

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE *WA 2* PAGE OF PAGES *1*

2. AMENDMENT/MODIFICATION NO. 0011	3. EFFECTIVE DATE 08/07/97	4. REQUISITION/PURCHASE REQ. NO. 95-1062-011	5. PROJECT NO. (if applicable) 2528
6. ISSUED BY COOE US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408 ROSE MARY HEIDENREICH	CPSC BOS (301) 504-0444/1145	7. ADMINISTERED BY (if other than Item 6) ROSE MARY HEIDENREICH (301) 504-0444 EXT 1145	COOE RMH

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00013363  POTOMAC TELEVISION COMMUNICATIONS, INC. 500 N. CAPITOL STREET, N.W. SUITE 330 WASHINGTON DC 20301	(X)	9A. AMENDMENT OF SOLICITATION NC.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. CPSC-C-95-1062
		10B. DATED (SEE ITEM 13) 11/07/94
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 2 103 44740 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.
	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:
X	II. OTHER (Specify type of modification and authority) FAR CHANGES--FIXED PRICE CLAUSE 52.243-1

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 allow for additional expenditures out of existing contract funds in the amount of \$1,000.00 under the Video News Release (VNR) ordered in support of "Halogen Lamp." The authority for the expenditure is Section 52.38 Changes -- Fixed Price (August 1987) FAR 52.243-1.

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) Michelle LeCompte, Dir Sales / Mkts.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT J FROST B01 (301) 504-0444
15B. CONTRACTOR/OFFEROR Michelle LeCompte (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY: <i>[Signature]</i> (Signature of Contracting Officer)
15C. DATE SIGNED 8/13/97	16C. DATE SIGNED 8/19/97

An explanation of the ~~circumstances~~ ~~are as follows~~:

The CPSC Project Officer requested Potomac Television Communications, Inc. to provide a fully edited video news release. The VNR included one hour of C-band satellite uplink and space for July 24th and 25th to feed the VNR "Halogen Lamp ". Due to unusual circumstances, the Government requested Potomac Television Communications, Inc. to postpone the VNR satellite feed until a later date.

based on the above,

This modification of the VNR for "Halogen Lamp" will increase the amount by \$1,000.00 to cover the additional expense of the un-used satellite time charged by Potomac Television Communications, Inc. satellite vendor.

The price for the Video News Release "Halogen Lamp" is changed as follows:

From:	\$11,245.00
Increase by	\$ 1,000.00
To:	\$12,245.00

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO. 0005 3. EFFECTIVE DATE 08/05/97 4. REQUISITION/PURCHASE REQ. NO. 96-1058-005 5. PROJECT NO. (if applicable) 2528

6. ISSUED BY CODE CPSC 7. ADMINISTERED BY (if other than item 6) CODE 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. CPSC-C-96-1058 X 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.

12. ACCOUNTING AND APPROPRIATION DATA (if required) 97 2 103 44563 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. 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 DEOBLIGATE FUNDS FOR SECTION I UNDER CONTRACT CPSC-C-96-1058.

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) ROBERT J FROST B01 (301) 504-0444 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 15D. UNITED STATES OF AMERICA 15E. DATE SIGNED 8/5/97

SF 30 CONTINUATION SHEET

THIS FUNDING IS CHANGED AS FOLLOWS:

TOTAL CONTRACT VALUE	FY97	\$ 15,000.00
PREVIOUS FUNDING	FY96	\$ 15,000.00
MCC NO. 0065 DEOBLIGATE	FY97	\$- 6,016.33
	FY97 TOTAL	\$ 8,083.67
	GRAND TOTAL	\$ 23,983.67

ACCOUNTING AND APPROPRIATION DATA

97 2 103 44563 25.28 \$-6,016.33

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

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE S1	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 05/08/97	4. REQUISITION/PURCHASE REQ. NO. 96-1138-0006	5. PROJECT NO. (if applicable) 99169	
6. ISSUED BY US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408 ROBERT J FROST	CODE CPSC	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: 00017298  TELOS Field Engineering P.O. Box 247 Bountiful UT 84011		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. CPSC-C-96-1138	
			10B. DATED (SEE ITEM 13) 02/29/96	
CODE 9X190	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 1 940 99169 25.66

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)

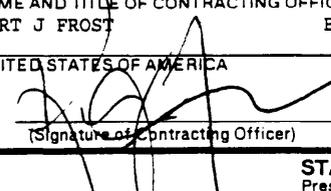
E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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 equipment to the Per Call Maintenance Attachment "C" in accordance with Section C.19. of the contract. Pricing is in accordance with Section B.3..

Based on the above, Attachment "C" Per Call Maintenance equipment is modified by the addition of the following equipment:

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	18A. 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
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)
		16C. DATE SIGNED 5/8/97

SF 30 CONTINUATION SHEET

ATTACHMENT C  
 PER CALL MAINTENANCE  
 OPTION PERIOD I FY97

The following non-critical equipment is located at either the CPSC Headquarters, Bethesda, MD,  
 the CPSC Engineering Sciences Lab, Gaithersburg MD and/or the CPSC Health Sciences Lab, Rockville, MD.

DEVICE •	MANUFACTURER	ITEM DESCRIPTION	TOTAL NO. OF UNITS
CDR	PHILLIPS	CD ROM Recorder	1
CP	HEWLETT PACKARD	Color Laserjet	1
SC	HEWLETT PACKARD	Scanjet w/ADF MODEL C2890A	1
LT	TOSHIBA	486SL-33 PC 200 MB HD, 4 MB RAM MODEL T4600C	40
LT	TOSHIBA	486-33 PC 200 MB HD, 8 MB RAM MODEL T4600CS	32

\* See: LEGEND

ATTACHMENT C  
 PER CALL MAINTENANCE  
 OPTION PERIOD II FY98

The following non-critical equipment is located at either the CPSC Headquarters, Bethesda, MD,  
 the CPSC Engrneering Sciences Lab, Gaithersburg, MD and/or the CPSC Health Sciences Lab, Rockville, MD.

DEVICE •	MANUFACTURER	ITEM DESCRIPTION	TOTAL NO. OF UNITS
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CDR	PHILLIPS	CD ROM Recorder	1
CP	HEWLETT <b>PACKARD</b>	Color <b>Laserjet</b>	1
SC	HEWLETT <b>PACKARD</b>	<b>Scanjet w/ADF</b> <b>MODEL C2890A</b>	1
LT	TOSHIBA	<b>486SL-33 PC</b> 200 MB HD, 4 MB RAM MODEL <b>T4600C</b>	40
LT	TOSHIBA	486-33 PC 200 MB HD, 8 MB RAM MODEL <b>T4600CS</b>	32

• LEGEND

ATTACHMENT C  
PER CALL MAINTENANCE  
OPTION PERIOD III **FY99**

The following non-critical equipment is located at either the CPSC Headquarters, Bethesda, MD, the CPSC Engineering Sciences Lab, Gaithersburg, MD and/or the CPSC Health Sciences Lab, Rockville, MD.

DEVICE	MANUFACTURER	ITEM DESCRIPTION	TOTAL NO. OF UNITS
CDR	PHILLIPS	CD ROM Recorder	
CP	HEWLETT <b>PACKARD</b>	Color <b>Laserjet</b>	1
SC	HEWLETT <b>PACKARD</b>	<b>Scanjet w/ADF</b> MODEL <b>C2890A</b>	1
LT	TOSHIBA	<b>486SL-33 PC</b> 200 MB HD, 4 MB <b>RAM</b> MODEL <b>T4600C</b>	40
LT	TOSHIBA	486-33 PC 200 MB <b>HD</b> , 8 MB <b>RAM</b> MODEL <b>T4600CS</b>	32

• LEGEND

\*\*\*\*\* C

PER CALL MAINTENANCE  
OPTION PERIOD IV FY2000

The following non-critical equipment is located at either the CPSC Headquarters, Bethesda, MD, the CPSC Engineering Sciences Lab, Gaithersburg, MD and/or the CPSC Health Sciences Lab, Rockville, MD.

DEVICE •	MANUFACTURER	ITEM DESCRIPTION	TOTAL NO. OF UNITS
CDR	PHILLIPS	CD ROM Recorder	1
CP	HEWLETT PACKARD	Color Laserjet	1
SC	HEWLETT PACKARD	Scanjet w/ADF MODEL C2890A	1
LT	TOSHIBA	486SL-33 PC 200 MB HD, 4 MB RAM MODEL T4600C	40
LT	TOSHIBA	486-33 PC 200 MB HD, 8 MB RAM MODEL T4600CS	32

• LEGEND

Except as provided herein, all other terms and conditions shall remain unchanged and in full force and effect.

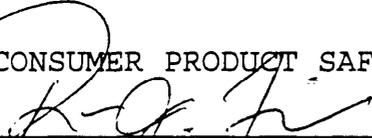
For information contact Peter J. Nerret (301) 504-0444, extension 1150.

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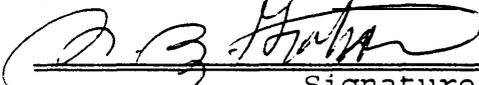
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<b>AWARD / CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 350)		RATING S1	PAGE OF PAGES 1   59
2. CONTRACT (Proc. Inst. Ident.) NO. CPSC-C-97-1006 R		3. EFFECTIVE DATE 05/01/97		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 97-1006 R / 2528	
5. ISSUED BY CODE CPSC  US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408  PETER J NERRET B03 (301) 504-0444		6. ADMINISTERED BY (If other than Item 5) CODE pjn  PETER J NERRET (301) 504-0444 EXT. 1150			
NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) SUB: Logistics Applications, Inc. 2760 Eisenhower Avenue Suite 302 Alexandria VA 22314  PRIME: Small Business Administration 1110 Vermont Avenue, NW, 9th Floor, PO Box 34500 Washington, D.C. 20005		Vendor ID: 00017551 CEC: Cage Code: Tax ID #: 541385702		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT  00.000% 00 Net 030	
CODE FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM			
1. SHIP TO/MARK FOR CODE COE CONSUMER PRODUCT SAFETY COMMISSION OFFICE OF INFORMATION SERVICES 4330 EAST WEST HIGHWAY, ROOM 417 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			
3. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 253(c) ( ) 15 U.S.C., 637(a)		14. ACCOUNTING AND APPROPRIATION DATA 972 140 44200 25.28			
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT
		Operation of the CPSC Consumer Hotline  See attached Schedule(s)  Firm Fixed Price Labor Hour Contract (Indefinite Quantity)			
				15E. UNIT PRICE	15F. AMOUNT
				15G. TOTAL AMOUNT OF CONTRACT ▶ uss 125,000.00	
18. TABLE OF CONTENTS					
(X) SEC.	DESCRIPTION	PAGE (S)	(X) SEC.	DESCRIPTION	PAGE (S)
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X B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
X C	DESCRIPTION/SPECS./WORK STATEMENT	17	X J	LIST OF ATTACHMENTS	3
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X E	INSPECTION AND ACCEPTANCE	1	N/A K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	N/A
X F	DELIVERIES OR PERFORMANCE	2	N/A L	INSTRS., CONOS., AND NOTICES TO OFFERORS	N/A
X G	CONTRACT ADMINISTRATION DATA	7	N/A M	EVALUATION FACTORS FOR AWARD	N/A
X H	SPECIAL CONTRACT REQUIREMENTS	9	N/A		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPUCABLE					
7. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 06 copier 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 additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award / contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print) SEE SIGNATURE PAGE 1A		20A. NAME OF CONTRACTING OFFICER SEE SIGNATURE PAGE 1A			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA	
3 <sup>rd</sup> (Signature of person authorized to sign)				BY (Signature of Contracting Officer)	

U.S. CONSUMER PRODUCT SAFETY COMMISSION

  
\_\_\_\_\_  
Signature  
**ROBERT J. FROST**  
**CONTRACTING OFFICER**  
\_\_\_\_\_  
Name & Title  
4/22/97  
\_\_\_\_\_  
Date

U.S. SMALL BUSINESS ADMINISTRATION

  
\_\_\_\_\_  
Signature  
**VIRGINIA BELLAMY-GRAHAM**  
**CONTRACTING OFFICER**  
\_\_\_\_\_  
Name & Title  
4/23/97  
\_\_\_\_\_  
Date

SUBCONTRACTOR: Logistics Applications, Inc.

