AWARD / CONTRACT

1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

PAGE 1 OF PAGES 28

2 CONTRACT (Proc. Inst. Ident.) NO: CPSC-C-00-1162

3 EFFECTIVE DATE: MAR 27 2000

4 REQUISITION/PURCHASE REQUEST/PROJECT NO: 00-1162/016 0011179

5 ISSUED BY — CODE CPSC

US CONSUMER PRODUCT SAFETY COMM
DIVISION OF PROCUREMENT SERVICES
4330 EAST WEST HWY ROOM 517
BETHESDA, MD 20814-4408

BEVERLY Y WELLS B12 (301) 504-0444/1156
BWELLS@CPSC GOV

6 ADMINISTERED BY (If other than Item 5) — CODE BYW

BEVERLY Y WELLS

7 NAME AND ADDRESS OF CONTRACTOR (No Street, City County State and Zip Code)

VISUAL INFORMATION SYSTEM, INC
8901 TRIPLE RIDGE ROAD
FAIRFAX STATION VA 22039

Vendor ID 00017714
DUNS 949182182
CEC
Cage Code
TIN 541668162

8 DELIVERY: ☐ FOB ORIGIN ☐ OTHER (See below)

9 DISCOUNT FOR PROMPT PAYMENT: Net 30

10 SUBMIT INVOICES (4 copies unless otherwise specified) to THE ADDRESS SHOWN IN — ITEM PAYMENT

CODE — FACILITY CODE

11 SHIP TO/MARK FOR — CODE ISIS142

CONSUMER PRODUCT SAFETY COMMISSION
DIVISION OF INFORMATION SYSTEMS
4330 EAST WEST HWY ROOM 506
BETHESDA, MD 20814-4408

12 PAYMENT WILL BE MADE BY — CODE PAYMENT

CONSUMER PRODUCT SAFETY COMM
ACCT OFFICER DIV OF FIN MGMT ROOM 522
WASHINGTON, DC 20207

13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

☐ 10 U S C 2304(c)( ) ☒ 41 U S C 253(c)(5) 15 U.S.C. 637(a)

14 ACCOUNTING AND APPROPRIATION DATA

00 EXOB-PS 4310 00 0011179 25 2302

15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	SERVICE COMPUTER PROGRAMMING SERVICES (TASKS SPECIFIED ON NEXT PAGE)			TOTAL:	$150,000 00
	THIS CONTRACT IS AWARDED PURSUANT TO SECTION 8(a) OF THE SMALL BUSINESS ACT [15 U S C 637(a)] AND 41 U S C 253(c)(5), AND IN				

16G TOTAL AMOUNT OF CONTRACT US$ 150,000 00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17 ☒ CONTRACTOR S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents. (a) this award/contract, (b) the solicitation if any and (c) such provisions representations, certifications, and specifications as are attached or incorporated by reference herein (Attachments are listed herein)

18 ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above is hereby accepted as to the items listed above and on any continuation sheets This award consummates the contract which consists of the following documents (a) the Government's solicitation and your offer and (b) this award/contract. No further contractual document is necessary

19A NAME AND TITLE OF SIGNER (Type or Print)
VINH Q NGUYEN
PRESIDENT

20A NAME OF CONTRACTING OFFICER
ROBERT J FROST (301) 504-0444

19B NAME OF CONTRACTOR — BY _____ (Signature of person authorized to sign)

19C DATE SIGNED 3/24/2000

20B UNITED STATES OF AMERICA — BY _____ (Signature of Contracting Officer)

20C DATE SIGNED 3/27/00

NSN 7540-01 152-8069
PREVIOUS ADDITION UNUSABLE

STANDARD FORM 26 (REV 4-85)
Prescribed by GSA - FAR (48 CFR) 53 214 (a)

