

<b>AWARD / CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1	OF PAGES 43
2. CONTRACT (Proc. Inst. Ident.) NO. CPSC-C-99-1150		3. EFFECTIVE DATE 24 NOV 1998	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 98-1165		
5. ISSUED BY US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408 JOYCE LAWN B02		CODE CPSC	8. ADMINISTERED BY (If other than Item 5) JOYCE LAWN (301) 504-0444 EXT. 1148		CODE JL

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, County, State and Zip Code) Macro International Inc. 126 College Street Burlington VT 05401		Vendor ID: 00019034 DUNS: CEC: Cage Code: TIN: 52-0955232	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:	

CODE	FACILITY CODE	12. PAYMENT WILL BE MADE BY	
11. SHIP TO/MARK FOR CONSUMER PRODUCT SAFETY COMM. DIRECTORATE FOR ECONOMIC ANALYSIS 4330 EAST WEST HIGHWAY ROOM 723 BETHESDA, MD 20814-4408	CODE EC390	CONSUMER PRODUCT SAFETY COMM ACCT OFFICER DIV OF FIN MGMT ROOM 522 WASHINGTON, DC 20207	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C 2304(c) <input type="checkbox"/> 41 U.S.C 253(c)	14. ACCOUNTING AND APPROPRIATION DATA 99 2 390 14125 25.27
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15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
0001	QUICK RESPONSE CONTRACT FOR SURVEY SUPPORT  The Contractor's proposal dated 7-20-98, and as amended 8-19-98 is incorporated by reference.	1	Lt	5,000.00	5,000.00
					Incremental funding in the amount of \$5,000.00 is being provided at this time. Additional funding will be provided as tasks are issued.

Type of Contract: Firm Fixed Price, Indefinite 15G. TOTAL AMOUNT OF CONTRACT US\$ 5,000.00

Quantities				16. TABLE OF CONTENTS			
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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 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and 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) GREG N. MAHNKE, VP	20A. NAME OF CONTRACTING OFFICER ROBERT J FROST (301) 504-0444
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
19C. DATE SIGNED 11-20-98	20C. DATE SIGNED 11/24/98

PART I - THE SCHEDULE

SECTION A - SOLICITATION/CONTRACT FORM

SECTION B - SUPPLIES/SERVICES AND PRICES/COSTS

- B.1. Description of Services
- B.2. Contract Type

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

- C.1. Background Information
- C.2. Objectives
- C.3. Statement of Work
- C.4. Reporting Requirements

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SECTION E - INSPECTION AND ACCEPTANCE

- E.1. Acceptance of Deliverables

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- F.1. Period of Performance
- F.2. Delivery or Performance
- F.3. Place of Delivery or Performance
- F.4. Stop-Work Order

SECTION G - CONTRACT ADMINISTRATION DATA

- G.1. Consideration
- G.2. Payment
- G.3. Partial Payments
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- G.7. Project Officer Designation
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SECTION H - SPECIAL CONTRACT REQUIREMENTS

- H.1. Government Furnished Materials/Equipment
- H.2. Negotiated Rates
- H.3. Drug-Free Workplace
- H.4. Disclosure of Lobbying Activities
- H.5. Metrication Statement

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

- I.1. Clauses Incorporated by Reference
- I.2. Disclosure of Information
- I.3. Handling of Confidential Information
- I.4. Rights in Data
- I.5. Reports - Protection of Personal and Proprietary Rights
- I.6. Public Information
- I.7. Option to Extend the Term of the Contract
- I.8. Indefinite Quantities
- I.9. Organizational Conflicts of Interest - This Procurement
- I.10. Organizational Conflicts of Interest
- I.11. Protest After Award (Fixed Price)
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PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- A. Disclosure of Lobbying Activities,
- B. Standard Form LLL, 1 page

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

### B.1. DESCRIPTION OF SERVICES

The proposed procurement is for survey support for the Directorate for Economic Analysis

### B.2. CONTRACT TYPE

This contract is an indefinite quantity, fixed price task order contract for survey support.

## SECTION C - Description/Specifications/Work Statement

### C.1. BACKGROUND INFORMATION

a. The Consumer Product Safety Commission (CPSC) has established ongoing data collection systems such as the National Electronic Injury Surveillance System (NEISS) and the death certificate project, which provide timely epidemiological data to reflect the scope and magnitude of product injury problems as well as the accident causation. However, for the measurement of other important factors associated with product injury, such as product exposure for risk analysis and consumer attitudes and behavioral patterns toward consumer products, the Commission must turn to ad hoc collection efforts. These data needs cover a multitude of different areas, and the procedures that are to be developed must be timely, flexible, and cost effective.

b. The mission and jurisdiction of CPSC are extensive. The Commission has jurisdiction over an indefinite number of products which can involve a multitude of hazard patterns and a number of different types of outcomes (type of injury/fatality), each of which are influenced by a large number of other factors, such as environmental, physiological, and psychological. To meet these needs, this contract requires the Contractor to plan and conduct surveys of American households. Meeting these types of data needs is further complicated by the fact that these needs must sometimes be met in relatively short time periods.

### C.2. OBJECTIVES

The objective of this contract is to obtain the services of a Contractor with the capabilities to design survey questionnaires, review materials to be submitted for OMB clearance of surveys, design and conduct mail-out surveys, conduct national probability and area probability surveys,

perform ad hoc telephone or field interviews, computerize, edit and tabulate data, and analyze survey results in support of CPSC's mission.

