

AWARD / CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING <i>by or 1/10/99</i>	PAGE 1	OF PAGES 33
2. CONTRACT (Proc. Inst. Ident.) NO. CPSC-C-99-1149		3. EFFECTIVE DATE Nov 10, 1998	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 99-1149/006 99169		
5. ISSUED BY US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408 BEVERLY Y WELLS B12 (301) 504-0444/1156		CODE CPSC	6. ADMINISTERED BY (If other than Item 5) BEVERLY Y. WELLS CODE BYW		

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, County, State and Zip Code) VISUAL INFORMATION SYSTEM, INC. 8901 TRIPLE RIDGE ROAD FAIRFAX STATION VA 22039		Vendor ID: 00017714 DUNS: 949182182 CEC: Cage Code: TIN: 541668162	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
			9. DISCOUNT FOR PROMPT PAYMENT
			10. SUBMIT INVOICES (4 copies unless otherwise specified) to THE ADDRESS SHOWN IN: ITEM PAYMENT

11. SHIP TO/MARK FOR CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF INFORMATION SYSTEMS 4330 EAST WEST HWY ROOM 506 BETHESDA, MD 20814-4408		CODE ISIS142	12. PAYMENT WILL BE MADE BY CONSUMER PRODUCT SAFETY COMM ACCT OFFICER DIV OF FIN MGMT ROOM 522 WASHINGTON, DC 20207	
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13. 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)(5)		14. ACCOUNTING AND APPROPRIATION DATA 99 EXOB-PS 2420.00 9999169 252302	
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15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	THIS IS AN 8(a) DEFINITIZED CONTRACT FOR COMPUTER PROGRAMMING SERVICES AS LISTED ON PAGES 2 AND 3 OF THIS CONTRACT. THIS CONTRACT IS AWARDED PURSUANT TO SECTION 8(a) OF THE SMALL BUSINESS ACT [15 U.S.C.			Total:	\$200,000.00
Accounting and Appropriation Data:					
		Old Code:	99 2 940 99169 25.43		
		New Code:	See Block 14 above.		

Type of Contract: Firm-Fixed-Price 15G. TOTAL AMOUNT OF CONTRACT US\$ 200,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which 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.
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19A. NAME AND TITLE OF SIGNER (Type or Print) <i>Vinh Q. Nguyen - President</i> VINH Q. NGUYEN - PRESIDENT	20A. NAME OF CONTRACTING OFFICER for the Consumer Product Safety Commission ROBERT J FROST (301) 504-0444
19B. NAME OF CONTRACTOR BY <i>[Signature]</i> (Signature of person authorized to sign)	19C. DATE SIGNED 3/15/99
20B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	20C. DATE SIGNED 3/19/99