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO	SUPPLIES OR SERVICES	QUANTITY USS	UI	UNIT PRICE	AMOUNT USS
	ACCORDANCE WITH THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSUMER PRODUCT SAFETY COMMISSION AND THE SMALL BUSINESS ADMINISTRATION ON STREAMLINED 8(a) PROCEDURES THE SBA WDO REQUIREMENT NO IS 0353-00-002325				
	THE CONTRACTOR SHALL PERFORM THE FOLLOWING TASKS				
0001	TASK 1 - THE CONTRACTOR SHALL DEVELOP A NEW ALL TRAUMA STUDY APPLICATION IN ACCORDANCE WITH SECTION C 3 b	1	EA	65,000 00	65,000 00
0002	TASK 2 - THE CONTRACTOR SHALL INTEGRATE THE NEW ALL TRAUMA STUDY APPLICATION INTO THE CURRENT NEISS APPLICATION IN ACCORDANCE WITH SECTION C 3 c	1	EA	35,000 00	35,000 00
0003	TASK 3 - THE CONTRACTOR SHALL FULLY DOCUMENT THE NEW ALL TRAUMA STUDY APPLICATION IN ACCORDANCE WITH SECTION C 3.d	1	EA	7,000 00	7,000 00
0004	TASK 4 - THE CONTRACTOR SHALL MODIFY THE ALL TRAUMA STUDY APPLICATION AS REQUIRED DURING THE CONTRACT PERIOD IN ACCORDANCE WITH SECTION C 3 e	Up to 500	HR	86 00	43,000 00

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SECTION A - Award/Contract Form

See page 1.

SECTION B - Supplies or Services and Prices/Costs

B.1. DESCRIPTION OF SERVICES

This is an 8(a) contract for Visual Information System, Inc., an 8(a) firm, to develop a new All Trauma Study application as described in Section C.3., STATEMENT OF WORK.

B.2. CONTRACT TYPE

This is a firm-fixed-price for Tasks 1 through 3, labor-hour for Task 4, nonpersonal services contract.

B.3. SERVICES AND PRICES

a. The Contractor shall provide computer programming services to complete the tasks specified in Section C.3., STATEMENT OF WORK.

b. The Contractor will be paid firm-fixed prices in accordance with the Schedule on page 2 for successfully completing Tasks 1, 2, and 3.

c. The Contractor will be paid an hourly rate for hours expended during the contract period modifying the new All Trauma Study application as described under Task 4.

SECTION C - Description/Specifications/Work Statement

C.1. BACKGROUND INFORMATION

a. The Consumer Product Safety Commission (CPSC) requires analysis, design, conversion, and programming of front-end PowerBuilder 6.5 client programs running under Windows 95; and analysis, design, and implementation of back-end Sybase Adaptive Server applications using business rules, stored procedures, and triggers to expand the National Electronic Injury Surveillance System (NEISS). The CPSC has entered into an interagency agreement with the Center for Disease Control (CDC) to expand the NEISS database application to obtain national estimates of all types and external causes of nonfatal injuries treated in hospital emergency departments The NEISS data will

be used to provide baseline estimates of nonfatal injuries in the United States and to monitor trends in injury rates over time. These data will be useful to CPSC, CDC, and many other federal agencies.

b. On or about May 1, 2000, the CPSC will begin collecting data on all injuries from selected NEISS hospitals. By the end of the calendar year, it is expected that all hospitals will be participating in the All Trauma Study. The CPSC will bring contractors on-site to perform the daily review of NEISS cases and to code several new variables that describe the external cause of injury. Because of the greatly increased caseload, each case must, on average, take thirty seconds or less for review and coding. The CPSC Division of Data Systems (EPDS) needs to have a new All Trauma Study NEISS application developed that will make this process as efficient as possible.

C.2. OBJECTIVE

To obtain information technology services for database restructuring and application programming.

C.3. STATEMENT OF WORK

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

a. Within five (5) calendar days after the effective date of the contract, the Contractor shall meet with the CPSC Project Officer to discuss the contract requirements. The meeting will take place at the CPSC headquarters facility located at 4330 East West Highway, Room 506, Bethesda, Maryland.

b. <u>TASK 1</u> - The Contractor shall analyze, design, and program a new All Trauma Study application as follows·

(1) The Contractor shall analyze the All Trauma Study requirements and meet with CPSC users. The new application shall allow the user to select one or many study cases for review, moving easily from one case to another using "next" and "previous" buttons. The methods for selecting cases shall include

(a) Random selection of a specified number of records for a given collection date,

(b) Selection of flagged cases for a specified user, and

(c) Selection of one case identified by either NEISS internal code (nek) or treatment date, hospital ID, and case number.