### C.3. STATEMENT OF WORK

- a. Independently, and not as an agent of the U.S. Government, the Contractor on a Firm Fixed Price Task Order basis shall furnish all necessary personnel, materials, services and facilities except as specified in individual Task Orders and in the Section H.1., "GOVERNMENT FURNISHED MATERIALS/EQUIPMENT", to perform the work set forth below:
- (1) The Contractor shall attend at least two (2) meetings with the CPSC Project Officer at CPSC Headquarters during the period of this contract. There will be (1) orientation meeting within one week after the effective date of the contract and a debriefing meeting upon completion of the contract. CPSC will give reasonable advance notice of the meetings.
  - (2) In some cases under this contract the only required task may be that of preparing materials for OMB clearance. In other cases, interviews may be required using questionnaires and list of potential respondents prepared by CPSC. In a complex task the Contractor may be required to design a sample; to develop and pretest a survey questionnaire; prepare materials for OMB clearance; conduct a random-digit dialing, mail or face to face survey; and analyze the results of the survey.
  - (3) Tasks may be divided into several phases, since performance of a phase may be contingent on the outcome of a prior phase. The Contractor shall only submit invoices for phases as negotiated and authorized by CPSC.
  - (4) The Contractor shall furnish CPSC a minimum of 70 percent net completion rate (with an 80 percent minimum completion rate for the screener) to any random digit dialing survey. The Contractor shall implement follow-up procedures for non-respondents if the survey results in less than the 70 percent completion rate. The Contractor shall conduct all follow-up survey procedures at no additional cost to the Government (CPSC) and these costs shall be included in the Contractor's original negotiated price of any particular task. Included among the

non-respondents are refusals, respondents the Contractor was unable to contact, incomplete responses, and respondents with communications difficulties. The Contractor shall allow CPSC to monitor telephone interviews either at the Contractor's facilities or via telephone hookups with the consent of the person being interviewed.

- (5) The Contractor shall edit the survey data for validity and internal consistency, enter the data onto computer tape and perform an edit check of the tape for internal consistency of the data. The Contractor shall provide CPSC with a draft and final version of a written description of the tape record layout and editing procedures. Data shall be provided in SAS data sets on floppy disks, unless otherwise specified by the CPSC Project Officer.
- (6) The Contractor shall, if required by the task, provide a draft survey or interview questionnaire and draft survey screener.
- (7) The Contractor shall, if required by the task, provide a final survey or interview questionnaire and final screener.
- (8) The Contractor shall if required by the task, provide a table of survey interviews and non-responses as follows:
  - (a) Number of persons whom Contractor attempted to contact
  - (b) Number of interviews conducted
  - (c) Number of refusals
  - (d) Number of persons unable to contact because
    - (1) Not a working telephone number
    - (2) No telephone number available
    - (3) No answer after repeated calls
    - (4) Other (to be specified by Contractor)
- (9) The Contractor shall, if required by the task, prepare formatted data printouts, frequency distributions, two- or three-way cross-tabulations, graphs, tables and conduct appropriate statistical tests, including tests of complex samples which require specialized software packages such as SUDAAN or WESTVAR.
- (10) The Contractor shall if required by the task, provide specialized statistical or econometric

assistance on non-survey related matters.

(11) The Contractor shall, if required by the task, analyze the survey data. Analysis may include comparisons between the characteristics of U.S. households where an individual has been injured using a product. These characteristics may include a broad range of demographic characteristics, such as age, income, urban/rural status, and region. They may also include various measures of exposure to products, such as hours used per year, types of behavior, such as riding a bicycle at night, and product characteristics.

(12) The Contractor shall, if required by the task, review and comment on the CPSC generated final report of survey findings. This review, which would be required as part of a task, could take place up to 12 months after completion of other deliverable items on a particular task.

b. All data, surveys, reviews, and other information developed by the Contractor shall be considered as confidential information compiled for statistical purposes, and shall be the property of the United States Government. Because material developed under this contract may be involved with law enforcement activities, the Contractor shall maintain all records in strict confidence, as specified in section I.2. "DISCLOSURE OF INFORMATION," reporting only to the CPSC Project Officer or such other persons as may be authorized by the CPSC Contracting Officer.

c. The Contractor shall not be an importer, distributor, or manufacturer of consumer products subject to the jurisdiction of the laws administered by the CPSC, nor shall it have contractual obligations or substantial ongoing business with importers, manufacturers, or distributors of products under CPSC's jurisdictions.

d. Required Capabilities

(1) The Contractor shall have the capability to: 1) develop sample designs for surveys; 2) design survey questionnaires; 3) develop and review materials for OMB clearance for surveys; 4) conduct national and area probability surveys; 5) perform telephone, mail surveys, or field interviews; 6) computerize, edit, and tabulate data; and 7) analyze survey results. The Contractor shall maintain mail facilities and a telephone interview survey capability to provide a

quick response to data needs on consumer attitudes, behavior, product use, and product exposure. The data may be needed for a specific hazard project, corrective actions for hazardous products, such as negotiation with manufacturers, or for other CPSC missions such as notification and repair, replacement or refunds. The Contractor may subcontract work, e.g., analysis of survey results or field interviews.