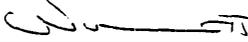
L b - - r & \*   
\_\_\_\_\_  
Signature  
**William W. Walker, III**  
**President**  
\_\_\_\_\_  
Name & Title  
4/22/97  
\_\_\_\_\_  
Date

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- 3.3. Services and Prices

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- 5.3. Incentive Fee Plan
- J.4. Referenced Documents

## SECTION A - Solicitation/Contract Form

## SECTION B - Supplies/Services and Prices/Costs

## B.1 DESCRIPTION OF SERVICES

This contract is to operate the CPSC Consumer Hotline including administration of the CPSC fax-on-demand system, and to receive and respond to general delivery Internet messages.

## B.2 CONTRACT TYPE

This is a firm fixed labor hour, indefinite quantity performance based contract for a basic period (daze of award through 9/30/97), with options for four additional years. The minimum and maximum amounts are set forth in the INDEFINITE QUANTITY clause (See Section 1.11.). This contract is subject to the Service Contract Act of 1965, as amended (see Section H.7.).

## B.3 SERVICES AND PRICES

- a. The Contractor shall be paid in accordance with the following loaded hourly rates (regular and overtime) which include all indirect costs and profit.

- (1) Basic Contract Period  
(effective date through 9/30/97)

(a) Labor Categories	Loaded Hrly. Rates	
	Regular	Overtime
1) Info. Coordinator (Supervisor)	\$26.44	\$37.13
2) Info. Coordinator III	\$24.30	\$34.13
3) Info. Coordinator II	\$22.34	\$31.37
4) Info. Coordinator II'	\$20.82	\$29.24
5) Info. Coordinator I	\$19.0;	\$26.70
6) Clerical	\$15.26	\$21.44
7) Project Manager	incl'd in O/H	\$30.00

- (b) Maximum Incentive Fee -  
\$2,500.00 per quarter x 4 =  
\$10,000.00 (See Section  
C.5. and Attachment 5.3 )

- (2) Option Period One  
(10/1/97 through 9/30/98)

(a) Labor Categories	Loaded Hrly. Rates	
	Regular	Overt ime
1) Info. Coordinator (Supervisor)	\$27.10	\$38.06
2) Info. Coordinator III	\$24.91	\$34.98
3) Info. Coordinator II	\$22.90	\$32.16
4) Info. Coordinator II	\$21.34	\$29.97
5) Info. Coordinator I	\$19.49	\$27.37
6) Clerical	\$15.64	\$21.97
7) Project Manager	incl'd in O/H	\$30.75

(b) Maximum Incentive Fee -  
\$2,500.00 per quarter x 4 =  
\$10,000.00 (See Section  
C.5. and Attachment J.3.)

(3) Option Period Two  
(10/1/98 through 9/30/99)

(a) Labor Categories	Loaded Hrly. Rates	
	Regular	Overtime
1) Info. Coordinator (Supervisor)	\$27.78	\$39.01
2) Info. Coordinator III	\$25.53	\$35.85
3) Info. Coordinator II	\$23.47	\$32.96
4) Info. Coordinator II	\$21.87	\$30.72
5) Info. Coordinator I	\$19.98	\$28.06
6) Clerical	\$16.04	\$22.52
7) Project Manager	incl'd in O/H	\$31.52

(b) Maximum incentive Fee -  
\$2,500.00 per quarter x 4 =  
\$10,000.00 (See Section  
c.5. and Attachment 5.3.)

(4) option Period Three  
(10/1/99 through 9/30/00)

(a) Labor Categories	Loaded Hrly. Rates	
	Regular	Overtime
1) Info. Coordinator (Supervisor)	\$28.47	\$39.99
2) Info. Coordinator III	\$26.17	\$36.75
3) Info. Coordinator II	\$24.06	\$33.79

4) Info. Coordinator II	\$22.42	\$31.49
5) Info. Coordinator I	\$20.48	\$28.76
6) Clerical	\$16.44	\$23.08
7) Project Manager	incl'd in O/H	\$32.31

(b) Maximum Incentive Fee -  
\$2,500.00 per quarter x 4 =  
\$10,000.00 (See Section  
C.5. and Attachment J.3.)

(5) Option Period Four  
(10/1/00 through 9/30/01)

(a) Labor Categories	Loaded Hrly. Rates	
	Regular	Overt ime
1) Info. Coordinator (Supervisor)	\$29.18	\$29.18
2) Info. Coordinator III	\$26.82	\$37.67
3) Info. Coordinator II	\$24.66	\$34.63
4) Info. Coordinator II	\$22.98	\$32.28
5) Info. Coordinator I	\$20.99	\$29.48
6) Clerical	\$16.85	\$23.66
7) Project Manager	incl'd in O/H	\$32.31

(b) Maximum Incentive Fee -  
\$2,500.00 per quarter x 4 =  
\$10,000.00 (See Section  
C.5. and Attachment 5.3 )

-END OF SECTION B-

## SECTION C - Description/Specification/Work Statement

### C.1. BACKGROUND INFORMATION

- a. The mission of the U.S. Consumer Product Safety Commission (CPSC) is the reduction of the unreasonable risk of injury from consumer products. The Commission established a toll-free Hotline to support its mission by providing recall and other product safety information and to receive reports about hazardous products within its jurisdiction. The Commission sponsors several annual consumer safety campaigns, and the Hotline supports these recurring information programs which include such topics as:

- poison prevention
- pool safety
- fireworks safety
- child safety
- toy and holiday safety

- b. CPSC estimates that during FY-97 the Hotline automated answering system will receive approximately 300,000 to 400,000 consumer calls requesting information about recalls, banned products, clarification of recall and product safety information seen or heard in the media, recurring information programs, Commission findings and actions, and to report safety-related incidents, injuries and deaths associated with consumer products. Of the calls received by the automated system, an estimated 75,000 calls will be transferred to and handled directly by contract staff. The Hotline has eight work stations; 24 telephone lines to an automated answering system; and 8 telephone lines transferable to the staff. The number of phone lines actually transferred to staff can be adjusted to coincide with the number of contract staff on duty. CPSC has maximized the productivity and utility of the Hotline by installing automated equipment to refer misdirected calls, handle routine calls and provide recorded recall and product safety information. The equipment can also be programmed to receive publication requests that may later be transcribed by the Hotline staff. The primary task performed by Hotline staff is to receive and write up incident reports (product safety complaints) that requires an ability to elicit facts and information useful to CPSC. The automated system enables callers with touch-tone telephones to listen to recorded messages and respond by pushing numbered buttons to request information about CPSC publications, receive product safety and recall information and direct

callers to other Government agencies or other sources of assistance. The system is also capable of providing these services to all callers using speech recognition software.

- c. Callers have the option to speak with Hotline staff during normal working hours.

c.2. OBJECTIVES

The objective of this contract is to provide for the independent and efficient operation of the U.S. Consumer Product Safety Commission's Consumer Hotline, and related information services.

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.3., GOVERNMENT FURNISHED MATERIALS/EQUIPMENT.*

- a. The Contractor shall operate the CPSC Hotline, administer CPSC's fax-on-demand service, convert public CPSC documents to prescribed formats for use and/or posting on CPSC Internet sites, and to internal CPSC electronic bulletin boards, and operate the CPSC Information Center, as necessary. This will also require gathering and compiling data, entering data into specified CPSC computer systems, and maintaining the CPSC Hotline Reference System. *(CPSC will provide, after award, an initial training session necessary to perform these tasks.)*

b. STAFFING AND OPERATIONS RESPONSIBILITIES

- (1) The Contractor shall assign personnel fully competent to perform the work required in the Contract.
- (2) The Contractor shall provide on-site supervision and subordinate staff (information coordinators). The On-Site Supervisor, in addition to performing supervisory functions, shall perform tasks normally performed by information coordinators, as necessary, in order to meet the requirements of this contract.
- (3) The Contractor's application process for hiring staff for this contract shall be rigorous. *Applications and resumes of prospective contract*

staff shall be submitted to the CPSC Project Officer for concurrence. All applicants shall be thoroughly screened by the Contractor. Screening may include written tests, an interview panel, telephone interviews, and role playing scenarios. The Contractor is responsible for conducting interviews, screening applicants, instructing, coaching and mentoring contract staff.

- (4) On-site contract staff shall possess a minimum of two years of work experience directly involving either customer service, business management, social work, education or psychology. At a minimum, information coordinators shall possess a high school diploma, computer skills including six months computer experience, basic telecommunications knowledge, and be able to type a minimum of forty (40) words per minute. The Supervisor, in addition, shall possess at least six months supervisory experience.
- (5) The Contractor shall provide an administrative/clerical person to assist contract staff members within four hours when requested by the CPSC Project Officer. This individual shall perform miscellaneous typing, filing, duplicating, collating, answering office telephones and related receptionist tasks. The administrative/clerical person shall have the same qualifications as the information coordinators.
- (6) All on-site contract staff shall be capable of speaking clearly, in grammatically-correct English, and be easily understood by callers from all parts of the United States who may possess a regional or foreign accent.
- (7) All on-site contract staff shall possess excellent writing, spelling and punctuation skills.,
- (8) All on-site contract staff shall have a pleasant voice-personality and the ability to ask questions in order to draw pertinent safety-related facts from telephone callers. All written responses to callers and Agency staff shall be clear, accurate, concise and responsive. Each caller shall be treated with dignity and respect, and every effort shall be made to satisfy the needs of the caller.
- (9) The Contractor shall provide at least one contract employee fluent in both English and Spanish. This on-site contractor is required to be on duty

whenever the Hotline is in operation. Fluent is defined as being highly capable of speaking, writing, translating and being understood by both CPSC staff, callers and outside visitors.

- (10) The Commission may periodically require other languaged bilingual staff. Such staff shall be able to speak fluently in English and the required foreign language; write, translate from English into the foreign language, and from the foreign language into English. All bilingual staff shall meet the same qualifications as all other on-site staff.
- (11) *The Contractor shall, within 10 days after award, furnish the CPSC Project Officer for concurrence, up-to-date, clearly written job performance and qualification standards for each employee. After concurrence by the CPSC Project Officer, the standards are to be communicated by the Contractor to and understood by the on-site employees. The Contractor's management shall have clear and ongoing communications with their staff so that both the Contractor and on-site Contract staff fully understand the on-site staff responsibilities and tasks. Mixed messages shall be avoided (e.g., workers being told to take the time needed to satisfy callers and, hence, are not directly evaluated on the average length of the calls they handle). Performance expectations may be documented through a written contract between the Contractor's Hotline supervisor and the on-site Contract staff. The Contractor shall identify annual goals and objectives and shall outline a course of action for each worker to meet those goals and objectives.*
- (12) If after contract award, at any time during performance, the Contractor determines changes are needed to the staffing plan, it shall be the Contractor's responsibility to determine the staffing level required in order to satisfy contract requirements and avoid backlogs. The Contractor shall provide the CPSC Project Officer with proposed changes to satisfy contractual requirements and deadlines. The current contract provides five information coordinators and an on-site Contract Supervisor as well as an administrative/clerical person upon request.
- (13) On-site contract staff will need information and knowledge about CPSC and specified forms, reports

and documents in order to perform required tasks satisfactorily. Upon the effective date of the contract, all on-site staff persons shall possess a working knowledge of CPSC public affairs-related materials such as news releases, safety alerts, and other safety information documents. In addition, as needed to respond to callers, contract staff shall have knowledge about: locating reference information about the laws administered by CPSC, all CPSC mandatory safety standards, and voluntary safety standards relating to products under CPSC's jurisdiction. Each on-site contractor staff member shall have a working knowledge of the CPSC organization, mission, goals, objectives, and knowledge of CPSC public announcements such as ongoing projects, recalls, priorities, and Commission activities, published in available CPSC public information materials.

- (14) Each contract staff answering the telephones shall be able to identify CPSC reference materials to obtain information about the products that the agency is responsible for and shall be able to discuss what to look for when purchasing such a item; how to use the item safely; what safety problems to be aware of; who should not use or be exposed to the product; and what specific information the agency needs to be able to evaluate a product's possible misuse or danger of the product. The contract staff shall be able to separate facts important to the agency from irrelevant information offered by callers.
- (15) Each on-site contract staff member shall be familiar with reference materials used to refer callers to other federal and local government agencies as well as outside organizations when the CPSC cannot assist them.
- (16) The Contractor shall provide orientation training to its on-site staff on the mission, vision and guiding principles of the Commission before staff begins work, using CPSC public information materials describing and explaining CPSC's mission. The Hotline Supervisor (or designee) shall personally conduct or participate in all sessions. The Contractor shall show each contract employee working on this contract, its leadership commitment to providing quality customer service.
- (17) All training by the Contractor shall stress customer satisfaction, such as courteous and

respectful behavior, and should empower the staff to satisfy and even delight the customer, as described in reports and materials issued by the National Performance Review. Staff shall be trained to recognize-and adapt to different caller personality types. The Contractor shall provide extensive training to its staff on performance expectations.

