signature of person authorized to sign) 15C. DATE SIGNED 12-31-96 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT J FROST B01 (301) 504-0444 15B. UNITED STATES OF AMERICA 15C. DATE SIGNED 1-10-97 (Signature of Contracting Officer)

SF 30 CONTINUATION SHEET

- a. At the option of the Government, this contract is renewable for the period of 10-1-95 through 9-30-96, for Option Period I; 10-1-96 through 9-30-97 for Option Period 2; and 10-1-97 through 09-30-98 for Option Period 3. The Government may extend the term of this contract by written notice to the Contractor within 120 days after the expiration date; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 50 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall exceed four (4) years.
- (d) Tasks orders issued during the option periods shall be negotiated at the hourly rates specified in H.2., Negotiated Rates.

2. In accordance with Section I.7., Option to Extend the Term of the Contract, the Consumer Product Safety Commission (CPSC) hereby exercises the option to extend the term of this contract to cover the period from October 1, 1996 through September 30, 1997. This option (Option Year II) provides benefits assessment support for CPSC.

3. The minimum amount specified in Section I.8 for services for Option Year II is reduced from \$5,000.00 to \$0.

Funds for this option period will be obligated by individual tasks.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

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1 2

2. AMENDMENT/MODIFICATION NO. 004		3. EFFECTIVE DATE 01/13/97		4. REQUISITION/PURCHASE REG. NO. 96-1140-004		5. PROJECT NO. (if applicable) 2544	
6. ISSUED BY US CONSUMER PRODUCT SAFETY COMM DIVISION OF PRO ⁺ SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 23814-4438 JOYCE LAWN		COOE CPSC		7. ADMINISTERED BY (if other than Item 6) JOYCE LAWN (301) 504-0444 EXT. 1148		CODE JL	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor 13: CC315743 SUB: DIGITAL SOLUTIONS, INC. 3807 SUDLEY ROAD SUITE 112 MANASSAS VA 22110		PRIME: U.S. Small Business Administration 504 Santa. Rosa Road, Suite 200 Richmond, VA 23229		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. CPSC-C-96-1140 SBA 0304-96-6-02186 10B. DATED (SEE ITEM 13) 02/15/96	
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
97 2 591 11179 1544

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVENUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (5).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

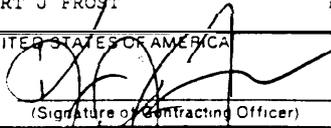
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to provide for additional funding in the amount of \$62,000.00 and to amend Section I.5., Option to Extend the Term of the Contract. Therefore,

1. The contract is hereby modified to provide for funding as follows:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) ROBERT J FROST		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT J FROST B01 (301) 504-0444	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED 1/13/97	

SF 30 CONTINUATION SHEET

Contract Value for Current	FY97	NTE	\$500,000.00
Previous Funds	FY96		\$ 91,494.09
Previous Funds	FY97		\$ 63,000.00
Mod 4 Additional	FY97		\$ 62,000.00
Current	FY97	Total	\$125,000.00
Grand Total			\$216,494.09

2. Section I 5., is changed to read as follows:

- (a) At the option of the Government, this contract is renewable for the period of October 1, 1996 through September 30, 1997 (Option 1); October 1, 1997 through September 30, 1998 (Option 2); October 1, 1998 through September 30, 1999 (Option 3), and October 1, 1999 through September 30, 2000 (Option 4). The Government may extend the term of this contract by written notice to the Contractor within 120 days after the expiration date; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall exceed five (5) years.
- (d) The exercise of these options shall be at the hourly rates specified in Section B.3.

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CPSC-IAG-97-1147

Interagency Agreement

between the

National Institute for Occupational Safety and Health

and the

U. S. Consumer Product Safety Commission

I. Purpose

Under this agreement between the National Institute for Occupational Safety and Health (NIOSH) and the U.S. Consumer Product Safety Commission (CPSC), NIOSH will contribute to the cost of the National Electronic Injury Surveillance System (NEISS) contracts and CPSC will expand the scope of NEISS to accommodate the special interests and needs of NIOSH for work-related injury data for victims of all ages from October 1, 1996 through September 30, 1997. In addition, this agreement reestablishes a collaborative work relationship in order to foster future projects of common interest.

II. Background

CPSC contracts with hospital emergency rooms to collect injury data for the data system known as NEISS. This system is used by CPSC to identify and measure the magnitude of the injury problems associated with consumer products that are treated in hospital emergency rooms in the U.S. and its territories.

