

CPSC-I-12-0019

**The National Technical Information Service (NTIS),
And
The U.S. Consumer Product Safety Commission**

Memorandum of Understanding (MOU)

(MOU No. NTIS-2256)

This MOU between the National Technical Information Service (NTIS) and the U.S. Consumer Product Safety Commission (CPSC) provides a basis for NTIS to provide the CPSC with specialized information management-related services tailored to meet the CPSC's unique needs. Further, this MOU defines the methods and procedures through which NTIS will be reimbursed when applicable. These specialized services are designed to assist the CPSC in communicating with its customers and managing its information processing requirements.

1.0 Introduction

1.1 Mission of NTIS - NTIS' primary mission is to collect and organize scientific, technical, engineering, and business information generated by U.S. Government-sponsored research and development, for private industry, government, academia, and the public. The systems, equipment, financial structure, and specialized staff skills that NTIS maintains to undertake its primary mission allow it to provide assistance to other agencies requiring such specialized resources.

Under the provisions of the National Technical Information Act of 1988 (15 U.S.C. § 3704b), NTIS is authorized to establish and maintain a permanent repository of nonclassified scientific, technical, and engineering information; cooperate and coordinate its operations with other Government scientific, technical, and engineering information programs; and implement new methods or media for the dissemination of scientific, technical, and engineering information, including producing and disseminating information products in electronic format and to enter into arrangements necessary for the conduct of its business. In addition, NTIS is an Office of Personnel Management (OPM) approved eTraining and Knowledge Management service provider authorized to offer eTraining and knowledge management services to Federal agencies.

NTIS is a self-supporting federal agency of the U.S. Department of Commerce. Consistent with its responsibilities, NTIS has developed a delivery system for online services that, for an appropriate fee, can be used by other agencies having a need for a presence in a high visibility electronic environment. Additionally, NTIS has expanded to provide comprehensive information management and fulfillment services to its customers.

1.2 Mission of the CPSC – The CPSC is an independent federal regulatory agency. Congress enacted the Consumer Product Safety Act (CPSA) (15 U.S.C. §§ 2051-2089), establishing the CPSC, to (1) protect the public against the unreasonable risks of injury associated with consumer products; (2) assist consumers in evaluating the comparative safety of consumer products; (3) develop uniform safety standards for consumer products and to minimize conflicting State and local regulations; and (4) promote research and investigation into the causes and prevention of product-related deaths, illnesses, and injuries.

1.3 Authority for this MOU - NTIS has programmatic authority pursuant to 15 U.S.C. § 3704b (National Technical Information Act of 1988) and 15 U.S.C. §§ 1151-1157. NTIS has transfer authority to accept funds from CPSA pursuant to 15 U.S.C. § 1153. CPSA has programmatic authority pursuant to 15 U.S.C. §§ 2051-2089.

2.0 Project Plans

2.1 Description of the Project Plan - Each Project Plan will detail the work to be performed under this MOU and include the following: agency requirements and statement of objectives; identification of key deliverables to be produced; the terms and conditions, including time schedules for which each party is responsible; and estimated costs and/or fees for the service(s) to be performed. Each Project Plan will become effective and funds will be obligated upon the receipt of authorizing signatures by both parties.

2.2 NTIS Services - a Project Plan will include the following service:

2.2.1 Information Management Services – Not Applicable.

2.2.2 NTIS Online and Multimedia Services - Pursuant to its mission under 15 U.S.C. § 1152, NTIS makes extensive use of various formats and media to develop new means of disseminating information and to focus on electronic formats (15 U.S.C. § 3704b(e)(5)). To the extent necessary to assist the CPSC in meeting the information and financial disclosure reporting needs, in accordance with Federal ethics laws, of its employees or constituents, NTIS can provide the following services:

a. **Online Services:** NTIS will provide the CPSC with any or all of the following NTIS online services: FDonline, an automated, secure, Federal government hosted, easy-to-use, financial disclosure system designed to allow CPSC employees to file OGE Form 278 and OGE Form 450 reports in compliance with the U.S. Office of Government Ethics financial disclosure requirements.