(18) Information needed to address C.3.b. (13) (14) , (15), (16), and (17) is listed in Section J.4. and was attached to the RFP.

c. CONTRACTOR PERSONNEL

- (1) Any persons employed by the Contractor and assigned to perform work specified in this contract shall at all times be under the control and full responsibility of the Contractor. The Contractor shall be responsible for standards of professional employee competency, conduct, and integrity.
- (2) The Contractor's employees shall be presentable in appearance, i.e. clean, untorn clothing, no tee-shirts, and shall exercise good personal hygiene.
- (3) During any time on CPSC premises, the Contractor's employees shall comply with all rules and regulations governing the conduct of personnel on Government Property. The CPSC Project Officer may reject at any time, the Contractor's employees who are not presentable in appearance, and/or conduct, or are deemed unsuitable to the Government.
- (4) The Contractor shall comply with all Federal, State and local laws applicable to the work performed hereunder. The Contractor shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

d. CONTRACTOR HOTLINE RESPONSIBILITIES AND TASKS

- (1) The Contractor shall operate and administer CPSC's 24-hour automated answering system. This system provides recorded information to callers about product recalls, information on what to look for when buying a consumer product, using consumer products safely, how to order various agency publications, and how to access CPSC information through CPSC's Internet and fax-on-demand services.

- (2) Contractor staff shall receive calls directly from consumers who report unsafe products, product-related deaths or injuries. The Contractor staff shall also receive calls from consumers who need staff assistance to obtain recall, product safety, referral, and related information. Contract staff shall log and return Hotline calls from consumers who leave messages after hours on CPSC's voicemail system. Calls shall be returned to consumers who leave voicemail messages no later than the next business day.
- (3) The Contractor's on-site Supervisor shall be responsible for monitoring staff performance during all Hotline working hours, and ~~is to~~ be responsible for overall production and quality of work.
- (4) The on-site Contract staff members' primary function shall be to interview consumers over the telephone and, from information received from the caller, prepare and process consumer product incident reports (also called "complaints"). The Contractor shall process complaints and forward them electronically to program offices for further Commission action within four working hours of receipt. *The CPSC Project Officer will identify which program offices receive reports.* Reports involving deaths received by staff shall be reviewed by the on-site Contract Supervisor and processed immediately. Reports received and/or processed by staff working at home (see Section C.3.g.) after normal work hours, shall be reviewed and processed on-site within four hours of the start of the next business day. A hard copy of reports shall be maintained by the Contractor on-site in CPSC Hotline files for six months.
- (5) The Contractor shall prepare incident reports on a government-furnished computer terminal which shall be complete, concise and clearly written using correct grammar, spelling and punctuation, and shall contain facts and technical information needed by the CPSC Compliance Division and other program offices. *CPSC will provide guidance on information needed by the Compliance Division and other program offices as necessary to meet requirements of this contract.*
- (6) The Contractor shall answer all incoming calls transferred to on-site staff within ten (10) seconds of the calls being transferred. If this

is not possible because of high call volume, staff shortage or any other reason, the on-site Supervisor shall, within thirty (30) minutes, advise the CPSC Project Officer.

- (7) The Contractor shall be responsible for updating the Hotline Standard Operating Procedure/Training Manuals as procedures change. The Contractor shall maintain and update these manuals in a computer directory available to all on-site Hotline Contract staff, the Project Officer and Alternate Project Officers. One complete set of updated hard copy manuals shall be maintained in the Hotline area. When requested by the CPSC Project Officer public information shall be made available to other CPSC staff by the on-site Contractor.
- (8) The CPSC Project Officer will provide to the on-site Supervisor, information regarding new hazards and additional questions to be asked of callers making incident reports on selected products. The On-site Supervisor shall be responsible for briefing the rest of the Hotline staff.
- (9) The CPSC Project Officer may require that the on-site Supervisor and Hotline staff attend various meetings and events dealing with Commission interests to enable the Contractor staff to provide accurate Commission information to consumers.
- (10) After consultation with the CPSC Project Officer, the on-site Contractor shall prepare for mailing to consumers, various safety information and materials relating to the Commission.
- (11) The on-site Contractor Supervisor shall as necessary advise the CPSC Project Officer of any procedural problems and provide suggested changes/modifications.
- (12) In the event of answering equipment failure, the on-site Supervisor shall notify the CPSC Project Officer within five (5) minutes after the on-site Contract Supervisor has determined that it is beyond the Hotline Contractor's ability to maintain (see Section C.3.d.(18) Hotline equipment in proper working order. When requested by the CPSC Project Officer, the Supervisor shall thereafter notify the answering equipment repair Contractor of the equipment breakdown. The on-

site Contractor shall maintain a written log on all equipment, recording the length of downtime, time and date service was requested and received, and equipment problems. *Any Commission expenditure for necessary repairs must be approved by the CPSC' Project Officer* and indicated in the equipment log with the CPSC Project Officer initialing the entry and estimated cost.

- (13) The Contractor's organization name shall not be identified on any Commission correspondence or communication made in performance of the contract.
- (14) The Contractor shall be responsible for limiting the use of Government telephones, equipment, and other furnished Government materials by its employees to official Government business.
- (15) When receiving reports of defective products or injury information from callers, certain necessary information required may have inadvertently not been obtained from the caller because the need for such information was not known by the Contractor. Upon request by the CPSC Project Officer, the Contractor shall place follow-up calls to consumers to obtain the additional information. Such calls shall be made and the information returned to the requestor within one (1) working hour after being requested by the CPSC Project Officer, assuming that telephone contact can be made with the caller. If contact cannot be made, the Contractor shall inform the CPSC Project Officer.
- (16) The on-site Contractor Hotline staff may be required by the CPSC Project Officer to make calls to consumers or firms to obtain information deemed necessary by the CPSC program staff to further evaluate a potential hazard. *When such calls are requested, the CPSC Project Officer will provide the on-site Supervisor with written guidance including specific questions that the Commission needs answered.* After discussion between the CPSC Project Officer and the on-site Supervisor regarding the current Hotline workload, *the CPSC Project Officer will provide the on-site Supervisor with a time-frame for the Contractor to complete the calls* assuming that telephone contact can be made with the necessary parties.
- (17) *The Government will provide the Contractor with all appropriate documents and an on-line reference*

*system providing specific safety information to be used to assist callers. These documents include the most up-to-date Hotline statements, alerts, recalls, corrective action notices, safety checklists, and various forms and other informational documents.*

- (18) The Contractor, when requested by the CPSC Project Officer, shall prepare and update scripts for the automated answering telephone equipment from information provided in Hotline statements, news releases, alerts, notices and publications. The Contractor shall review information provided by the answering equipment and suggest changes, deletions and additions to the scripts to the CPSC Project Officer.
- (19) The Contractor shall be responsible for routine upkeep and maintenance of Government-furnished equipment (loading paper, removing paper jams, conducting regular backups, inspecting equipment for problems and error messages, etc.), assuring adequate operating supplies furnished by the government for equipment are on hand, and reporting non-routine equipment problems to the CPSC Project Officer promptly so that the equipment and systems operate at maximum performance levels. CPSC will provide training to perform these tasks.

e. INTERNET AND FAX-ON-DEMAND RESPONSIBILITIES AND TASKS

- (1) When required by the CPSC Project Officer, the Contractor shall administer the agency's Fax-on-Demand System and route or respond to general Internet inquiries received in agency general electronic mail. Such duties shall include maintaining, troubleshooting, updating systems, and adding and maintaining new public information on CPSC's Internet sites and Fax-on-Demand Systems.
- (2) If Internet and fax-on-demand services are administered by the Contractor, the Contractor shall establish and maintain written standard operating procedures required to create, maintain, organize, and make documents available through CPSC's Internet sites and Fax-on-Demand System.
- (3) When required by the CPSC Project Officer, the Contractor shall convert documents to the various file formats used in CPSC's Internet and Fax-on-

Demand Systems.

- (4) *Upon award, CPSC will provide training to the on-site contractor's staff on how to convert CPSC documents, and operate, administer, maintain and troubleshoot Internet and Fax-on-Demand Systems.*

f. WORKING HOURS AND OVERTIME

- (1) The on-site Contractor staff shall be on duty during normal CPSC working hours unless other work schedules are required by CPSC. Normal working hours are defined as 8:30 a.m. to 5:00 p.m. (Eastern time). *Work schedules other than as stated above will be based on government need and will be provided in writing by the CPSC Project Officer.*

- (2) No contract staff member shall work more than forty (40) hours in one week unless authorized in writing by CPSC in advance. For approved hours exceeding forty (40) hours in any one week the Contractor will be paid at the overtime rate.

- (3) The Contractor shall provide adequate personnel coverage each CPSC workday, except for the following Federal holidays, plus any other days so designated as Federal Holidays:

New Years' Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Inauguration Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

- (4) The Commission will pay only for hours worked. If CPSC is closed due to inclement weather, or for health or safety reasons, the contractor will not be paid. If the agency is closed during the workday for these reasons, the contractor will only be paid for those hours worked before the agency is closed down, -unless the Contractor is authorized to work at home during these periods (see Work At Home Procedures, Section C.3.g.).
- (5) The Contractor shall maintain time and attendance records indicating time of arrival and departure and regular and overtime schedules of its employees. In addition, Contractor employees shall record the total number of hours worked daily in a log which will be located in Room 417 of CPSC

Headquarters. 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. (See Sections G.2. and G.3.)

- (6) *The Contractor shall be required to work overtime when notified in writing by the CPSC Project Officer. The Contractor will be given a minimum of two (2) hours advance notice.*

g. WORK AT HOME PROCEDURES

- (1) Normally, the Contract staff shall work at the CPSC site, but under unusual circumstances, the CPSC Project Officer may determine that it is in the best interest of the Government for the Contract staff to work at home. In such cases, the following procedures shall be followed:
  - (a) *Authorization to work at home shall be provided in writing (see Section G.7.) by the CPSC Project Officer prior to the work at home beginning. The Contract Supervisor will receive a detailed description of authorized work to be completed and the amount of time authorized by the Government to complete the work. The Contract Supervisor shall advise the CPSC Project Officer if the estimated time to accomplish the requested tasks is not appropriate.*
  - (b) *In the event that written authorization in advance is not possible, verbal authorization will be given by the CPSC Project Officer and followed up with written authorization.*
  - (c) *Each Contract staff member working at home shall be required to maintain a detailed work-at-home log of what work was done, the dates and exact time spent on each item worked and the total amount of time worked at home.*
  - (d) *Each staff member shall be required to sign the work-at-home log certifying that the information was true and accurate with the Hotline Supervisor's signature indicating concurrence.*
  - (e) *Copies of the pages showing the recorded information from the work-at-home log shall*

be submitted to the CPSC Project Officer after each work-at-home day occurrence.

- (f) If the work is performed during normal business hours, the contract employees shall be paid at the same rate as if they were working on-site in the CPSC office area.
- (g) Overtime shall be paid by the Government only when it is approved in advance in writing by the CPSC Project Officer, under the terms of the Contract.
- (h) in the event of a Federal Government shutdown, the CPSC Project Officer cannot authorize any off-site work to be done without first receiving prior written approval from the Office of the Executive Director.

h. RESERVED

1. PUTTING CUSTOMERS FIRST

- (1) The National Performance Review (NPR) has identified a number of traits common to world class customer telephone service operations. The benchmarking partners participating in the NPR/Federal Consortium *Benchmark Study Report, Putting Customer's First, Serving the American Public: Best Practices in Telephone Service*, compiled these traits. The Contractor shall, to the greatest extent practicable, incorporate these characteristics shared by benchmarking partners into the CPSC Hotline operation:
  - (a) All have strong corporate cultures which are totally focused on doing more than satisfying customers -- on delighting them!
  - (b) The culture is based on guiding principles or values which have become ingrained throughout the organization. Senior managers, front-line and support employees live the values every day.
  - (c) All work towards achieving employee satisfaction because it results in higher quality performance.
  - (d) All commit the resources necessary to meet the customer service standards. This involves

heavy investing in hiring and training the right employees, providing expert systems, and empowering employees.

