It is estimated that the Commission's total requirements under the basic period will not exceed $400,000.00. A minimum of $40,000.00 will be obligated and paid for under the basic period unless the contract is terminated. The Contractor is obligated to furnish all services described herein for the stated minimum hours and if, as ordered, furnish additional services up to the maximum of $400,000.00.

d. Option I: (10/1/99 - 9/30/00):
(If exercised)

It is estimated that the Commission's total requirements under the Option Period I will not exceed $450,000.00. A minimum of $45,000.00 will be obligated and paid for under Option Period I, if exercised, unless the contract is terminated. The Contractor is obligated to furnish all services described herein for the stated minimum hours and if, as ordered, furnish additional services up to the maximum of $450,000.00.

e. Option II: (10/1/00 - 9/30/01):
(If exercised)

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

f. Option III: (10/1/01 - 9/30/02):
(If exercised)

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

g. Option IV: (10/1/02 - 9/30/03):
(If exercised)

It is estimated that the Commission's total requirements under Option Period IV will not exceed $600,000.00. A minimum of $60,000.00 will be obligated and paid for under Option Period IV, if exercised,

unless the contract is terminated. The Contractor is obligated to furnish all services described herein for the stated minimum hours and if, as ordered, furnish additional services up to the maximum of $600,000.00.

I.6. HANDLING OF CONFIDENTIAL INFORMATION

If the Contractor obtains confidential business information about any company in connection with performance of this contract, either from the CPSC or from the other company itself, the Contractor agrees that it will hold the information in confidence and not disclose it either to anyone outside the CPSC or to any Contractor employee not involved in performance of this contract. At the completion of performance of this contract, the Contractor shall return any confidential information, obtained as described above, either to its owner or to the CPSC. 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 require each such employee to execute an affidavit as set forth in Attachment J.1., Affidavit of Nondisclosure; the original and one copy of each affidavit shall be sent to the CPSC Contracting Officer.

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

I.7. 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.8., Organizational Conflicts of Interest, RFP #CPSC-C-99-1006, or that the Contractor has disclosed to the Contracting Officer all relevant information pertaining to such a conflict of interest.

b. The Contractor agrees that if, after award, it discovers an organizational conflict of interest, as defined in this document, it will immediately notify the Contracting Officer in writing of the conflict. The notification shall include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflict. The CPSC may, however, terminate the contract for the convenience of

the Government if such action is determined by the Contracting Officer to be in the best interest of the Government.

c. If the Contractor is aware of an organizational conflict of interest, as defined in this document, before receiving award of this contract but does not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

d. The Contractor shall include the provisions of this clause in all subcontracts for work to be performed in support of this contract. The terms "contract," "Contractor," and "Contracting Officer" shall be modified appropriately in such subcontracts to preserve the Government's rights under this contract.

I.8. 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, co-sponsor, joint venturer, consultant, or in any similar capacity.

c. Restrictions applicable to technical consulting and management support services contracts.

(1) The Contractor shall be ineligible to participate in any capacity in CPSC contracts, subcontracts, or proposals therefore (solicited or unsolicited), other than follow-on contracts for additional technical consulting and management support services, which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any technical consulting or management support services work under this contract that relates to any

of its own products or services, or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing.

(2) If the Contractor, under this contract, prepares a complete or essentially complete statement of work or specifications to be used by CPSC in future competitive procurements, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

(3) Nothing in this clause shall preclude the Contractor from offering or selling its standard commercial items to the Government.

d. Restrictions on use of information.

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

CPSC.

(2) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 522a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(3) The Contractor shall have, subject to patent, data, and security provisions of this contract, the right to use technical data it first produces under this contract for its private purpose provided that, as of the date of such use, all 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.9. PROTEST AFTER AWARD (Fixed Price)

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

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

b. If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor requests an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting

Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

e. The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

I.10. LIMITATIONS ON SUBCONTRACTING (OCT 1987)

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

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a regular dealer in such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade Contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I.11. Section 8(a) Direct Award (Clause number to be determined)

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 U.S. 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:

U.S. Small Business Administration
Washington District Office
1110 Vermont Avenue, NW, 9th Floor
Post Office Box 34500
Washington, D.C. 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 contacting 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.12. CONTRACT NOT AFFECTED BY ORAL AGREEMENT

No oral statement of any person shall modify or otherwise affect the terms, conditions, or

specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

I.13. AUDIT AND EXAMINATION OF RECORDS BY CPSC

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 this contract.

(End of clause)

END OF SECTION I

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

SECTION J - List of Attachments

Attachments:

J.1. Affidavit of Nondisclosure, 1 page
J.2. Disclosure of Lobbying Activities, Standard Form LLL, 1 page and Continuation Sheet, 1 page
J.3. Incentive Fee Plan
J.4. DOL Wage Determination
J.5. Executive Order #13043
J.6. Questionnaire for Non-Sensitive Positions
J.7. Declaration for Federal Employment
J.8. Standard Operating Procedures

ALL ATTACHMENTS ARE INCLUDED AFTER SECTION M OF THIS REQUEST FOR PROPOSAL

END OF SECTION J

DOCUMENT END

ATTACHMENT J.1.

AFFIDAVIT OF NONDISCLOSURE

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

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

_____
(Print Name)

_____ _____
(Date of signature) (Signature)

Witnessed by me on this_____day of _____19___.

_____
(Name of Witness)

_____ _____
(Date of Witness Signature) (Witness Signature)

_____
(Title of Witness)

ATTACHMENT J.2.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application b. initial award c. post-award	3. Report Type: ☐ a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known:* Congressional District, *if known:*	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, *if known:*	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *if applicable:* _____	
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	b. Individuals Performing Services *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL	

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 mintues 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.

*Registant under the Lobbying Disclosure Act of 1995.

ATTACHMENT J.3.

DUPLICATION/COPY CENTER INCENTIVE FEE PLAN

1. The purpose of this incentive fee plan is to set forth the basic procedures for the periodic evaluation of, and fee for that portion of the contract which is performance-based.

2. The plan may be revised as the operational and/or program priorities change. The contractor may propose changes to the plan and provide them to the Contracting Officer (CO). The CO will notify the Contractor in writing 30 calendar days in discretion, the Contractor may waive the 30 day advance notice requirement.

