ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 13

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1 DATE OF ORDER: 02 Sep 1999

2 CONTRACT NO (if any):

3 ORDER NO: CPSC-S-99-5151

4 REQUISITION/REFERENCE NO: 00059899-0001

5 ISSUING OFFICE Address correspondence to: CPSC
US CONSUMER PRODUCT SAFETY COMM
DIVISION OF PROCUREMENT SERVICES
4330 EAST WEST HWY ROOM 517
BETHESDA, MD 20814-4408
JOYCE LAWN (301) 504-0444

6 SHIP TO EPHF298
a NAME OF CONSIGNEE: CONSUMER PRODUCT SAFETY COMM.
b STREET ADDRESS: DIVISION OF HUMAN FACTORS
4330 EAST WEST HIGHWAY ROOM 604
c CITY: BETHESDA
d STATE: MD
e ZIP CODE: 20814-4408
f SHIP VIA:

7 TO: 00019181 TIN 161541808
a NAME OF CONTRACTOR: DUNS: 199829813
Intertek Testing Svc. Risk Anal. & Mgmt.
b COMPANY NAME:
c STREET ADDRESS: 1301 West 22nd Street
Suite 888
d CITY: Oak Brook
e STATE: IL
f ZIP CODE: 60523

8 TYPE OF ORDER
[X] a PURCHASE
REFERENCE YOUR: Quote dated 7/30/99 & as amended 8/12/99
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated
[ ] b DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9 ACCOUNTING AND APPROPRIATION DATA: $58,750.00
99 EXOB-PS 4430.00 9923197 25.2109 BOC: 25.28

10 REQUISITIONING OFFICE: ESHF

11 BUSINESS CLASSIFICATION (Check appropriate box(es))
[ ] a SMALL [X] b OTHER THAN SMALL [ ] c DISADVANTAGED [ ] d WOMEN-OWNED

12 F O B POINT: DESTINATION

13 PLACE OF
a INSPECTION: Bethesda, MD
b ACCEPTANCE: Bethesda, MD

14 GOVERNMENT B/L NO:

15 DELIVER TO F O B POINT ON OR BEFORE: Six months from date of OMB Clearance

16 DISCOUNT TERMS: 00.00% 0 Days Net 30

17. SCHEDULE *(See reverse for Rejections)*

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT (g)
	The Contractor shall conduct a child observation study in accordance with the attached Statement of Work.					
0001	PHASE I FOR TWO OBSERVATION AREAS	1	LT	3,175.00	3,175.00	
0002	PHASE II FOR TWO OBSERVATION AREAS	1	LT	55,575.00	55,575.00	

18 SHIPPING POINT:
19 GROSS SHIPPING WEIGHT:
20 INVOICE NO:

21 MAIL INVOICE TO
a NAME:
b STREET ADDRESS (or P O Box):
c CITY:
d STATE:
e ZIP CODE:

SEE BILLING INSTRUCTIONS ON REVERSE

17(h) TOTAL (Cont pages): US$ 0.00

17(i) GRAND TOTAL: US$ 58,750.00

22 UNITED STATES OF AMERICA BY (Signature)

23 NAME (Typed): ROBERT J FROST
TITLE CONTRACTING/ORDERING OFFICER
(301) 504-0444

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

OPTIONAL FORM 347 (REV 6/95)
Prescribed by GSA/FAR 48 CFR 53 213(e)

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SECTION B – Supplies/Services and Prices/Costs

B.1. DESCRIPTION OF SERVICES

This procurement is for the services of a qualified researcher(s) to conduct observations of a total of 200 children 3 through 35 months of age in two separate demographically diverse geographical areas (100 children in each area) of the country. A separate contractor will recruit the subjects for each area.

B.2. CONTRACT TYPE

This is a firm-fixed-price contract for services described in the Statement of Work.