NEISS is a tri-level data collection system, with the capacity for collecting data at emergency rooms, from telephone follow-up interviews with hospital staff and/or victims, and from in-depth interviews with injured parties and/or witnesses at the sites' where the injuries occurred. One, two, or all three of these levels are used by CPSC as primary data collection tools.

Since 1978, other Federal Agencies have found it useful to share NEISS, including having CPSC expand the scope of the injuries collected or add to the list of variables to be collected. Agencies which have shared NEISS data through interagency agreements in the past include: Environmental Protection Agency (EPA), Centers for Disease Control and Prevention (CDC), National Highway Traffic Safety Administration (NHTSA), Food and Drug Administration (FDA), and the Bureau of Justice Statistics (BJS). Through interagency agreements with NIOSH in FY 1981 through FY 1987, and again in FY 1996, CPSC (expanded NEISS to include all work-related incidents.

NIOSH has a need to measure the number and rate of occupational injuries and study injuries incurred in specific occupations and industries, including injuries to adolescents in the retail trades and services industries. NEISS has the potential to provide this information in a timely manner,

on an ongoing basis. and in a cost-effective manner. Under this agreement, NIOSH will contribute funds to offset the cost of NEISS contracts in return for sharing data from this system.

III. Scope of Work

A. Under the terms of this agreement, CPSC agrees to modify NEISS as follows to meet the needs of NIOSH in collecting work-related injury data. In Fiscal Year 1997, this agreement will cover work-related injuries to victims of all ages who are treated in 65 of the 91 NEISS hospital emergency departments from October 1, 1996 through September 30, 1997.

1. At the surveillance level CPSC shall:

- a. Prepare all surveillance instructional materials, including coder instructions, materials, material for emergency room (ER) staff, e. g . , background information, posters, etc.
- b. Provide computer programs to list NIOSH cases, and to display cross tabulations of NIOSH data for weighted data (national estimates) as well as for raw data.
- c. Share all in-scope work-related incidents with NIOSH on computer tapes or diskettes, or by mailing the data through overnight mail.

2. At the telephone investigation level during Fiscal Year 1997, NIOSH shall consult with CPSC and other experts in work-related injuries to prepare a structured telephone interview questionnaire. As part of its telephone investigation program, CPSC will contract for the conduct of up to 400 completed telephone interviews with adolescent workers (less than 18-years of age) injured in the retail trades and services industries. The telephone interview, expected to be about 20 minutes, will be used to uncover the causal factors related to the incident. The interview will elicit information on the victim, the equipment or products involved and any related environmental' factors.

B. Under the terms of this agreement, CPSC agrees to implement the following data collection activities :

1. At the surveillance level CPSC shall:

- a. Train the ER staff of participating NEISS hospitals. Training is

important to the success of data collection procedures, assuring that the 24-hour emergency room staff: (1) are aware of the new data collection needs, (2) obtain the necessary data from the patient, (3) record the information in the patient's emergency room record and (4) update and revise training materials and mail to hospitals as needed in FY 1997.

- b. Since October 1, 1995, CPSC has been implementing the collection of occupational injuries to victims of all ages, regardless of product involvement in 65 of the 91 sampled hospitals. Specifically, for in-scope work-related injuries, CPSC will collect the following standard NEISS information:
 - 1. Date of treatment
 - 2. Age and sex of victim
 - 3. Injury diagnosis (nature of injury) and body part affected
 - 4. Disposition of case (treated and released, hospitalized, etc.)
 - 5. Place where injury occurred (locale)
 - 6. Fire/motor vehicle involvement
 - 7. Products associated with the injury
 - 8. Whether the injury was work-related
 - 9. Narrative description of the circumstances of the injury as stated in the emergency room record (chain of events, agent of injury)
- c. In addition to the variables listed above, CPSC will request that each hospital in the NEISS sample provide the additional NIOSH data elements identified on the NIOSH special study computer entry screen including industry, occupation, injury source and event, and race. These data will become part of the NEISS record to be shared with NIOSH.
- d. CPSC will implement the data collection using special computer entry screens and interactive edit programs and will monitor the data collection process.