3. The performance categories and assigned weights are as follows:

PERFORMANCE CATEGORY WEIGHT

Contract Management 15%

(Accurate invoicing/billing, personnel management, hiring, qualification standards, staff training on-time arrivals and departures, timely sign-in/out records, timely temporary replacements, evaluation, conduct, professionally dressed, Supervision.)

Conformance to CPSC Duplication/Copy Center Standard Operating Procedures. 15%

Customer Satisfaction 15%

(Courtesy, helpfulness, promptness in providing service, information and assistance.)

Accurate and Timely Identification and Reporting of Equipment Service or Repair Requirements 10%

Accurate and Timely Preparation of Meter Readings, Inventory/Stock Reports, Other Reports and Deliverables 10%

Accurate and Timely Delivery of Other Services, i.e.

Binding, Hole Punch, Paper Cutting, Sorting and Stitching 10%

Safety Incentive, Maintain a Work Plan Free of Injury and Accidents, per quarter 10%

Service and Systems Improvements Proposed by the Contractor and Implemented by CPSC 5%

Maintain the Copy Center Free of Loose Trash Debris and Misplace Items 5%

The Copy Center Shall be Maintained as a Secure Controlled area at all times 5%

Total % of Assigned Weights 100%

4. Up to 100% of $375.00 per FY quarter will be available for incentive fees.

5. The incentive fee will be awarded on a FY quarterly basis for the following periods:

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

6. The incentive fee evaluation process is designed to involve Contactor and Government personnel in a continuous dialogue to identify problems before they become significant and allow the Contractor an opportunity to earn the maximum fee possible.

7. The incentive fee evaluation process will involve the CPSC Project Manager who will serve as the Performance Assessment Official (PAO). The PAO will also serve on the Government Incentive Fee Determination Board (GIFDB). The Contractor will be notified (in writing) after contract award of the other personnel assigned to the GIFDB.

END

ATTACHMENT J.4.

STANDARD FORM 98
Rev. Feb. 1973
U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE

(*See Instructions on Reverse*)

RECEIVED
U.S. CONSUMER PRODUCT SAFETY COMMISSION
1998 JUL 22 P 2:47
DIVISION OF PROCUREMENT SERVICES

1. NOTICE NO.
A 2381068

MAIL TO:

Administrator
Wage and Hour Division
U.S. Department of Labor
Washington, D.C. 20210

2. Estimated solicitation date (*use numerals*)

Month	Day	Year

3. Estimated date bids or proposals to be opened or negotiations begun (*use numerals*)

Month	Day	Year

4. Date contract performance to begin (*use numerals*)

Month	Day	Year
10	01	98

5. PLACE(S) OF PERFORMANCE
Bethesda, Maryland
Montgomery County
Md

6. SERVICES TO BE PERFORMED (*describe*)
Base Maintenance (Misc.)

7. INFORMATION ABOUT PERFORMANCE
A. ☒ Services now performed by a contractor
B. ☐ Services now performed by Federal employees
C. ☐ Services not presently being performed.

8. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM 8 AS APPLICABLE

a. Name and address of incumbent contractor	b. Number(s) of any wage determination(s) in incumbent's contract
See Attachment "A"	See Attachment "A"
	94-2103 (Rev 14)

c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). *Important:* Attach copies of current applicable collective bargaining agreements

9. OFFICIAL SUBMITTING NOTICE

SIGNED:	DATE
Joyce Lawn	7-8-98
TYPE OR PRINT NAME	TELEPHONE NO.
Joyce Lawn, Contracting Officer	(301)504-0444

10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.

Mr. Peter J. Nerret, Contract Specialist
Consumer Product Safety Commission
Contracts Branch, Room 517
Washington, DC 20207

RESPONSE TO NOTICE
(*by Department of Labor*)

A. ☒ The attached wage determination(s) listed below apply to procurement.
94-2103(17)

B. ☐ As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.

C. ☐ From information supplied, the Service Contract Act does not apply (*see attached explanation*).

D. ☐ Notice returned for additional information (*see attached explanation*).

Signed: Florence D. Strain
(*U.S. Department of Labor*)

(*Date*)
JUL 20 1998

WAGE AND HOUR DIVISION
JUL 14 P 1:57

STANDARD FORM 98a February 1973 U.S. DEPARTMENT OF LABOR Employment Standards Administration	NOTICE OF INTENTION TO MAKE A SERVICE CONTRACT AND RESPONSE TO NOTICE (Attachment A)	11. NOTICE NO. A 2381068

12. CLASSES OF SERVICE EMPLOYEES TO BE EMPLOYED ON CONTRACT	13. NUMBER OF EMPLOYEES IN EACH CLASS	14. HOURLY WAGE RATE THAT WOULD BE PAID IF FEDERALLY EMPLOYED
Incumbant Contractor: Wilkins Systems, Inc.		
6940 Carroll Avenue		
Takoma Park, Maryland 20912-4446		
Dept. of labor Wage Determination		
#94-2103(R-8)		
A. Library Technician	1 $12.71	7-GS
B. Labor	1 $9.17	4-GS
C. Driver/Laborer	1 $10.26	5-GS
D. Copier Operator	1 $10.26	5-GS
E. Receptionist	1 $9.17	4-GS
F. Supervisory Shipping/Rec'g Clerk	1 $14.08	8-GS
G. Shuttle Driver/Messenger	1 $10.26	5-GS
H. Mail Clerk	1 $10.26	5-GS
I. Distribution Mail Clerk	1 $9.17	4-GS

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

Division of Wage Determinations

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

Wage Determination No.: 94-2103
Revision No.: 17
Date of Last Revision: 07/09/1998

State(s): District of Columbia, Maryland, Virginia

Areas: Maryland COUNTIES OF Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's
Virginia COUNTIES OF Arlington, Fairfax, Fauquier, King George, Loudoun, Prince William, Stafford, Alexandria, Falls Church