- (2) The Commission may require statistically valid national estimates for its analyses (e.g., number of products in use). Such situations may call for national probability samples. The Contractor shall have the capability to conduct such national probability samples by random-digit dialing methods. The Sudman method (based on random selection from phone books) of conducting random-digit dialing surveys is unacceptable for the purposes of the contract. The Contractor shall have the capability of conducting list-assisted as well as two stage cluster sampling random-digit dialing surveys. The Contractor shall have the capability of using omnibus probability surveys to conduct very short "screener" surveys (four or fewer questions ) for follow-up by mail questionnaires. The Contractor shall have the capability of conducting localized telephone or field probability samples, e.g., by census region or by metropolitan area.
- (3) The Contractor shall have the expertise to design survey instruments and questionnaires based on sample questions provided by CPSC staff and discussions with CPSC staff. After a draft instrument is developed, the Contractor may be required to conduct a pretest and make recommendations for refinements in the draft instrument. All survey instruments shall be approved by CPSC.
- (4) The Contractor shall be capable of reviewing justifications for Office of Management and Budget (OMB) clearance in the event that the survey needed by the CPSC requires OMB clearance. Section 15 related surveys and injury interviews covered by the blanket CPSC National Electronic Injury Surveillance System (NEISS) clearance do not require clearance.
- (5) The Contractor shall be capable of conducting telephone, mail or field interviews. Possible

interviewees may include manufacturers, health care personnel, non-profit organizations, injury victims, and owners or users of specific products.

(6) The Contractor shall have available for this contract the necessary telephone equipment and sampling methodology to conduct a statistically valid probability survey by random-digit dialing methods. The Contractor shall also have the computer programmers, computer software, computer equipment and facilities to conduct interviews using computer-assisted telephone interviewing (CATI) techniques, including specialized software for control of random-digit-dialing probability samples. Such software shall provide for tracking results of all attempts to contact respondents and provide CPSC with a response rate based on all attempts to contact.

(7) The Contractor shall have available for this contract personnel to conduct mail surveys, telephone interviews, field interviews, field inspections, and pretests (with nine or fewer respondents) of draft survey instruments. These interviews may use a highly structured survey questionnaire, an open-ended format (e.g., focus panels), or some combination (structured questionnaire with some open-ended responses).

e. TASK ORDER ASSIGNMENTS - Individual Task Order Assignments will be initiated by the CPSC Project Officer and will be forwarded in writing to the Contractor by the CPSC Contracting Officer. The written Task Orders will be consecutively numbered and will include the following data:

- (1) Reference to contract number and contract provisions
- (2) Task number
- (3) Statement of the problem and task objective
- (4) Delivery schedule

f. SCHEDULE OF PERFORMANCE

(1) Schedule of Performance - Upon receipt of a proposed Task Order from the CPSC Contracting Officer, the Contractor shall provide the required services in the following phases:

- (a) Phase I. Within one week after receipt of the proposed Task Order, the Contractor shall prepare and submit a plan, schedule and a

total firm fixed price as specified in the Section C.4.a. "REPORTING REQUIREMENTS," to the Contracting Officer. The plan shall include the objective, scope, methodology, equipment and facilities required. The price shall include the number of person-hours for each of the levels of skill required, the names of the professionals assigned to the task, and other costs, including subcontractor quotes (if applicable), required to complete the task, in accordance with the section H.2, "NEGOTIATED RATES."

Any costs for preparing the plan, schedule and total price estimate for potential task orders shall be included in the Contractor's current indirect cost rates in accordance with the Contractor's cost accounting system. The Government will not pay for costs associated with preparation of the plan, schedule and total price estimate for potential task orders as separate and independent direct costs..

- (b) Phase II. Within one week after the Project Officer's receipt and approval of the plan, the CPSC Contracting Officer shall negotiate a firm fixed price Task Order with the Contractor. The Contractor shall not proceed with any work until receipt of a finalized Task Order signed by the Contracting Officer. The Contractor shall then proceed with and complete the requirements in accordance with the negotiated Task Order.
- (c) Phase III. For all tasks issued, within 24 hours after completion of the work for each task set forth in Phase II above, the Contractor shall provide to the CPSC Project Officer an informal oral response followed within one week by a written "Draft Final Report," as specified in C.4.b., "REPORTING REQUIREMENTS." All reports shall be written in a clear and concise manner, avoiding unnecessary technical jargon, and shall be completed in sufficient detail to be a useful part of a legal proceeding if necessary. "Completed Final Reports" shall be provided by the Contractor as specified in the task after CPSC acceptance, rejection or comments on the Draft Final Report.

- (2) All Task Orders setting forth the work to be performed during the basic contract period (date of award through September 30, 1999) will be issued prior to October 1, 1999.
  - (3) In the event the option(s) is/are exercised pursuant to the Section I.7, "OPTION TO EXTEND THE TERM OF THE CONTRACT," all Task Orders issued under the first contract option period will be issued prior to October 1, 2000; and all Task Orders issued under the second option period will be issued prior to October 1, 2001; and all Task Orders issued under the third option period will be issued prior to October 1, 2002.
  - (4) Task Orders issued prior to the end of each Government Fiscal Year and not completed within that time shall be completed by the Contractor within the time frame specified in the Task Order, and the rights and obligations of both parties shall be governed by the terms of this contract to the same extent as if completed during the effective period of the contract.
- g. The requirements for the professional labor categories are listed below. It is assumed that the other labor categories (e.g., interviewers, secretaries) are self-explanatory.
- (1) Senior Study Director shall have at least fifteen years experience in management of variety of surveys (national and area), focus panels, field interviews, interviews of business leaders, health professionals, and other experience. Experience shall include questionnaire design and development, management and budgeting of surveys, training of interviewers, preparation of reports analyzing survey results, and quality control in all phases of surveys. An M.A. or M.S. in a social science may be substituted for two years of experience and a Ph.D. in a social science may be substituted for four years of experience.
  - (2) Associate Study Director shall have at least three years in management of surveys or focus panels. Experience shall include interviewing, quality control for interviewing, interviewer training, instrument preparation, analysis of study results, and preparation of reports on study results.
  - (3) Senior Statistician shall have at least fifteen years experience in sample design. Experience

