ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 9

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

1 DATE OF ORDER: 24 Aug 1999

2 CONTRACT NO (if any):

3 ORDER NO: CPSC-S-99-5256

4 REQUISITION/REFERENCE NO: 00094099-0060

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

6 SHIP TO ISIS142
a NAME OF CONSIGNEE: CONSUMER PRODUCT SAFETY COMMISSION
b STREET ADDRESS: DIVISION OF INFORMATION SYSTEMS
4330 EAST WEST HWY ROOM 506
c CITY: BETHESDA
d STATE: MD
e ZIP CODE: 20814-4408
f SHIP VIA:

7 TO 00019182 TIN 541838170
a NAME OF CONTRACTOR: THE SIGNATURE GROUP (TSG)
b COMPANY NAME:
c STREET ADDRESS: 8229 BOONE BLVD SUITE 820
d CITY: VIENNA
e STATE: VA
f ZIP CODE: 22182

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

9 ACCOUNTING AND APPROPRIATION DATA: 99 EXOB-PS 2420.00 9999169 25.2302 $1,500.00

10 REQUISITIONING OFFICE: ISIS

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

12 F O B POINT: DESTINATION

13 PLACE OF
a INSPECTION: BETHESDA, MARYLAND
b ACCEPTANCE: BETHESDA, MARYLAND

14 GOVERNMENT B/L NO:

15 DELIVER TO F O B POINT ON OR BEFORE: 30 Sep 1999

16 DISCOUNT TERMS: 00.00% 0 Days Net 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT (g)
	OPEN MARKET					
		NTE		NTE	NTE	
0001	WEB SERVER TECHNOLOGY ASSESSMENT IN ACCORDANCE WITH THE STATEMENT OF WORK. ESTIMATED LABOR HOURS FOR ASSESSMENT AND RECOMMENDATION REPORT, P/N: LABOR-CS.	10	HR	150.00	1,500.00	
	OLD CODE:99 2 940 99169 25.43					

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

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

21 MAIL INVOICE TO:
a NAME: CONSUMER PRODUCT SAFETY COMM
b STREET ADDRESS (or P O Box): ACCT OFFICER DIV OF FIN MGMT ROOM 522
c CITY: WASHINGTON
d STATE: DC
e ZIP CODE: 20207

SEE BILLING INSTRUCTIONS ON REVERSE

17(i) GRAND TOTAL: US$ 1,500.00

22 UNITED STATES OF AMERICA BY (Signature)

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

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

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

SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order "Payment is requested in the amount of $_____ No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals Prepaid shipping costs will be indicated as a separate item on the invoice Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by, me and conforms to contract. Items listed below have been rejected for the reasons indicated

SHIPMENT NUMBER	PARTIAL / FINAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U S GOV'T REP	DATE
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

STATEMENT OF WORK

The contractor shall perform an assessment of the web server technology and configuration currently in place at the Consumer Product Safety Commission. The contractor shall perform the following tasks:

1. Assess the current web/e-mail gateway servers design, configuration, relative performance, and security policies.

2. Identify configuration modifications to optimize the current web server platforms to increase the number of concurrent connections from approximately 400 at present, to at least 1000, if possible.

3. Make recommendations as to content replication needs and requirements.

Once the on-site assessment has been completed, the contractor shall follow up on the visit with an Assessment document defining recommended modifications to CPSCs web server systems design and configuration. It is estimated that it will take 10 hours to conduct the site review and assessment, which shall be conducted at CPSC offices and the offices of the contractor. The contractor shall present its assessment and findings to the Consumer Product Safety Commission in written and oral presentations.

GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

The Government will furnish to the Contractor for use in connection with this contract the materials/ equipment set forth below:

1) Identification of CPSCs web server hardware platforms processing power, memory and storage capacity.

2) All server hardware in good working order.

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.

All other materials/equipment required in the performance of this contract, shall be furnished by the Contractor.