(2) Each case shall be displayed with all coded variables and the corresponding text translations. On-screen buttons shall allow the user to bring up response windows for coding external cause or entering an error message. Status information on the case review screen shall indicate if there are any error messages for the case and if external cause coding has been completed. The user shall have the option of flagging a case for later review.

(3) Five variables will be used to code external cause: cause, traffic, occupant, perpetrator, and reason.

(a) Cause - will be coded for every case.

(b) Traffic - will be coded for every case involving a motor vehicle.

(c) Occupant - will be coded for selected motor vehicle cases.

(d) Perpetrator and Reason - will be coded for every intentional violence case.

(4) The user shall be prompted to enter data for the appropriate variable based upon how the core case was coded and data entered for other external cause variables.

(5) The Contractor shall submit a written work plan on its analysis, design, and implementation of the new All Trauma Study NEISS application to the CPSC Project Officer for review and approval before programming the All Trauma Study NEISS application as described above If the CPSC Project Officer requires corrections to the work plan, the Contractor shall modify the work plan within five (5) working days after being informed by the Project Officer of the required corrections. Upon receipt of the Project Officer's written approval

of the work plan, the Contractor shall program the All Trauma Study NEISS application. Prior to implementing the All Trauma Study NEISS application, the Contractor shall fully test all application programs and procedures. The CPSC Project Officer will test the All Trauma Study NEISS application within five (5) working days after the Contractor completes its testing. The Contractor shall make corrections to the application, if any are required by the Project Officer based on the Project Officer's testing, within five (5) working days after being informed by the Project Officer of any corrections. The Contractor shall complete implementation of the All Trauma Study application by May 1, 2000.

c. TASK 2 - The Contractor shall integrate the new All Trauma Study application into the current NEISS application. All application programs, database tables and display screens shall include the new variable on nature of events (intentional/ unintentional) for every NEISS case.

d. TASK 3 - The Contractor shall fully document all database definitions, procedures, and application programs for the All Trauma Study application and provide two (2) copies of the documentation to the CPSC Project Officer.

e. TASK 4 - After implementation of the All Trauma Study Application and through the end of the contract period, the Contractor shall modify the All Trauma Study application to meet any changing requirements to refine collection strategies as identified by the CPSC Project Officer. Possible modifications may include, but are not limited to: adding new data elements, adding new data element values, correcting application logic errors, programming new edits and reports, improving application efficiency, and modifying the quality control procedures. These modifications will ensure that the CPSC system remains consistent with changes made in the hospital collection programs. The Government estimates that the Contractor will be required to work up to 500 hours during the contract period modifying the All Trauma Study application, as requested by the CPSC Project Officer. The Contractor shall keep a daily record of hours worked and a description of the services performed under this task. The Contractor shall provide a copy of the record of hours to the CPSC Project Officer on a weekly basis.

f. Work Schedule

The Contractor may perform work at the Government's site and at the Contractor's site as feasible All work that has to be performed at the Government's site, located at 4330 East West Highway in Bethesda, Maryland, shall be performed between the hours of 8 AM and 6 PM, weekends and Federal holidays excluded. Federal Holidays are as follows:

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

and any other days designated as Federal Holidays.

g. General Requirements

(1) The Contractor shall assign qualified and trained employees to perform the tasks under this contract.

(2) The Contractor employees shall exercise reasonable standards of employee competency, conduct, and integrity. The Contractor shall be responsible for taking such disciplinary action with respect to its employees as may be necessary to maintain such standards.

(3) The Contractor employees' attire on government premises must be presentable and appropriate for the work to be performed, i.e. clean, untorn clothing; no tee-shirts or shorts; and shall exercise good personal hygiene.

(4) The Contractor employees must conduct themselves in a courteous manner with speech free of profanities. The employees shall not loiter, sleep, horseplay, or indulge in the use of alcohol or controlled substances while assigned to the Government's business.