- e. CPSC will share these data with NIOSH on a weekly or monthly basis in a format to be specified by NIOSH; these include: electronic transfer, computer diskette, computer tape, paper copy, or overnight mail delivery..
2. At the telephone investigation level during Fiscal Year 1997, NIOSH will contribute to the contract costs of CPSC contractors for conducting investigations. CPSC will expand the scope of the telephone investigation contracts to include up to 400 completed interviews with adolescent workers injured in the retail trades and services industries. The work-related investigations will be telephone interviews conducted using a structured questionnaire developed for this purpose. The cases will be selected in consultation with NIOSH. CPSC will be responsible for reviewing the cases for completion and quality of the data. Paper copies of the interviews will be provided to NIOSH. NIOSH will be responsible for coding and analysis of the data.
- C. NIOSH will be responsible for analysis of any of the data resulting from this agreement. CPSC will provide consultation on matters concerning the data collection, quality control, sample design, injury estimates, sampling errors and questionnaire design.
- D. In Fiscal Year 1997, NIOSH will contribute \$460,000 towards the cost of this agreement. NIOSH will contribute \$435,000 to support the collection of data from 65 NEISS hospitals for work-related injuries for victims of all ages for a period of 12 months and up to 400 completed telephone investigations by a CPSC contractor. NIOSH will also reimburse CPSC \$25,000 for additional travel by CPSC staff to NEISS hospitals to provide initial training to new or replacement NEISS coordinators or to conduct quality assurance site visits as deemed appropriate by CPSC staff. CPSC 's additional travel expenses for these on-site visits are estimated to be \$25,000. Since CPSC's travel will be for CPSC's own purposes as well as for this agreement, and since it is not possible to precisely allocate these expenses between CPSC and NIOSH, it is agreed that \$25,000 is a reasonable cost for travel expenses attributable to this agreement.
- E. Travel under this agreement is subject to allowances authorized in accordance with Federal and Joint Travel Regulations.
- F. If equipment is procured to accomplish the program's goals and objectives using funds provided by this interagency agreement, CDC will retain title to the equipment, with the exception of equipment procured in support of the overall NEISS project for which CPSC shall retain title of equipment.

IV. Transfer of Funds

Under the terms of this agreement, \$460,000 funding from NIOSH will be paid to CPSC in FY 1997 immediately upon receipt of the signed interagency agreement and billing statements. The funds will be obligated by September 30, 1997.

FY 1997 = 97-2-591-11179-25.25	(\$435,000)
FY 1997 = 97-1-299-11179-21.92	(\$ 25,000)

V. Liaison Officers

- A. For CPSC:
Eileen Kessler
Statistician
Room 604-D
U. S. Consumer Product Safety Commission
4330 East West Highway,
Bethesda, Maryland 20814-4408
Telephone: (301) 504-0539, ext. 1246
- B. For NIOSH:
Larry Layne
Statistician
M/S P-180
National Institute for Occupational
Safety and Health
Division of Safety Research
1095 Willowdale Road
Morgantown, WV 26505
Telephone: (304) 285-6008

VI. Period of Performance and Termination of Conditions

This agreement is effective when signed by both parties and shall remain in effect through September 30, 1997, unless modified in writing by mutual agreement, or terminated by either party upon (60) days written notice.

VII. Information safeguards

NIOSH shall comply with the Privacy Act in using and storing information related to this agreement. NIOSH shall provide CPSC with written assurances satisfactory to CPSC that the

identity of any injured person, and of any person who treated an injured person, shall not, without the consent of person identified, be included in any report or information made available by CPSC to any member of the public. NIOSH also agrees that it shall not disclose information compiled under this agreement to the public if the information describes a consumer product in such a manner that will permit the public to ascertain readily the identity of the manufacturer or private labeler unless the Commission is notified, and the Commission complies with Section 6(b) of the CPSA (15 U.S.C. 2055).

VIII. Method of Payment

4. Reimbursement by CDC/NIOSH will be provided upon billing through the OPAC System ALC 75-09-0527 based upon actual obligations to:

HHS, PHS
CDC, NIOSH
4676 Columbia Parkway
Attn: Financial Management Office
Mailstop C-S
Cincinnati, Ohio, 45226

Upon receipt of OPAC Statement, CDC will make payment to:

CPSC
Attn: Debbie Hodge, Director of Division of Finance
Washington, DC 20207

- B. Fiscal Year 1997 billing shall be chargeable to the following accounting and appropriations data:

For NIOSH:

Appropriation: 7570943

Allowance: 7-A492W

CAN: 79278875 VAI FQA

Cost: \$460,000

IX. Authority

For NIOSH: This agreement is made under the authority of Section 22(e)(7) of the Occupational Safety and Health Act. approved October 27, 1972. 29 U.S.C. 671(e)(7), and the Economy Act of 1932, as amended (31 U.S.C. 1535 and 1536).

For CPSC: This agreement is made under the authority of Section 29[©] and 29(e) of the Consumer Product Safety Act. 15 U.S.C. 2078[©] and (e), and the Economy Act. as amended (31 U.S.C. 1535 and 1536).