2.3 Amendment to MOU or Project Plan(s) - Once a Project Plan has been agreed to by NTIS and the CPSC, modifications must be agreed to in writing by both parties. In cases where increased costs result from a modification, the amendment must provide

for the necessary funding to cover the monetary difference. Both parties must agree to any amendments to this overall MOU in writing.

3.0 Fulfilling of Requested Services

- 3.1 Agency Point of Contact** – The CPSC will designate a point of contact who will have the authority to prioritize Project Plans requested of NTIS.
- 3.2 Applicability of FAR** - All purchases made by NTIS is subject to all applicable Federal Acquisition Regulations (FAR). Pursuant to Section 8.406-1 of the FAR, the CPSC will advise NTIS of any of its own statutory or regulatory requirements that may affect NTIS' ability to use the Federal Supply Schedule or a BPA (Blanket Purchase Agreement) established against Federal Supply contracts.
- 3.3 Providing the Service** - NTIS will work with the CPSC to determine whether the service can best be provided by NTIS' in-house staff or through the services of an external source which is capable of performing the work in accordance with the CPSC's requirements. Should an external source be used to fulfill all or part of this MOU, NTIS will assume full responsibility for management and coordination of the project, with the stipulation that NTIS may require the CPSC's assistance and participation. Such assistance may include review and evaluation of responses to requests for proposals, review and support in administration of delivery orders issued to contractors, and detailed review of all deliverables.
- 3.3.1 Security Practices** – NTIS will, at a minimum, enforce its information systems security policies, standards, and procedures on any project or task performed under this MOU. If the CPSC requires specific information systems security policies, standards, and/or practices for a project under this MOU, the CPSC is responsible for incorporating these security policies, standards, and/or practices as part of the project requirements.
- 3.3.2 Inventory** - NTIS will provide the same level of care in protecting inventory stored for a customer as it provides for its own inventory. NTIS assumes no liability for any damage or destruction of stored inventory resulting from natural disasters or other emergency events beyond the control of NTIS. For all other losses, the parties will determine appropriate liability by mutual agreement based on the particular facts and circumstances and in accordance with applicable law.
- 3.3.3 Status Reports** - NTIS will provide monthly status reports to the CPSC covering any active Project Plan(s) under this MOU. A financial accounting will be included in this status report, along with additional information, which has been specifically defined in the Project Plan, based upon the requested services.

4.0 Financial Procedures/Information

- 4.1 Transfer of Funds** - Work on any Project Plan(s) under this MOU will not begin until Project Plan(s) are signed by both parties. Funding transfer(s) will be handled by Financial Contacts. Any transfer of funds from the CPSC to NTIS will be in the form of progress or periodic payments on a monthly basis unless the CPSC's Financial Contact is otherwise notified.
- 4.2 Supplemental Funding** - NTIS will perform all services under this MOU in an efficient and economical manner. However, if during the performance of the services under this MOU it becomes apparent that NTIS is expending funds at a rate that will exhaust the funding before the MOU/Project Plan is scheduled to expire, the NTIS Project Representative will notify the CPSC's Project Representative. At that point the CPSC will determine whether it wants to stop or continue work. If the latter is the decision, the CPSC and NTIS will modify the MOU/Project Plan. NTIS will not, under any circumstances, accept or incur further obligations until both parties sign a modification to the MOU/Project Plan.
- 4.3 Financial Reporting** - NTIS will provide the CPSC with financial reports for each billing cycle to facilitate verification of performance and resolution of any discrepancies. Any discrepancies noted and verified will be adjusted on subsequent billing cycles and accounted for in subsequent reports.
- 4.4 Pricing** - Pricing will be based on the terms and conditions outlined in the approved project plans. Either party may request changes to terms and conditions, including pricing, in approved project plans. Substantive changes to the project plans will become effective only upon a written amendment signed by the duly authorized representatives.