(5) The Contractor employees shall limit the use of Government property to official Government business.

(6) The CPSC Project Officer may reject at any time Contractor employees who are not presentable in appearance and/or conduct, or deemed unsuitable by the Government.

C.4. REPORTING REQUIREMENTS

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

a. Oral Reports shall be provided on a weekly basis.

(1) Format:

Telephone call or meeting

(2) Content:

(a) major accomplishments and progress
(b) description of any problems encountered
(c) work plan for next two weeks

b. Written Status Reports shall be provided on a monthly basis for all services performed during the report period.

(1) Format:

(a) letter format
(b) typewritten and reproducible
(c) white bond paper

(2) Content:

(a) major accomplishments and progress
(b) description of any problems encountered
(c) work plan for next month
(d) number of hours worked, if any, on Task 4 during the report period
(e) the contract pursuant to which the report is prepared
(f) the name of the Contractor preparing the report pursuant to such contract

c. A Written Final Report shall be provided at contract conclusion for all services performed under the contract during the entire contract period.

(1) Format:

(a) letter format
(b) typewritten and reproducible
(c) white bond paper, and 3 1/2" MS Word diskette

(2) Content:

(a) overview of final/completed project
(b) major accomplishments
(c) description of unresolved problems
(d) recommendations for future enhancement to system
(e) copies of code
(f) total number of hours worked on Task 4 during the entire contract period
(g) the contract pursuant to which the report is prepared
(h) the name of the Contractor preparing the report pursuant to such contract

SECTION D - Packaging and Marking

D.1. PACKAGING AND MARKING

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

SECTION E - Inspection and Acceptance

E.1. INSPECTION AND ACCEPTANCE

a. All materials submitted for approval will be reviewed by the Project Officer within five (5) working days after date of receipt

b. Acceptance/rejection will be transmitted to the Contractor by the Project Officer, in writing, within ten (10) working days after date of receipt.

c. Acceptance/rejection will be based on conformance with C.3., STATEMENT OF WORK, and C.4., REPORTING REQUIREMENTS.

SECTION F - Deliveries or Performance

F.1. PERIOD OF PERFORMANCE

The contract period is from the effective date of this contract through March 26, 2001. The period includes submission of the final report.

F.2. DELIVERY OR PERFORMANCE

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

	ITEM	QUANTITY	DELIVERY OR PERFORMANCE
(1)	Meet with the CPSC Project Officer to discuss the contract requirements (See C.3.a.)	1 meeting	Within 5 calendar days after effective date of contract
(2)	Analyze All Trauma Study requirements and meet with CPSC users [See C.3.b.(1)]		Within 5 working days after meeting with the CPSC Project Officer
(3)	Submit written work plan for All Trauma Study application [See C.3.b.(5)]	1 copy	Within 14 working days after meeting with CPSC users
(4)	Modify work plan, if corrections are required by the CPSC Project Officer [See C.3.b.(5)]		Within 5 working days after being informed by the CPSC Project Officer of any corrections
(5)	Program and test the new All Trauma Study application [See C.3.b.(5)]		No later than May 1, 2000

(6)	Modify and implement the new All Trauma Study Application, if corrections are required by the CPSC Project Officer after testing [See C.3.b.(5)]		Within 5 working days after being informed by the CPSC Project Officer of the required corrections, but no later than May 1, 2000
(7)	Integrate the new All Trauma Study application into the current NEISS application (See C.3.c.)		No later than November 1, 2000
(8)	Provide documentation on the All Trauma Study application (See C.3.d.)	2 copies	No later than December 1, 2000
(9)	Modify the All Trauma Study application to meet any changing requirements to refine collection strategies as requested by the CPSC Project Officer during the contract period (See C.3.e.)		After implementation of the All Trauma Study application through March 26, 2001
(10)	Provide Oral Reports (See C.4.a.)		Every 7 calendar days after beginning the first task
(11)	Submit Written Status Reports (See C.4.b.)	1 original	Every 30 calendar days after beginning the first task
(12)	Submit Written Final Report (See C.4 c.)	1 original & 1 diskette (3 1/2" diskette, MS Word)	Due no later than March 26, 2001