shall include a variety of random-digit-dialing probability sample designs, as well as list-based designs. Experience shall include preparation of materials for use in OMB clearance, review of OMB clearance materials prepared by federal agencies, and defense of sample designs before OMB. An M.A. or M.S. in a social science with an emphasis on survey methods or an M.A. or M.S. in statistics may be substituted for two years of experience. A Ph.D. in a social science with an emphasis of survey methods or a Ph.D. in statistics may be substituted for four years of experience. SUDAAN, WESTVAR or similar experience, membership in and participation in statistical or public opinion research associations is highly desirable.

- (4) Junior Statistician shall have at least three years experience in sample design. An M.A. or M.S. in a social science with an emphasis on survey methods or an M.A. or M.S. in statistics may be substituted for one year of experience.
- (5) Senior Technical Reviewer/Senior Analyst (STR/SA) shall have qualifications comparable to the Senior Study Director or the Senior Statistician. The STR/SA shall have extensive experience in preparation of reports for major projects (projects over \$200,000 in contract value) and in preparation of articles for publication in technical journals. The STR/SA shall also have experience in the technical review and editing of reports prepared by others in the organization. Expertise in the use of statistical techniques, such as regression analysis and hypothesis testing, is highly desirable.
- (6) Junior Analyst shall have at least three years experience in preparing reports for social science research projects. Training in statistical techniques and the use of statistical software is desirable.
- (7) Senior Programmer/Systems Analyst shall have at least ten years programming experience, including experience with a variety of platforms and software including Statistical Analysis System (SAS) for both the mainframe and the personal computer. Proposed personnel shall have extensive experience in providing data processing support to

a variety of survey efforts in all phases of surveys from CATI programming to data cleaning and editing and preparation of cross-tabulations and statistical tests from survey results.

- (8) Junior Programmer/CATI Programmer shall have at least three years of programming experience, including CATI implementation of screens and software derived from verification of CATI-generated survey data. Experience in PC-SAS and mainframe SAS is desirable.

For labor categories specifying Junior of Associate/Senior Personnel one person may be proposed for both the Junior and Senior labor categories and prices shall be based on total estimated hours for the combined categories. However, the person must meet the qualifications for the Senior labor category. For example, if an offeror did not have a junior statistician, it could propose its senior statistician for both the junior and senior statistician categories. The total estimated hours would then be 210 (120 + 90) for the combined categories and pricing would reflect 210 hours at the senior statistician rate.

#### C.4. REPORTING REQUIREMENTS

The Contractor shall submit the following reports as set forth in F.2., "DELIVERY OR PERFORMANCE" to the addressee specified at F.3.a.(1) and (2), "PLACE OF DELIVERY OR PERFORMANCE".

- a. Item (1): Report on Plan, Schedule, and Total Price Estimate to the Contracting Officer
  - (1) Format - The report shall be typed on durable grade of white, letter size paper and shall contain the Contract number, Title and Task Number.
  - (2) Content - The report shall contain the following
    - (a) Review of the requirements including the objective, scope, and plan for performance
    - (b) Methodology
    - (c) Material Requirements
    - (d) The total Firm Fixed Price broken down by cost element in accordance with the applicable rates included in the Section H.2., "NEGOTIATED RATES."

b. Items (3) and (4): Draft and Completed Final Reports to the Project Officer with a copy of the cover letter to the Contracting Officer.

(1) Format - The Final Reports shall be in the following format:

- (a) Cover in heavier paper than the inner pages.
- (b) Typed on durable grade of white letter size paper.
- (c) Information concerning:
  - 1) The Contract Number Task Title, Task Number and subject of the task
  - 2) The name of the Contractor preparing the report
  - 3) A Table of Contents with page numbers

(2) Content - The specific content of the reports depends on the subject of the Task Order; however, any of the following items may be required by an individual Task Order:

- (a) A review of OMB clearance documentation prepared by CPSC and a description of any supporting materials prepared for a request for OMB clearance.
- (b) A description of development and testing of survey instruments.
- (c) A description of how the sample(s) of interest was identified and/or selected.
- (d) A description of the survey methodology, response rate and follow-up procedures.
- (e) An analysis of the inferences that can be drawn from the survey data and the limitations/qualifications in making inferences to the general population.
- (f) A method for computing sampling errors for study variables and a brief description of the associated underlying assumptions.
- (g) An explanation of the editing procedures utilized before and after the survey data were put onto computer tape.
- (h) A description of the data tape, including a record layout, a listing of variables with an

explanation of the codes used to specify the socioeconomic, demographic or regional characteristics of the sample of interest and of the codes used to record their responses.

- (i) A tabulation of the socio-economic, demographic or regional characteristics of the respondents covered in the random-digit dialing surveys, if known.
- (j) Weighted and unweighted one-way distributions for each study variable. A limited number of cross-tabulations (two- or three-way) tables, graphs or statistical tests may also be required.
- (k) Analysis of survey results including comparisons with the general population.
- (l) A review of CPSC-generated reports based on survey data.
- (m) An analysis of a statistical or econometric issues of concern to the Commission.