FOR: National Institute for
Occupational Safety and
Health

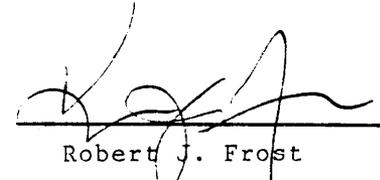
By: 

Diane D. Porter

Title: Associate Director Management

Date: JAN 7 1997

For: U.S. Consumer Product
Safety Commission

By: 

Robert J. Frost

Title: Contracting Officer

Date: 1-7-97

Statement of Work

Interagency Agreement

between the

National Institute of Standards and Technology

and the

U.S. Consumer Product Safety Commission

I. Purpose

The purpose of this Interagency Agreement is to obtain services from the U.S. Consumer Product Safety Commission (CPSC) to: 1) conduct a workshop with representatives of Government and Industry to discuss the information technology needs and implications of anthropometric data for design and manufacturing, current state-of-the-art techniques for obtaining anthropometric data, and systems information and database formats for the use of such data, 2) evaluate the potential use of and correlation of anthropometric dimensions obtained with state-of-the-art laser scanning equipment and information technology using sophisticated workstations with the classical technique of physical measurement, and 3) assess the potential adaptability of at least one off-the-shelf simulation and modeling software program for accepting anthropometric data to generate accurate human-like forms on screen. The long term objectives of this work are to: provide designers and others with data formats that are: flexible and which may be customized for specific user needs and computer aided design (CAD) software packages, reduce the dimensional mismatch between typical product users and the products which in turn should lead to fewer accidents associated with products and a commensurate reduction in manufacturing and design costs by providing electronic based tools.

II. Background

In 1975 and 1977, the Consumer Product Safety Commission completed two major anthropometric studies of children up to the age of 18 years. This data has been accepted worldwide by manufacturers and researchers as the best available for this segment of the population. Such data has had a significant impact on manufacturers in that, through its use, manufacturing and product liability costs have most likely been significantly reduced by the proper sizing of products.

It has been 20 years since the original CPSC anthropometric data were taken. Some military and international anthropometric studies suggest that in the long term, there is what has been termed a "generational creep" or a general increase in the dimensions of the population. If true, such an increase could mean that a dimensional mismatch between consumers and manufactured products is forming.

Regardless of whether there are dimensional changes in the population, it is clear that data such as this is important to manufacturers and needs to be readily available in an electronic form which is most useful to product designers. The 1970's data is currently only available in a hard copy text format. Further, there needs to be a methodology whereby

interested parties can obtain specialized dimensions for the population which are not normally available in standardized studies.

Finally, the data needs to be made more available to be effective in reducing costs and injuries. The work proposed in this document is intended to explore more cost effective technologies in obtaining the basic data and better methodologies for displaying and visualizing this type of data.

To address these issues, National Institute for Standards and Technology will provide \$50K in funding to the CPSC in exchange for the following tasks to be performed by CPSC.

III. Scope of Work

A. CPSC will sponsor a workshop in the Washington D.C. area which brings together representatives of industry and government to discuss the current uses of computer based anthropometric data in the product design process and examine the needs to provide this data in a more automated and efficient form that will enhance the design and manufacture of products. Consideration will be given to real-time availability of anthropometric data for designers to shorten development time and for the improvement of workplace safety. On-line availability of data with the power to conduct impromptu analysis in the design process could resolve issues without becoming involved in long term and costly surveys. Topics for discussion will include; current software platforms used for the design process, current availability of anthropometric data for designing products and its appropriateness in terms of format, accessibility, and dimensions, the use of virtual human representations and prototype product designs and their success and the costs associated with such design tools. CPSC will arrange for a meeting site, provide meeting notice brochures or flyers, and contact prospective attendees.

B. CPSC will sponsor a study on a cost-sharing basis with NIST to evaluate the correlation between electronically scanned anthropometric data and identical measurements obtained in the traditional manner. Cyberware Inc. has recently developed automatic scanning equipment which has the dual potential for greatly reducing both costs and time required to conduct extensive anthropometric surveys as well as provide the capability to conduct on line analyses of other measurements as needed, The technology offers a permanent record of test subjects that can be reanalyzed at a much later date when ever the need arises. This study will involve to the extent feasible, the four state-of-the-art laser scanners that are available in the U.S. These are based in Monterey, CA; Dayton, Ohio; Natick, Massachusetts; and Morgantown, WV. Collectively, 30-50 test subjects will have body dimensions scanned electronically and have identical measurements made with the traditional method. The two sets of measurements will be statistically compared and correlations drawn. One of the benefits of this study to both government and industry will be to validate the new technology from a cost savings standpoint and draw a relationship between the current data obtained by the classical physical measurement approach and data obtained with the new scanning technology. This will permit continued use of current data while allowing designers to extrapolate dimensions that have not been available. NIST will be provided with a complete report of the study and the resulting correlations for use as

NIST deems **appropriate** as part of standard reference databases.