F.3. PLACE OF DELIVERY OR PERFORMANCE

a. The Contractor shall perform tasks at the Government's site and/or at the Contractor's site as appropriate.

b. Place of delivery or performance for the Government's site is as follows:

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

F.4. STOP-WORK ORDER

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

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

SECTION G - Contract Administration Data

G.1. CONSIDERATION

a. After the Government's acceptance of the work, and upon the Contractor's submission of proper invoices or vouchers, the Government will pay the Contractor in accordance with the prices stipulated in the Schedule for successfully completing Tasks 1, 2, and 3.

b. The Government will pay the Contractor for work performed as described in Task 4, and accepted by the Government based on the hourly rate of $86.00 for up to 500 hours, not to exceed a total amount of $43,000 00. The Contractor may submit vouchers or invoices for hours worked during a 30-day period.

G.2. PAYMENT

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

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

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

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

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

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

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

G.3. BILLING INSTRUCTIONS

a. Pursuant to the Prompt Payment Act (P.L. 97-177), all Federal Agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period.

b. To assure compliance with the Act, vouchers and/or invoices shall be submitted on Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, and Continuation Form 1035 (or any acceptable form of the Contractor's choosing) in ORIGINAL AND FOUR (4) copies after completion of each Task 1, 2, and 3. The Contractor may submit invoices for hours worked during a 30-day period performing services under Task 4. As a minimum, each invoice shall include.

(1) The name of the business concern.
(2) The voucher/invoice number and date.
(3) The contract number, and any other authorization for delivery.
(4) Accounting and appropriation data.
(5) Description, price, and quantity of goods or services actually delivered.
(6) Labor hours billed by labor category (if applicable).

(7) Other direct costs, with sufficient detail to determine allowability and acceptability of charges (if applicable).
(8) Travel costs, with applicable receipts and adequate detail to permit review/approval of costs (if applicable).
(9) Shipping cost terms (if applicable).
(10) Payment terms.
(11) Other substantiating documentation or information as specified in the contract.
(12) Name, where practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

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

d. Vouchers/invoices shall be sent to:

Ms. Cecelia R. Smith, Agency Payment Officer
Consumer Product Safety Commission
Division of Financial Services, Room 522
Washington, D.C. 20207
(Phone: 301-504-0018)

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

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

f. SF 1034 and 1035 forms will be furnished by CPSC, Division of Financial Services, upon request of the Contractor.

G 4. METHOD OF PAYMENT

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

G.5. WITHHOLDING OF CONTRACT PAYMENT

Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the

withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The Government shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

G.6. PROJECT OFFICER DESIGNATION

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

a. The Project Officer is responsible for:

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

(2) Performing technical evaluation as required, assisting the Contractor in the resolution of technical problems encountered during performance; and

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

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

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

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

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

G.7. KEY PERSONNEL

a. The Contractor has identified the following individuals as key personnel who will be assigned to perform work under this contract.

NAME	TITLE
Vinh Nguyen	Project Manager
Joey Phounsavath	Senior Programmer
Hung Nguyen	Senior Programmer

b. The personnel specified above are considered to be essential to the work being performed hereunder. If these individuals are unavailable for assignment for work under the contract, or it is anticipated that their level of involvement will be significantly different from the negotiated level, the Contractor shall immediately notify the Contracting Officer and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. Prior to substitution of key personnel, the Contractor shall obtain the written consent of the Contracting Officer as to the acceptability of the succeeding personnel.

SECTION H - Special Contract Requirements

H.1. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

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

(1) Computer equipment (network PC's)
(2) Office space (desks and chairs)
(3) All necessary computer software (Powerbuilder, Sybase, etc.) and access to databases

b. All materials provided hereunder are for exclusive use in performance of this contract. Any such material not expended in performance of this contract shall be returned to CPSC upon completion of the contract.