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

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
Administrative Support and Clerical Occupations:	
01011 Accounting Clerk I	$ 8.79
01012 Accounting Clerk II	$ 10.28
01013 Accounting Clerk III	$ 12.15
01014 Accounting Clerk IV	$ 14.16
01030 Court Reporter	$ 13.22
01050 Dispatcher, Motor Vehicle	$ 13.85
01060 Document Preparation Clerk	$ 10.25
01070 Messenger (Courier)	$ 7.82
01090 Duplicating Machine Operator	$ 10.25
01110 Film/Tape Librarian	$ 12.88
01115 General Clerk I	$ 7.82
01116 General Clerk II	$ 9.17
01117 General Clerk III	$ 10.25
01118 General Clerk IV	$ 14.31
01120 Housing Referral Assistant	$ 14.82
01131 Key Entry Operator I	$ 10.05
01132 Key Entry Operator II	$ 11.23
01191 Order Clerk I	$ 11.26
01192 Order Clerk II	$ 12.44
01261 Personnel Assistant (Employment) I	$ 10.33
01262 Personnel Assistant (Employment) II	$ 11.28
01263 Personnel Assistant (Employment) III	$ 13.00
01264 Personnel Assistant (Employment) IV	$ 15.50
01270 Production Control Clerk	$ 14.82
01290 Rental Clerk	$ 12.08
01300 Scheduler, Maintenance	$ 12.08
01311 Secretary I	$ 12.08
01312 Secretary II	$ 13.22
01313 Secretary III	$ 14.82
01314 Secretary IV	$ 16.86
01315 Secretary V	$ 18.96
01320 Service Order Dispatcher	$ 12.08
01341 Stenographer I	$ 13.26
01342 Stenographer II	$ 14.87
01400 Supply Technician	$ 16.86
01420 Survey Worker (Interviewer)	$ 13.22
01460 Switchboard Operator-Receptionist	$ 10.28
01510 Test Examiner	$ 13.22

RECEIVED
U.S. CONSUMER PRODUCT
SAFETY COMMISSION
1998 JUL 22 P 2:41
DIVISION OF PROCUREMENT
SERVICES

01520	Test Proctor	$ 13.22
01531	Travel Clerk I	$ 8.64
01532	Travel Clerk II	$ 9.33
01533	Travel Clerk III	$ 10.05
01611	Word Processor I	$ 10.48
01612	Word Processor II	$ 12.05
01613	Word Processor III	$ 14.95

Automatic Data Processing Occupations:

03010	Computer Data Librarian	$ 9.97
03041	Computer Operator I	$ 10.23
03042	Computer Operator II	$ 12.06
03043	Computer Operator III	$ 14.62
03044	Computer Operator IV	$ 16.53
03045	Computer Operator V	$ 17.79
03071	Computer Programmer I 1/	$ 14.46
03072	Computer Programmer II 1/	$ 16.97
03073	Computer Programmer III 1/	$ 19.87
03074	Computer Programmer IV 1/	$ 23.04
03101	Computer Systems Analyst I 1/	$ 17.93
03102	Computer Systems Analyst II 1/	$ 23.32
03103	Computer Systems Analyst III 1/	$ 27.12
03160	Peripheral Equipment Operator	$ 9.97

Automotive Service Occupations:

05005	Automobile Body Repairer, Fiberglass	$ 18.39
05010	Automotive Glass Installer	$ 16.45
05040	Automotive Worker	$ 16.45
05070	Electrician, Automotive	$ 17.44
05100	Mobile Equipment Servicer	$ 14.43
05130	Motor Equipment Metal Mechanic	$ 18.39
05160	Motor Equipment Metal Worker	$ 16.45
05190	Motor Vehicle Mechanic	$ 18.46
05220	Motor Vehicle Mechanic Helper	$ 13.38
05250	Motor Vehicle Upholstery Worker	$ 15.47
05280	Motor Vehicle Wrecker	$ 16.45
05310	Painter, Automotive	$ 17.44
05340	Radiator Repair Specialist	$ 16.45
05370	Tire Repairer	$ 14.43
05400	Transmission Repair Specialist	$ 18.39

Food Preparation and Service Occupations:

07010	Baker	$ 11.47
07041	Cook I	$ 10.06
07042	Cook II	$ 11.47
07070	Dishwasher	$ 7.23
07100	Food Service Worker (Cafeteria Worker)	$ 7.23
07130	Meat Cutter	$ 11.47
07250	Waiter/Waitress	$ 7.89

Furniture Maintenance and Repair Occupations:

09010	Electrostatic Spray Painter	$ 17.44
09040	Furniture Handler	$ 12.13
09070	Furniture Refinisher	$ 17.44
09100	Furniture Refinisher Helper	$ 13.38
09110	Furniture Repairer, Minor	$ 15.47
09130	Upholsterer	$ 17.44

General Service and Support Occupations:

11030	Cleaner, Vehicles	$ 7.23
11060	Elevator Operator	$ 7.23
11090	Gardener	$ 10.06
11121	Housekeeping Aide I	$ 6.44
11122	Housekeeping Aide II	$ 7.26
11150	Janitor	$ 7.23
11210	Laborer, Grounds Maintenance	$ 7.89
11240	Maid or Houseman	$ 6.39
11270	Pest Controller	$ 10.79
11300	Refuse Collector	$ 7.23
11330	Tractor Operator	$ 9.33
11360	Window Cleaner	$ 7.89

Health Occupations:

12020	Dental Assistant	$ 10.26
12040	Emergency Medical Technician/Paramedic Ambulance Driver	$ 10.42
12071	Licensed Practical Nurse I	$ 12.69
12072	Licensed Practical Nurse II	$ 14.25
12073	Licensed Practical Nurse III	$ 15.95
12100	Medical Assistant	$ 9.17
12130	Medical Laboratory Technician	$ 9.17
12160	Medical Record Clerk	$ 9.17
12190	Medical Record Technician	$ 12.71
12221	Nursing Assistant I	$ 7.28
12222	Nursing Assistant II	$ 8.18
12223	Nursing Assistant III	$ 10.48
12224	Nursing Assistant IV	$ 11.77
12250	Pharmacy Technician	$ 11.44
12280	Phlebotomist	$ 9.17
12311	Registered Nurse I	$ 15.88
12312	Registered Nurse II	$ 17.80
12313	Registered Nurse II, Specialist	$ 19.65
12314	Registered Nurse III	$ 21.55
12315	Registered Nurse III, Anesthetist	$ 21.55
12316	Registered Nurse IV	$ 25.83

Information and Arts Occupations:

13002	Audiovisual Librarian	$ 16.86
13011	Exhibits Specialist I	$ 15.11
13012	Exhibits Specialist II	$ 18.90
13013	Exhibits Specialist III	$ 23.27
13041	Illustrator I	$ 15.11
13042	Illustrator II	$ 18.90
13043	Illustrator III	$ 23.27
13047	Librarian	$ 18.96
13050	Library Technician	$ 13.22
13071	Photographer I	$ 13.46
13072	Photographer II	$ 15.11
13073	Photographer III	$ 18.90
13074	Photographer IV	$ 23.27
13075	Photographer V	$ 25.60