- (e) In all,, there is open communication between senior managers and employees.
  - (f) All continuously survey customers and employees in order to understand how to improve services.
  - (g) In all, employees are empowered to handle calls to completion at the first contact.
  - (h) ~~7~~ all employees are involved in all aspects of the calling center operation and planning process through cross-functional teams.
- (2) The job performance of contract staff shall be evaluated by the supervisor relative to customer service and related job standards and behavior expectations.
- (3) NPR Benchmarking findings applicable to on-site staff and the CPSC Hotline, shall be used as guidelines in fostering commitment to customer service. Where these guidelines reference equipment and systems to enhance customer service, the government will provide such equipment and systems. Not all findings in the Benchmarking Study Report, or in other NPR reports and materials, may be applicable to the CPSC Hotline. NPR guidelines may also be adapted for circumstances and systems specific to CPSC. (Benchmarking Study Report attached.) In striving to meet customer service objectives, the Contractor shall assure that each On-Size staff member understands that:
- (a) It is my job to satisfy and even delight the customer.
  - (b) All of my procedure and reference material is on-line, in a user friendly format. I do not have to remember hundreds of codes. i do not have to refer to paper manuals. The system alerts me to new procedures and other information I need to have to serve callers.
  - (c) If a caller refers to a form or letter I sent, I can retrieve an image of that document on my computer screen.

- (d) I have been thoroughly trained in how to resolve a caller's problems in a courteous, professional manner and I take great pride in doing so.
  - (e) I am empowered to do whatever it takes within the bounds of laws and regulations to satisfy the caller and resolve problems or concerns myself. On rare occasions I may have to refer the caller to another office. I transfer the call and make sure the caller is connected. I follow up the next business day to make sure they were satisfied.
  - (f) My supervisor, or coach, may listen in on several calls a month to check on how successfully I am satisfying the callers and to see if I need any training or help. Either we talk about the call or I receive a written evaluation. A written evaluation comes to me the same day as the call. The focus is always positive and together we work out how to improve any weak areas.
  - (g) When I handle a customer exceptionally well, I receive recognition from my supervisor or my co-workers.
  - (h) I may send in suggestions or ideas for improving our customer service.
  - (i) From time to time I may train or mentor new employees.
  - (j) I can write to the head of my company through my company's management about anything -- a suggestion or complaint or question.
- (4) The Contractor shall adopt and meet the standards set forth below and in CPSC's Hotline Customer Service Plan (see Attachment J.4.). This plan was established as part of the Commission's implementation of the NPR. These standards provide that callers to the Hotline can expect:
- (a) To be given easy-to-follow instructions on how to use the hotline;
  - (b) To hear the most up-to-date and easy-to-understand recorded information on product safety recalls and consumer products, 7 days a week, 24 hours a day;

be submitted to the CPSC Project Officer after each work-at-home day occurrence.

- (f) If the work is performed during normal business hours, the contract employees shall be paid at the same rate as if they were working on-site in the CPSC office area.
- (g) Overtime shall be paid by the Government only when it is approved in advance in writing by the CPSC Project Officer, under the terms of the Contract.
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  - (a) All have strong corporate cultures which are totally focused on doing more than satisfying customers -- on delighting them!
  - (b) The culture is based on guiding principles or values which have become ingrained throughout the organization. Senior managers, front-line and support employees live the values every day.
  - (c) All work towards achieving employee satisfaction because it results in higher quality performance.
  - (d) All commit the resources necessary to meet the customer service standards. This involves

- (d) I have been thoroughly trained in how to resolve a caller's problems in a courteous, professional manner and I take great pride in doing so.
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  - (f) My supervisor, or coach, may listen in on several calls a month to check on how successfully I am satisfying the callers and to see if I need any training or help. Either we talk about the call or I receive a written evaluation. A written evaluation comes to me the same day as the call. The focus is always positive and together we work out how to improve any weak areas.
  - (g) When I handle a customer exceptionally well, I receive recognition from my supervisor or my co-workers.
  - (h) I may send in suggestions or ideas for improving our customer service.
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  - (b) To hear the most up-to-date and easy-to-understand recorded information on product safety recalls and consumer products, 7 days a week, 24 hours a day;

- (c) To be given courteous service;
- (d) To have a complaint of an unsafe product or product-related injury taken accurately and a copy of the report sent to the caller to confirm the information recorded by the Hotline staff; and
- (e) To have a message left at night, weekends or holidays returned the next business day, or, if a return call is not wanted, to receive a letter confirming receipt of a product-complaint message.

#### C.4. QUALITY ASSURANCE PLAN (QAP)

- a. The Contractor shall comply with the Quality Assurance Plan (QAP) provided with the offeror's proposal and incorporated by reference into this contract. In the event the Contractor determines that it will be unable to meet performance requirements or deadlines called for in the contract, the Contractor must notify the CPSC Project Officer in advance and provide written justification for not meeting established performance requirements and schedules. The Contractor's staff shall be required to take whatever steps are necessary including replacing Hotline staff with highly qualified personnel or working after normal hours to meet established deadlines at no additional cost to the government.  
(see Section E.1.6.)
- b. If the CPSC Project Officer requires additional performance requirements not specifically called for in the contract, the CPSC Contracting Officer will be notified. The Contractor shall not begin any work on new performance requirements until the CPSC Contracting Officer has approved of them in writing.

#### C.5 INCENTIVE FEE PLAN

The incentive Fee Plan (Attachment J.3.) will be used unilaterally by the government for the periodic evaluation of, and fee determination for, this performance-based service contract. See Section B.3. for the incentive fee available.

#### C.6 REPORTING REQUIREMENTS

- (1) The Contractor shall keep accurate records of Hotline activities and submit regular weekly, quarterly and annual reports on the total number of calls handled by

the automated system, calls handled by the Contractor, incident reports processed, and the frequency of calls received on Hotline information topics, and on requests received from callers.

- (2) The Contractor shall maintain a written log reporting hours expended on various services: hotline complaints processed, information provided to hotline callers, staff-time involved in preparing various reports requested by the CPSC Project Officer, script preparation, script recording, maintenance of the automated answering system, maintaining the reference system, visitor/phone assistance, Contractor management business, training, presentations and demonstrations, and leave planned and taken by contract staff. This report shall be submitted to the CPSC Project Officer when requested.
- (3) The Contractor shall, when requested by the CPSC Project Officer, prepare custom reports using log files and available Hotline call frequency data and prior reports. These reports shall be provided to the CPSC Project Officer as requested.
- (4) Reports generated by the Contractor shall be maintained as computer files and will be provided in available electronic formats. The CPSC Project Officer may request hard copies of reports in quantities needed to meet CPSC requirements.
- (5) The Contractor shall submit the following reports to the Project Officer, with a copy of the cover letter to the Contracting Officer:

Weekly, Quarterly, Annual and Custom Reports

- a. Format - the report shall be in the following format:
  - (1) Size -- A4 Metric Paper
  - (2) Typewritten & reproducible (if in hardcopy), and/or on 3-1/2" computer disk, in a common computer directory or by CCSC e:mail
- b. Content - the Weekly, Quarterly and Annual Reports shall contain the following:
  - (1) Total number of calls handled by the automated system
  - (2) Number of calls handled by the Contractor
  - (3) Number of incident reports processed
  - (4) The frequency of calls received on Hotline

information topics  
(5) The number of publication requests received from callers

c. Custom Reports - shall contain the following:

- (1) Report listing hours expended on various services such as:
  - (a) Hotline complaints processed;
  - (b) Information provided to Hotline callers;
  - (c) Script preparation;
  - (d) Script recording;
  - (e) Maintenance of the automated answering system;
  - (f) Maintaining the reference system;
  - (g) Visitor assistance/phone assistance;
  - (h) Contractor management business, training, presentations, demonstrations; and
  - (i) Leave planned and taken by contract staff

-END OF SECTION C-

SECTION D - Packaging and Marking (NOT APPLICABLE)

SECTION E - Inspection and Acceptance

E.1. INSPECTION AND ACCEPTANCE

3. The Contractor shall submit proposed employee job performance and qualification standards to the CPSC Project Officer within 10 working days of contract award. The CPSC Project Officer will either approve or disapprove within ten (10) working days after date of receipt.
- b. Acceptance/rejection of reports, reporting requirements and consumer complaints will be based on conformance with C.3., STATEMENT OF WORK. Any corrections or adjustments necessitated by the Contractor's failure to comply with the specifications shall be made at no additional expense to the Government.
- c. Acceptance/rejection of reports will be transmitted to the Contractor by the CPSC Project Officer, in writing, within ten (10) working days after inspection of deliverables.

-END OF SECTION E-

SECTION F - Deliveries or Performance

F.1. PERIOD OF PERFORMANCE

The period of performance of this contract shall begin on the effective date of the contract through September 30, 1997, unless the Government exercises its right to extend the term of the contract pursuant to Section I.9., OPTION TO EXTEND THE TERM OF THE CONTRACT.

F.2. DELIVERY OR PERFORMANCE

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

ITEM	QUANTITY	DELIVERY OR PERFORM&E
(1) Weekly, quarterly, and Annual Reports (See C.3.g. and C.5.)	1 original and 2 copies	Weekly: Each Thursday  Quarterly: Second workday of the new quarter  Annual: Second workday of the new year
(2) Custom Reports (See C.3.g. and C.5.)	1 original	As requested by the CPSC Project Officer
(3) Update of Operating Training Manuals	1 computer directory update and 1 hard copy set update	When requested
(4) Prepare and update Telephone Answering Scripts (see C.3.d.(18))	1 set	When requested
(5) Update, maintain and organize Hotline standard operating procedures (SOPs) and, if Internet and Fax-on-Demand is initiated, create	1 set	When requested

and maintain standard  
operating procedures  
(SOPS)  
(see C.3.e.(2))

- (6) Work-at-Home Log            1 each            After each day that  
    (see C.3.g. (c),            work at home occurs  
    (d) and (e))

F.3. PLACE OF DELIVERY OR PERFORMANCE

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

U.S. Consumer Product Safety Commission  
Office of Informaion Services, Room 417-D  
4330 East West Highway  
Bethesda, Maryland 20814  
ATTN: Amy Palman, 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 1)  
CLAUSE: 52.212-13, Stop Work Order (April 1984)

-END OF SECTION F-

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. CONSIDERATION

- a.    Basic Contract Period (effective date through 9/30/97)

As consideration for its satisfactory performance, the  
Contractor will be paid in accordance with the firm  
fixed rates and incentive fees specified in Section  
B.3., SERVICES AND PRICES, for work performed up to the  
amount set forth in Section I. 11.

- b.    Option Period I (10/1/97 - 9/30/98)

As consideration for its satisfactory performance, the  
Contractor will be paid in accordance with the firm  
fixed rates and incentive fees specified in Section  
B.3., SERVICES AND PRICES, for work performed up to the  
amount set forth in Section 1.11.

c. Option Period II (10/1/98 - 9/30/99)

As consideration for its satisfactory performance, the Contractor will be paid in accordance with the firm fixed rates and incentive fees specified in Section B.3., SERVICES AND PRICES, for work performed up to the amount set forth in Section 1.11.

d. Option Period III (10/1/99 - 9/30/00)

As consideration for its satisfactory performance, the Contractor will be paid in accordance with the firm fixed rates and incentive fees specified in Section B.3., SERVICES AND PRICES, for work performed up to the amount set forth in Section 1.11.

e. Option Period IV (10/1/00 - 9/30/01)

As consideration for its satisfactory performance, the Contractor will be paid in accordance with the firm fixed rates and incentive fees specified in Section B.3., SERVICES AND PRICES, for work performed up to the amount set forth in Section 1.11.