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY US\$	UI	UNIT PRICE	AMOUNT US\$
	<p>637(a)] AND THE MEMORANDUM OF UNDERSTANDING FOR STREAMLINED 8(A) CONTRACTING BETWEEN THE U.S. SMALL BUSINESS ADMINISTRATION (SBA) AND THE U.S. CONSUMER PRODUCT SAFETY COMMISSION (CPSC). THE SBA WDO REQUIREMENT NO. IS 0353-99-900337. THE COGNIZANT SBA DISTRICT OFFICE IS AS FOLLOWS:</p> <p>WASHINGTON DISTRICT OFFICE 1110 VERMONT AVENUE, NW, 9TH FLOOR WASHINGTON, DC 20043-4500</p> <p>THE CONTRACTOR SHALL PROVIDE COMPUTER PROGRAMMING SERVICES TO ENHANCE THE COMMISSION INFORMATION SYSTEM APPLICATIONS BY PERFORMING THE FOLLOWING TASKS:</p>				
0001	TASK 1 - DEVELOP A NEW CLIENT/SERVER APPLICATION IN POWERBUILDER 6.0 AND SYBASE TO TRACK OFFICE OF THE SECRETARY (OS) FREEDOM OF INFORMATION ACT (FOIA) REQUESTS IN ACCORDANCE WITH SECTION C.3.b.(1).	1	LT	35,000.00	35,000.00
0002	TASK 2 - ADD USER DISPLAY OPTION TO NATIONAL ELECTRONIC INFORMATION SURVEILLANCE SYSTEM (NEISS) ONLINE EPIDEMIOLOGY RETRIEVAL SYSTEM (EPIR) FOR SPECIAL STUDY DATA IN ACCORDANCE WITH SECTION C.3.b.(2).	1	LT	25,000.00	25,000.00
0003	TASK 3 - DEVELOP APPLICATION IN POWERBUILDER 6.0 AND SYBASE TO TRACK NEISS PARTICIPATING HOSPITAL PCs BY HOSPITAL IDENTIFICATION NUMBER AND CPSC PROPERTY NUMBER IN ACCORDANCE WITH SECTION C.3.b.(3).	1	LT	20,000.00	20,000.00
0004	TASK 4 - IMPLEMENT A SECOND PURGED COMMENT FIELD FOR NEISS IN ACCORDANCE WITH SECTION C.3.b.(4).	1	LT	20,000.00	20,000.00
0005	TASK 5 - INTEGRATE EPIDEMIOLOGY AND FIELD ASSIGNMENT MODULES TO AUTOMATE TRANSFER OF IN-DEPTH INVESTIGATION ASSIGNMENT INFORMATION FROM THE EPIDEMIOLOGY SYSTEM TO THE FIELD SYSTEM; AND AUTOMATE THE TRANSFER OF ASSIGNMENT STATUS INFORMATION FROM THE FIELD SYSTEM TO THE EPIDEMIOLOGY SYSTEM IN ACCORDANCE WITH SECTION C.3.b.(5).	1	LT	50,000.00	50,000.00
0006	TASK 6 - INTEGRATE LOTUS CC:MAIL E-MAIL SOFTWARE WITH COMPLIANCE SECTION 15 APPLICATION IN ACCORDANCE WITH SECTION	1	LT	15,000.00	15,000.00

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY US\$	UI	UNIT PRICE	AMOUNT US\$
	C.3.b.(6).				
0007	TASK 7 - DEVELOP AND INTEGRATE STORED PROCEDURES AND USER TABLE MAINTENANCE FUNCTIONS TO THE OFFICE OF THE GENERAL COUNSEL (OGC) TRACKING AND ROOMPLANNER APPLICATIONS IN ACCORDANCE WITH SECTION C.3.b.(7).	1	LT	15,000.00	15,000.00
0008	TASK 8 - INTEGRATE COMMISSION INFORMATION SYSTEM (CIS) GLOBAL FIRM TABLE APPLICATION WITH THE EPIDEMIOLOGY AND FIELD APPLICATIONS IN ACCORDANCE WITH SECTION C.3.b.(8).	1	LT	20,000.00	20,000.00

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See page 1.

SECTION B - Supplies or Services and Prices/Costs

B.1. DESCRIPTION OF SERVICES

This is an 8(a) contract to provide computer programming services as specified herein.

B.2. CONTRACT TYPE

This is a firm-fixed-price contract.

B.3. SERVICES AND PRICES

- a. The Contractor shall provide computer programming services to enhance the Commission Information System as specified in Section C.3., STATEMENT OF WORK.
- b. The Contractor will be paid for completing each task as specified in Section C.3., STATEMENT OF WORK, in accordance with the price schedule on pages 2 and 3 of this contract.

SECTION C - Description/Specification/Work Statement

C.1. BACKGROUND INFORMATION

The Consumer Product Safety Commission (CPSC) requires analysis, design, conversion, and programming of front-end PowerBuilder 6.0 client programs running under Windows 3.1 and Windows 95; and analysis, design, and implementation of back-end Sybase Adaptive Server version 11.0.3.2 applications using business rules, stored procedures and triggers. Support is needed for the continuing expansion and enhancement of the agency's Commission Information System (CIS), which is made up of database applications such as Epidemiology, Compliance, Hotline and Field.

C.2. OBJECTIVE

To obtain analysis, design, and programming services to enhance the CPSC's Commission Information System (CIS) applications and run applications on the agency local area network to be utilized by CPSC headquarters and field staff.

C.3. STATEMENT OF WORK

- a. Independently, and not as an agent of the Government, the Contractor shall furnish all necessary personnel, materials, services, and facilities to perform the work set forth below; except as provided in H.1., GOVERNMENT FURNISHED MATERIALS/EQUIPMENT.
- b. The Contractor shall perform the following tasks for the Commission Information System applications:
 - (1) TASK 1 - Develop a new client/server application in PowerBuilder 6.0 and Sybase to track Office of the Secretary (OS) Freedom of Information Act (FOIA) requests. The current OS production system is a dBASE III application. OS has a 48-field table of information for tracking FOIA requests, some data is keyed while other data is generated from look-up tables. The Contractor shall program the new application to include the same data fields as the current system and to generate reports for users as listed below.