C. CPSC will obtain and evaluate at least one off-the-shelf simulation and modeling software package used for designing and analyzing products to determine its potential usefulness in accepting and displaying anthropometric data and for generating virtual human likenesses capable of interacting with prototype designs of products. An assessment will be made whether such a modified program can benefit industrial designers from a cost and time standpoint. NIST will be provided with a report of the complete evaluation and recommendations.

D. CPSC will provide quality control resources for the data entered into the NIST generated **website** page entitled "anthrokids" that now contains the data from the 1970's CPSC studies, and any other electronic formats this data is to be prepared in. The widespread electronic availability of this data is intended to assist product developers in the design and evaluation of prototype and existing designs for customer compatibility.

E. CPSC will collaborate and interface with NIST and industry as appropriate to establish additional electronic formats including NIST and/or CPSC website pages which contain newly obtained anthropometric data.

IV. Transfer of Funds

Under the terms of this agreement, the National Institute of Standards and Technology will effect the **transfer of \$50,000 in advance** to the Consumer Product Safety Commission (Acct# 97-2-598-2262-2528) completion of the work specified in III.B. will be on a cost sharing basis.

V. Liaison Officers

A. **For CPSC:**

Robert B. Ochsman, PhD.
Director, Division of Human Factors
Room 604A
Directorate for Engineering Sciences
U.S. Consumer Product Safety Commission
4330 East West Highway
Washington, D . C . 20207-000 1
Telephone: (301) 504-0468, ext. 1307

B. **For NIST:**

Sanford P. Ressler
Technology Laboratory
National Institute of Standards and Technology
Gaithersburg, MD 20899
Telephone: (301) 975-3549

VI. Delivery or Performance

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

<u>ITEM</u>	<u>QUANTITY</u>	<u>DELIVERY OR PERFORMANCE</u>
a. Workshop (Section III.A)	One	Spring 1997
b. Anthropometry Report (Section III.B.)	One original and five copies	September 30, 1997
c. Evaluation of Software Package (Section III.C.)	One original and five copies	September 30, 1997

VI. Period of Performance and Termination Conditions

This agreement is effective when signed by both parties and shall remain in effect through September 30, 1997, unless modified in writing by mutual agreement or terminated by either party upon sixty (60) days written notice.

VII. Confidentiality Requirements

(1) The CPSC has special procedures relating to release of information generated by the CPSC staff and its contractors which apply to **material** developed under this agreement including an internal sign-off procedure involving the several technical directorates and others. The CPSC clearance process may necessitate some revision to the final reports or other documents submitted to NIST.

(2) All documents shall be marked prominently to indicate the materials are DRAFT and not intended for public release. DRAFT copies shall be marked FOR INTERNAL OFFICIAL USE ONLY.

(3) All documents and other materials developed pursuant to this Statement of Work shall have appropriate disclaimers to indicate that the work was performed pursuant to the (Use appropriate description) IA by CPSC; that the materials are the views of the staff of CPSC; although they were developed in conjunction with NIST staff, the materials do not necessarily represent the views of the U.S. Consumer Product Safety Commission.

(a) No material shall be released for public information by NIST without the prior written approval of the CPSC.

(b) NIST may, with prior CPSC written agreement only, submit technical material based on this study to technical journals or to professional society activities.

(4) To insure ease of transfer, and use of text and data, all documents and data shall be provided in two forms namely: 1) conventional paper or hardcopy of text, drawings, spreadsheets and related materials and 2) computer diskette.

VIII. Authority

For CPSC: This agreement is made under the authority of Section 27(g), 29(c) and 29(e) of the Consumer Product Safety Act, 15 U.S.C. 2076(g) and 2078(c) and (e), and the Economy Act of 1932, as amended (31 U.S.C. 1535 and 1536).

For NIST: (To be filled in by NIST)

IX. FASA Compliance:

As the servicing agency, CPSC agrees to act in full compliance with Section 1074 of the Federal Acquisition Streamlining Act (FASA) of 1994 entitled ECONOMY ACT PURCHASES.