G.2. PAYMENT

a. In accordance with the Prompt Payment Act (P.L. 97-177), payments under this contract will be due on the 30th calendar day after the later of:

- (1) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
- (2) The seventh (7th) day after the service is actually delivered or performed and accepted by the Government.

b. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the date payment is made.

c. PARTIAL PAYMENTS

The Contractor shall submit vouchers for partial payment as follows:

- (1) All monthly invoices submitted by the Contractor must be complete and accurate. Invoices must include a one-page calendar for each employee with days of the week and the date providing an accurate accounting of the number of hours being

billed to the government for each day. These hours shall be broken down to indicate the location where work was performed (i.e., CPSC site, work at home site). In addition, each day's record will include 'the time the employee began work and the time the employee ended the work day. Any overtime work shall be indicated as "OT". This accounting shall not include leave or any hours not being billed to the government.

- (2) Final Payment will be made only after delivery and acceptance of all services and items required by this contract.
- (3) Payment will be made as close as possible, but not later than, the 30th day after receipt of a proper invoice as defined in G.3., BILLING INSTRUCTIONS, except as follows:

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified.

### G.3. BILLING INSTRUCTIONS

- a. Pursuant to the Prompt Payment Act (P.L. 97-177), all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period.
- b. To assure compliance with the Act, vouchers and/or invoices shall be submitted on 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 (if applicable).
  - (7) Other direct costs, with sufficient detail to determine allowability and acceptability of charges (if applicable).
  - (8) Travel costs, with applicable receipts and

- adequate detail to permit review/approval of costs (if applicable) .
- (9) Shipping cost terms (if applicable).
  - (10) Payment terms.
  - (11) Other substantiating documentation or information as specified in the contract or purchase order.
  - (12) Name, where practical, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
  - (13) Calendar as described in Section G.2.c.
- c. Invoices not submitted in accordance with the above-stated minimum documentation may not be processed for payment until complete documentation is received.
- d. Vouchers/invoices shall be sent to:
- Ms. Cecelia R. Smith, Agency Payment Officer  
Division of Financial Services, Room 522  
Consumer Product Safety Commission  
Washington, D.C. 20207-0001  
(Phone: 301-504-0018)
- e. Inquiries regarding payment should be directed to the above-named payment officer. Problems related to the late payment of an invoice should be directed to:
- MS. Deborah Hodge, Prompt Payment Contact  
Division of Financial Management, Room 522  
Consumer Product Safety Commission  
Washington, D.C. 20207-0001  
(Phone: 301-504-0018)
- f. SF 1034 and 1035 forms will be furnished by CPSC, Division of Procurement Services, upon request of the Contractor.

#### G.4. METHOD OF PAYMENT

- a. Effective July 26, 1996, all vendors receiving federal payments under new purchase orders, delivery orders, and contracts or new modifications to existing purchase orders, delivery orders, and contracts will be paid by electronic funds transfer (through the Automated Clearing House (ACH)). After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments, and shall submit this designation to the Accounting Officer designated in G.3.d.

- b. The Contractor shall provide the following information:
  - (1) Routing transit number of the financial institution receiving payment.
  - (2) Number of account to which funds are to be deposited.
  - (3) Type of depositor account ("C" for checking, "S" for savings).
  - (4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed. A copy of this form may be obtained by contacting the Accounting Officer on (301) 504-0018.
- c. In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.
- d. The documents furnishing the information required in this clause must be dated and contain the signature, title and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.
- e. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

G.5. WITHHOLDING OF CONTRACT PAYMENT

Notwithstanding any other payment provision of this contract, 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

Ms. Amy Palman, of the Commission's Office of Information Services, Communication Services, has been designated as the Government's Project Officer for this contract. This individual may be reached on telephone # (301) 504-0000, extension 2248. Mr. Dan Rumelt, of the Commission's Office of Information Services, Communication Services, has been designated as the Government's Alternate Project Officer for this contract. This individual may be reached on telephone # (301) 504-0000, extension 2290.

a. The Project Officer is responsible for:

- (1) Monitoring the Contractor's technical progress, including surveillance and assessment of performance,
- (2) Performing technical evaluation as required, assisting the Contractor in the resolution of technical problems encountered during performance,
- (3) Technical direction as specified in Section G.7; and
- (4) 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 the 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.

#### G.7. TECHNICAL DIRECTION

The performance of the work required under this contract shall be subject to the technical direction and surveillance of the person(s) specified in Section G.6. of the contract.

As used herein, "technical direction" is direction to the Contractor which fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to accomplish the contractual statement of work. The

technical direction to be valid:

- a. must be issued in writing consistent with the general scope of the work set forth in this contract, i.e., all portions of the statement of work which provide for services "if requested by the Project Officer";
- b. may not constitute a new assignment of work, or change the expressed terms, conditions or specifications incorporated into this contract;
- c. shall not constitute a basis for any increase in the contract price or extension to the contract delivery (dates).

G.8. RESERVED

G.9. KEY PERSONNEL

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

NAME	TITLE
* _____	<u>Info. Coordinator Supervisor</u>
* _____	<u>Info. Coordinator</u>
* _____	<u>Project Manager</u>

\* To be inserted after award.

- b. The personnel specified in the schedule of the contract are considered to be essential to the work being performed hereunder. If these individuals are unavailable for assignment for work under the contract, or it is anticipated that their level of involvement will be significantly different from the negotiated level, the Contractor shall immediately notify the Contracting Officer and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. Prior to substitution of key personnel, the Contractor shall obtain the written consent of the Contracting Officer as to the acceptability of the succeeding personnel: Provided, that the Contracting Officer may ratify in writing such substitution and such ratification shall constitute the consent of the Contracting Officer

required by this clause.

-END OF SECTION G-

## SECTION H - Special Contract Requirements

### H.1. RIGHT OF FIRST REFUSAL OF EMPLOYMENT

In order for the CPSC Hotline operations to maintain a seamless transition between contractors to the maximum extent practicable, the successful offeror agrees to give the existing hotline employees the right of first refusal for employment openings under the contract in positions for which they are qualified.

### H.2. OVERTIME

Except as authorized by Subpart 22.103-2 of the Federal Acquisition Regulation, the Contractor shall not perform overtime work under, or in connection with, this contract for which premium compensation is required to be paid by the Government, without advance specific approval from the CPSC Project Officer in accordance with Section G.7. Overtime will be approved by the CPSC Project Officer in accordance with Section G.7. only in instances where it is essential to the completion of the work required within the time frame specified. In no event shall overtime be authorized unless the Contractor employees have been working on a CPSC contract during the regular (straight) time a full 40 hours on any given normal work week over and above for which overtime is requested. This is in accordance with Title 29, Part 778, Section 100 of the Code of Federal Regulations. On this contract all overtime must be approved in writing in advance by the CPSC Project Officer. CPSC will only pay for overtime which is actually paid to the Contractor employee.

### H.3. 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) All work stations, computer hardware and software, office supplies and equipment needed at the CPSC work site to operate the Hotline and related information services.
  - (2) Equipment, computers, software and office supplies will be provided by the Government if work at home is authorized by the Project

Officer. Contractor staff shall provide their own telephone handset and telephone service, to work at home, although calls will be placed over Government- provided toll-free lines or with Government- provided calling cards or credit cards.

- (3) Following is a listing of equipment and systems used and maintained by the Hotline staff. Staff should be familiar with the use and routine upkeep requirements for this equipment. Functions performed by the Hotline staff for each item are described.

Telephone Answering/Call Direction Systems  
(primary and backup systems) MICROLOG CORPORATION  
- VCS-3500 ET and 3.4.0 software with ARCUS  
MONOCHROME MONITORS, PANASONIC KX-P1150 MULTI-  
MODE PRINTERS AND EMERSON UPS MODEMS

Use and maintain a call processing/message system with 24 incoming lines. Program and maintain and messages on the system. Edit, record and monitor messages. Print reports of statistical data. Backup and fragment system once/twice a month; trouble shoot to detect and/or report system errors and malfunctions.

Fax-On-Demand Systems (two) - **FAXBACK** Inc. VOICE  
RESPONSE AND

FACSIMILE SYSTEM, VERSION 3

Update and edit news releases, publications, safety alerts and other safety information to be used for the Faxback system. Maintain a log that lists all information that can be retrieved via faxback system. Monitor system for errors and transmittal problems. Report system , malfunctions.

Telecommunication Device for the Deaf' (TDD) (one)  
- Panasonic, Panafax UF-300

Retrieve, prepare and send information to consumers requesting CPSC news releases, safety alerts and publications. Send and retrieve information to/from employer pertaining to the hotline. Report malfunctions.

Printer - HEWLETT PACKARD LASER JET 4Si PRINTER  
(one)

Print and distribute information among hotline staff and the Commission. Maintain printer by ordering paper, ink cartridges and toner. Report malfunctions.

Copy Machine (**one**)- SAVIN CORPORATION, MODEL 9250

Copy information for hotline staff and the Commission. Maintain machine by ordering paper, dispersant and toner; report malfunctions.

Telephones (eight) - SRX VISIONPHONES

Answer 12 incoming lines from consumers calling CPSC's toll-free helpline. Utilize voicemail, answer, participate in conference calls and operate do-not-disturb, forward, transfer and call monitoring features, retrieve voicemail messages and update voicemail system. Report malfunctions.

Personal computers (eight) - GTSI DESK TOP  
433DX/D  
w/CTX CMS-1461 MULTISCAN MONITORS

Take consumer product incident reports; maintain and update reference system which includes recall and safety information requested by the public and is used internally within the Commission. Create and perform other tasks that improve the work flow of the hotline. Prepare weekly and monthly call activity reports using software applications and communicate via electronic mail. Report hardware and software malfunctions.

- 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.

#### 5.4 . DRUG-FREE WORKPLACE

##### a. Definitions

As used in this clause, "Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-

1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"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.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"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:
    - (i) The dangers of drug abuse in the workplace;
    - (ii) The Contractor's policy of maintaining a drug-free workplace;
    - (iii) Any available drug counseling, rehabilitation, and employee assistance programs;
    - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b) (1) of this clause;
  - (4) Notify such employees in the statement required

by subparagraph (b) (1) of this clause, that as a condition of continued employment on this contract, the employee will --

- (i) Abide by the terms of the statement and
  - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (5) Notify the Contracting Officer within ten (10) days after receiving notice under subparagraph (a) (4) (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;
- (6) Within 30 days after receiving notice under subparagraph (a) (4) of this clause of a conviction, impose the following sanctions or remedial reassures on any employee who is convicted of drug abuse violations occurring in the workplace;
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily Participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace implementation of subparagraphs (b) (1) through (b) (6) of this clause.
- c. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.
- d. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

H.S. INSURANCE

- a. In accordance with the Federal Acquisition

Regulation (FAR), Subparts 28.301 and 28.307-2, and Clause 52.228-05 of this contract entitled "Insurance-Work on a Government Installation, April 1984," the Contractor shall at its own expense provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance set forth below:

- (1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (2) General liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (3) Insurance Clause. The Contractor shall present evidence of insurance coverage in compliance with (1) and (2) above within 15 calendar days of award.

#### H.6. DISCLOSURE OF LOBBYING ACTIVITIES

- a. If this contract exceeds 5100,000 in value, the Contractor shall comply with Provision No. 52.203-11 entitled ~~Certification of Disclosure Regarding~~ Payments to influence Certain Federal Transactions previously certified by the Contractor in Section X of the solicitation, and with Clause No. 52.203-12 of this contract entitled Limitation on Payments to Influence Certain Federal Transactions. The above provision and clause prohibit the use of Federally appropriated funds (including profit or fee received under a covered Federal transaction) for lobbying activities. The Contractor shall furnish an initial disclosure if any non-Federal funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee

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

- b. The disclosure form, OMB' Standard Form LLL entitled Disclosure of Lobbying Activities is included as Attachment 5.2. to this contract.
- c. In addition, the Contractor shall file an updated disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any initial disclosure form previously filed by such person under the contract. An event that materially affects the accuracy of the information reported includes - -
  - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (2) A change in the person(s) or individual(s), influencing or attempting to influence a covered Federal action; or
  - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- d. The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract. PLEASE review Clause 52.203-12 for detailed information about this requirement. A full text version of the clause will be made available upon request to the Contracting Officer.

#### H.7. SERVICE CONTRACT ACT

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

#### H.8. WAGE DETERMINATION

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

Determination.

#### H.9. CHANGE-OVER

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

#### H.10 CPSC SMOKE FREE POLICY

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

This policy prohibits smoking in all CPSC owned and leased space, both headquarters and field offices, in order to protect the health and comfort of employees and guests.