Data Fields

Log id
FOIA id
Log date
Last name
State
Product code
Technician
How recorded
Brand type
Assign to
Acknowledge date
Type request
Difficulty
Close date
How answered
Search description
Text
Assigned by
Request number
Name prefix
Last name
First name
Requestor firm
Address line1
Address line2
City
State

Zip
Phone
Request date
Login date
Enter date
Enter user id
Requestor type
Request type
Subject
Product code
Difficulty
Assigned user
Assigned date
Closed date
Appeal date
Appeal result
Notes
Last status
Last status date
Last notice firm
Last notice date

Reports

All Open Requests
Requests Completed
Open Requests in General Counsel
Open Requests Assigned to Specialists
Close Requests
Appeal Results
Request Result
Request Controlled to Other
Offices/Directorates
List of Past Due Fees

The Contractor shall meet with the users to gather requirements; design Sybase database structures, triggers, stored procedures, and PowerBuilder source code; and devise a plan to implement the new application. The Contractor shall submit a written plan to the CPSC Project Officer on how the new application will be implemented and obtain the Project Officer's written approval of the plan before implementing the application. The Contractor shall store code and executables and database procedures in electronic format on CPSC's system for this application. Upon completion of this task, the Contractor shall provide to the CPSC Project Officer written user and system documentation for this application.

- (2) TASK 2 - Add user display option to National Electronic Information Surveillance System (NEISS) online Epidemiology Retrieval System (EPIR) for special study data. If a NEISS record has special study data, the online screen will display a "special study" button. If the "special study" button is selected, associated special study data is displayed with the NEISS record. Current NEISS reports do not reflect whether a case participated in a special study. EPIR allows ad hoc reports to be generated on the user's PC (on-line) or in batch mode. Data accessible via EPIR includes NEISS hospital emergency room cases, in-depth investigations (INDP) conducted by CPSC, death certificates obtained from states, injury or potential injury incident (IPII) reports (Hotline calls, news articles, etc.), and Children & Poisoning (CAP) data. The Contractor shall analyze Sybase database structures, triggers, stored procedures, and PowerBuilder source code; and devise a plan to implement required changes. The Contractor shall submit a written plan to the CPSC Project Officer on how the changes will be implemented and obtain the Project Officer's written approval of the plan before implementing the required changes. The Contractor shall store code and executables and database procedures in electronic format on CPSC's system for this option. Upon completion of this task, the Contractor shall provide to the CPSC Project Officer written user and system documentation for this option.
- (3) TASK 3 - Develop application in PowerBuilder 6.0 and Sybase to track NEISS participating hospital PCs by hospital identification number and CPSC property number. The Contractor shall program the application to track the location of all NEISS hospital PCs on a ship in and ship out basis and to generate several inventory reports, maximum of four basic reports, to provide location and status of all PCs. The Contractor shall meet with the users to gather requirements; design Sybase database structures, triggers, stored procedures, and PowerBuilder source code; and devise a plan to implement the new application. The Contractor shall submit a written plan to the CPSC Project Officer on how the changes will be implemented and obtain the Project Officer's written approval of the plan before implementing the new application. The Contractor shall store code and executables and database procedures in electronic format on

CPSC's system for this application. Upon completion of this task, the Contractor shall provide to the CPSC Project Officer written user and system documentation for this application.