Laundry, Drycleaning, Pressing and Related Occups:

15010	Assembler	$ 6.51
15030	Counter Attendant	$ 6.51
15040	Dry Cleaner	$ 8.04
15070	Finisher, Flatwork, Machine	$ 6.51
15090	Presser, Hand	$ 6.51
15100	Presser, Machine, Drycleaning	$ 6.51

15130	Presser, Machine, Shirts	$ 6.51
15160	Presser, Machine, Wearing Apparel, Laundry	$ 6.51
15190	Sewing Machine Operator	$ 9.09
15220	Tailor	$ 9.75
15250	Washer, Machine	$ 7.14

Machine Tool Operation and Repair Occupations:

19010	Machine-Tool Operator (Toolroom)	$ 17.44
19040	Tool and Die Maker	$ 21.24

Materials Handling and Packing Occupations:

21010	Fuel Distribution System Operator	$ 14.80
21020	Material Coordinator	$ 14.64
21030	Material Expediter	$ 14.64
21040	Material Handling Laborer	$ 10.01
21050	Order Filler	$ 12.76
21071	Forklift Operator	$ 10.93
21080	Production Line Worker (Food Processing)	$ 11.25
21100	Shipping/Receiving Clerk	$ 11.78
21130	Shipping Packer	$ 10.99
21140	Store Worker I	$ 8.61
21150	Stock Clerk (Shelf Stocker; Store Worker II)	$ 11.13
21210	Tools and Parts Attendant	$ 12.73
21400	Warehouse Specialist	$ 11.25

Mechanics and Maintenance and Repair Occupations:

23010	Aircraft Mechanic	$ 18.39
23040	Aircraft Mechanic Helper	$ 13.38
23050	Aircraft Quality Control Inspector	$ 19.37
23060	Aircraft Servicer	$ 15.47
23070	Aircraft Worker	$ 16.45
23100	Appliance Mechanic	$ 17.44
23120	Bicycle Repairer	$ 14.43
23125	Cable Splicer	$ 18.39
23130	Carpenter, Maintenance	$ 17.44
23140	Carper Layer	$ 16.85
23160	Electrician, Maintenance	$ 17.93
23181	Electronics Technician, Maintenance I	$ 15.51
23182	Electronics Technician, Maintenance II	$ 19.80
23183	Electronics Technician, Maintenance III	$ 21.56
23260	Fabric Worker	$ 15.23
23290	Fire Alarm System Mechanic	$ 18.39
23310	Fire Extinguisher Repairer	$ 14.43
23340	Fuel Distribution System Mechanic	$ 18.39
23370	General Maintenance Worker	$ 15.90
23400	Heating, Refrigeration and Air-Conditioning Mechanic	$ 18.39
23430	Heavy Equipment Mechanic	$ 18.39
23440	Heavy Equipment Operator	$ 18.66
23460	Instrument Mechanic	$ 18.39
23470	Laborer	$ 9.71
23500	Locksmith	$ 17.44
23530	Machinery Maintenance Mechanic	$ 19.82
23550	Machinist, Maintenance	$ 20.79
23580	Maintenance Trades Helper	$ 13.38
23640	Millwright	$ 18.39
23700	Office Appliance Repairer	$ 17.44
23740	Painter, Aircraft	$ 17.44
23760	Painter, Maintenance	$ 17.44
23790	Pipefitter, Maintenance	$ 17.77
23800	Plumber, Maintenance	$ 17.44

23820	Pneudraulic Systems Mechanic	$ 18.39
23850	Rigger	$ 18.39
23870	Scale Mechanic	$ 16.45
23890	Sheet-Metal Worker, Maintenance	$ 18.39
23910	Small Engine Mechanic	$ 19.37
23930	Telecommunications Mechanic I	$ 18.39
23931	Telecommunications Mechanic II	$ 19.37
23950	Telephone Lineman	$ 18.39
23960	Welder, Combination, Maintenance	$ 18.39
23965	Well Driller	$ 18.39
23970	Woodcraft Worker	$ 18.39
23980	Woodworker	$ 14.80

Personal Needs Occupations:

24570	Child Care Attendant	$ 8.69
24580	Child Care Center Clerk	$ 10.54
24600	Chore Aide	$ 6.39
24630	Homemaker	$ 12.05

Plant and System Operation Occupations:

25010	Boiler Tender	$ 18.39
25040	Sewage Plant Operator	$ 17.44
25070	Stationary Engineer	$ 18.39
25190	Ventilation Equipment Tender	$ 13.38
25210	Water Treatment Plant Operator	$ 17.44

Protective Service Occupations:

27004	Alarm Monitor	$ 11.20
27006	Corrections Officer	$ 17.09
27010	Court Security Officer	$ 17.57
27040	Detention Officer	$ 17.09
27070	Firefighter	$ 15.83
27101	Guard I	$ 8.50
27102	Guard II	$ 11.20
27130	Police Officer	$ 19.80

Stevedoring/Longshoremen Occupational Services:

28010	Blocker and Bracer	$ 13.83
28020	Hatch Tender	$ 13.83
28030	Line Handler	$ 13.83
28040	Stevedore I	$ 13.00
28050	Stevedore II	$ 14.66

Technical Occupations:

29010	Air Traffic Control Specialist, Center 2/	$ 24.47
29011	Air Traffic Control Specialist, Station 2/	$ 16.87
29012	Air Traffic Control Specialist, Terminal 2/	$ 18.59
29023	Archeological Technician I	$ 13.63
29024	Archeological Technician II	$ 15.25
29025	Archeological Technician III	$ 18.90
29030	Cartographic Technician	$ 18.90
29035	Computer Based Training (CBT) Specialist/Instructor	$ 17.93
29040	Civil Engineering Technician	$ 18.90
29061	Drafter I	$ 10.75
29062	Drafter II	$ 13.46
29063	Drafter III	$ 15.11
29064	Drafter IV	$ 18.90
29081	Engineering Technician I	$ 11.55