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

#### H.11. 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 that 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 security screening forms or other documents submitted to the Government.
  - (3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.
  - (4) Any behavior judged to pose a threat to personnel or property.
- g. FAILURE BY THE CONTRACTOR TO COMPLY WITH THE TERMS OF THIS CLAUSE MAY RESULT IN TERMINATION OF THE CONTRACT.

-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>Titl</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
52.203-08	Requirement for Certificate of Procurement Integrity	Nov. 1990
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jan. 1990
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
52.215-22	Price Reduction for Defective Cost or Pricing Data	April 1984
52.217-08	Option to Extend Services	April 1984
52.219.06	Notice, Of Total Small Business Set-Aside	April 1984 .
52.219-08	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns	April 1984
52.219-13	Utilization of Women-Owned Small Businesses	April 1984
52.222-01	Notice to the Government of Labor Disputes	April 1984
52.222-07	Convict Labor	April 1984
52.222-26	Equal Opportunity	April 1984
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	April 1984
52.222-36	Affirmative Action for Handicapped Workers	April 1984

52.222-41	Service Contract Act of 1965, As Amended	May 1989
52.222-42	Statement of Equivalent Rates for Federal Hires	May 1989
52.222-43	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	May 1989
FPR TEMP. REG. 76	Revision of Labor Standards for Federal Service Contracts	Feb. 1984
52.224-01	Privacy Act Notification	April 1984
52.224-02	Privacy Act	April 1984
52.227-01	Authorization and Consent (alternate I)	April 1984
52.228-05	Insurance - Work on a Government Installation	April 1984
52.230-03	Cost Accounting Standards	April 1984
52.230-04	Administration of Cost Accounting Practices	April 1984
52.232-01	Payments	April 1984
52.232-08	Discounts for Prompt Payment	April 1989
52.232-09	Limitation on Withholding of Payments	April 1984
52.232-17	Interest	April 1984
52.232-18	Availability of Funds	April 1984
52.232-19	Availability of Funds for the Next Fiscal Year	April 1984
52.232-23	Assignment of Claims	Jan. 1985
52.232-25	Prompt Payment	April 1989
52.232-28	Electronic Funds Transfer Payment Methods	April 19.89
52.233-01	Disputes	April 1984

52.237-02	Protection of Government Buildings, Equipment, and Vegetation	April 1984
52.237-03	Continuity of Services	Jan. 1991
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) Alternate I	April 1984
32.245-19	Government Property Furnished "AS IS"	April 1984
52.246-25	Limitation of Liability - Services	April 1984
52.248-01	Value Engineering (Alternative III)	March 1989
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

I.2. DISCLOSURE OF INFORMATION

The Contractor agrees, in the performance of this contract, to keep the information contained in the source documents furnished by the Government in the strictest confidence, said information being the sole property of the Government, and shall not disclose any confidential information to the public. The Contractor also agrees not to publish, reproduce, or otherwise divulge such information, in whole or in part, in any manner or form, nor authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in his/her possession, to those employees who must have the information to perform the work provided herein and agrees to notify the Contracting Officer and Project Officer immediately in the event he/she determines any reason to suspect a breach of this agreement. The Contractor will be notified of procedures to be followed for handling storing and duplicating documents and other materials that are determined by the

Government to be protected information.

1.3. HANDLING OF CONFIDENTIAL INFORMATION

If the Contractor obtains confidential business information about any company in connection with performance of this contract, either from the CPSC or from the other company itself, the Contractor agrees that it will hold the information in confidence and not disclose it either to anyone outside the CPSC or to any Contractor employee not involved in performance of this contract. At the completion of performance of this contract, the Contractor shall return any confidential information, obtained as described above, either to its owner or to the CPSC. NC such information shall be retained by the Contractor. Furthermore, the Contractor agrees not to use any such confidential business information for any purpose other than performance of this contract.

The Contractor shall require each such employee to execute an affidavit as set forth in Attachment J.1., Affidavit of Nondisclosure; the original and one copy of each affidavit shall be sent to the CPSC Contracting Officer.

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

1.4. RIGHTS IN DATA'

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

Government. Except for his own internal use, the Contractor shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others; to do so, without the written consent of the Government until such time as the Government may have released such data to the public.

- C. The Contractor agrees to grant and does hereby grant to the Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world (1) to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all data not first produced or composed in the performance of this contract but which is incorporated in the work furnished under this contract; and (2) to authorize others so to do.
- d. The Contractor shall indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this contract.
- e. Nothing contained in this clause shall imply a license to the Government under any patent to be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- f. Paragraphs c. and d. above are not applicable to material furnished to the Contractor by the Government and incorporated into the work furnished under the contract: Provided, Such incorporated material is identified by the Contractor at the time of delivery of such work.
- g. Whenever any subject data is to be obtained from a subcontractor under this contract, the Contractor shall use this same clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the Government's rights in this subcontractors subject data.

I.5. REPORTS - PROTECTION OF PERSONAL AND PROPRIETARY RIGHTS

The contents of all reports submitted to the Commission

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

1.6. PUBLIC INFORMATION

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

1.7. STATEMENT OF EQUIVALENT RATES "CR FEDERAL HIRES (MAY, 1989) (Ref: FAR 52.222-42)

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

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

Employee Class	Monetary Wage - Fringe Benefits
Supervisory Information Coordinator i	\$14.66
Senior Information Coordinator I	\$16.66
Senior Information Coordinator II	\$18.66
Senior Information Coordinator III	\$20.66
plus benefits @ 34.45%	

1.8. CONTRACTOR USE OF CPSC ADP RESOURCES

- a. As identified in Section H.3., Government Furnished Materials/Equipment, the Contractor is to be furnished certain CPSC ADP resources. Access will be granted to

Contractor employees from time to time during contract performance and will be limited to those Contractor employees specified in advance. In addition, the use of CPSC ADP facilities, equipment or other resources by Contractor personnel shall be limited to performance of the work described in the contract.

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

#### 1.9. OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. At the option of the Government, this contract is renewable for the periods of 10/01/97 through 09/30/98, 10/01/98 through 09/30/99, 10/01/99 through 09/30/00, 10/01/00 through 09/30/01 by the Contracting Officer giving written notice of renewal to the Contractor prior to the expiration date of the previous contract period; provided that, the Contracting Officer shall give preliminary notice of the Government's intention to renew at least 60 days before the contract is to expire. (Such preliminary notice shall not be deemed to commit the Government to renewals.)
- b. The exercise of option period I shall be at the hourly rates specified in Section 3.3. and shall not exceed the amounts set forth in Section I.11.
- c. The exercise of option period II shall be at the hourly rates specified in Section B.3. and shall not exceed the amounts set forth in Section I.11.
- d. The exercise of option period III shall be at the hourly rates specified in section B.3. and shall not exceed the amounts set forth in Section I.11.
- e. The exercise of option period IV shall be at the hourly rates specified in Section B.3. and shall not exceed the amounts set forth in Section 1.11.

#### 1.10. AVAILABILITY OF FUNDS

The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

1.11. INDEFINITE QUANTITIES

- a. It is impossible to determine the exact quantities of services described herein that will be required during the performance of the contract; however, a minimum amount will be obligated and paid for during the basic period unless the contract is terminated. The Contractor is obligated to furnish all services described herein for the stated minimum and, if ordered, furnish additional services up to the stated maximum.
- b. When the total amount billed for services rendered under this contract during any period equals \$200,000.00, the Contractor shall immediately give written notice to the Contracting Officer.

c. Basic Period (effective date - 9/30/97):

It is estimated that the Commission's total requirements under the basic period will not exceed \$300,000.00. A minimum of \$30,000.00 will be obligated and paid for under the basic period unless the contract is terminated. The Contractor is obligated to furnish all services described herein for the stated minimum hours and if, as ordered, furnish additional services up to the maximum of \$300,000.00.

d. Option I: (10/1/97 - 9/30/98):  
(If exercised)

It is estimated that the Commission's total requirements under the Option Period I will not exceed \$500,000.00. A minimum of \$50,000.00 will be obligated and paid for under Option Period I, if exercised, unless the contract is terminated. The Contractor is obligated to furnish all services described herein for the stated minimum hours and if, as ordered, furnish additional services up to the maximum of \$500,000.00.

e. Option II: (10/1/98 - 9/30/99):  
(If exercised)

It is estimated that the Commission's total requirements under Option Period II will not exceed \$550,000.00. A minimum of \$55,000.00 will be obligated and paid for under Option Period ii, if exercised, unless the contract is terminated. The Contractor is obligated to furnish all services described herein for the stated minimum hours and if, as ordered, furnish additional services up to the maximum of \$550,000.00.

- f. Option III: (10/1/99 - 9/30/00):  
(If exercised)

It is estimated that the Commission's total requirements under Option Period III will not exceed \$600,000.00. A minimum of \$60,000.00 will be obligated and paid for under Option Period III, if exercised, unless the contract is terminated. The Contractor is obligated to furnish all services described herein for the stated minimum hours and if, as ordered, furnish additional services up to the maximum of \$600,000.00.

- g. Option IV: (10/1/00 - 9/30/01) :  
(If exercised)

It is estimated that the Commission's total requirements under Option Period IV will not exceed \$650,000.00. A minimum of \$65,000.00 will be obligated and paid for under Option Period IV, if exercised, unless the contract is terminated. The Contractor is obligated to furnish all services described herein for the stated minimum hours and if, as ordered, furnish additional services up to the maximum of \$650,000.00.

#### I.12. ORGANIZATIONAL CONFLICTS OF INTEREST - THIS PROCUREMENT

- a. The Contractor warrants that, to the best of its knowledge and belief there are no relevant facts which could give rise to an organizational conflict of interest, as defined in Section I.13, Organizational Conflicts of Interest, Contract CPSC-C-97-1006R, or that the Contractor has disclosed to the Contracting Officer all relevant information pertaining to such a conflict of interest.
- b. The Contractor agrees that if, after award, it discovers an organizational conflict of interest, as defined in this document, it will immediately notify the Contracting Officer in writing of the conflict. The notification shall include a description of the

action which the Contractor has taken or proposes to take to avoid or mitigate such conflict. The CPSC may, however, terminate the contract for the convenience of the Government if such action is determined by the Contracting Officer to be in the best interest of the Government.

- c. If the Contractor is aware of an organizational conflict of interest, as defined in this document, before receiving award of this contract but does not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.
- d. The Contractor shall include the provisions of this clause in all subcontracts for work to be performed in support of this contract. The terms "contract," "Contractor," and "Contracting Officer" shall be modified appropriately in such subcontracts to preserve the Government's rights under this contract.

#### I.13. ORGANIZATIONAL CONFLICTS OF INTEREST

- a. Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased in the performance of this contract because of past, present, or currently planned interests (financial, contractual, organizational, or otherwise, which relate to the work under this contract), and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance under this contract.
- b. Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors or interest (hereinafter collectively referred to as the Contractor) in the activities covered by this clause as a prime Contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.
- c. Restrictions applicable to technical consulting and management support services contracts.
  - (1) The Contractor shall be ineligible to participate in any capacity in CPSC contracts, subcontracts, or proposals therefore (solicited or unsolicited), other than follow-on contracts for additional technical consulting and management support services, which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the

Contractor shall not perform any technical consulting or management support services work under this contract that relates to any of its own products or services, or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing.

- (2) If the Contractor, under this contract, prepares a complete or essentially complete statement of work or specifications to be used by CPSC in future competitive procurements, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.
- (3) Nothing in this clause shall preclude the Contractor from offering or selling its standard commercial items to the Government.

d. Restrictions on use of information.

- (1) If the Contractor, in the performance of this contract, obtains access to information such as CPSC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not-- (a) use such information for any private purpose unless the information has been released or otherwise made available to the public; (b) compete for work for the CPSC based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first; (c) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and (d) release such information unless such information has previously been released or otherwise made available to the public by CPSC.

- (2) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 522a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.
- (3) The Contractor shall have, subject to patent, data, and security provisions of this contract, the right to use technical data it first produces under this contract for its private purpose provided that, as of the date of such use, all recording requirements of this CONTRACT have been met.
- e. Duty to disclose conflicts discovered after award. The Contractor agrees that if, after award, it discovers an organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure to the Contracting Officer, including a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflict. The CPSC, may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.
- f. Restrictions on subcontracts. The Contractor shall include this clause, including this paragraph, in subcontracts of any tier which involve performance or work of the type specified in paragraph c. above, or access to information of the type covered in paragraph d. above. The terms "Contractor," "contractor," and "Contracting Officer" shall be appropriately modified in such subcontracts to impose the same restrictions on subcontractors as this clause imposes on the Contractor.
- g. Remedies. For breach of any of the above restrictions, or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate the contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- h. Waiver. Contractor's request for waiver or modification under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver or

modification and the reasons in the support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver or modification in writing.