- (4) TASK 4 - Implement a second purged comment field for NEISS so that the Clearinghouse does not have to manually purge sensitive data from the comments in NEISS reports. The original NEISS comment field will contain sensitive information required for hazard analysis work. The Contractor shall modify Headquarters Quality Control (EPID), NEISS Data Collection (EPHQ), and Epidemiology Retrieval System (EPIR) and add a facility for analysts to enter a second comment for non-sensitive data. The second purged comment field will omit any sensitive data. The Contractor shall meet with the users to gather requirements; analyze Sybase database structures, triggers, stored procedures, and PowerBuilder source code; and devise a plan to implement required changes. The Contractor shall submit a written plan to the CPSC Project Officer on how the changes will be implemented and obtain the Project Officer's written approval of the plan before implementing the required changes. The Contractor shall store code and executables and database procedures in electronic format on CPSC's system for this application. Upon completion of this task, the Contractor shall provide to the CPSC Project Officer written user and system documentation for this application.
- (5) TASK 5 - Integrate Epidemiology and Field assignment modules to automate transfer of in-depth investigation assignment information from the Epidemiology system to the Field system; and automate the transfer of assignment status information from the Field system to the Epidemiology system. This capability will provide electronic assignment and reporting of in-depth investigations for Field staff. The Contractor shall meet with users to discuss required changes (see requirements in attachment); analyze Sybase database structures, triggers, stored procedures, and PowerBuilder source code; and devise a plan to implement required changes. The Contractor shall submit a written plan to the CPSC Project Officer on how the changes will be implemented and obtain the Project Officer's written approval of the plan before implementing the required changes. The Contractor shall store code and executables and database procedures in electronic format on CPSC's

system for this application. Upon completion of this task, the Contractor shall provide to the CPSC Project Officer written user and system documentation for this application.

- (6) TASK 6 - Integrate Lotus cc:Mail e-mail software with Compliance Section 15 application. This linkage will permit the Compliance application to use cc:Mail mailing lists for e-mailing the Section 15 Daily News report to authorized system users. The Contractor shall meet with users to discuss required changes; analyze Sybase database structures, triggers, stored procedures, cc:Mail, and PowerBuilder source code; and devise a plan to implement required changes. The Contractor shall submit a written plan to the CPSC Project Officer on how the changes will be implemented and obtain the Project Officer's written approval of the plan before implementing the required changes. The Contractor shall store code and executables and database procedures in electronic format on CPSC's system for this application. Upon completion of this task, the Contractor shall provide to the CPSC Project Officer written user and system documentation for this application.
- (7) TASK 7 - Develop and integrate stored procedures and user table maintenance functions to the Office of the General Counsel (OGC) Tracking and RoomPlanner applications. These functions will ensure database integrity and security by limiting update access to authorized application programs only. The Contractor shall meet with the CPSC application programmer to discuss required changes; analyze Sybase database structures, triggers, stored procedures, and PowerBuilder source code; and devise a plan to implement required changes. The Contractor shall submit a written plan to the CPSC Project Officer on how the changes will be implemented and obtain the Project Officer's written approval of the plan before implementing the required changes. The Contractor shall store code and executables and database procedures in electronic format on CPSC's system for this application. Upon completion of this task, the Contractor shall provide to the CPSC Project Officer written user and system documentation for this application.

(8) TASK 8 - Integrate Commission Information System (CIS) Global Firm Table application with the Epidemiology and Field applications. The firm table is the master table for online data searching and information display. This linkage will ensure uniformity of data access and retrieval for the Compliance, Field and Epidemiology applications and improve cross-database searching for agency staff. The Contractor shall meet with users to discuss required changes; analyze Sybase database structures, triggers, stored procedures, and PowerBuilder source code; and devise a plan to implement required changes. The Contractor shall submit a written plan to the CPSC Project Officer on how the changes will be implemented and obtain the Project Officer's written approval of the plan before implementing the required changes. The Contractor shall store code and executables and database procedures in electronic format on CPSC's system for this application. Upon completion of this task, the Contractor shall provide to the CPSC Project Officer written user and system documentation for this application.

c. For all tasks, the database, triggers, stored procedures and PowerBuilder programs will be tested by the CPSC Project Officer before acceptance. The Contractor shall make corrections, if any, to the system applications within ten (10) working days after being informed by the Project Officer of the required corrections.

d. The Contractor may perform work at the Government's site and at the Contractor's site as feasible. All work that has to be performed at the Government's site, located at 4330 East West Highway in Bethesda, Maryland, shall be performed between the hours of 8 AM and 5 PM, weekends and Federal holidays excluded. Federal Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day

Christmas Day
Inauguration Day

and any other days designated as Federal Holidays.

e. General Requirements

- (1) The Contractor shall assign qualified and trained employees to perform the services under this contract.
- (2) The Contractor employees shall exercise reasonable standards of employee competency, conduct, and integrity. The Contractor shall be responsible for taking such disciplinary action with respect to its employees as may be necessary to maintain such standards.
- (3) The Contractor employees' attire on government premises must be presentable and appropriate for the work to be performed, i.e. clean, untornd clothing; no tee-shirts or shorts; and shall exercise good personal hygiene.
- (4) The Contractor employees must conduct themselves in a courteous manner with speech free of profanities. The employees shall not loiter, sleep, horseplay, or indulge in the use of alcohol or controlled substances while assigned to the Government's business.
- (5) The Contractor employees shall limit the use of Government property to official Government business.
- (6) The CPSC Project Officer may reject at any time Contractor employees who are not presentable in appearance and/or conduct, or deemed unsuitable by the Government.