Substantial decrease in the scope of work which requires project plan revision may be subject to the cancellation policy outlined in Section 4.6.

- 4.5 Procurement Sensitivity** - Information shared pursuant to this MOU will be protected from disclosure consistent with all applicable Federal Law.
- 4.6 Cancellation Charges** - Either party may terminate this MOU at any time but must give the other party at least ninety days notice in writing of its intent to do so.

Should it be necessary for the CPSC to cancel this MOU or a particular Project Plan, either in its entirety or in part, or should the CPSC request that work already scheduled by NTIS under this MOU be deferred, NTIS will be reimbursed for:

- a. Any direct costs already incurred or obligated by NTIS in support of this MOU, which cannot be canceled or deferred (i.e., fixed term leases for software or hardware, partner agreements or contracts for vendor services, etc.);
- b. Any administrative cost incurred by NTIS in implementing the termination(s) of any partner agreement or contract awarded or delivery order issued by

NTIS because of this MOU, in addition to any other termination costs incurred.

4.7 Dispute Resolution -- Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/tfm/index.html>.

4.8 Term of Agreement - This MOU will become effective upon signature of both parties and shall extend for a period of five years, unless earlier terminated in writing.

4.9 Amending the MOU -- Changes to this MOU will become effective only upon a written amendment that is signed by a duly authorized representative of each agency.

5.0 Contacts and Signatory Authorities

5.1 Project Representatives

CPSC

Project Representative:
Melissa Buford
AGC – General Law
Office of General Counsel
U.S. CPSC
4330 East West Highway
Bethesda, MD 20814

Telephone Number: 301-504-7796
Fax Number: 301-504-0403
Email address: mbuford@cpsc.gov

NTIS

Project Representative:
Patricia S. Gresham
Sr. Program Manager
5301 Shawnee Road, Rm 118
Alexandra, VA 22312

Telephone Number: 703-605-6123
Fax Number: 703-605-6373
Email address: pgresham@ntis.gov

To the extent that information in this section is different for any project plan entered into pursuant to this MOU, information that applies to a single project plan will be provided therein. Each project plan will contain the appropriate Treasury Account Symbol and such other data as may be required by the policies of the parties. Should the CPSC be required to issue its own document to effect the transfer of funds, that document shall contain no term or condition that would add to, delete or modify the

terms of this MOU; the document shall be signed by an appropriate representative of both agencies. Any change in terms of this MOU must be by formal amendment.

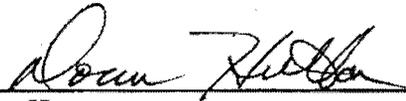
5.2 Signatory Authority – This MOU is executed by the duly authorized parties whose signatures are affixed below.



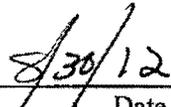
Elizabeth Shaw, Associate Director
National Technical Information Service



Date



Donna Hutton
Contracting Officer
Consumer Product Safety Commission



Date

CPSC-I-12-0019

**National Technical Information Service
Project Plan
for
Financial Disclosure Online,
Technical and Professional Services
to the
Consumer Product Safety Commission**

Submitted by:

Patricia S. Gresham



**UNITED STATES DEPARTMENT OF COMMERCE
National Technical Information Service
5301 Shawnee Road
Alexandria, Virginia 22312**

1.0 INTRODUCTION

1.1 Background

Consumer Product Safety Commission

The U.S. Consumer Product Safety Commission (CPSC) is an independent federal regulatory agency. Congress enacted the Consumer Product Safety Act (CPSA) (15 U.S.C. §§ 2051-2089), establishing the CPSC, to: (1) protect the public against the unreasonable risks of injury associated with consumer products; (2) assist consumers in evaluating the comparative safety of consumer products; (3) develop uniform safety standards for consumer products and to minimize conflicting State and local regulations; and (4) promote research and investigation into the causes and prevention of product-related deaths, illnesses, and injuries.