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

H.2. BACKGROUND SECURITY CHECKS AND CLEARANCE RECORD FOR CONTRACTOR EMPLOYEES

a. All Contractor employees to be utilized for performance under this contract must report to the CPSC Facilities Security Specialist listed below Contractor employees may be subjected to a National Agency Check and Inquiry (NACI). These background

checks will be performed at the Government's expense The CPSC contact point for these checks is James D. Shupe, CPSC Facilities Security Specialist. Mr. Shupe can be reached at (301) 504-0666, ext. 1153.

b. The Contractor shall, upon request of the Commission, provide whatever information is necessary about each employee to facilitate the performance of this check. This information shall be provided at the expense of the Contractor.

c. If the background check is deemed to be necessary on employees, it will be performed as soon as practicable after they enter into service.

d. Background checks may be updated as determined to be necessary by CPSC.

e. By execution of this contract, the Contractor certifies none of the employees who will be assigned to perform work under this contract has been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.

f. The Government reserves the right to remove from service any Contractor employee for any of the following:

   (1) Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.

   (2) Falsification of information entered on security screening forms or other documents submitted to the Government.

   (3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.

   (4) Any behavior judged to pose a threat to personnel or property.

g. Upon separation from service at the CPSC, each Contractor employee shall report to the CPSC Facility Security Specialist, listed above, to obtain a Contractor Employee Accountability and Clearance

Record. This record shall be completed and returned to the CPSC Facility Security Specialist.

h. FAILURE BY THE CONTRACTOR TO COMPLY WITH THE TERMS OF THIS CLAUSE MAY RESULT IN TERMINATION OF THE CONTRACT.

H.3. INSURANCE

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

a. Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage Employer's liability coverage of at least $100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

b. General liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of the policy of at least $500,000 per occurrence.

c. Insurance Clause. The Contractor shall present evidence of insurance coverage in compliance with a. and b. above within 15 calendar days of award.

H.4. CPSC SMOKE-FREE POLICY

a. All Contractor employees working on-site at CPSC under this contract shall comply with the Commission's smoke free policy which became effective July 6, 1993.

b. This policy prohibits smoking in all CPSC-owned and leased space, both headquarters and field offices, in order to protect the health and comfort of employees and guests. This includes the East West Towers Building in Bethesda, Maryland.

c. Failure by the Contractor's employees to comply with the terms of this clause may be treated as a default pursuant to the terms of this contract and could result in termination of the contract for default.

H.5. SEAT BELT USE

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

PART II - CONTRACT CLAUSES

SECTION I - Contract Clauses

I.1. 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 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 address. http://www.arnet.gov/far.

Clause	Title	Date
52.202-1	Definitions	October 1995
52.203-3	Gratuities	April 1984
52.203-5	Covenant Against Contingent Fees	April 1984
52 203-7	Anti-Kickback Procedures	July 1995
52.203-8	Cancellation,' Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52 203-10	Price or Fee Adjustment for Illegal or Improper Activity	January 1997

52.203-12	Limitation on Payments to Influence Certain Federal Transactions	June 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	June 1996
52.215-2	Audit and Records--Negotiation	June 1999
52.215-8	Order of Precedence--Uniform Contract Format	October 1997
52.219-14	Limitations on Subcontracting	December 1996
52.222-3	Convict Labor	August 1996
52.222-26	Equal Opportunity	February 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	April 1998
52.222-36	Affirmative Action for Workers with Disabilities	June 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	January 1999
52.223-6	Drug-Free Workplace	January 1997
52.227-14	Rights in Data--General	June 1987
52.228-5	Insurance--Work on a Government Installation	January 1997
52.232-23	Assignment of Claims	January 1986
52.232-34	Payment by Electronic Funds Transfer--Other than Central Contractor Registration	May 1999
52.233-1	Disputes Alternate I	December 1998 December 1991
52.233-3	Protest after Award	August 1996
52 237-2	Protection of Government Buildings, Equipment, and Vegetation	April 1984

52.239-1	Privacy or Security Safeguards	August 1996
52.242-13	Bankruptcy	July 1995
52.243-1	Changes-Fixed Price Alternate I	August 1987 April 1984
52.243-3	Changes--Time-and-Materials or Labor-Hours	August 1987
52.245-2	Government Property (Fixed-Price Contracts) Alternate I	December 1989 April 1984
52.249-4	Termination for Convenience of the Government (Services)(Short Form)	April 1984
52.249-8	Default (Fixed-Price Supply and Service)	April 1984