C.4. REPORTING REQUIREMENTS

The Contractor shall submit the following reports (with the exception of the oral report) to the Project Officer, with a copy of the cover letter to the Contracting Officer:

a. Oral Reports (weekly):

- (1) Format:

Telephone call or meeting

- (2) Content:
 - (a) major accomplishments and progress
 - (b) description of any problems encountered
 - (c) work plan for next two weeks
- b. Written Status Reports (monthly):
 - (1) Format:
 - (a) letter format
 - (b) typewritten and reproducible
 - (c) white bond paper
 - (2) Content:
 - (a) major accomplishments and progress
 - (b) description of any problems encountered
 - (c) work plan for next month
 - (d) the contract pursuant to which the report is prepared
 - (e) the name of the Contractor preparing the report pursuant to such contract
- c. Written Final Report (contract conclusion):
 - (1) Format:
 - (a) letter format
 - (b) typewritten and reproducible
 - (c) white bond paper and 3 1/2" Word diskette
 - (2) Content:
 - (a) overview of final/completed project
 - (b) major accomplishments
 - (c) description of unresolved problems
 - (d) recommendations for future enhancement to system
 - (e) copies of code
 - (f) the contract pursuant to which the report is prepared
 - (g) the name of the Contractor preparing the report pursuant to such contract

SECTION D - Packaging and Marking

D.1. PACKAGING AND MARKING

All materials to be delivered shall be packaged and marked in accordance with the Contractor's best commercial

practice in order to guarantee delivery undamaged to final destination. In addition to normal markings, the contract number shall be cited on the outside package.

SECTION E - Inspection and Acceptance

E.1. INSPECTION AND ACCEPTANCE

- a. All materials submitted for approval will be reviewed by the Project Officer within five (5) working days after date of receipt.
- b. Acceptance/rejection will be transmitted to the Contractor by the Project Officer, in writing, within five (5) working days after date of receipt.
- c. Acceptance/rejection will be based on conformance with C.3., STATEMENT OF WORK, and C.4., REPORTING REQUIREMENTS.

SECTION F - Deliveries or Performance

F.1. PERIOD OF PERFORMANCE

Performance of work shall begin on the effective date of this contract and shall not extend beyond November 9, 1999. The period includes submission of the final report.

F.2. DELIVERY OR PERFORMANCE

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

<u>ITEM</u>	<u>QUANTITY</u>	<u>DELIVERY OR PERFORMANCE</u>
<u>TASK 1</u>		
a. Implement application for client/server FOIA request tracking upon approval of the written plan by the CPSC Project Officer; store code and executables and database procedures; and submit written user and system documentation for this application (See Section C.3.b.(1))	1 copy of documentation	No later than 1/15/99

TASK 2

- | | | |
|--|---------------------------------|--------------------------|
| b. Implement option to display special study data in NEISS retrievals (EPIR module) upon approval of the written plan by the CPSC Project Officer; store code and executables and database procedures; and submit written user and system documentation for this option
(See Section C.3.b.(2)) | 1 copy
of docu-
mentation | No later than
3/15/99 |
|--|---------------------------------|--------------------------|

TASK 3

- | | | |
|---|---------------------------------|--------------------------|
| c. Implement application for Epidemiology PC tracking system upon approval of the written plan by the CPSC Project Officer; store code and executables, and database procedures; and submit written user and system documentation for this application
(See Section C.3.b.(3)) | 1 copy
of docu-
mentation | No later than
5/31/99 |
|---|---------------------------------|--------------------------|

