

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE Date of signature 08-22-12	4. REQUISITION/PURCHASE REQ. NO. REQ-4200-12-0046	5. PROJECT NO. (if applicable)	
6. ISSUED BY CODE LS	7. ADMINISTERED BY (if other than item 4)		CODE	FMPS
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code) NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY ATTN STEVEN ENAMERICH Rick Davis 100 BUREAU DRIVE MS-8602 GAITHERSBURG MD 20899-8630-8665		CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814		
9. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code) NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY ATTN STEVEN ENAMERICH Rick Davis 100 BUREAU DRIVE MS-8602 GAITHERSBURG MD 20899-8630-8665		10. DA AMENDMENT OF SOLICITATION NO.	11. DATED (SEE ITEM 11)	
12. FACILITY CODE		13. MODIFICATION OF CONTRACT/ORDER NO. CPSC-1-10-0019	14. DATED (SEE ITEM 14) 05/21/2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) by completing items 8 and 10, and returning _____ copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
0100A12DPS 2012 2172500000 EXHR004200 252B0 Net Increase: 9130,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. BY ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	BILATERAL MODIFICATION, FAR 43.103(b)

14. IMPORTANT: Contractor is not, is required to sign this document and return _____ 1 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: _____
INTERAGENCY AGREEMENT (IAG)
PROJECT OFFICER: Lisa Scott
EMAIL: lscott@cpsc.gov
PHONE: (301) 424-6421, ext. 128

Modification No. 0003 provides the following:

- 1) Changes the name of the NIST Project Officer
 - 2) Adds additional funding to complete Task D.1.,
 - 3) Adds Task D.2., and
- Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF BUYER (Type or print) Anthony Hamins Division Chief	15B. DATE SIGNED 8-22-12	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donna Hutton	16B. DATE SIGNED 9/19/12
15C. CONTRACT OFFICER <i>G. Hamins</i>	15D. UNITED STATES OF AMERICA <i>[Signature]</i>	16C. DATE SIGNED 08/22/12	16D. UNITED STATES OF AMERICA <i>[Signature]</i>

RK

NAME OF OFFEROR OR CONTRACTOR
NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>4) Extends the period of performance for Task D.1. through July 31, 2013. <i>12 months from Final execution of Mod</i></p> <p>PARAGRAPH XIV, LIAISON OFFICERS</p> <p>a. NIST Project Officer is changed to read: Rick D. Davis, Ph.D. Engineering Laboratory 100 Bureau Dr. MS-8665 Building 224/Room A267 Gaithersburg, MD 20899-8665 Phone: 301-975-5901 Email: Rick.Davis@NIST.gov</p> <p>Funding expires 09/30/2012.</p> <p>Add Item 0003 as follows:</p> <p>0003 Add additional funding to complete Task D.1., "Parametric Testing on Flat Substrates", in the amount of \$130,000.00.</p> <p>Task D.2. is added to the basic agreement but is not funded at this time (see attached Statement of Work).</p> <p>Delivery Date for Task D.1. 7/31/2013 <i>12 months from date of final execution.</i></p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.</p>			<p><i>0003</i></p> <p><i>SN</i></p> <p><i>8-29-12</i></p> <p><i>RF</i></p>	
		1	EA	130,000.00	130,000.00

D. Parametric Testing of Candidate Surrogate Ignition Sources

1. Flat Substrates: Perform ignition experiments on flat substrates of diverse composition and thermal properties. The test assemblies will be representative of those products potentially regulated using 16 CFR 1632, so this testing will provide information regarding the technical feasibility and commercial implications of the candidate surrogates for testing the subject products. The principal outcome is the effect on ignition performance of the surrogates resulting from systematic variation in their properties. The test plan, performance metrics, and the substrates used for this task will be determined in consultation with CPSC staff.

2. Crevice Substrates: Perform ignition experiments on two-surface (i.e., back/seat) substrates of diverse composition and thermal properties. The test assemblies will be representative of those products potentially regulated using 16 CFR 1634 (proposed), so this testing will provide information regarding the technical feasibility and commercial implications of the candidate surrogates for testing the subject products. The principal outcome is the effect on ignition performance of the surrogates resulting from systematic variation in their properties. The test plan, performance metrics, and the substrates used for this task will be determined in consultation with CPSC staff.

ADDENDUM
to Agreement #CPSC-I-10-0019 (CPSC), Mod 0003, requisition #4200-12-0046
Between the Consumer Product Safety Commission
and
the National Institute of Standards and Technology (NIST)/Engineering Laboratory

The purpose of this addendum is to add additional required information. All other terms and conditions of the original Agreement apply.

IV. Purpose and Objective

We understand that while each task is severable from the other tasks, each task is non-severable to itself.

X. Period of Performance

This agreement will become effective when signed by both parties. The agreement will terminate on 8/22/2015, but may be amended at any time by mutual written consent of the parties.

The deliverable date for Task D.1 is twelve months from the date of final signature on Amendment No. 0003.

XVI: Funding and Accounting Data

CPSC:

Treasury Accounting Symbol (TAS)/Appropriation Code: 61-12-0100

Date Funds Expire: 9/30/2012

Business Event Type Code (BETC): DISB

Business Partner Network (BPN) Number/DUNS Number:069287522

XIX. Termination and Cancellation Clause

Any party may terminate this agreement by providing 30 days written notice to the other party. If CPSC terminates the agreement, NIST is authorized to collect all costs incurred prior to cancellation of the agreement plus any termination costs, up to the total value of the agreement.

XX. Subcontracting/Consultant Information/Students or U.S. Citizens Working Under a NIST Financial Assistance Award

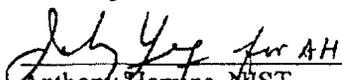
No students or U.S. citizen will be working under a financial assistance award issued pursuant to this agreement.

No employees or agents of recipients will be working under a financial assistance award issued pursuant to this agreement.

NIST contractors and their employees may perform work under this agreement. Intellectual property developed by such contractors/employees is governed by the FAR clauses contained in the NIST contract, which include the right of the contractor to elect to retain ownership of inventions under the Bayh-Dole Act (35 U.S.C. § 200 et seq.), and possible contractor ownership

of data rights. NIST expects that approximately \$50,000 will be transferred to contractors to perform work under this agreement, and the parties agree that should this estimate change, the estimate will be revised through an exchange of emails which will be retained in the official agreement file.

XXI. Signatures:



Anthony Hamms, NIST



Donna Hutton, CPSC Contracting Officer

9/19/12

Date

9/19/12

Date