29082	Engineering Technician II	$ 13.40
29083	Engineering Technician III	$ 16.10
29084	Engineering Technician IV	$ 18.48
29085	Engineering Technician V	$ 22.60
29086	Engineering Technician VI	$ 27.35
29090	Environmental Technician	$ 18.27
29100	Flight Simulator/Instructor (Pilot)	$ 23.32
29150	Graphic Artist	$ 17.93
29160	Instructor	$ 18.40
29210	Laboratory Technician	$ 14.62
29240	Mathematical Technician	$ 18.48
29361	Paralegal/Legal Assistant I	$ 13.22
29362	Paralegal/Legal Assistant II	$ 16.86
29363	Paralegal/Legal Assistant III	$ 20.62
29364	Paralegal/Legal Assistant IV	$ 24.95
29390	Photooptics Technician	$ 18.48
29480	Technical Writer	$ 16.72
29491	Unexploded Ordnance Technician I	$ 15.55
29492	Unexploded Ordnance Technician II	$ 18.82
29493	Unexploded Ordnance Technician III	$ 22.55
29494	Unexploded Safety Escort	$ 15.55
29495	Unexploded Sweep Personnel	$ 15.55
29620	Weather Observer, Senior 3/	$ 17.02
29621	Weather Observer, Combined Upper Air & Surface Programs 3/	$ 14.62
29622	Weather Observer, Upper Air 3/	$ 14.62

Transportation/Mobile Equipment Operation Occups:

31030	Bus Driver	$ 13.24
31260	Parking and Lot Attendant	$ 7.50
31290	Shuttle Bus Driver	$ 10.42
31300	Taxi Driver	$ 9.67
31361	Truckdriver, Light Truck	$ 10.42
31362	Truckdriver, Medium Truck	$ 13.24
31363	Truckdriver, Heavy Truck	$ 15.54
31364	Truckdriver, Tractor-Trailer	$ 16.93

Miscellaneous Occupations:

99020	Animal Caretaker	$ 8.61
99030	Cashier	$ 6.51
99041	Carnival Equipment Operator	$ 9.33
99042	Carnival Equipment Repairer	$ 10.06
99043	Carnival Worker	$ 7.23
99050	Desk Clerk	$ 9.45
99095	Embalmer	$ 18.40
99300	Lifeguard	$ 6.89
99310	Mortician	$ 18.40
99350	Park Attendant (Aide)	$ 8.48
99400	Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	$ 7.58
99500	Recreation Specialist	$ 15.40
99510	Recycling Worker	$ 9.33
99610	Sales Clerk	$ 6.75
99620	School Crossing Guard (Crosswalk Attendant)	$ 7.23
99630	Sports Official	$ 6.75
99658	Survey Party Chief (Chief of Party)	$ 10.93
99659	Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	$ 9.42
99660	Surveying Aide	$ 6.16
99690	Swimming Pool Operator	$ 11.47
99720	Vending Machine Attendant	$ 9.33
99730	Vending Machine Repairer	$ 11.47
99740	Vending Machine Repairer Helper	$ 9.33

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

HEALTH & WELFARE: $1.39 per hour or $55.60 per week or $240.93 per month.

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

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

1/
Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/
APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/
WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday preium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as

compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $4.25 per week (or $.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a

conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

ATTACHMENT J.5.

THE WHITE HOUSE

Office of the Press Secretary

For Immediate Release April 16, 1997

EXECUTIVE ORDER

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INCREASING SEAT BELT USE IN THE UNITED STATES

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Highway Safety Act of 1966, 23 U.S.C. 402 and 403, as amended, section 7902(c) of title 5, United States Code, and section 19 of the Occupational Safety and Health Act of 1970, 29 U.S.C. 668, as amended, and in order to require that Federal employees use seat belts while on official business; to require that motor vehicle occupants use seat belts in national park areas and on Department of Defense ("Defense") installations; to encourage Tribal Governments to adopt and enforce seat belt policies and programs for occupants of motor vehicles traveling on highways in Indian Country; and to encourage Federal contractors, subcontractors, and grantees to adopt and enforce on-the-job seat belt use policies and programs, it is hereby ordered as follows:

Section 1. Policies. (a) Seat Belt Use by Federal Employees. Each Federal employee occupying any seating position of a motor vehicle on official business, whose seat is equipped with a seat belt, shall have the seat belt properly fastened at all times when the vehicle is in motion.

(b) Seat Belt Use in National Parks and on Defense Installations. Each operator and passenger occupying any seating position of a motor vehicle in a national park area or on a Defense installation, whose seat is equipped with a seat belt or child restraint system, shall have the seat belt or child restraint system properly fastened, as required by law, at all times when the vehicle is in motion.

(c) Seat Belt Use by Government Contractors, Subcontractors and Grantees. Each Federal agency, in contracts, subcontracts, and grants entered into after the date of this order, shall seek to encourage contractors, subcontractors, and grantees to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

(d) Tribal Governments. Tribal Governments are encouraged to adopt and enforce seat belt policies and programs for occupants of motor vehicles traveling on highways in Indian Country that are subject to their jurisdiction.

Sec. 2. Scope of Order. All agencies of the executive branch are directed to promulgate rules and take other appropriate measures within their existing programs to further the policies of this order. This includes, but is not limited to, conducting education, awareness, and other appropriate programs for Federal employees about the importance of wearing

seat belts and the consequences of not wearing them. It also includes
encouraging Federal contractors, subcontractors, and grantees to conduct such programs. In addition, the National Park Service and the Department of Defense are directed to initiate rulemaking to consider regulatory changes with respect to enhanced seat belt use requirements and standard (primary) enforcement of such requirements in national park areas and on Defense installations, consistent with the policies outlined in this order, and to widely publicize and actively enforce such regulations. The term "agency" as used in this order means an Executive department, as defined in 5 U.S.C. 101, or any employing unit or authority of the Federal Government, other than those of the legislative and judicial branches.

Sec. 3. Coordination. The Secretary of Transportation shall provide leadership and guidance to the heads of executive branch agencies to assist them with the employee seat belt programs established pursuant to this order. The Secretary of Transportation shall also cooperate and consult with the legislative and judicial branches of the Government to encourage and help them to adopt seat belt use programs.

Sec. 4. Reporting Requirements. The Secretary of Transportation, in cooperation with the heads of executive branch agencies, and after consultation with the judicial and legislative branches of Government, shall submit an annual report to the President. The report shall include seat belt use rates and statistics of crashes, injuries, and related costs involving Federal employees on official business and occupants of motor vehicles driven in national park areas, on Defense installations, and on highways in Indian Country. The report also shall identify specific agency programs that have made significant progress towards achieving the goals of this order or are notable and deserving of recognition. All agencies of the executive branch shall provide information to, and otherwise cooperate with, the Secretary of Transportation to assist with the preparation of the annual report.