TASK 4

- | | | |
|--|---------------------------------|--------------------------|
| d. Implement a second purged comment for NEISS upon approval of the written plan by the CPSC Project Officer; store code and executables and database procedures; and submit written user and system documentation for this application
(See Section C.3.b.(4)) | 1 copy
of docu-
mentation | No later than
7/31/99 |
|--|---------------------------------|--------------------------|

TASK 5

- | | | |
|--|---------------------------------|--------------------------|
| e. Implement integration of Epidemiology and Field assignment modules upon approval of the written plan by the CPSC Project Officer; | 1 copy
of docu-
mentation | No later than
9/30/99 |
|--|---------------------------------|--------------------------|

store code and executables and database procedures; and submit written user and system documentation for this application
(See Section C.3.b.(5))

TASK 6

- | | | |
|--|---------------------------------|--------------------------|
| f. Integrate cc:mail with Compliance database Daily News application upon approval of the written plan by the CPSC Project Officer; store code and executables and database procedures; and submit written user and system documentation for this application
(See Section C.3.b.(6)) | 1 copy
of docu-
mentation | No later than
9/30/99 |
|--|---------------------------------|--------------------------|

TASK 7

- | | | |
|--|---------------------------------|---------------------------|
| g. Develop and integrate stored procedures and user table functions to OGC Tracking and RoomPlanner applications upon approval of the written plan by the CPSC Project Officer; store code and executables and database procedures; and submit written user and system documentation for this application
(See Section C.3.b.(7)) | 1 copy
of docu-
mentation | No later than
10/30/99 |
|--|---------------------------------|---------------------------|

TASK 8

- | | | |
|--|---------------------------------|---------------------------|
| h. Integrate Commission Information System Global Firm Table application with the Epidemiology and Field applications upon approval of the written plan by the | 1 copy
of docu-
mentation | No later than
11/09/99 |
|--|---------------------------------|---------------------------|

CPSC Project Officer;
store code and
executables and database
procedures; and submit
written user and system
documentation for this
application
(See Section C.3.b.(8))

- | | | |
|---|--|--|
| i. Provide Oral Reports
(See Section C.4.a.) | | Every 7 days
after beginning
first task |
| j. Submit Written Status
Reports
(See Section C.4.b.) | 1 original | Every 30 days
after beginning
first task |
| k. Submit Written Final
Report
(See Section C.4.c.) | 1 original
& 3 1/2
Word diskette | No later than
11/09/99 |

F.3. PLACE OF DELIVERY OR PERFORMANCE

- a. The Contractor shall perform tasks at the Government's site and/or at the Contractor's site as appropriate.
- b. Place of delivery or performance for the Government's site is as follows:

U.S. Consumer Product Safety Commission
Division of Information Systems
4330 East West Highway, Room 506
Bethesda, Maryland 20814-4408
Attn: John Clements
Project Officer

F.4. STOP-WORK ORDER

This contract incorporates the following clause by reference, with the same force and effect as if set forth in full text. Upon request, the Contracting Officer will make its full text available or the Contractor may access the full text electronically at: <http://www.arnet.gov/far>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
CLAUSE: 52.242-15, Stop-Work Order (August 1989)

SECTION G - Contract Administration Data

G.1. CONSIDERATION

As consideration for its satisfactory performance, the Contractor will be paid in accordance with the price schedule on pages 2 and 3 of this contract for completing each task as specified herein. The total contract amount shall not exceed \$200,000.00.

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

The Contractor may submit an invoice after completion of each task.

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

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

G.3. BILLING INSTRUCTIONS

- a. Pursuant to the Prompt Payment Act (P.L. 97-177), all Federal Agencies are required to pay their bills on time, pay interest penalties when payments are made

late, and to take discounts only when payments are made within the discount period.

- b. To assure compliance with the Act, vouchers and/or invoices shall be submitted on Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, and Continuation Form 1035 (or any acceptable form of the Contractor's choosing) in ORIGINAL AND FOUR (4) copies after completion of each task. 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.
 - (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, Division of Financial Services, upon request of the Contractor.

G.4. METHOD OF PAYMENT

Payments by the Government under this contract will be made by check or electronic funds transfer (EFT) at the option of the Government.