CONTRACTOR USE OF CPSC ADP RESOURCES

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

described in the contract.

The contractors Senior Engineer shall perform all work only during normal business hours.

1. 52.252-2

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

**7504

**7504

(End of clause)

2. 52.227-14

RIGHTS IN DATA--GENERAL (JUN 1987)

(Reference 27.409)

3. 52.0000-4004B

CONTRACTOR'S NOTE

I. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) 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.

To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. Invoice date (use of invoice number in addition to invoice date is prudent but not required).
3. The contract or purchase order number (see block 3 on page 1 of this order), or other authorization for delivery of goods or services.
4. Description, price and quantity of goods or services actually delivered or rendered.
5. Shipping cost terms (if applicable).
6. Payment terms.
7. Other substantiating documentation or information as specified in the contract or purchase order.
8. Name (where practicable), title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:
Accounting Officer,
Div. of Financial Services, Room 522
U. S. Consumer Product Safety Commission

Washington, D. C. 20207-9910

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner.

Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor.

II. PAYMENT

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 "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. Otherwise, late payments will include interest penalty payments.

Inquiries regarding payment should be directed to the Accounting Officer on (301) 504-0018 at the following address:

Accounting Officer,
Div. of Financial Services, Room 522
U. S. Consumer Product Safety Commission
Washington, D. C. 20207-9910

Complaints related to the late payment of an invoice should be directed to Deborah Peebles Hodge, Director, Division of Financial Services at the same address (above).

III. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER
Contact:
Andy Graves (301) 504-0444.

RECEIVING REPORTS FOR SMALL PURCHASES
(OPTIONAL FORM 347 BACK)
PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

The accompanying Receiving Report (Optional Form 347 BACK), provided with the copy of your executed Purchase Order (Optional Form 347), must be completed at the time the ordered goods or services are received. Upon receipt of the goods or services ordered, each item should be inspected, accepted (partial or final) or rejected. The Receiving Report must be appropriately completed, signed and dated by the authorized receiving official. In addition, column (G), Quantity Accepted, on the Purchase Order, must be completed.

Upon completion, the original copy of the Receiving Report and a copy of the Purchase Order must be immediately forwarded to the Division of Financial Services so that payment can be processed pursuant to the Prompt Payment Act. Additional copies should be made and retained consistent with local office procedures.

PROPERTY/EQUIPMENT PURCHASES

In the case of Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Receiving Report and a copy of the Purchase Order must also be immediately forwarded directly to the Property Management Officer (Rey Garcia) in the Administrative Services Branch (Room 520). The transmittal of Receiving Reports and Purchase Order copies to the Property Management Officer is critical to the integrity and operation of CPSC's Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

4. 52.213-4

TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAY 1999)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (AUG 1996) (E.O. 11755).

(ii) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.225-11, Restrictions on Certain Foreign Purchases (AUG 1998).

(ii) 52.232-1, Payments (APR 1984).

(iii) 52.232-8, Discounts for Prompt Payment (MAY 1997).

(iv) 52.232-11, Extras (APR 1984).

(v) 52.232-25, Prompt Payment (JUN 1997).

(vi) 52.233-1, Disputes (OCT 1995).

(vii) 52.244-6, Subcontracts for Commercial Items and Commercial Components (OCT 1995).

(viii) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over $10,000 in the United States).

(ii) 52.222-26, Equal Opportunity (APR 1984) (E.O. 11246) (Applies to contracts over $10,000).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212) (Applies to contracts over $10,000).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over $10,000).

(v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212) (Applies to contracts over $10,000).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over $2,500).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-3, Buy American Act--Supplies (JAN 1994) (41 U.S.C. 10) (Applies to supplies, and to services involving the furnishing of supplies, if the contract was--

(A) Under $25,000; or

(B) Set aside for small business concerns, regardless of dollar value).

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over $25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were taken in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.arnet.gov/far.

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to

the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

(End of Section)