#### SECTION D - Packaging and Marking

##### D.1. PACKAGING AND MARKING

All materials to be delivered to CPSC shall be packaged 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 - Review, Approval and Acceptance

##### E.1. REVIEW, APPROVAL AND ACCEPTANCE

- a. All materials submitted by the Contractor for review, approval and acceptance will be reviewed by the Commission within ten (10) working days after date of receipt.
- b. Upon submission of any contract deliverable, including reports specified in F.2 "Delivery or Performance", the Contractor shall submit to the Contracting Officer a copy of the dated cover letter transmitting such deliverable.
- c. Acceptance/rejection of the Contractor's work, which includes reports and work products, will be based on

conformance with Section C - Description/Specification/ Work Statement and the individual task assignment.

- d. Acceptance/rejection of the Contractor's work will be transmitted to the Contractor by the Project Officer, in writing, within five (5) working days after review of the materials submitted.

#### SECTION F - Delivery or Performance

##### F.1. PERIOD OF PERFORMANCE

Performance of work shall begin on the effective date of the contract and shall not extend beyond September 30, 1999, or the latest delivery date of Task Assignments issued under the contract, whichever is latest. No Task Assignments will be issued to initiate work after September 30, 1999, unless the Government exercises the "Option to Extend the Term of the Contract". The performance period for each Task Assignment will be as specified in the Task Assignment.

##### F.2. DELIVERY OR PERFORMANCE

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

ITEM	QUANTITY	DELIVERY OR PERFORMANCE
(1) Report including a Plan, Schedule and Total Price Estimate (see C.3.f.(1) and C.4.a.)	3 copies	Within one week after receipt of the proposed Task Order.
(2) Formal Oral Response on Task Orders (see C.3.f.1.(c))	1 telephone call	Within 24 hours after completion of any task order.
(3) Draft Final Report (see C.3.f.1.(c) and C.4.b)	5 copies	Within one week after completion of any task order.
(4) Completed Final Report task (see C.3.f.1.(c) and C.4.b)	5 copies	As specified in individual task order.
(5) The following work products shall be delivered as specified in individual Task Orders		

(see C.3. and C.4.b)

- |     |  |                    |  |
|-----|--|--------------------|--|
| (a) | draft written description of tape record layout and editing procedures for edited survey data (see C.3.a.(5))                            | 2 copies           | As specified in individual task order. |
| (b) | Final written description of tape record layout and editing procedures for edited survey data  | 2 copies           | As specified in individual task order. |
| (c) | Final summary data entered onto computer tape. Data tape shall be in SAS data sets on floppy disks or as otherwise specified             | 1 tape or diskette | As specified in individual task order. |
| (d) | Draft survey or interview questionnaire and draft screener (see C.3.d.(3))   | 2 copies           | As specified in individual task order. |
| (e) | Final survey or view and final screener  | 2 copies           | As specified in individual task order. |
| (f) | Written review of Draft OMB Request for Clearance<br><br>(see C.3.d.(1))   | 2 copies           | As specified in individual task order. |
| (g) | One-way distributions for each variable in the survey. Two- or three-way cross-tabulations (see graphs, tables and tests (see C.3.a.(9)) | 2 copies           | As specified in individual task order. |
| (h) | Table of Survey Inter-views Non-Responses (see C.3.a.(8))  | 2 copies           | As specified in individual task order. |

- (i) Analysis of survey findings (see C.3.a(11)) 2 copies As specified in individual task order

F.3. PLACE OF DELIVERY OR PERFORMANCE

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

- (1) Item 1 shall be delivered to:

U.S. Consumer Product Safety Commission  
Contracts Branch, Room 517  
Washington, DC 20207  
ATTN: Robert J. Frost  
Contracting Officer

- (2) Items 2, 3, 4, and 5 shall be delivered to:

U.S. Consumer Product Safety Commission  
Directorate for Economic Analysis Room 723  
Washington, DC 20207  
ATTN: William Zamula  
Project Officer

A copy of the cover 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: 5.212-13, Stop Work Order (April 1984)

SECTION G - Contract Administration Data

G.1. CONSIDERATION

Basic Contract and Option Periods

As consideration for its satisfactory performance for the basic contract period and the option years, if exercised, the Contractor shall be paid a firm fixed price as set forth in each negotiated Task Order, in accordance with the Negotiated Rates set forth in Section H.2. The total contract amount for each contract year will be a minimum of

\$5,000.00 and up to a maximum ceiling amount not to exceed \$500,000.00.

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

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

<u>Upon Acceptance and Approval of the Following</u>	<u>Date</u>	<u>Amount</u>
Each Task Order as evidenced by submission of Approved Completed Final Report unless other payment arrangements are negotiated and approved in advance for individual Task Orders	As specified in each Task Order	As set forth in each Task Order

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

(3) 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 SF 1034 (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 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 form 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.6. PROJECT OFFICER DESIGNATION

William Zamula, of the Commission's Directorate for Economic Analysis, has been designated as the Government's Project Officer for this contract. This individual has been informed of the following conditions and may be reached on (301) 504-0962, x1331.

- 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., DELIVERY OR PERFORMANCE.
  - (2) Performing technical evaluation as required, assisting the Contractor in the resolution of technical problems encountered during performance; and
  - (3) Inspection and acceptance of all items required by the contract.
- b. The Project Officer is not authorized to and shall not:
  - (1) Make changes in scope of work, contract schedules and/or specifications to meet changes and requirements,

- (2) Direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and
- (3) Take any action that commits the Government or could lead to a claim against the Government.