G.5. WITHHOLDING OF CONTRACT PAYMENT

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

G.6. PROJECT OFFICER DESIGNATION

John Clements, of the Commission's Division of Information Systems, has been designated as the Government's Project Officer for this contract. This individual may be reached on (301) 504-0445, ext. 1111.

a. The Project Officer is responsible for:

- (1) Monitoring the Contractor's technical progress, including surveillance and assessment of performance, and notifying the Contracting Officer within one week when deliverables (including reports) are not on schedule in accordance with Section F.2., DELIVERY OR PERFORMANCE.
- (2) Performing technical evaluation as required, assisting the Contractor in the resolution of technical problems encountered during performance; and

- (3) Inspection and acceptance of all items required by the contract.
- b. The Project Officer is not authorized to and shall not:
 - (1) Make changes in scope of work, contract schedules and/or specifications;
 - (2) Direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and
 - (3) Take any action that commits the Government or could lead to a claim against the Government.

G.7. KEY PERSONNEL

- a. The Contractor has identified the following individuals as key personnel for performance under this contract:

<u>NAME</u>	<u>TITLE</u>
Vinh Q. Nguyen	Task Manager
Joey Phounsavath	Senior Programmer

- b. The personnel specified above 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.

SECTION H - Special Contract Requirements

H.1. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

- a. While the Contractor is performing work at the Government's site, the Government will furnish to the Contractor for use in connection with this contract the materials/equipment set forth below:

- (1) Computer equipment (network PC's)
 - (2) Office space (desks and chairs)
 - (3) All necessary computer software (Powerbuilder, Sybase, etc.) and access to databases
- b. All materials provided hereunder are for exclusive use in performance of this contract. Any such material not expended in performance of this contract shall be returned to CPSC upon completion of the contract.
- c. All other materials/equipment required in the performance of this contract shall be furnished by the Contractor.

H.2. BACKGROUND SECURITY CHECKS FOR CONTRACTOR EMPLOYEES

- a. All Contractor employees to be utilized for performance under this contract may be subjected to a National Agency Check and Inquiry (NACI). These background checks will be performed at the Government's expense. The CPSC contact point for these checks is Betty Fees, CPSC Security Specialist. Ms. Fees can be reached at (301) 504-0660, ext. 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 accepting this contract, the Contractor certifies none of the employees who will be assigned to perform work under this contract has been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.
- f. The Contractor agrees 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 under this 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.

H.3. INSURANCE

In accordance with the Federal Acquisition Regulation (FAR) 28.301 and 28.307-2, and Clause 52.228-5 of this contract entitled "Insurance--Work on a Government Installation, Jan 1997," the Contractor shall at its own expense provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance set forth below:

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

H.4. CPSC SMOKE-FREE POLICY

- a. All Contractor employees working on-site at CPSC under this contract shall comply with the Commission's smoke free policy which became effective July 6, 1993.
- b. This policy prohibits smoking in all CPSC-owned and leased space, both headquarters and field offices, in order to protect the health and comfort of employees and guests. This includes the East West Towers Building in Bethesda, Maryland.
- c. Failure by the Contractor's employees to comply with the terms of this clause may be treated as a default pursuant to the terms of this contract and could result in termination of the contract for default.

H.5. SEAT BELT USE

In an effort to reduce deaths and injuries resulting from motor vehicle accidents, Executive Order 13043 was issued on April 16, 1997 which requires Federal employees to use seat belts while on official business. The Executive Order also encourages federal contractors, subcontractors, and grantees to adopt and enforce on-the-job seat belt policies and programs for their employees when operating Government-owned or leased vehicles, company-owned, rented, or personally owned vehicles.

PART II - CONTRACT CLAUSES

SECTION I - Contract Clauses

I.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 their full text available or the Contractor may access the full text of a clause electronically at this address: <http://www.arnet.gov/far>.

Clause	Title	Date
52.202-1	Definitions	October 1995
52.203-3	Gratuities	April 1984
52.203-5	Covenant Against Contingent Fees	April 1984

52.232-33	Mandatory Information for Electronic Funds Transfer Payment	August 1996
52.233-1	Disputes Alternate I	December 1998 December 1991
52.233-3	Protest after Award	August 1996
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	April 1984
52.239-1	Privacy or Security Safeguards	August 1996
52.242-13	Bankruptcy	July 1995
52.243-1	Changes-Fixed Price Alternate I	August 1987 April 1984
52.245-2	Government Property (Fixed-Price Contracts) Alternate I	December 1989 April 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price)	September 1996
52.249-8	Default (Fixed-Price Supply and Service)	April 1984