SECTION C – Description/Specification/Work Statement

C.1. BACKGROUND INFORMATION

a. The U.S. Consumer Product Safety Commission (CPSC) staff is investigating the potential exposure and health risks to children under three years of age from teethers, rattles, toys, and other items made from polyvinyl chloride (PVC) that contain various dialkyl phthalate (DAP) plasticizers, especially diisononyl phthalate (DINP). Manufacturers use plasticizers to soften the PVC.

b. The potential for DINP to cause toxic effects in humans depends on the amount of DINP that is released from a product when it is mouthed or chewed and on the time a child spends putting the product in his or her mouth. In December 1998, CPSC staff released the results of a study of DINP in children's products.[1] The staff concluded that based on the best available information, few, if any, children are at risk of liver or other organ toxicity from mouthing PVC toys that contain

[1] U.S. Consumer Product Safety Commission (CPSC, 1998). "The Risk of Chronic Toxicity Associated with Exposure to Diisononyl Phthalate (DINP) in Children's Products." Washington, DC.

DINP. This conclusion is based on estimates of the amount of DINP ingested, which indicated that DINP exposure did not reach a potentially harmful level. However, the staff believes that there are a number of uncertainties in this assessment, particularly regarding the types of items, including toys, that children are mouthing and how long they typically mouth these items.

c. Staff is undertaking this study to gather better data on which to base the health risk assessment. This extensive exposure study is intended to obtain a broader range of data to better define the amount of time children mouth products.

d. Two hundred children 3 through 35 months of age in two different geographical areas of the country will be observed in order to collect mouthing behavior data.

C.2. OBJECTIVE OF THE PROJECT

To quantify the amount of time children 3 through 35 months of age spend mouthing objects, including toys and other children's products, especially those potentially containing phthalates.

C.3. STATEMENT OF WORK

Independently, and not as an agent of the government, the Contractor(s) shall furnish all necessary personnel, materials, services, and facilities to accomplish the work as set forth below, except as provided in H.1., GOVERNMENT FURNISHED MATERIALS/EQUIPMENT.

PHASE I – Training of Observers

a. The Contractor shall attend a start-up meeting with the CPSC Project Officer via telephone within five (5) working days after effective date of the contract.

b. The Contractor shall supply qualified observers who are friendly, articulate, personable and non-threatening, taking into consideration the intrusiveness of this study.

c. The Contractor shall provide Spanish-speaking, qualified observers as defined in C.3.b. to conduct observations in Spanish-only homes.

d. The Contractor shall assure that all staff who will be conducting observations shall attend the training seminar conducted by the CPSC Project Officer at the Contractor's location.

e. The CPSC Project Officer will train the observers to conduct the parent(s) interview, complete diary entries, conduct timed observations, and other special factors to consider.

f. The CPSC Project Officer will administer a CPSC observation test to all observers to assure their familiarity with the observation methodology. The Contractor's observers shall complete the CPSC training seminar and pass with a score of 90% or better.

g. The Contractor's observers shall participate in the CPSC training seminar before OMB clearance of this study is obtained by CPSC. If OMB clearance is not granted, the Contractor will only be reimbursed for this portion of the contract.

PHASE II – The Contractor shall conduct observations of 200 children ages 3 through 35 months in two demographically diverse geographical areas of the country. One hundred children shall be observed in each location.

a. Three weeks after OMB clearance has been obtained by CPSC, CPSC will provide the Contractor with the names and phone numbers of subject's parent(s). All names will be provided within 15 weeks of OMB Clearance.

b. The Contractor shall make weekly progress calls to the CPSC Project Officer. The information should include all attempts at arranging and completing the observation sessions.

c. The Contractor's observers shall contact by telephone within 48 hours, the parents of subject whom they are assigned to observe and arrange an appointment to meet and interview the parent(s) and subject.

d. The Contractor's observers shall conduct the family interview and the two observation sessions on three (3) separate days.

e. The Contractor's observers shall meet with parent(s) and subject as scheduled and conduct a family interview. During the family interview, the observer shall collect the signed consent form and arrange to conduct the first (1st) observation session at either the subject's home or daycare facility.

f. The Contractor's observers shall call the subject's home the day before the observation session to confirm the session date, time, and location.

g. The Contractor's observers shall arrive for the first (1st) observation session as scheduled with all the proper materials for data collection (i.e., pens, stopwatch, data sheets) and conduct the session according to the methodology learned in the CPSC training seminar.

h. The Contractor's observers shall take the first ten (10) minutes of the observation session to collect general diary-like data about the subject, noting his/her activities, other people present, and any mouthing behavior observed. During the next twenty (20) minutes, they shall conduct timed observations of the subject recording the

frequency and duration of ALL mouthing behaviors as taught in CPSC training seminar.