G.7. KEY PERSONNEL

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

NAME	TITLE
Greg N. Mahnke	Senior Study Director
Douglas Willson	Senior Study Director
Wendy Mansfield	Senior Study Director
Tammy Ouellette	Associate Study Director
Pedro Saavedra	Senior Statistician

- 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 will furnish to the Contractor for use in connection with this contract the materials/equipment set forth below:
  - 1. Material for review, such as a draft request for OMB clearances or a CPSC report incorporating survey findings or background material pertinent to the design of the sample or survey instrument or the conduct of the survey.
  - 2. Topics and objectives for the Contractor to

prepare draft questionnaires or draft questionnaires and screeners if CPSC develops the survey or interview instruments.

3. Outlines for analysis or examples of previous analyses for projects where the contractor will be required to analyze survey results.
- 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. Negotiated Rates

- a. Basic Contract Period - The following rates shall be applicable for negotiation of all Fixed Price Task Orders issued under this contract during the basic contract period which is from the effective date through 9-30-99.
  - (1) Direct Labor - Loaded Hourly Rates including consideration for labor overhead, fringe benefits, general and administrative costs, and profit.

Classification	Hourly Rate
(a) Senior Study Director	\$104.03
(b) Associate Study Director	\$ 61.68
(c) Senior Statistician	\$104.19
(d) Junior Statistician	\$ 42.11
(e) Senior Technical Reviewer/ Senior Analyst (STR/SA)	\$112.34
(f) Junior Analyst	\$ 54.46
(g) Sr Programmer/Systems Analyst	\$ 57.04
(h) Jr Programmer/CATI Programmer	\$ 40.68
(i) Supervisor for Interviewing and Quality Control	\$ 24.07
(j) Telephone Interviewers	\$ 16.40
(k) Data Processing Labor	\$ 33.98
(l) Secretarial Labor	\$ 28.32
(m) Mail Labor	\$ 16.40

### (2) Travel Costs

- (a) Local Mileage - Shall be proposed and negotiated at the prevailing Government rate. Quantities of mileage will be estimated and

individually negotiated for each individual Task Order.

- (b) Per Diem shall be proposed and negotiated in accordance with the Federal Travel Regulations.
- (c) Air transportation costs shall be proposed and negotiated at standard everyday round trip unrestricted coach airfare rates.

(3) Other Charges

- (a) Long distance charges shall be proposed and negotiated at \$7.58 per hour.
- (b) Copy charges shall be proposed and negotiated at \$.063 per page.

(4) Other Direct Costs - Other direct costs not set forth above shall be separately proposed and negotiated for each individual Task Order.

b. Contract Option Period 1 - The following rates shall be applicable for negotiation of all Fixed Price Task Orders issued under this contract during contract Option Period 1 which is from 10-1-99 through 9-30-00.

- (1) Direct Labor - Loaded Hourly Rates including consideration for labor overhead, fringe benefits, general and administration costs and profit.

Classification	Hourly Rate
(a) Senior Study Director	\$109.23
(b) Associate Study Director	\$ 64.77
(c) Senior Statistician	\$109.40
(d) Junior Statistician	\$ 44.22
(e) Senior Technical Reviewer/ Senior Analyst (STR/SA)	\$117.96
(f) Junior Analyst	\$ 57.18
(g) Sr Programmer/Systems Analyst	\$ 59.89
(h) Jr Programmer/CATI Programmer	\$ 42.72
(i) Supervisor for Interviewing and Quality Control	\$ 25.28
(j) Telephone Interviewers	\$ 16.89
(k) Data Processing Labor	\$ 35.68
(l) Secretarial Labor	\$ 29.74
(m) Mail Labor	\$ 16.89

(2) Travel Costs

- (a) Local Mileage - Shall be proposed and negotiated at the prevailing Government rate. Quantities of mileage will be estimated and individually negotiated for each individual Task Order.
  - (b) Per Diem shall be proposed and negotiated in accordance with the Federal Travel Regulations.
  - (c) Air Transportation costs shall be proposed and negotiated at standard everyday round trip unrestricted coach airfare rates.
- (3) Other Charges
- (a) Long distance charges shall be proposed and negotiated at \$7.84 per hour.
  - (b) Copy charges shall be proposed and negotiated at \$.065 per page.
- (4) Other Direct Costs - Other direct costs not set forth above shall be separately proposed and negotiated for each individual Task Order.
- c. Contract Option Period 2 - The following rates shall be applicable for negotiation of all Fixed Price Task Orders issued under this contract during contract Option Period 2 which is from 10-1-00 through 9-30-01.
- (1) Direct Labor - Loaded Hourly Rates including consideration for labor overhead, fringe benefits, general and administration costs, and profit.

Classification	Hourly Rate
(a) Senior Study Director	\$114.69
(b) Associate Study Director	\$ <u>68.01</u>
(c) Senior Statistician	\$ <u>114.87</u>
(d) Junior Statistician	\$ <u>46.43</u>
(e) Senior Technical Reviewer/ Senior Analyst (STR/SA)	\$123.85
(f) Junior Analyst	\$ <u>60.04</u>
(g) Sr Programmer/Systems Analyst	\$ <u>62.88</u>
(h) Jr Programmer/CATI Programmer	\$ <u>44.85</u>
(i) Supervisor for Interviewing and Quality Control	\$ <u>26.54</u>
(j) Telephone Interviewers	\$ <u>17.40</u>
(k) Data Processing Labor	\$ <u>37.47</u>
(l) Secretarial Labor	\$ <u>31.22</u>
(m) Mail Labor	\$ <u>17.40</u>

(2) Travel Costs

- (a) Local Mileage - Shall be proposed and negotiated at the prevailing Government rate. Quantities of mileage will be estimated and individually negotiated for each individual Task Order.
- (b) Per Diem shall be proposed and negotiated in accordance with the Federal Travel Regulations.
- (c) Air Transportation costs shall be proposed and negotiated at standard everyday round trip unrestricted coach airfare rates.