Sec. 5. Other Powers and Duties. Nothing in this order shall be construed to impair or alter the powers and duties of the heads of the various Federal agencies pursuant to the Highway Safety Act of 1966, 23 U.S.C. 402 and 403, as amended, section 19 of the Occupational Safety and Health Act of 1970, 29 U.S.C. 668, as amended, or sections 7901, 7902, and 7903 of title 5, United States Code, nor shall it be construed to affect any right, duty, or procedure under the National Labor Relations Act, 29 U.S.C. 151 et seq.

Sec. 6. General Provisions. (a) Executive Order 12566 of September 26, 1986, is revoked. To the extent that this order is inconsistent with any provisions of any prior Executive order, this order shall control.

(b) If any provision of this order or application of any such provision is held to be invalid, the remainder of this order and other applications of such provision shall not be affected.

(c) Nothing in this order shall be construed to create a new cause of action against the United States, or to alter in any way the United States liability under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.

(d) The Secretary of Defense shall implement the

provisions of this order insofar as practicable for vehicles of the Department of Defense.

(e) The Secretary of the Treasury and the Attorney General, consistent with their protective and law enforcement responsibilities, shall determine the extent to which the requirements of this order apply to the protective and law enforcement activities of their respective agencies.

WILLIAM J. CLINTON

THE WHITE HOUSE,
April 16, 1997.

# # #

ATTACHMENT J.6

Standard Form 85
Revised September 1995
U.S. Office of Personnel Management
5 CFR Parts 731 and 736

Form approved:
O.M.B. No. 3206-0005
NSN 7540-00-634-4035
85-111

Questionnaire for Non-Sensitive Positions

Follow instructions fully or we cannot process your form. Be sure to sign and date the certification statement on page 5 and the release on page 6. *If you have any questions,* call the office that gave you the form.

Purpose of this Form

The U.S. Government conducts background investigations to establish that applicants or incumbents either employed by the Government or working for the Government under contract, are suitable for the job. Information from this form is used primarily as the basis for this investigation. Complete this form only after a conditional offer of employment has been made.

Giving us the information we ask for is voluntary. However, we may not be able to complete your investigation, or complete it in a timely manner, if you don't give us each item of information we request. This may affect your placement or employment prospects.

Authority to Request this Information

The U.S. Government is authorized to ask for this information under Executive Order 10577, sections 3301 and 3302 of title 5, U.S. Code; and parts 5, 731 and 736 of Title 5, Code of Federal Regulations.

Your Social Security number is needed to keep records accurate, because other people may have the same name and birth date. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

The Investigative Process

Background investigations are conducted using your responses on this form and on your Declaration for Federal Employment (OF 306) to develop information to show whether you are reliable, trustworthy, and of good conduct and character. Your current employer must be contacted as part of the investigation, even if you have previously indicated on applications or other forms that you do not want this.

Instructions for Completing this Form

1. Follow the instructions given to you by the person who gave you the form and any other clarifying instructions furnished by that person to assist you in completion of the form. Find out how many copies of the form you are to turn in. You must sign and date, in black ink, the original and each copy you submit.

2. Type or legibly print your answers in black ink (if your form is not legible, it will not be accepted). You may also be asked to submit your form in an approved electronic format.

3. All questions on this form must be answered. If no response is necessary or applicable, indicate this on the form (for example, enter "None" or "N/A"). If you find that you cannot report an exact date, approximate or estimate the date to the best of your ability and indicate this by marking "APPROX." or "EST."

4. Any changes that you make to this form after you sign it must be initialed and dated by you. Under certain limited circumstances, agencies may modify the form consistent with your intent.

5. You must use the State codes (abbreviations) listed on the back of this page when you fill out this form. Do not abbreviate the names of cities or foreign countries.

6. The 5-digit postal ZIP codes are needed to speed the processing of your investigation. The office that provided the form will assist you in completing the ZIP codes.

7. All telephone numbers must include area codes.

8. All dates provided on this form must be in Month/Day/Year or Month/Year format. Use numbers (1-12) to indicate months. For example, June 10, 1978, should be shown as 6/10/78.

9. Whenever "City (Country)" is shown in an address block, also provide in that block the name of the country when the address is outside the United States.

10. If you need additional space to list your residences or employments/self-employments/unemployment or education, you should use a continuation sheet, SF 86A. If additional space is needed to answer other items, use a blank piece of paper. Each blank piece of paper you use must contain **your name and Social Security Number at the top of the page.**

PRIVACY ACT AND PUBLIC BURDEN STATEMENT

The Office of Personnel Management is authorized to request this information under sections 1302, 3301, 3304, and 8716 of title 5 of the U.S. Code. Section 1104 of title 5 allows the Office of Personnel Management to delegate personnel management functions to other Federal agencies. If necessary, and usually in conjunction with another form or forms, this form may be used in conducting an investigation to determine your suitability or your ability to hold a security clearance, and it may be disclosed to authorized officials making similar, subsequent determinations.

Public burden reporting for this collection of information is estimated to vary from 5 to 30 minutes with an average of 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Reports and Forms Management Officer, U.S. Office of Personnel Management, 1900 E Street, N.W., Washington, D.C. 20415.

ROUTINE USES: Any disclosure of this record or information in this record is in accordance with routine uses found in System Notice OPM/GOVT-1, General Personnel Records. This system allows disclosure of information to training facilities; organizations deciding claims for retirement, insurance, unemployment, or health benefits; officials in litigation or administrative proceeding where the Government is a party; law enforcement agencies concerning a violation of law or regulation; Federal agencies for statistical reports and studies; officials of labor organizations recognized by law in connection with representing employees; Federal agencies or other sources requesting information for Federal agencies in connection with hiring or retaining, security clearance, security or suitability investigations, classifying jobs, contracting, or issuing licenses, grants, or other benefits; public and private organizations, including news media, which grant or publicize employee recognition and awards; the Merit Systems Protection Board, the Office of Special Counsel, the Equal Employment Opportunity Commission, the Federal Labor Relations Authority, the National Archives, the Federal Acquisitions Institute, and Congressional offices in connection with their official functions; prospective non-Federal employers concerning tenure of employment, civil service status, length of service, and the date and nature of action for separation as shown on the SF 50 (or authorized exception) of a specifically identified individual; requesting organizations or individuals concerning the home address and other relevant information on those who might have contracted an illness or been exposed to a health hazard; authorized Federal and non-Federal agencies for use in computer matching; spouses or dependent children asking whether the employee has changed from a self-and-family to a self-only health benefits enrollment; individuals working on a contract, service, grant, cooperative agreement, or job for the Federal government; non-agency members of an agency's performance or other panel; and agency-appointed representatives of employees concerning information issued to the employee about fitness-for-duty or agency-filed disability retirement procedures.