i. The Contractor's observers shall record the data on data collection sheets as provided in H.1., GOVERNMENT FURNISHED MATERIALS/EQUIPMENT.

j. The Contractor's observers shall continue this ten (10) minute diary collection and twenty (20) minute timed observation cycle until a total of two (2) hours of timed observation data has been collected for the session. Without interruptions, this should take 3 hours. Observers shall allow more time for the younger children who eat and sleep more frequently than older children.

k. The Contractor's observers shall temporarily stop any timed observation if the subject is removed from the observer's sight for any reason and the observer is not able to follow the subject. The observers shall resume timing the observations from the time stopped when the subject is visible again until the full twenty (20) minutes of timed observation is completed.

l. The Contractor's observers shall stop/not begin the twenty (20) minutes of timed observations when the subject is napping/sleeping. If subject falls asleep after a timed observation has already begun, the observer shall stop the observation until the subject wakes up and then resume to complete the twenty (20) minutes.

m. The Contractor's observers shall stop/not begin the twenty (20) minute of timed observations during events in which the subject's parent has asked observer not to be present (i.e., diaper changing, breast-feeding, bath-time). These events should be identified during the family interview.

n. The Contractor's observers shall stop/not begin the twenty (20) minutes of timed observations when the subject is eating/feeding, with the exception of a snack which may only be a matter of a few minutes. Timed observations shall not be conducted during organized mealtimes which are likely to last fifteen (15) minutes or longer. This includes not only solid food intake, but also bottles.

o. The Contractor's observers shall arrange to conduct the second (2nd) observation session at either the subject's home or daycare facility, whichever location was not used in the first (1st) observation session if applicable.

p. The Contractor's observers shall assure that the two (2) observation sessions are conducted at different times of the day to allow for a good representation of the subject's full day (i.e., morning, afternoon, evening).

q. The Contractor's observers shall conduct the second (2nd) observation session as scheduled.

r. Upon completion of data collection for each subject, the Contractor shall pay the subject's parents one hundred dollars ($100.00) incentive.

s. The Contractor shall compile data for each subject and submit it to the CPSC Project Officer, in machine-readable form (e.g. SAS or Access database, excel spreadsheet, ASCII file, etc.) using the same format for each subject, upon completion of the observations of each subject. Raw data sheets for each subject shall be submitted to CPSC at the same time.

t. Data collection from all two hundred (200) subjects shall be completed within five (5) months of Contractor's receipt of first (1st) subject's name.

SECTION D – Packaging and Marking

D.1. PACKAGING AND MARKING

All materials to be delivered shall be packaged and mailed in accordance with the Contractor's best commercial practice in order to guarantee delivery undamaged to final destination. In addition to normal markings, the contract number shall be cited on the outside package.

SECTION E – Inspection and Acceptance

E.1. INSPECTION AND ACCEPTANCE

Acceptance/rejection will be based on the specifications stated in the Statement of Work.

SECTION F – Deliveries or Performance

F.1. PERIOD OF PERFORMANCE

Performance of work shall begin on the effective date of the order, and, dependent upon OMB clearance shall not extend beyond six months from date of OMB clearance, unless the period is extended by amendment to this order.

F.2. DELIVERY OR PERFORMANCE

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

ITEM	DELIVERY OR PERFORMANCE
1. Start-up meeting (See C.3.Phase I, a)	Within 5 working days of the award of this purchase order.
2. Progress Calls (See C.3.Phase II, b)	At least weekly, more as needed.

3. Participate in CPSC Training Seminar (See C.3.Phase I, d)	Within 30 working days of award of this purchase order.
4. Pass CPSC observation test (See C.3.Phase I, f)	With a score of 90% or better.
5. Contact subject's parents to arrange family interview (See C.3.Phase II, c)	Within 48 hours of receipt of name and phone number.
6. Conduct family interview (See C.3. Phase II, e)	As scheduled.
7. Contact family to confirm 1st observation session (See C.3.Phase II, e)	One day before observation day.
8. Conduct 1st observation session (See C.3.Phase II, g)	As scheduled.
9. Contact family to arrange 2nd observation session (See C.3.Phase II, o)	After completion of 1st observation session.
10. Conduct 2nd observation session (See C.3.Phase II, q)	As scheduled.
11. Pay subject's parents $100.00 for participation (See C.3.Phase II, r)	Upon completion of all data collection of subject.
12. Compile data for each subject and submit in machine-readable form and raw data to CPSC Project Officer (See C.3. Phase II, s).	Within 5 working days of collection of complete observation data for each individual subject.
13. Complete all data collection (See C.3. Phase II, t)	Within five (5) months of receipt of first (1st) subject's name.