(3) Other Charges

- (a) Long distance charges shall be proposed and negotiated at \$8.07 per hour.
- (b) Copy charges shall be proposed and negotiated at \$.067 per page.
- (4) Other Direct Costs - Other direct costs not set forth above shall be separately proposed and negotiated for each individual Task Order.

d. Contract Option Period 3 - The following rates shall be applicable for negotiation of all Fixed Price Task Orders issued under this contract during contract Option Period 3 which is from 10-1-01 through 9-30-02.

- (1) Direct Labor - Loaded Hourly Rates including consideration for labor overhead, fringe benefits, general and administration costs, and profit.

Classification	Hourly Rate
(a) Senior Study Director	\$120.43
(b) Associate Study Director	\$ 71.41
(c) Senior Statistician	\$120.61
(d) Junior Statistician	\$ 48.75
(e) Senior Technical Reviewer/ Senior Analyst (STR/SA)	\$130.05
(f) Junior Analyst	\$ 63.04
(g) Sr Programmer/Systems Analyst	\$ 66.03
(h) Jr Programmer/CATI Programmer	\$ 47.09
(i) Supervisor for Interviewing and Quality Control	\$ 27.87
(j) Telephone Interviewers	\$ 17.92
(k) Data Processing Labor	\$ 39.34

- |     |                   |                 |
|-----|-------------------|-----------------|
| (l) | Secretarial Labor | \$ 32.78        |
| (m) | Mail Labor        | <u>\$ 17.92</u> |
- (2) Travel Costs
- (a) Local Mileage - Shall be proposed and negotiated at the prevailing Government rate. Quantities of mileage will be estimated and individually negotiated for each individual Task Order.
- (b) Per Diem shall be proposed and negotiated in accordance with the Federal Travel Regulations.
- (c) Air Transportation costs shall be proposed and negotiated at standard everyday round trip unrestricted coach airfare rates.
- (3) Other Charges
- (a) Long distance charges shall be proposed and negotiated at \$8.07 per hour.
- (b) Copy charges shall be proposed and negotiated at \$.067 per page.
- (4) Other Direct Costs - Other direct costs not set forth above shall be separately proposed and negotiated for each individual Task Order.

### H.3. DRUG-FREE WORKPLACE

a. Definitions. As used in this clause,

- (1) "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.
- (2) "Conviction" means a finding of guilt (including a plea of non contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- (3) "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

- (4) "Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
  - (5) "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.
  - (6) "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.
- b. The Contractor, if other than an individual, shall --
- (1) Publish a statement notifying its employee 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 subdivision b.(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction;
  - (6) Within 30 days after receiving notice under subparagraph b.(4) of this clause of a conviction, impose the following sanctions or remedial 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.4. DISCLOSURE OF LOBBYING ACTIVITIES

- a. If this contract exceeds \$100,000 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 K 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 Federal contract, grant, loan or cooperative agreement.

- b. The disclosure form, OMB Standard Form LLL entitled Disclosure of Lobbying Activities is included as Attachment B 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.5. METRICATION STATEMENT

IN THIS SOLICITATION DOCUMENT, AND IN ANY PROPOSAL SUBMITTED IN RESPONSE THERETO AND ANY RESULTANT CONTRACT, THE OFFEROR SHALL STATE ALL MEASUREMENTS IN THE METRIC SYSTEM EXCEPT TO

THE EXTENT THAT SUCH USE IS IMPRACTICAL OR IS LIKELY TO CAUSE SIGNIFICANT INEFFICIENCIES OR LOSS O MARKETS TO UNITED STATES FIRMS, SUCH AS WHEN FOREIGN COMPETITORS ARE PRODUCING COMPETING PRODUCTS IN NON-METRIC UNITS.

IF AN OFFEROR TO THIS RFP DETERMINES THAT THE USE OF THE METRIC SYSTEM OF MEASUREMENTS IN ITS PROPOSAL IS IMPRACTICAL FOR ANY OF THE REASONS STATED ABOVE AND SUBMITS ITS PROPOSAL IN CUSTOMARY UNITS OF MEASUREMENT, THE OFFEROR SHALL PROVIDE WITH ITS PROPOSAL A REQUEST FOR EXCEPTION STATEMENT EXPLAINING ITS REASONING IN REQUESTING AN EXCEPTION TO THE METRIC USAGE REQUIREMENT.

THE "METRIC SYSTEM" OF MEASUREMENT MEANS THE INTERNATIONAL SYSTEM OF UNITS AS ESTABLISHED BY THE GENERAL CONFERENCE OF WEIGHTS AND MEASURES AND AS INTERPRETED OR MODIFIED FOR THE UNITED STATES BY THE SECRETARY OF COMMERCE.

SECTION I - Contract Clauses

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 its full text available.