Optional Form 306
September 1994
U.S. Office of Personnel Management

Declaration for Federal Employment

Form Approved:
O.M.B. No. 3206-0182
NSN 7540-01-368-7775
50306-101

GENERAL INFORMATION

1 FULL NAME ▶

2 SOCIAL SECURITY NUMBER ▶

3 PLACE OF BIRTH *(Include City and State or Country)* ▶

4 DATE OF BIRTH *(MM/DD/YY)* ▶

5 OTHER NAMES EVER USED *(For example, maiden name, nickname, etc.)*
▶
▶

6 PHONE NUMBERS *(Include Area Codes)*
DAY ▶
NIGHT ▶

MILITARY SERVICE

	Yes	No
7 Have you served in the United States Military Service? *If your only active duty was training in the Reserves or National Guard, answer "NO".*		

If you answered "YES", list the branch, dates (MM/DD/YY), and type of discharge for all active duty military service.

BRANCH	FROM	TO	TYPE OF DISCHARGE

BACKGROUND INFORMATION

For all questions, provide all additional requested information under item 15 or on attached sheets. The circumstances of each event you list will be considered. However, in most cases you can still be considered for Federal jobs.

For questions 8, 9, and 10, your answers should include convictions resulting from a plea of nolo contendere *(no contest)*, but omit (1) traffic fines of $300 or less, (2) any violation of law committed before your 16th birthday, (3) any violation of law committed before your 18th birthday if finally decided in juvenile court or under a Youth Offender law, (4) any conviction set aside under the Federal Youth Corrections Act or similar State law, and (5) any conviction whose record was expunged under Federal or State law.

	Yes	No
8 During the last 10 years, have you been convicted, been imprisoned, been on probation, or been on parole? (Includes felonies, firearms or explosives violations, misdemeanors, and all other offenses.) *If "Yes", use item 15 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved.*		
9 Have you been convicted by a military court-martial in the past 10 years? (If no military service, answer "NO".) *If "Yes", use item 15 to provide the date, explanation of the violation, place of occurrence, and the name and address of the military authority or court involved.*		
10 Are you now under charges for any violation of law? *If "Yes", use item 15 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved.*		

ATTACHMENT J.8

CPSC AD	STANDARD OPERATING PROCEDURES	SOP #
ADMINISTRATIVE SERVICES BRANCH		ASB
		Jul 1998

COPY CENTER

CPSC DUPLICATING SERVICE

PURPOSE: The purpose of this Standard Operating Procedure (SOP) is to establish the Consumer Product Safety Commission's (CPSC) policies and procedures to initiate a system which will provide accurate usage records rather than estimates of duplicating service, especially copying volume. Control over the copying in general and specifically large copying volume will help the CPSC realize maximum cost savings and will lead to improved delivery service.

SCOPE: The provisions of this Standard Operating Procedure apply to all CPSC.

PROCEDURE:

1. Copy Center Personnel:

a. Shall be responsible for the processing of all CPSC in-house official photocopying.

b. Shall have a thorough working knowledge of the Kodak duplicating equipment, models I-70 and 2110 (i.e., load paper, clear jams, produce clear, and clean aligned copies).

c. Shall perform minor remedial or corrective maintenance, including adjustments, to ensure continued operation of walk-up copiers.

d. Shall follow the equipment manufacturer's recommended procedure for normal maintenance adjustments, and supplies.

e. Shall make sure that all jobs are submitted with a completed CPSC Form 180.

f. Shall adhere to all "priority-I" job which includes briefing packages, news releases pending issuance, and Freedom of Information Act (FOIA) materials.

g. Shall handled all other duplication request or "priority-2" jobs, on a first come, first served basis after all priority-I work is completed.

h. Shall post the expected completion times for priority-1 requests for each day and make the log books for both priority requests available on the counter.

i. Shall refer all job requests that exceed 25,000 copies to CPSC Project Officer.

j. Shall copy all jobs two-sided unless otherwise specified.

k. Shall ensure that copyrighted material is approved by CPSC Project Officer.

l. Shall not make less than 45 copies of multiple-page jobs unless specified otherwise by CPSC Project Officer.

m. Shall adhere to procedures on the handling of proprietary information:

1. Upon receipt of an order, the contractor shall assign a job number and record the date and time with a clock date stamp on the CPSC Form 180.

2. Each job shall be completed and a call made to the office indicated on the CPSC Form 180 for pick up in the order it is received.

3. Priority jobs will be assigned by the Project Officer, or his/her designee.

4. Upon completion and delivery of an order, the contractor shall have the receiving office sign and date Blacks 24 and 25 and add the clock time to Block 26 of the CPSC Form 180.

n. Shall maintain receipts on all CPSC Form 180 for six years.

o. Shall maintain inventory of supplies and notify CPSC Project Officer four weeks before depletion.

p. Shall keep Copy Center secure at all times.

CPSC AD DIVISION OF ADMINISTRATIVE SERVICES	STANDARD OPERATING PROCEDURES	SOP # ADAS July 1998

MAIL MANAGEMENT

CPSC MAIL

PURPOSE: The purpose of this Standard Operating Procedure (SOP) is to establish the Consumer Product Safety Commission's (CPSC) policies and procedures for the development and operation of a mail management system which will provide management standards and control for all mailings in general, provide for the security and accountability for all mailing equipment and supplies, maximize cost savings and develop improved service.

SCOPE: The provisions of this Standard Operating Procedure apply to all CPSC mailings.

PROCEDURE:

1. MAIL PERSONNEL: Shall be responsible for the processing of all CPSC outgoing official mail in accordance with this SOP.

2. OUTGOING MAIL:

a. Distributing Mail:

1. The mail clerk shall sort mail as appropriate and ensure that each item is ready to mail out, (i.e., sealed, and if necessary, is marked with proper mail endorsements.)