F.3. PLACE OF DELIVERY OR PERFORMANCE

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

U.S. Consumer Product Safety Commission
Division of Human Factors, Room 604
Washington, D.C. 20207
Attn: Celestine T. Kiss
Project Officer

b. A copy of the letter transmitting the above shall be submitted to the Contracting 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)

SECTION G - Contract Administration Data

G.1. CONSIDERATION

As consideration for its satisfactory performance, the Contractor shall be paid for Phase I, a fixed price of $3,175.00 and if OMB clearance is obtained by CPSC, the Contractor shall be paid $55,575.00, for completion of performance under Phase II.

G.2. PAYMENT

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

(1) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or

(2) The seventh (7th) day after the equipment or service is actually delivered or performed and accepted by the Government.

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

c. PARTIAL PAYMENTS

(a) The Contractor shall submit vouchers for partial payment as follows:

Completion of Phase I	$ 3,175.00
Completion of 50% of Phase II	$27,787.00
Completion of 100% of Phase II	$27,788.00

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

(c) Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in G.3., "BILLING INSTRUCTIONS," except as follows:

(d) 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. 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 practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

c. Invoices not submitted in accordance with the above-stated minimum documentation may not be processed for payment until complete documentation is received.

d. Vouchers/invoices shall be sent to:
Ms. Cecelia R. Smith, Agency Payment Officer
Consumer Product Safety Commission
Division of Financial Services, Room 522

Washington, D.C. 20207
(Phone: 301-504-0018)

e. Inquiries regarding payment should be directed to the above-named payment officer. Problems related to the late payment of an invoice should be directed to:

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

f. SF 1034 and 1035 forms will be furnished by CPSC, Contracts Branch, upon request of the Contractor.

G.4. WITHHOLDING OF CONTRACT PAYMENT

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The Government shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

G.5. PROJECT OFFICER DESIGNATION

Celestine T. Kiss, of the Commission's Division of Human Factors has been designated as the Government's Project Officer for this contract. This individual may be reached on (301) 504-0468 extension 1284.

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; and

(3) Inspection and acceptance of all items required by the contract.

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

(1) Make changes in scope of work, contract schedules and/or specifications to meet changes and requirements,

(2) Direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and

(3) Take any action that commits the Government or could lead to a claim against the Government.

G.8 KEY PERSONNEL

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

NAME	TITLE
Tina Wiseman	Child Development Specialist

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.

SECTION H - Special Contract Requirements

H.1. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

a. The Government shall furnish to the Contractor for use in connection with this contract the materials and or equipment set forth below:

Data Collection Sheet
Names of subjects

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.

PART II - CONTRACT CLAUSES

SECTION I - Contract Clauses

I.1. DISCLOSURE OF INFORMATION

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

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

This project (study) (report) has been (partially) funded with federal funds from the United States Consumer Product Safety Commission under contract number CPSC-Q-99-5151. The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission.

I.2. RIGHTS IN DATA

FAR clause 52.227-14, Rights in Data is hereby incorporated by reference.

I.3 PRIVACY ACT

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

ATTACHMENT A - DATA COLLECTION SHEET

Subject: _____ Date: ____/____/____ From: ____:____ a.m. p m.

Observer: _____ To: ____:____ a.m. p.m.

Duration	Inside the Mouth			OR	Outside the Mouth, touching the. .		Item Mouthed (short description)
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	
:	Chewing	Sucking	Unknown		Lips	Tongue	

Comments: _____

Describe the child's activities while he/she was being timed. Include the locations/environments the child was in and the presence of anyone other than the child and yourself.

Item Mouthed (from other side)	Check if made of Soft Plastic	Describe as specifically as possible. Include brand, name, and material(s), if possible.
	[ ] Soft Plastic?	
	[ ] Soft Plastic?	
	[ ] Soft Plastic?	
	[ ] Soft Plastic?	
	[ ] Soft Plastic?	
	[ ] Soft Plastic?	

Comments.