1.14. SPECIAL 8(a) CONTRACT CONDITIONS

The Small Business Administration (SBA) agrees to the following:

- a. To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8 (a) of the Small Business Act, as amended (5 U.S.C. 637(a)).
- b. That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- c. Except for novation agreements and advance payments, delegate to the Consumer Product Safety Commission (CPSC) the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the CPSC shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- d. That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the CPSC.
- e. That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.
- f. To notify the U.S. Consumer Product Safety Commission's Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

1.15. SPECIAL 8(a) SUBCONTRACT CONDITIONS

- a. The Small Business Administration (SBA) has entered into Contract No. CPSC-C-97-1006R with the Consumer Product Safety Commission (CPSC) to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
- b. The Logistics Applications, Inc., hereafter referred to as the subcontractor, agrees and acknowledges as follows:
  - (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. CPSC-C-97-1006R for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
  - (2) That the SBA has delegated responsibility for the administration of this subcontract to the CPSC with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.
  - (3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the CPSC.
  - (4) That it will notify the U.S. Consumer Product Safety Commission's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any party.
- c. Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the CPSC.

16. PROTEST AFTER AWARD (Fixed Price)

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

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

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

i.17. LIMITATIONS ON SUBCONTRACTING (OCT 1987)

- a. By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of

the contract in the case of a contract for--

- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a regular dealer in such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade Contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I.18. RESERVED

I.19. PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (MAY 1995)

- a. In accordance with Executive Order 12873, dated October 20, 1993, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.
- b. The 20% standard applies to high-speed copier paper, offset paper forms bond, computer printout paper, and carbonless paper. A higher standard of 50% recovered material, with 20% postconsumer material, applies to other uncoated printing and writing papers such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard for either of the standards specified in this clause is 50% recovered material content of certain industrial by-products.

-END OF SECTION I-

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

SECTION J - List of Attachments

Attachments:

- J.1. Affidavit of Nondisclosure, 1 page
- J.2. Disclosure of Lobbying Activities, Standard Form LLL, 1 page and Continuation Sheet, 1 page
- 5.3. Incentive Fee Plan
- 5.4. Referenced Documents
  - a. Referenced Documents Overview

This overview lists the materials contained in this attachment of information and knowledge addressed in C.3.b. (13), (14), (15), (16), and (17), and cites the sources of information where the identification of information sources is required.

**Listing of Attachment Components (Attached)**

- Samples of CPSC news releases and publications about recalls, product hazards and safety recommendations.
- Hotline Standard Operating Procedures.
- Selected Hotline recorded message scripts.
- *Putting Customers First -- Serving the American Public: Best Practices in Telephone Service; Federal Consortium Benchmark Study Report.*
- A description of CPSC's mission, activities and priorities is explained in the CPSC 1.997 budget overview.
- A description of CPSC programs, voluntary standards activities, corrective actions, consumer products addressed by CPSC, and other information about CPSC projects, is available in the CPSC Annual Report.

**Sources of Information Referenced (Not Attached)**

- A source book of government agencies and outside organizations for referring callers about non-CPSC matters, the *Consumer's Resource Handbook*, is provided to each Hotline staff member.
- Current voluntary standards information is

available through the Project Officer from CPSC's Voluntary Standards Coordinator.

-- CPSC regulations are contained in the Code of Federal Regulations, Title 16 (16 CFR), available to Hotline staff.

-- Information about laws administered by CPSC is contained in the CPSC publication *Compilation of Laws Administered by CPSC*, prepared by CPSC's Office of the General Counsel and available to the Hotline staff.

ATTACHMENT J.1.

AFFIDAVIT OF NONDISCLOSURE

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

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

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date of signature) --

\_\_\_\_\_  
(Signature)

Witnessed by me on this \_ \_ \_ day of \_\_\_\_\_ 19\_\_.

\_\_\_\_\_  
(Name of Witness)

\_\_\_\_\_  
(Date of Witness Signature)-

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Title of Witness)



## 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 31 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; the 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 b.
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), employe(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 ACTIVITY  
CONTINUATION SHEET**

Approved by UMS  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

ATTACHMENT J. 3.

HOTLINE CONTRACT INCENTIVE FEE PLAN

1. Purpose/Introduction

- a. The purpose of this Incentive Fee Plan is to set forth the basic procedures for the periodic evaluation of, and fee determination for this performance-based service contract.
- b. The plan may be revised as the operational and/or program priorities change. The Contractor may propose changes to this plan and provide them to the Contracting Officer (CO). The CO will notify the Contractor in writing, 30 calendar days in advance before the effective date of any changes.
- c. The performance categories and assigned weights are as follows:

PERFORMANCE CATEGORY	WEIGHT
Consumer contact satisfaction . . . . . (Courtesy, helpfulness, promptness in providing information or assistance)	35%
Accurate and timely preparation of Consumer Product Incident Reports . . . . .	30%
Accuracy of invoices and billing information . . . . .	20%
Service and system improvements proposed by the Contractor and implemented by CPSC . . . . .	15%
Total % of Assigned Weights . . . . .	100%

- d. up to 100% (\$2,500 per FY quarter), will be available for incentive fees.
- e. The incentive fee will be awarded on a FY quarterly basis for the following periods:

October 1 through December 31  
January 1 through March 31  
April 1 through June 30  
July 1 through September 30

- f. The incentive fee evaluation process is designed to involve Contractor and Government personnel in a continuous dialogue to identify problems before they become significant and to allow the Contractor an opportunity to earn the maximum fee possible.
- g. The incentive fee evaluation process will involve the CPSC Project Manager who will serve as the Performance Assessment Official (PAO), and the Government Incentive Fee Determination Board (GIFDB). The PAO will also serve on the GIFDB. The Contractor will be notified' (in writing) after contract award of the personnel assigned to these duties.

2. Administration of the Incentive Fee Plan

- a. The PAO will prepare Quality Assessments(QA) after the end of each FY quarter, which will include ratings for each performance category. The CO will forward copies of completed assessments to the Contractor. The Contractor may then respond to the CO in writing within 10 working days regarding evaluation ratings of less than 100% on the QA assessments.
- b. The PAO will furnish copies of the completed assessments and the Contractor's written responses, if any, to the GIFDB.
- c. At the end of each FY quarter, the Contractor may send a written self-evaluation to the GIFDB regarding performance during that FY quarter.
- d. Within 20 calendar days after receipt of documents from the PAO, the GIFDB will:
  - (1) Review the assessments and Contractor's response, if any;
  - (2) Calculate a percentage of the quarterly maximum potential award fee that should be awarded to the Contractor; and
  - (3) Present the board's determinations to the CO.

- e. Within 10 calendar days, the CO will notify the Contractor by letter regarding the determination. The letter will include:
- (1) The ratings assigned to each performance category.
  - (2) The rationale for the assigned ratings.
  - (3) Suggestions for improvement for performance categories not assigned a 100% score.
  - (4) Instructions for the submittal of an invoice for the incentive fee earned for the FY quarter.

Clipboard

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE PAGE OF PAGES 1 4

2. AMENDMENT/MODIFICATION NO. 0020 3. EFFECTIVE DATE APR 24 1996 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 99932 6. ISSUED BY CODE CONTRACT 7. ADMINISTERED BY (If other than Item 6) CODE I PJN PETER J NERRET (301) 504-0444 EXT. 1150

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00013372 WILKIN'S SYSTEMS INC 6940 Carroll Avenue TAKOMA PARK MD 20912- 9A. AMENOMENTOF SOLICITATION NO. 98. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. CPSC-c-94-1093 SBA - 0353-93-2-00767 10B. DATED (SEE ITEM 13) 10/01/93

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 3 999 99932 25.88

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). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Supplemental Agreement under Changes Clause 52.243-01 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 include an additional duty into SECTION C.3.e., entitled "CPSC Mailroom and Shuttle Services". Also, SECTION H.11, entitled "Background Security Checks for Contract Employees" is replaced. Based on the above, this contract is hereby modified as follows: SECTION C.3., entitled "STATEMENT OF WORK", is changed by the addition of the following:

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 3/24/97 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROBERT J FROST B01 (301) 504-0444 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 4/24/97

- 1) Contractor mailroom staff shall utilize, at their discretion, a government furnished magnetometer, to scan letters and packages, whenever the mailroom staff deems said letters and packages as unusual or suspicious appearing. Unusual or suspect items are defined as items that are packaged or sealed in a non-standard manner, have an odor or off-gassing, omit sound, etc.
- 2) If an unusual or suspicious appearing letter or package is identified, the contractor mailroom staff shall utilize the magnetometer. If a positive magnetometer reading is registered, the contractor mailroom staff shall cease to touch or move the suspect item. The contractor mailroom staff shall then immediately notify in order listed below the following CPSC staff:  
 Security Officer: Betty Fees, Telephone ext. x1164  
 Project Officer: James D. Shupe, Telephone ext. x1153  
 Mailroom Manager: Iris Parks, Telephone ext. x1151
- 3) The mailroom staff shall follow instructions given them by the Security Officer or the ranking individual contacted regarding the unusual or suspicious item letter or package.
- 4) To prevent its loss by theft, the magnetometer shall be located in the mailroom and kept under secure, yet readily available conditions by the contractors mailroom staff. The Contractor staff shall make the magnetometer available to the CPSC Property Manager upon request.
- 5) Training in the operation of the magnetometer will be provided to Contractor mailroom staff on-site at CPSC by the government during regular business hours as defined in the contract.
- 6) The magnetometer is a battery powered, handheld device. The contractor staff shall be responsible for replacement of batteries with government furnished batteries (available from the Project Officer). If the magnetometer requires repairs, the Contractor staff shall immediately report the problem to the CPSC Project Officer.

(e) Magnetometer

C.3.e.(4) CPSC Mailroom and Shuttle Services

Also, SECTION H.11., entitled "BACKGROUND SECURITY CHECKS FOR CONTRACT EMPLOYEES", is replaced by the following:

H.11. 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 modification, 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 security screening forms or other documents submitted to the Government.
  - (3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously

disgraceful conduct or other conduct  
prejudicial to the Government regardless  
of whether the conduct is directly  
related to the contract.

(4) Any behavior judged to pose a **threat** to  
personnel or property.

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

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 .

**U.S. Department of Justice  
Reimbursement Agreement Between Agencies**

Bar Code *Clipboard*

**Parties to the Agreement:**

Provider Agency			Customer Agency		
Provider Cost Center 7T09401007	RCN 71074	RCN Description Systems Analysis	Customer Contact Mr. John Clements	Phone 301-504-0445	
Provider Contact Surrindar Hansra		Phone 202-514-5699			
Customer Number -51000001-1		Customer Alias			
Provider Name Systems Technology Staff/IRM/JMD/DOJ			Customer Name (If billing address is different, specify on reverse side.) Consumer Product Safety Commission		
Address 10th and Constitution Ave. NW Room 62317			Address 4330 East-West Hwy		
City Washington	State D.C.	Zip 20530	City Washington	State DC	Zip 20207

**Duration:**

This Agreement shall become effective on April 11, 1997 and shall continue through September 30, 1997.

**Provide the Following Services or Goods:**

*Brief explanation of work or services to be performed and basis for determining cost:*

Provide for contractor services for Systems Analysis for the CPSC.