2. Sort the outgoing mail according to size, class and weight to help expedite the weighing and metering process.

3. INCOMING MAIL:

a. Distributing Mail:

1. The mail clerk shall sort all identifiable incoming mail. All mail which cannot be distributed due to an insufficient address, or unknown addressee, shall be forwarded to the Office Manager for identification or disposition.

4. METERING MACHINE AND/OR GOVERNMENT STAMPS:

a. Each outgoing mail-piece will be affixed with its proper postage.

b. The mail clerk shall ensure that the meter is set with the appropriate date.

c. The mail clerk shall place all metered and/or Government stamp mail in a mailing tray. All metered and Government stamp mail shall be facing in one direction in trays.

d. The mail clerk shall maintain daily metered and Government stamp mail usage and UPS account logs. A meter reading should be taken twice daily on the mailing equipment (beginning and ending).

5. SUPPLIES:

a. The mail clerk shall maintain Mailroom supplies, i.e., current mail services (USPS, UPS, Federal Express) rate charts, wrapping paper, scissors, and tape.

6. WEIGHING:

a. All outgoing mail weighing 5 ounces or less shall be sent First-Class rate. Mail weighing over 6 ounces, but less than 16 ounces shall be sent as Third-Class single pieces. All large boxes and packages shall be sent by United Parcel Service (UPS).

b. Weigh and process the outgoing mail through the meter, as appropriate.

7. REPORTING REQUIREMENTS:

a. Submit reconcilable monthly reports on the metered/Government stamp mail, and UPS accounts to Headquarters, Division of Administrative Services (ADAS) thru Regional Center. These reports shall reflect the actual usage of each Office's mail classes, volume, and cost association.

b. Ensure that all overnight express, registered and certified packages are logged and receipts are kept in accordance with the General Records Schedule.

8. SHUTTLE DRIVER:

Headquarters:

Deliver the Daily News Logs and Newspapers to the Chairman and Commissioners at 8:30 a.m.

Field Offices:

Depart EWT @ 8:45 a.m. for the morning run to make deliveries and pickups of official mail at the Engineering Laboratory, Chemistry Laboratory,

Parklawn, and CPSC Warehouse.

Non-CPSC Offices:

Depart EWT @ 1:00 p.m. for the afternoon run to make deliveries and pickups of official mail at the GAO, GPO, and other unscheduled stops in the downtown location.

Vehicle Operation:

Maintain daily vehicle mileage log on every pickup and delivery.

Submit all gasoline receipts to the Property Officer. Vehicle should be kept in good condition at all times (vacuum and wash as needed).

Mobile Telephone:

The mobile telephone should accompany the Chairman on all trips. Driver should maintain a telephone log for all outgoing phone calls.

9. SAMPLE DELIVERY SERVICES:

a. The contractor shall provide a Sample delivery service in conjunction with and simultaneously with the daily Shuttle Driver/messenger pick-up and delivery, on a schedule as provided by the CPSC Project Officer.

b. The Shuttle Driver/Messenger shall be required to transport and document the transfer of Official CPSC Samples. Samples shall be picked up at seven (7) locations. Four (4) at CPSC Headquarters locations, one (1) at the CPSC Engineering Laboratory, one (1) at the Chemistry Laboratory, and one (1) at the CPSC Sample/Warehouse Facility as identified by the CPSC Project Officer.

c. The Contractor's employees shall sign and/or complete or cause to be signed or completed by both transferring and or receiving parties, CPSC form # Mail/Shuttle Sample Transfer Form, logs, receipts, delivery notices, records, journals, or any other system of tracking and/or assuring delivery of any material.

d. The Shuttle Driver/Messenger shall take all necessary precautions to ensure that the CPSC Samples assigned for transfer is appropriately secured, sealed, and protected from weather and delivered in good condition and documentation

completed.

e. The Shuttle Driver/Messenger shall use a push cart, flat bed cart, mail cart or hand truck provided by the Government to pick-up Samples from CPSC Headquarters locations and transport to the trunk of the CPSC Sedan. Ensuring that Samples are packed securely. Samples shall not be left unattended/unsecured at anytime during transport process.

f. The Shuttle Driver/Messenger shall transport with each sample transfer a government owned and provided hand held bar code scanner.

g. The Shuttle Driver/Messenger shall stop at each Sample transfer location, delivering or picking up samples as needed and completing documentation.

h. The Shuttle Driver/Messenger shall obtain signature from CPSC assigned Sample Transfer Locations.

i. In the event that no samples are identified as requiring transfer the Shuttle Driver/Messenger identifies this on documentation and proceeds to the next scheduled location.

j. The Shuttle Driver/Messenger ensures that all sample materials at each location has been received, delivered or documented.

k. The Contractor shall not be required to transport 1.4g Hazardous Material, Fireworks.

l. The described pick-up and delivery services shall be executed under CPSC Standard Operating Procedures for the mailroom. However, the CPSC Project Officer retains the right to reschedule, modify, superimpose, or eliminate any pick-up or delivery order or portion thereof. Such rescheduling or redirecting may be done without prior notice.

m. The Shuttle Driver/Messenger shall immediately identify all samples or materials not delivered to the Project Officer or the Director of Administrative Services Division or the Acting Official.

n. The Shuttle Driver/Messenger shall be responsible for the delivery, transfer, and documentation of CPSC Official samples directly to their requested

locations as times prescribed by the CPSC Project Officer. In the event the Shuttle Driver/Messenger is unable to perform this task for any reason, the Mailroom Clerk or Distribution Mail Clerk or Contractor on-site supervisor shall perform task as required.

o. The Contractor shall provide sample delivery and pick-up services via the daily mail trip between The Consumer Product Safety Commission Headquarters and the Chemistry/Engineering Laboratories and sample/warehouse facility (with estimated frequencies as set forth in the Shuttle/Messenger services schedule).

10. FACILITIES:

a. Report new equipment, system requirements, or failures to ADAS.

11. KEY PERSONNEL:

a. Ensure that only authorized personnel operate meter equipment and distribute Government stamps.

12. BACK-UP PERSONNEL:

a. The Standard Operating Procedures should be read and understood by all mail personnel in the event of a key personnel's absence.

13. CONTROL AND SECURITY:

a. The key personnel shall manage and secure the Government stamps and the postage meter and all money amounts charged to the meter.

Any questions regarding this Standard Operating Procedure should be directed to CPSC Mail Manager.