National Technical Information Service

Under the provisions of the National Technical Information Act of 1988 (15 U.S.C. § 3704b), NTIS is authorized to establish and maintain a permanent repository of nonclassified scientific, technical, and engineering information; cooperate and coordinate its operations with other Government scientific, technical, and engineering information programs; and implement new methods or media for the dissemination of scientific, technical, and engineering information, including producing and disseminating information products in electronic format and to enter into arrangements necessary for the conduct of its business. Therefore, NTIS is a good fit to provide these technology-driven knowledge management and learning project services. NTIS maintains sophisticated inventory control, ordering, and production printing and distribution systems to fulfill orders from the general public for copies of documents or other items that exist in the repository. NTIS also functions as an Internet Service Provider (ISP) to other federal agencies. NTIS hosts their own Web sites as well as a number of Web sites for government entities that have outsourced their Web hosting operations and support functions to NTIS.

NTIS currently hosts other government websites at their federally secure data center located in the NTIS headquarters building in Alexandria, VA. This environment is operated by NTIS. The NTIS facility currently has systems meeting Certification and Accreditation (C&A) requirements and has been granted Authority to Operate (ATO) to function with Personally Identifiable Information (PII) data.

CPSC has programmatic authority for this Project Plan pursuant to 15 U.S.C. 2051-2089.

NTIS has programmatic authority for this Project Plan pursuant to 15 U.S.C. § 3704b(e)(2) and (e)(5). The transfer authority for this Project Plan is 15 U.S.C. § 1153.

The NTIS Team

The NTIS Team consists of three primary members: NTIS will provide the project management, servers, systems development and secure hosting services. HRWorX is an NTIS Joint Venture (JV) Partner and its contractor, PrimeForce Solutions, are the application developers and integrators that develop the Financial Disclosure application (FDonline™) and provide professional services in support of the FDonline™ application to CPSC.

2.0 TECHNICAL APPROACH

The following provides background details and requirements for accomplishing the project.

2.1 FDonline™ is a NTIS hosted service providing an automated solution for the completion and review of the OGE 278 and OGE 450 financial disclosure forms. The OGE 278 report must be filed on entry into federal service, annually, and on termination of federal service. The OGE 450 report must only be filed on entry into federal service and annually.

2.2 FDonline™ is developed and tested by HRWorX in their Sterling, VA facility. Once a build is tested, a final build is sent to the NTIS staging environment where a final test and security review is conducted prior to implementing the application into the production environment.

2.3 All issues and enhancement requests are tracked in the HRWorX issue tracking system and new builds are scheduled for release on a quarterly or as needed basis.

2.4 A standard web browser and Adobe Acrobat reader are the only requirements to access and administer the system, complete and submit a filing, and manage filers and filings in the FDonline™ system. Data is managed, maintained, and archived in the NTIS secure environment for a period of 6 years. Agencies can export data at any time and for any reason.

2.5 NTIS and the CPSC implementation project manager have established an implementation timeline and will execute implementation tasks as described in the timeline. NTIS and CPSC will meet on weekly basis through the implementation phase to assess progress, address issues, and make adjustments to the timeline as appropriate until the system is fully implemented.

3.0 HOSTING

3.1 Implementation

The servers hosting the CPSC FDonline™ application will be NTIS owned. NTIS will configure and maintain the servers and network systems to host the CPSC. Remote and on-site access to the site will be provided to personnel authorized by CPSC in accordance with NTIS security procedures. Additionally, NTIS system and database administrators will provide support to the CPSC site as required.

3.1.1 Internet Connectivity

NTIS will provide fractional T3 Internet connectivity FDonline™ site. NTIS maintains two T-3 connections to two separate Tier One Internet Service Providers (ISPs). The Internet traffic of NTIS-hosted sites is routed through both ISPs. In the event one ISP has a serious failure, NTIS can maintain Internet connectivity for all of its sites via the second ISP. As the FDonline™ site expands, NTIS will increase allocated bandwidth to accommodate the growth. Bandwidth utilization above the current allocation equivalent of one T-1, about 1.5 Megabits with higher bandwidth usage for short periods, may require special pricing beyond the scope of this Project Plan.