	Previous RA	Amendment #2	New RA
Contractor Cost =	\$142,008.00	\$24,153.40	\$166,161.40
Contract Administration (STS) =	4,970.28	845.37	5,815.65
<b>Total Cost =</b>	<b>\$146,978.28</b>	<b>\$24,998.77</b>	<b>\$171,977.05</b>

DYNCORP Task 1  
CPSC-IAG-96-1163; MOD #2  
MON N/96/940/009

Estimated amount

\$24,998.77

*(Attach additional sheet for continuation of explanation, if necessary.)*

**Customer Financing:**

*(Customer agency will indicate accounting data to be charged by completing applicable blocks. Federal agencies will be billed by OPAC, except for billings among the OBDs and USMS, billings within an organization, and billings to the Department of Defense.)*

Agency Location Code	Appropriation Symbol	Cost Center	YRegDoc	Obl Month	Obl SOC	Pay SOC
	96 2 940 99169					
	25.43					

**Other Accounting Information** *(Where applicable, multiple Obligation Month and SOC data should be identified in this block. Customers not using the FMIS may use this block to describe unique data required for their accounting system.)*

**Approvals:**

*(See reverse side of form.)*

Approved for Provider Office:	Approved for Customer Office:
Organization DOJ/JMD/IRM/STS/Contracts Management Service	Organization U.S. Consumer Product Safety Commission
Signature <i>Edward A. Moyer</i>	Signature <i>Robert J. Frost</i> 4/24/97
Title Edward A. Moyer Assistant Director	Title Robert J. Frost Contracting Officer

*When intrafund billing data are manually submitted to the billing office, the Provider Intrafund Data block on the reverse side must be completed by the provider of the goods or service.*

Provider <i>Intrafund Data</i> (For crediting revenues to the Provider)			
YRegDoc	Obligation Month	Obligation SOC	Payment SOC
Other Accounting Information (Where applicable, multiple Obligation Month and SOC data should be identified in this block.)			

Billing Address		
Name CPSC		
Address 4330 East West Hiway, Rm. 522		
City Washington	State DC	Zip 20207
Contact Ms. Cecelia Smith	Phone 301-504-0018	

#### Conditions of Agreement

1. **Financing:**

The charges for services shall include both direct and indirect costs applicable to the agreement. Advance payments are made on an estimated cost basis. If the estimated advance is different from the actual costs, proper adjustment (*refund or additional billing*) on the basis of the actual costs incurred shall be made upon completion of the work. (*The frequency of billing, such as monthly, quarterly, etc., must be stated in the narrative portion of the form.*)

2. **Other Provisions:**

INFORMATION RESOURCES MANAGEMENT

Systems Technology  
Staff

STS

Memorandum of Understanding (Non-DOJ Users)

CONTRACTS MANAGEMENT SERVICE

1. Upon execution of DOJ Form-216, the Systems Technology Service (STS) of the Department of Justice (DOJ) will provide contractor support via task orders using ADP Related Services contracts, Micrographics contracts, and a Data Entry contract, as requested in **one or** more of the following areas:
  - a. Acquisition assistance for ADP applications systems and services.
  - b. Requirements **analyses**.
  - c. Economic (cost/benefit) analyses of software systems.
  - d. Feasibility studies.
  - e. Data base design and development.
  - f. Systems enhancement support.
  - g. Systems **analyses**, design and specifications.
  - h. Programming and systems development.
  - i. Systems testing.,
  - j. Transition and Implementation assistance and training.
  - k. Facilities management.
  - l. Records management systems for electronic and microfilm documents.
  - m. Microfilming of paper documents and Computer Output Microfilm (COM).
  - n. Data entry (keying) services.
2. The Using Agency will:
  - a. Provide the name, address, and telephone number of an authorized contact person who will manage the project for the Using Agency.
  - b. Execute a Reimbursement Agreement (RA), DOJ Form DOJ-216, which includes the total estimated cost for the project, i.e., (1) contractor cost, and (2) STS handling fee. The amount shown on the RA is Using Agency's financial obligation/commitment to the STS and to **the contractor**. During period of performance, funds for the project will not be deobligated at the sole discretion of the Using Agency.
  - c. Provide appropriation code, organization cost center, and debtor code needed for STS to charge the Using Agency for

- requested services.
- d. **Reimburse** STS for STS **handling fee upon presentation of a signed voucher, Form 1081 or other appropriate accounting document.**
  - e. **Reimburse** STS **on a monthly basis for contractor resources used in** providing services described in paragraph 1(a) **through 1(n),** upon presentation of a signed **voucher, Form 1081 or other appropriate accounting document.**
3. STS will:
- a. Provide contractor support described in the Using Agency's statement of work and contractor% technical and cost proposals.
  - b. **Advise the** Using Agency, if requested, in the development of Statement of Work.
  - c. In micrographics area, analyze existing needs and make recommendations leading to conversion of existing systems to an integrated micrographic system.
  - d. Process invoices received from contractors on a monthly basis in the following manner:
    - (1) The contractor will submit monthly invoices to the Contracting Officer's Technical Representative (COTR).
    - (2) The COTR **will** certify that the invoice amount **equals that** shown on the contractor% monthly progress report which has been approved by the government technical project manager. The COTR will then **forward** the certified invoice to the DOJ Finance Staff for payment to the contractor.
    - (3) DOJ Finance Staff will forward a **signed** voucher, Form 1081 or other appropriate accounting document to the Using Agency for reimbursement.
4. The address and telephone number for STS is:

Assistant Director  
Contracts Management Service  
Systems Technology **Staff**  
Information Resources Management  
Justice Management Division  
Department of Justice  
10th & Constitution Avenue, N.W. - Room 6237  
Washington, DC 20530

(202) 514-5699

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES 1 2

2. AMENDMENT/MODIFICATION No. 0001 3. EFFECTIVE DATE 03/27/97 4. REQUISITION/PURCHASE REQ. NO. CPSC-s-97-5134 5. PROJECT NO. (If applicable) 44200

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00013534 I-NET, INC. 6700 ROCKLEDGE DRIVE SUITE 100 BETHESDA MD 20817-1804 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. CPSC-s-97-5134 10B. DATED (SEE ITEM 13) 01/29/97

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

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 43.103 (b). X 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 extend the period of performance and to provide incremental funding, sufficient to cover the operation of the Hotline during the period of April 1, 1997 through April 30, 1997.

The labor rates are as stated in Section B.3., entitled Labor

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 3/27/97 BY (Signature of Contracting Officer)

SF 30 CONTINUATION SHEET

Categories and Prices" and as **stated** in I-Net's proposal **dated 03/27/97**.

Based on the above, Section F.1, entitled "Period of Performance" is hereby modified to read as follows:

**F.1. PERIOD OF PERFORMANCE**

The period of performance of this PURCHASE ORDER shall begin on January **29,1997** through April 30, 1997, unless the Government exercises its right terminate the PURCHASE ORDER.

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

Purchase Order Value for <b>Current (max)</b>	FY97 NTE	<b>\$100,000.00</b>
Previous Funds	FY97	<b>\$50,000.00</b>
Mod. 0001	FY97	<b>\$25,000.00</b>
Current	FY97 Total	<b>\$75,000.00</b>
	Grand Total	<b>\$75,000.00</b>

Accounting and Appropriation **Data**  
97 2 140 44200 25.28

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.

# OFFICIAL USE ONLY PROCUREMENT

The solicitation and resultant award document(s) shall not be publicly released electronically or by any other means including display in CPSC's Public Reading Room/Information Center.

The following procurements are exempt from disclosure under exemptions 7 and/or 5:

- 1) Sole source compliance contract proposals, purchase orders and contracts and
- 2) All tasks and related statements of work assigned on behalf of the Office of Compliance in open ended compliance contracts in which the tasks to be performed are designated after execution of the contract.

Authority: FOIA Exemptions 5, 7(A) and 7(E), 5 U.S.C. §§ 552(b)(5), and (b)(7)(E). (see reverse for additional information)

Title of  
Project CPSC-5-97-5163 4/7/97

---

Project Officer

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Date

Exemption 5 provides for the withholding from disclosure of inter-agency and intra-agency memoranda which would not be available by law to a party other than an agency in litigation with the agency. FOIA Exemption 7(E) provides for the withholding from disclosure records or information compiled for law enforcement purposes, to the extent that the production of such law enforcement records or information would disclose techniques and procedures for law enforcement investigations or prosecutions or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law.

It would not be in the public interest to disclose these materials because disclosure would prematurely reveal information used in the investigation, thereby interfering with this and other matters by disclosing the government's basis for pursuing this matter, and (3) reveal the techniques, guidelines and strategies utilized by the investigative and legal staff in developing the information regarding this investigation and other on-going investigations, which if disclosed would significantly risk circumvention of the statutes and regulations that the Commission administers.

For a complete and legal explanation of the contracts, submit a Freedom of Information Act request to:

U. S. Consumer Product Safety Commission  
Freedom of Information Division  
Office of the Secretary  
Washington, D. C. 20207

Telephone (301) 504-0785  
Facsimile (301) 504-0127

# OFFICIAL US'E ONLY PROCUREMENT

The solicitation and resultant award document(s) shall not be publicly released electronically or by any other means including display in CPSC's Public Reading Room/Information Center.

The following procurements are exempt from disclosure under exemptions 7 and/or 5:

- 1) Sole source compliance contract proposals, purchase orders and contracts and
- 2) All tasks and related statements of work assigned on behalf of the Office of Compliance in open ended compliance contracts in which the tasks to be performed are designated after execution of the contract,

Authority: FOIA Exemptions 5, 7(A) and 7(E), 5 U.S.C. §§ 552(b)(5), and (b)(7)(E). (see reverse for additional information)

Title of

Project CPSC-5-97-5173 4/3/97

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Project Officer

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Date

Exemption 5 provides for the withholding from disclosure of inter-agency and intra-agency memoranda which would not be available by law to a party other than an agency in litigation with the agency. FOIA Exemption 7(E) provides for the withholding from disclosure records or information compiled for law enforcement purposes, to the extent that the production of such law enforcement records or information would disclose techniques and procedures for law enforcement investigations or prosecutions or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law.

It would not be in the public interest to disclose these materials because disclosure would prematurely reveal information used in the investigation, thereby interfering with this and other matters by disclosing the government's basis for pursuing this matter, and (3) reveal the techniques, guidelines and strategies utilized by the investigative and legal staff in developing the information regarding this investigation and other on-going investigations, which if disclosed would significantly risk circumvention of the statutes and regulations that the Commission administers.

For a complete and legal explanation of the contracts, submit a Freedom of Information Act request to:

U. S. Consumer Product Safety Commission  
Freedom of **Information** Division  
Office of the Secretary  
Washington, D. C. 20207

Telephone (301) 504-0785  
Facsimile (301) 504-0127

Clipboard

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT IO CODE

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2. AMENDMENT/MODIFICATION NO. 005
3. EFFECTIVE DATE 03/13/97
4. REQUISITION/PURCHASE REQ. NO. 96-1140-05
5. PROJECT NO. (if applicable) 2528
6. ISSUED BY CODE CPSC
7. ADMINISTERED BY (if other than item 6) JOYCE LAWN (301) 504-0444 EXT. 1148

9. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00015743
SUB: PRIME:
DIGITAL SOLUTIONS, INC. U.S. Small Business Administration
8807 SUDLEY ROAD 504 Santa Rosa Road, Suite 200
SUITE 112 Richmond, VA 23229
MANASSAS VA 22110
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

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.

72. ACCOUNTING AND APPROPRIATION DATA (if required)
97 2 593 22424 2528

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 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 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 funds for Task Order No. 2 in the amount of \$4,083.00; to modify various contract sections to allow for off-site data entry; and to amend Section G.7. Key Personnel. Therefore,

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
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
16C. DATE SIGNED 3/13/97
BY (Signature of Contracting Officer)

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

Contract Value for Current	FY97	<b>NTE</b>	<b>\$500,000.00</b>
Previous Funds	<b>FY96</b>		<b>\$ 91,494.09</b>
Previous Funds	<b>FY97</b>		<b>\$125,000.00</b>
<b>Mod 5 Additional</b>	FY97		<b>s 4,083.00</b>
Current	FY97	Total	<b>\$129,083.00</b>
Grand Total			<b>\$220,577.09</b>

2. The following sections **are** changed to allow for off-site data entry **and** will read as follows:

**C.3.c.(4):** Part Four requires that the Contractor shall provide data entry **services** in support of various CPSC programs.

**C.3.d.(IV)(1):** The Contractor shall provide data entry services **for** the Commission's computerized database applications as specified below.

C.6.b.: Data entry services and entry of mailing labels shall be provided on the effective date of the contract and continue for the duration of the contract.

P.3.B.: All services under Parts One through Five of this contract shall be performed at CPSC Headquarters, 4330 East West Highway, Bethesda, **MD**. Services under Part Four **of** this contract shall be performed at CPSC Headquarters unless off-site performance is agreed upon by the CPSC Project Officer.

Section **G.7.**, Key Personnel is amended to add Marilyn Pan Horita **as a** coder.