The following clauses are incorporated in full text:

I.2. SECTION 8(a) DIRECT AWARD

- a. This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Consumer Product Safety Commission (CPSC). SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

Washington District Office
1110 Vermont Avenue, NW, 9th Floor
Washington, DC 20043-4500

b. The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

c. The Contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a) (21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

I.3. YEAR 2000 WARRANTY

The Contractor warrants that any software delivered or developed under this contract shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions for the software, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the Contractor in writing

within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

I.4. DISCLOSURE OF INFORMATION

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

"This project (study) (report) has been (partially) funded with federal funds from the United States Consumer Product Safety Commission under contract number CPSC-C-99-1149. 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.5. HANDLING OF CONFIDENTIAL INFORMATION

- a. If the Contractor obtains confidential business information about any company in connection with performance of this contract, either from the CPSC or from the other company itself, the Contractor agrees that it will hold the information in confidence and not disclose it either to anyone outside the CPSC or to any Contractor employee not involved in performance of this contract.
- b. At the completion of performance of this contract, the Contractor shall return any confidential information, obtained as described above, either to its owner or to the CPSC. No such information shall be retained by the

Contractor. Furthermore, the Contractor agrees not to use any such confidential business information for any purpose other than performance of this contract.

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

I.6. ORGANIZATIONAL CONFLICTS OF INTEREST

- a. Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased in the performance of this contract because of past, present, or currently planned interests (financial, contractual, organizational, or otherwise, which relate to the work under this contract), and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance under this contract.
- b. Scope. This clause shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as the "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity.
- c. The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts which could give rise to an organizational conflict of interest, or that the Contractor has disclosed to the Contracting Officer all relevant information pertaining to such a conflict of interest.
- d. If the Contractor is aware of an organizational conflict of interest with respect to this contract before receiving award of this contract, but does not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.
- e. Duty to disclose conflicts discovered after award. The Contractor agrees that if, after award, it discovers an organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure to the Contracting Officer, including a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflict. The CPSC may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

- f. Remedies. For nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default or convenience, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- g. Waiver. The Contractor's request for waiver or modification under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver or modification and the reasons in the support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver or modification in writing.

I.7. RESTRICTIONS ON USE OF INFORMATION

- a. If the Contractor, in the performance of this contract, obtains access to information such as CPSC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public; (b) compete for work for the CPSC based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first; (c) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and (d) release such information unless such information has previously been released or otherwise made available to the public by CPSC.
- b. In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.
- c. The Contractor shall have, subject to patent, data, and security provisions of this contract, the right to use technical data it first produces under this contract

for its private purpose provided that, as of the date of such use, all reporting requirements of this contract have been met.

- d. Restrictions on subcontracts. The Contractor shall include this clause, including this paragraph, in subcontracts of any tier which involve access to the type of information specified in paragraph a. of this clause. The terms "contract," "Contractor," and "Contracting Officer" shall be appropriately modified in such subcontracts to impose the same restrictions on subcontractors as this clause imposes on the Contractor.
- e. Remedies. For breach of any of the above restrictions, the Government may terminate the contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- f. Waiver. Contractor's request for waiver or modification under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver or modification and the reasons in the support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver or modification in writing.

I.8. CONTRACTOR USE OF CPSC ADP RESOURCES

As identified in Section H.1., GOVERNMENT FURNISHED MATERIALS/EQUIPMENT, the Contractor is to be furnished certain CPSC ADP resources. Access will be granted to Contractor employees from time to time during contract performance and will be limited to those Contractor employees specified in advance. In addition, the use of CPSC ADP facilities, equipment or other resources by Contractor personnel shall be limited to performance of the work described in the contract.

I.9. AUDIT AND EXAMINATION OF RECORDS BY CPSC/COMPTROLLER GENERAL

In compliance with the Consumer Product Safety Act, Section 27(i)(2), the Contractor is hereby notified that the Commission and the Comptroller General of the United States, or their duly authorized representatives, shall have access for the purpose of audit and examination to any books, documents, papers, and records of the

recipients that are pertinent to the grants or contracts entered into under this Act under other than competitive bidding procedures.

I.10. PRIVACY ACT

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

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

SECTION J - List of Attachments

EPHQ/IFS Integration - EHDS Requirements (for Task 5), 8 pages