3.1.2 Hardware Configuration and Maintenance

NTIS' Production Support Division (PSD) will be responsible for monitoring the operation and performance of the systems and the network infrastructure. The application server will be Linux-based. The PSD staff will install and upgrade hardware, operating systems, software, service packs, patches and updates as necessary. PSD will also manage files and volumes on the servers, monitor, and track system resources such as memory, CPU utilization, and server load levels. If new hardware is added to the CPSC site during the year, the PSD staff will be responsible for installing, configuring, and securing the new equipment.

All servers will be electronically monitored 24 hours a day, 7 days a week. While NTIS normally maintains onsite support staff at its facility from 7am to 6pm ET on weekdays, off-hours emergency response is available 24 hours a day, 7 days a week.

3.1.3 FDonline™ site

As a production hosting facility, NTIS protects both physical and network access to its servers with stringent controls. These controls ensure the stability and integrity of NTIS' network and provide the maximum availability and security for hosted sites in the production environment.

3.1.4 Operations

The NTIS Production Support Division (PSD) staff will provide routine maintenance and administration for the site. NTIS PSD staff members will be available during regular business hours to make updates to the site and resolve issues. CPSC and HRWorX personnel can use the staging environment to view proposed updates. NTIS personnel will move the updates to the FDonline™ application production environment from the staging environment when requested.

Web logs will be archived to CDs as required to recover server disk space. The archived logs will be available to CPSC in the event CPSC wishes to conduct site statistics analysis. All CPSC filer data maintained in the NTIS e-filing system remains the property of CPSC. It will be transferred to CPSC on its request and deleted from NTIS servers and backups, when requested.

3.1.5 Network and Server Security

NTIS is proactive about network security and tightly monitors all activity on its network through human vigilance and automated tools. The PSD makes necessary modifications to the network based on security notifications from government and non-government security watchdog agencies on a routine basis. These updates include countermeasures against the latest product security holes, hacker attacks, and hacker tools and/or strategies for compromising Internet sites.

To ensure the physical security of the site, the servers will be maintained in NTIS' limited-access computer center. Authorized individuals must submit a valid personal ID number and pass a biometric hand scan to gain entry to the facility. To ensure the security and optimum performance of servers, NTIS routinely updates software and hardware based on the latest manufacture-issued patches.

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To ensure a stringent security posture, NTIS retains the right to implement necessary security procedures and upgrades at any time.

The NTIS network is C&A certified and FISMA compliant and will continue to meet or exceed these standards during the term of this agreement.

4.0 PROJECT RESPONSIBILITIES

4.1 Summary of CPSC Responsibilities

- (a) Provide technical expertise on ethics requirements on the OGE 278 and OGE 450 forms and ethics program guidance;
- (b) Office of the General Counsel Ethics will provide the reviewers on its staff and its ethics expertise to assist NTIS in implementing and continuing the FDonline program for CPSC;
- (c) Provide general guidelines for content, ethics program, and ethics policy questions;
- (d) Administer the CPSC content in the FDonline™ application and provide content updates for the FDonline™ system as needed;
- (e) Assure compliance with the Privacy Act and other regulations before releasing any personal information, that is on the system;
- (f) Address all issues requiring CPSC direction or input within one work day.

4.2 Summary of NTIS Team Responsibilities

- (a) Provide the servers, operating systems and software required;
- (b) Install and host a reliable, secure, high performance, scalable hardware platform for FDonline™;
- (c) Provide T-1 equivalent (burstable) or greater Internet connection with sufficient bandwidth to support the FDonline application for CPSC users;
- (d) Make appropriate software upgrades;
- (e) Provide system administration for the servers hosting the FDonline™ application;
- (f) Provide Oracle database administration for the FDonline™ application;
- (g) Provide normal maintenance to the CPSC site, including updates and problem solving during normal business hours;
- (h) Coordinate with CPSC for maintenance downtime;
- (i) Provide 24 hour, seven-day monitoring of the FDonline™ including hosts and services;
- (j) Address all issues within 24 hours;
- (k) Provide data gathering, data loading, and configuration support to CPSC to implement FDonline for use by all CPSC financial disclosure filers, administrators and reviewers;
- (l) Provide training for financial disclosure filers, administrators and reviewers;
- (m) Provide communications support including establishing a communications plan with the CPSC project team and supporting execution of the plan within CPSC; and
- (n) Provide regular reports during the implementation phase of the project.