The following clauses are incorporated in full text:

I.2. SECTION 8(a) DIRECT AWARD

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

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

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

c. The Contractor agrees:

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

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

I.3. YEAR 2000 WARRANTY

The Contractor warrants that any software delivered or developed under this contract shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions for the software, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

I 4 DISCLOSURE OF INFORMATION

a. The Contractor shall submit to the Commission any report, manuscript or other document containing the results of work performed under this contract, before such document is published or otherwise disclosed to the public, to assure compliance with Section 6(b) of

the Consumer Product Safety Act (15 U.S.C. Section 2055(b)), Commission regulations (16 C.F.R. Part 1101), and a Commission directive (Order 1450.2). These provisions restrict disclosure by Commission Contractors of information that (1) permits the public to identify particular consumer products or (2) reflects on the safety of a class of consumer products. Prior submission allows the Commission staff to review the Contractor's information and comply with the applicable restrictions. CPSC should be advised of the Contractor's desire to submit or publish an abstract or a report as soon as practical.

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

> "This project (study) (report) has been (partially) funded with federal funds from the United States Consumer Product Safety Commission under contract number CPSC-C-00-1162. The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission.

I.5. HANDLING OF CONFIDENTIAL INFORMATION

a. If the Contractor obtains confidential business information about any company in connection with performance of this contract, either from the CPSC or from the other company itself, the Contractor agrees that it will hold the information in confidence and not disclose it either to anyone outside the CPSC or to any Contractor employee not involved in performance of this contract.

b At the completion of performance of this contract, the Contractor shall return any confidential information, obtained as described above, either to its owner or to the CPSC. No such information shall be retained by the Contractor. Furthermore, the Contractor agrees not to use any such confidential business information for any purpose other than performance of this contract.

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

I.6. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased in the performance of

this contract because of past, present, or currently planned interests (financial, contractual, organizational, or otherwise, which relate to the work under this contract), and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance under this contract.

b. Scope This clause shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as the "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity.

c. The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts which could give rise to an organizational conflict of interest, or that the Contractor has disclosed to the Contracting Officer all relevant information pertaining to such a conflict of interest.

d. If the Contractor is aware of an organizational conflict of interest with respect to this contract before receiving award of this contract, but does not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

e. Duty to disclose conflicts discovered after award. The Contractor agrees that if, after award, it discovers an organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure to the Contracting Officer, including a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflict. The CPSC may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government

f. Remedies. For nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default or convenience, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

g. Waiver. The Contractor's request for waiver or modification under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver or modification and the reasons in the support thereof

If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver or modification in writing.

I.7. RESTRICTIONS ON USE OF INFORMATION

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

b. In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

c. The Contractor shall have, subject to patent, data, and security provisions of this contract, the right to use technical data it first produces under this contract for its private purpose provided that, as of the date of such use, all reporting requirements of this contract have been met.

d. Restrictions on subcontracts. The Contractor shall include this clause, including this paragraph, in subcontracts of any tier which involve access to the type of information specified in paragraph a. of this clause The terms "contract," "Contractor," and "Contracting Officer" shall be appropriately modified in such subcontracts to impose the same restrictions on subcontractors as this clause imposes on the Contractor.

e. Remedies. For breach of any of the above restrictions, the Government may terminate the contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

f Waiver. Contractor's request for waiver or modification under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver or modification and the reasons in the support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver or modification in writing.

I.8. CONTRACTOR USE OF CPSC ADP RESOURCES

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

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

In compliance with the Consumer Product Safety Act, Section 27(i)(2), the Contractor is hereby notified that the Commission and the Comptroller General of the United States, or their duly authorized representatives, shall have access for the purpose of audit and examination to any books, documents, papers, and records of the recipients that are pertinent to the grants or contracts entered into under this Act under other than competitive bidding procedures.

I.10 PRIVACY ACT

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