Clause	Title	Date
52.202-01	Definitions	Oct 1995
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	Jan 1997

52-203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (\$100,000 & Over)	June 1997
52.204-04	Printing/Copying Double Sided on Recycled Paper	June 1996
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	Jul 1995
52.215-02	Audit and Records	Aug 1996
52.215-08	Order of Precedence - Uniform Contract Format	Oct 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct 1997
52.215-12	Subcontractor Cost or Pricing Data	Oct 1997
52.219-08	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns	June 1997
52.222-01	Notice to the Government of Labor Disputes	Feb 1997
52.222-03	Convict Labor	Aug 1996
52.222-04	Contract Work Hours and Safety Standards Act Overtime Compensation - General	July 1995
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
52.223-02	Clean Air and Water	April 1984
52.223-13	Certification of Toxic Chemical Release Reporting	Oct 1996
52-223-14	Toxic Chemical Release Reporting	Oct 1996

52.227-01	Authorization and Consent (Alternate I)	July 1995
52.232-01	Payments	April 1984
52.232-08	Discounts for Prompt Payment	May 1997
52.232-09	Limitation on Withholding of Payments	April 1984
52.232-11	Extras	April 1984
52.232-17	Interest	April 1984
52.232-19	Availability of Funds for the Next Fiscal Year	April 1984
52.232-23	Assignment of Claims	Jan. 1986
52.232-25	Prompt Payment	June 1997
52.232-33	Mandatory Information for Electronic Funds Transfer Payment	Aug 1996
52.233-01	Disputes	April 1984
52.233-03	Protest After Award	Aug 1996
52.243-01	Changes - Fixed Price - Alternate I	Aug 1987
52.244-06	Subcontracts for Commercial Items & Commercial Components	Oct 1995
52.245-01	Property Records	April 1984
52.245-02	Government Property (Fixed-Price Contracts)	Dec 1989
52.246-25	Limitation of Liability - Services	Feb 1997
52.249-04	Termination for Convenience of the Government (Services) (Short Form)	April 1984
52.249-08	Default (Fixed-Price Supply and Services)	April 1984

The following clauses are incorporated in full text:

## I.2. 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-99-1150. 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.3. 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. The Contractor shall maintain confidential business information obtained as described in this article in a

safe or locked file cabinet to which only employees performing work under this contract shall have access. A log shall be maintained to reflect each entry to the safe or cabinet. The Contractor shall provide to the CPSC Contracts Branch, and keep current, a list of all employees with such access. The Contractor shall require each such employee to execute an affidavit as set forth in Attachment A, Affidavit of Nondisclosure; the original and one copy of each affidavit shall be sent to the CPSC Contracting Officer.

- c. A site inspection of the Contractor's security measures for confidential information may be performed by the CPSC Project Officer prior to contract award and periodically during contract performance as deemed necessary by the CPSC Project Officer. Approval of the security measures by the CPSC Project Officer may be a prerequisite to contract award.
- d. 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.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 subcontractor's 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.

#### I.6. PUBLIC INFORMATION

- a. 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.
- b. Sections 200-211 of Title 35 of the United States Code specifically supersedes the above to the extent that they permit small business firms and nonprofit organizations to retain in most cases, exclusive commercial rights to inventions made with Commission support.

#### I.7. OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. At the option of the Government, this contract is renewable for the periods of:  
10-1-99 through 9-30-00 (Option Period 1);  
10-1-00 through 9-30-01 (Option Year 2); and  
10-1-01 through 9-30-02 (Option Period 3).  
The Government may extend the term of this contract by written notice to the Contractor within 120 days after the expiration date; provided that, the Government shall give preliminary notice of its intent to extend at least 60 days before the contract expires. (Such preliminary notice shall not be deemed to commit the Government to an extension.)
- b. If the Government exercises these options, the extended contract shall be considered to include this option provision.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.
- d. Task orders issued during the option periods shall be negotiated firm fixed price orders based on the negotiated hourly rates specified in H.2., Negotiated Rates.

## I.8. INDEFINITE QUANTITIES

- a. This is an indefinite-quantity contract for the services specified, and effective for the period stated, in the Schedule.
- b. Delivery or performance shall be made only as authorized by Task Orders issued in accordance with the Ordering clause as set forth in Section C.3.e. The Contractor shall furnish to the Government, when and if ordered by Task Order(s), the services specified in the Schedule up to and including a dollar amount of \$500,000.00 which is the maximum for the Basic Period. The Government will order by Task Order(s) at least \$5,000.00 of services for the Basic Period. For the Option Periods, if the options are exercised by the Government, the Contractor shall furnish to the Government when and if ordered by Task Order(s), the services specified in the Schedule up to and including a dollar amount of \$500,000.00 which is the maximum for each of the Option Periods. If the options are exercised, the Government will order by Task Order(s) at least \$5,000.00 of services for each of the Option Periods.
- c. Any Task Order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the Task Order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

## I.9. 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.10, Organizational Conflicts of interest, RFP CPSC-P-98-1165, 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 term "contract," "Contractor," and "Contracting Officer" shall be modified appropriately in such subcontracts to preserve the Government's rights under this contract.

#### I.10. ORGANIZATIONAL CONFLICTS OF INTEREST

- a. Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased in the performance of this contract because of past, present, or currently planned interests (financial, contractual, organizational, or otherwise, which relate to the work under this contract), and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance under this contract.
- b. Scope. The restrictions described herein 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. 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 reporting 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 "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.
- 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.

I.11. 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.

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

SECTION J - List of Attachments

- A. Affidavit of Nondisclosure, 1 page
- B. Disclosure of Lobbying Activities, Standard Form LLL, 1 page

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 5.
10. (a) Enter the full name, address, city, state and zip code of the \* 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).

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.