5.0 PERSONNEL REQUIREMENTS

5.1 The NTIS Program Manager

The NTIS Program Manager is responsible for overseeing all aspects of the Memorandum of Understanding (MOU) and Project Plan, monitoring the budget and activity reports. The Program Manager monitors personnel, functions as a daily point of contact and oversees daily activities. The Program Manager ensures all tasks are coordinated and completed in a cost-effective and efficient manner. The prices proposed for NTIS Federal and contract employees shall be consistent with standard NTIS costing models.

6.0 FINANCIAL PROCEDURES/INFORMATION

6.1 Transfer of Funds

Work will not begin until both parties sign this Project Plan. The Financial Contacts will handle funding transfer. Price under this Project Plan are for licenses, system set up, data gathering, communications and training and will be billed and payable upon signature of both parties.

6.2 Supplemental Funding

NTIS will perform all services under this Project Plan in an efficient and economical manner. However, if during the performance of the services under this Project Plan it becomes apparent that NTIS is expending funds at a rate that will exhaust the Project Plan funding before the Project Plan is scheduled to expire, the NTIS Project Representative will notify CPSC's Project Representative. At that point, CPSC will determine whether it wants to stop or continue work. If the latter is the decision, CPSC and NTIS will modify the Project Plan. NTIS will not, under any circumstances, accept or incur further obligations until both parties sign a modification to the agreement.

6.3 Financial Reporting

NTIS will provide CPSC with financial reports on an annual basis. Any discrepancies noted and verified will be adjusted on subsequent billing cycles and accounted for in subsequent reports.

6.4 Pricing

Pricing will be based on the terms and conditions outlined in this agreement. Either party may request changes to terms and conditions, including pricing, in approved project plans. Substantive changes to the project plans will become effective only upon a written amendment signed by the duly authorized representatives.

Substantial decrease in the scope of work, which requires the Project Plan revision, may be subject to the cancellation policy outlined in section 6.6.

6.5 Procurement Sensitivity

Information shared pursuant to this Project Plan will be protected from disclosure consistent with all applicable Federal Law.

6.6 Cancellation Charges

Either party may terminate this Project Plan at any time but must give the other party at least ninety days notice in writing of its intent to do so. Should it be necessary for CPSC to cancel this Project Plan, either in its entirety or in part, or should CPSC request that work already scheduled by NTIS under this Project Plan be deferred, NTIS will be reimbursed for:

- a. Any direct costs already incurred or obligated by NTIS in support of this Project Plan, which cannot be canceled or deferred (i.e., fixed term leases for software or hardware, contracts for vendor services, etc.).
- b. Any administrative cost incurred by NTIS in implementing the termination(s) of any contract awarded or delivery order issued by NTIS because of this Project Plan, in addition to any other termination costs incurred.

6.7 Dispute Resolution

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/tfm/index.html>.

6.8 Amending the Agreement

Changes to this agreement, including but not limited to, the Technical Scope, the term, or the funding, will become effective only upon a written amendment signed by the duly authorized representatives.