APPROVED AND ACCEPTED
FOR THE NATIONAL INSTITUTE OF
STANDARDS AND TECHNOLOGY

APPROVED AND ACCEPTED
FOR THE CONSUMER
PRODUCT SAFETY
COMMISSION

BY: *Andi Ward*

BY: *Joyce M Lawn*

Joyce M. Lawn

TITLE: *Director, CSL*

TITLE: Contracting Officer

DATE: *12-10-96*

DATE: 12-g-97

ACCEPTED BY:

John C McGuffin

John C McGuffin, Controller
National Institute of Standards
and Technology

DATE: *12/13/96*

Clip Board

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 0004
3. EFFECTIVE DATE 12/23/96
4. REQUISITION/PURCHASE REQ. NO. 96-1058-04
5. PROJECT NO. (If applicable) 2528

6. ISSUED BY CODE CPSC
US CONSUMER PRODUCT SAFETY COMM
DIVISION OF PROCUREMENT SERVICES
4330 EAST WEST HWY ROOM 517
BETHESDA, MD 20814-4408
ROSE MARY HEIDENREICH B05 (301) 504-0444/1145
7. ADMINISTERED BY (If other than Item 6) C O D E RMH
ROSE MARY HEIDENREICH
(301) 504-0444 EXT 1145

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) Vendor ID: 00015824
TMM CORP., INC. (dba TUTMAN PRODUCTIONS)
18600 QUEEN ANNE ROAD
UPPER MARLBORO MD 20772
9A. AMENDMENT OF SOLICITATION NO. (X)
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. X
CPSC-C-96-1058
10B. DATED (SEE ITEM 13)
10/15/95
CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
96 2 103 44586 25.28

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THE PURPOSE OF THIS MODIFICATION IS TO ADD TO THE FOLLOWING SECTIONS OF CPSC-C-96-1058:

SECTION C.3. 00.000-0006 STATEMENT OF WORK, AND
SECTION 5.3. 00.000-00163 PARTIAL PAYMENT

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)
15C. DATE SIGNED
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
ROBERT J FROST B01 (301) 504-0444
16B. UNITED STATES OF AMERICA
BY (Signature of Contracting Officer)
16C. DATE SIGNED
12/23/96

ADD

SECTION C.3. 00.000-0006 STATEMENT OF WORK

g. Unusual Circumstances

When the Contractor has been assigned a task, and changes to the data contained in the work product are required by CPSC's Project Officer, CPSC will allow a sufficient amount of time to the Contractor for recompilation of the safety alert. In these unusual circumstances, CPSC will grant the Contractor partial payment of the task based upon percentage of completion of the work after the Contractor provides a rationale explaining the percentage claimed. Partial Payment will be subject to the approval of CPSC's Project Officer.

ADD

SECTION G.3 00.000-00163 PARTIAL PAYMENT

(d) The Contractor may invoice based on the percentage of work completed in accordance with Unusual Circumstances cited in Section C.3.g. when CPSC causes a delay in the completion of the task order. The Contractor shall provide a written rationale explaining the percentage claimed subject to the approval of CPSC's Project Officer.

ACCOUNTING AND APPROPRIATION DATA

THIS CHANGE RESULTS IN NO ADDITIONAL COST OR PRICE TO THE GOVERNMENT.

EXCEPT FOR HEREIN, ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

CURBOARD

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE S1 PAGE OF PAGES 1 2

2. AMENDMENT/MODIFICATION NO. 0018 3. EFFECTIVE DATE 12/30/96 4. REQUISITION/PURCHASE REQ. NO. 94-1093-0018 5. PROJECT NO. (if applicable) 99939 6. ISSUED BY CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HIGHWAY ROOM 517 BETHESDA, MD 20814-4408 ROBERT J FROST B01 (301) 534-0444 7. ADMINISTERED BY (if other than Item 6) PETER J NERRET (301) 504-0444 EXT. 1150

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00013372 (X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. CPSC-c-94-1093 94-0353-93-2-0076 10B. DATED (SEE ITEM 13) 10/01/93 CCDE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) 971149 99939 2582-97 3 999 99942 25.8499934 25.85/ 99932 25.88 99943 25.93

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to add the current Department of Labor wage determination to the contract and to make a correction to Modification number 9017, Standard Form 33.