7.0 CONTACTS

7.1 Project Representatives

CPSC
Project Representative:
Melissa Buford
AGC – General Law
Office of the General Counsel
U.S. CPSC
4330 East West Highway
Bethesda, MD 20814
Telephone: 301-504-7796
Fax Number: 301-504-0403
Email address: mbuford@cpsc.gov

NTIS
Project Representative:
Patricia Gresham
Sr. Program Manager
5301 Shawnee Road, Room 118
Alexandria, VA 22312
Telephone: 703-605-6123
Fax Number: 703-605-6373
Email address: pgresham@ntis.gov

7.2 Financial Contact/Billing Address

CPSC

USMAIL:

CPSC Accounts Payable Branch,
AMZ-160, PO Box 25710
Oklahoma City, OK 73125

FEDEX:

CPSC Accounts Payable Branch
AMZ-160

6500 MacArthur Blvd.
Oklahoma City, OK 73169

EMAIL:

9-AMC-AMZ-CPSC-Accounts-
Payable@faa.gov

Local CPSC Invoice assistance:

Adriane Clark, AClark@cpsc.gov,
301-504-7201

NTIS

NTIS Financial Contact:

Andrea Patterson, Manager General Ledger Divisio
NTIS Accounting
5301 Shawnee Road, Room 205
Alexandria, VA 22312

Business Office: 405-954-7467
Fax Number: N/A
Email address: see above

Business Office: (703) 605-6614
Fax Number: (703) 605-6743
Email address: apatterson@ntis.gov

Agency Location Code: 61-00-0001

Agency Location Code: 13-07-0001

TAS Number: 6120100

TAS Number: 13X4295

DUNS Number: 069287522

DUNS Number: 092024798

TIN Number: 520978750

TIN Number: 54-1168333

BPN Number:

BPN Numbers:

B528 - STUDY/REGULATORY

51811 – Internet Service Providers
7375 – Information Retrieval Services
BETC Number: COLL

BETC Number: DISB

8.0 DURATION AND COST OF PROJECT

The Project Plan will become effective on the last date of signature by the parties and will remain in effect for one year from the effective date. The pricing for NTIS's FOnline™ service includes implementation fees to cover implementation of up to 2,000 filers. CPSC agrees to provide NTIS funding in the amount of a **\$33,242.50**. If additional CPSC components and filers are added in the future, incremental implementation charges will be agreed to by CPSC and NTIS. Implementation charges included in this pricing are as follows:

Set up

(Gather and set up for entire structure to properly support CPSC)

\$ 5,000.00

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Data gathering and configuration (E.g., establish organization structure, configure templates, gather and load filer information)	\$ 6,000.00
Communications and Training	\$ 10,000.00
Total Implementation	\$21,000.00
License fees (\$29.50 per filer for an estimated 415 filers in the first year)	\$12,242.50
Total year 1	\$33,242.50

CPSC Accounting Data: 0100A12DPS 2012 5258100000 EXFM001300 25300 \$33,242.50

The number of filers represents CPSC's good faith estimate of the total filers that will use the system in the coming year. At the renewal, the actual number of filers using the system will be determined. To the extent the actual number differs from the estimated number, an adjustment will be made in the renewal price by providing a pro-rata credit to CPSC against the renewal price for the subsequent year if fewer filers than estimated used the FDonline system or by providing a pro-rata charge to NTIS against the renewal price for the subsequent year if more filers than estimated used the FDonline system.

Funds will be transferred from CPSC to NTIS before the start of the project. All obligations under this agreement are subject to the availability of funds

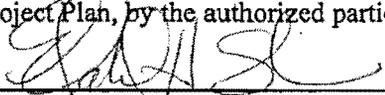
NTIS will work with CPSC to incorporate additional specialized tasks into the pool of existing services as is necessary and the Project Plan and funding amounts will be adjusted to reflect these additional tasks as agreed upon.

The price is based on the assumptions and volumes stated in this Project Plan.

Renewal fees for FY 2013 will be transferred, subject to availability, pursuant to an amendment/modification to this project plan.

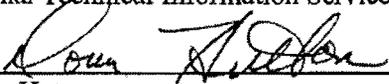
9.0 SIGNATURES

This Project Plan is executed by the mutual agreement of both agencies as to the contents of this Project Plan, by the authorized parties whose signatures are affixed below.



Elizabeth Shaw, Associate Director
National Technical Information Service
8/23/12

Date



Donna Hutton
Contracting Officer
Consumer Product Safety Commission
8/30/12

Date