Based on the above, this contract is hereby modified as follows:

The SF-30 for modification number 0017, Block 3 (effective date) is changed to read as follows:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT J FROST B01 (301) 504-0444 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 12/30/96 (Signature of person authorized to sign) BY (Signature of Contracting Officer)

Block 3. EFFECTIVE DATE - 10/01/96

Additionally, SECTION H.7., entitled "WAGE DETERMINATION", is changed to read as follows:

H.7. WAGE DETERMINATION

In performance of this contract, during the period of 10/01/96 through 09/30/97, the Contractor shall comply with the requirements of U.S. Department of labor Wage Determination Number 94-2103 (Rev-8), dated 12/08/95, which is Included as attachment 56.97 to this contract.

EXCEPT AS PROVIDED HEREIN ALL OTHER TERMS AND CONDITIONS SHALL .
REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

FOR INFORMATION CONTACT PETER J. NERRET (301)504-0444, extension 1150.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT D CODE PAGE # OF PAGES

2. AMENDMENT/MODIFICATION NO. 0009
3. EFFECTIVE DATE DEC 19 1996
4. REQUISITION/PURCHASE REQ. NO. 94-1115-08
5. PROJECT NO. (If applicable) 2527
6. ISSUED BY CODE CPSC
7. ADMINISTERED BY (If other than item 6) COCE JL
US CONSUMER PRODUCT SAFETY COMM
DIVISION OF PROCUREMENT SERVICES
4330 EAST WEST HWY ROOM 517
BETHESDA, MD 20814-4408
JOYCE LAWN BC2 (301) 504-0444

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00010567
ABT ASSOCIATES, INC.
55 WHEELER STREET
CAMBRIDGE MA 02138-1168
9A. AMENDMENT OF SOLICITATION NO.
9B. DATE3 (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. CPSC-C-94-1115
10B. DATED (SEE ITEM 13) 08/03/94

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to exercise Option Year III, and to amend Section I.8., Indefinite Quantities. Therefore, in accordance with Section I.7., Option to Extend the Term of the Contract, the Consumer Product Safety Commission (CPSC) hereby exercises the option to extend the term of this contract to cover

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Kathleen L. Flanagan, Managing Vice President
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED 11-12-96
15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT J. FROST B01 (301) 504-0444
15B. UNITED STATES OF AMERICA
15C. DATE SIGNED DEC 19 1996

SF 30 CONTINUATION SHEET

the period from October 1, 1996 through September 30, 1997. This option (Option Year III) provides quick response for survey support for CPSC.

The minimum amount for services for Option Year III is reduced from \$5,000.00 to \$-0- in Section I.B., Indefinite Quantities.

Funds for this option period will be obligated by individual tasks.

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INTERAGENCY AGREEMENT

Department of Health and Human Services
Health Resources and Services Administration
Maternal and Child Health Bureau

and

U.S. Consumer Product Safety Commission

*This memorandum is a modification to an agreement established in FY 1996 that set forth the terms of agreement between the U.S. Consumer Product Safety Commission (CPSC) and the Maternal and Child Health Bureau (MCHB), Health Resources and Services Administration (HRSA), for a set of activities designed to obtain information on the capabilities of hospitals to serve children in emergency situations. This modification provides for funding in the second year of this two-year agreement. All aspects of the original agreement remain the same.

Fiscal Year 1997 funds are available and shall be transferred via the Treasury's On-Line Payment and Collection System from the MCHB to the CPSC as follows:

From:	MCHB Accounting	To:	CPSC Accounting
Agency Symbol:	75-030030		97 2 591 11179 25.25
Approp. No.:	7570350		
Allowance:	7-49005		
CAN:	7-3893070		
Object Class:	25.38		
Amount:	\$45,000		

For HRSA, MCHB:

Audrey H. Nora, M.D.

Audrey H. Nora, M.D., M.P.H.
Assistant Surgeon General
Director, Maternal and Child
Health Bureau

12/19/96

Date

For CPSC:

Robert Frost

Robert Frost
Contracting Officer
Consumer Product Safety
Commission

12/19/96

Date

Clipboard

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO. 0001
3. EFFECTIVE DATE 10 DEC 1996
4. REQUISITION/PURCHASE REQ. NO. 97-5000-0001
5. PROJECT NO. (If applicable) 44200

6. ISSUED BY CODE CPSC
US CONSUMER PRODUCT SAFETY COMM
DIVISION OF PROCUREMENT SERVICES
4330 EAST WEST HWY ROOM 517
BETHESDA, MD 20814-4408
ROBERT J FROST B01 (301) 504-0444
7. ADMINISTERED BY (If other than Item 6) CODE PJN
PETER J NERRET
(301) 504-0444 EXT. 1150

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor IC: 00013534
I-NET, INC.
6700 ROCKLEDGE DRIVE
SUITE 100
BETHESDA MD 20817-1804
9A. AMENOMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. 'MODIFICATION' OF 'CONTRACT/ORDER' NO. CPSC-S-97-5000
10B. DATED (SEE ITEM 13) 10/01/96

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
97 2 140 44200 25.28 \$78,000.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

3. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)
By Mutual Agreement and the Basic Agreement

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to provide incremental funding, to add a clause that had been inadvertently left out of the original contract, and to modify or replace other clauses, and to make other miscellaneous modifications. The additional funds will provide for service coverage of up to 120 days.

Based on the above, the contract is modified as follows:

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) SANJO PERAZA HARRINGTON CONTRACTS MANAGER
15B. CONTRACTOR/OFFEROR Vicki Sumner (Signature of Person authorized to sign)
15C. DATE SIGNED 11/22/96
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT J FROST B01 (301) 504-0444
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
16C. DATE SIGNED 12/10/96

Section C.1.c. BACKGROUND INFORMATION is modified to read as follows:

- C. CPSC estimates that during FY-97 the Hotline will receive approximately 400,000 consumer calls to request CPSC publications, information about recalls, banned products, news releases and news stories about Commission findings and actions, and to report safety-related incidents, injuries and deaths associated with consumer products. Of the total number of calls received, approximately 4,500 will be consumer complaints. Approximately twenty-five percent of the total calls received will be outside CPSC's jurisdiction and referred to other government agencies or private sectors and organizations.

Section C.5.d. HOURS OF DUTY is modified to read as follows:

- d. The Commission will pay only for hours worked. The Contractor shall maintain timecards and sign-in/out records, to be available for the CPSC Project Officer's inspection. Records shall indicate time of arrival and departure and regular and overtime schedules. In addition, Contractor employees shall record the total number of hours worked daily in a log which will be located in the Project Officer office or other designated location. This log shall be updated daily and shall directly correspond to the hours recorded on the time sheets, sign-in/out record and invoices submitted for payment. The Contractor shall submit to the CPSC Project Officer, a copy of the original timesheets with its vouchers for payment.

Section G.1.a. PAYMENT is modified to read as follows:

- (1) The date of actual receipt of an proper invoice with complete supporting documents(see G.2.b.) attached in the office designated to receive the invoice; or

Section G.2.b.(8) BILLING INSTRUCTIONS is modified to read as follows:

- 8. Other substantiating documentation or Information justifying payment due by the Government as specified in the PURCHASE ORDER.

Section G.2. is modified by the addition of subsection f. and reads as follows:

- f. Whenever an invoice contains amounts that are disputed by the CPSC, the Contractor Project Manager will be notified upon discovery. If resolution of the disputed amount is not made promptly, payment of any undisputed amount will be made. Upon resolution of the disputed amount, the Contractor shall resubmit an invoice for the mutually agreed upon amount.

Subsection 1.1. CLAUSES INCORPORATED by REFERENCE, is hereby

modified by the addition of the following,

Clause No.	Title	Date
52.248-1	Value Engineering (Alternate III)	MAR. 1989

Subsection 1.1. CLAUSES INCORPORATED by REFERENCE, is hereby modified as follows:

Clause number 52.249-06 entitled **Termination** for the Convenience of the Government (Services) (Short Form) APR 1984 is changed to read as follows:

52.249-06	Termination (Cost Reimbursement)	MAY 1986
	Alternate IV (APR 1984),	

Clause number 52.249-14 entitled Default (Fixed-Price Supply and Service) APRIL 1984 is changed to read as follows:

52.249-08	Default (Fixed-Price Supply and Service)	APRIL 1984
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Subsection I. PURCHASE ORDER CLAUSES is hereby modified by the addition of the following:

1.11. In the event that the Government elects to exercise a **Termination for Convenience** (see Section I.1.), the Government will give to the Contractor, to the extent possible, advance notice of the Termination for Convenience.

Also, based on the above, this contract is hereby modified as follows:

Contract Value for Current	FY97 NTE	\$100,000.00
Previous Funds	FY97	\$22,000.00
Mod 0001	FY97	\$78,000.00
Current	FY96 ⁷ Total	\$100,000.00
	Grand Total	\$100,000.00

The accounting and appropriation data for this action is as follows:

97 2 140 44200 25.28 - \$78,000.00 Operation of the CPSC Hotline

EXCEPT AS PROVIDED HEREIN ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

FOR INFORMATION CONTACT: PETER J. NERRET @ (301) 504-0444, EXT. 1150