

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO 0005	3 EFFECTIVE DATE 01/12/2010	4 REQUISITION/PURCHASE REQ NO. RFQ-2720-10-0004	5 PROJECT NO. (if applicable)	
6 ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814	CODE FMPS	7 ADMINISTERED BY (if other than Item 6) CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814	CODE FMPS	
8 NAME AND ADDRESS OF CONTRACTOR (do not abbreviate, State and ZIP Code) ENTERPRISE SVCS CNTRDOT FAA MIKE MUNRONEY AERONAUTICAL CNTR PO BOX 25092 OKLAHOMA CITY OK 73125		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)	
CODE		10A MODIFICATION OF CONTRACT/ORDER NO. CPSC-I-08-0022		10B DATED (SEE ITEM 13) 03/26/2008
FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		

The above numbered solicitation is amended as set forth in Item 14. The time and date specified for receipt of Offers  is extended,  is not extended. Offers 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 9A, 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)	Net Increase:	\$67,274.40
10 CC EXIT-IT 2400 99948 2574		

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. IN ITEM 9A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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:
X	D. OTHER (Specify type of modification and authority) BILATERAL MODIFICATION, FAR 43.103(b)

8. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (inserted by UCF action headings, including solicitation/contract subject matter where feasible.)

DUNS Number: \_\_\_\_\_  
Modification No. 0005 provides the Delphi Annual Maintenance Agreement for FY-2010, in accordance with the attached Statement of Work, Agreement Number: 1210ACESCPCSC.

This agreement is hereby incrementally funded in the amount of \$67,274.40. Additional funding will be provided, by modification, when funds become available.

The period performance shall be for ten (10) months beginning December 7, 2009 through September 30, 2010.

The total amount of Maintenance Agreement: \$336,372.00  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print) Michael J Upton, AMX-2	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rudi M. Johnson
15B CONTRACTING OFFICER Michael Upton	16B DATED STATES OF AMERICA Rudi M. Johnson
15C DATE SIGNED 1/13/2010	16C DATE SIGNED 01/12/2010

NAME OF OFFEROR OR CONTRACTOR  
ENTERPRISE SVCS CNTRDOT FAA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total amount funded to date: \$67,274.40.				
	Add Item 0006 as follows:				
0006	ESC Revised Agreement for Delphi Annual Maintenance for FY-2010, in accordance with the attached Statement of Work.  Period of Performance Ends: 09/30/2010 ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.	1	EA	67,274.40	67,274.40

**Enterprise Services Center  
Office of Operational Services  
Reimbursable Agreement-Franchise**  
Agreement Number 1210ACESCCPSC

ESC:	Enterprise Services Center Department of Transportation, Federal Aviation Administration Mike Monroney Aeronautical Center
Address:	P.O. Box 25082, Oklahoma City, OK 73125

Customer:	U.S. Consumer Product Safety Commission
Address:	4330 East-West Hwy., Bethesda, MD 20814

**I. PURPOSE**

- A. The Enterprise Services Center (ESC) will maintain for the U.S. Consumer Product Safety Commission (CPSC) a separate, complete and identifiably distinct set of books on the ESC's Oracle Federal Financials system, Version 11i.5.10 or newer, which is fully Office of Management and Budget (OMB)/Financial Systems Integration Office (FSIO) compliant. ESC will also provide partial accounting services: monthly and annual closing activities, financial statement preparation and support, audit support, and Cash Operations.
- B. The customer identified above has requested that ESC provide the goods and services identified in I.A. above, and elaborated in Appendix A.

**II. SCOPE AND DELIVERY SCHEDULE**

- A. ESC will maintain for CPSC a separate, complete and identifiably distinct set of books on the ESC's Oracle Federal Financials system, Version 11i.5.10 or newer, which is fully FSIO-compliant. This includes support for Oracle Federal Financials, conversion, global configuration, hosting, help desk, training and upgrades. ESC will also provide partial accounting services, to include all transactions described in Appendix A.
- B. Optional items and any other changes to the project will be subject to a change order. A change order can be initiated by either party, and is to contain a complete description of the change, the impact to schedule, resources and costs, payment provision, and must be signed by CPSC's Contracting Officer and an authorized ESC representative.
- C. This agreement and the modifications to it provide the basis for funding, invoicing, and payment for transactions identified by this agreement and its modifications. Additional funding commitments as a result of changes in the agreement and the dollar amounts identified may be added to the agreement by modification. Such commitments shall be documented by a written modification to this agreement (See Article III) and incorporated herein. Modifications shall be signed by CPSC's Contracting Officer and an authorized ESC representative, and shall be accomplished in accordance with Article III of this agreement.

### **III. AMENDMENTS, CHANGES, MODIFICATIONS**

- A. Any and all changes and/or modifications to this agreement shall be in writing and shall be signed by CPSC's Contracting Officer and an authorized ESC representative. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this agreement. Any and all requests for interpretation and/or modification shall be made in writing. Modifications shall be sequentially numbered.
- B. The approval authorities for ESC and the customer relating to any such changes and modifications are the following:

Marshal R. Gimpel, Director  
Enterprise Services Center  
P.O. Box 25082, Oklahoma City, OK 73125

OR

Michael J. Upton, Deputy Director  
Enterprise Services Center  
P.O. Box 25082, Oklahoma City, OK 73125

Peter Nerret  
U.S. Consumer Product Safety Commission  
4330 East-West Hwy., Bethesda, MD 20814

- C. It is mutually understood and agreed by the parties that the dollar amount to be spent by the customer under this agreement is identified in Appendix B.

### **IV. EFFECTIVE DATE AND PERIOD OF AGREEMENT**

The effective date of this agreement is December 07, 2009 or the date of the last signature to this agreement whichever is later. This Agreement remains in effect through September 30, 2010 or until revoked in accordance with Article VIII.

This franchise agreement will result in a one (1) year base period of performance. This franchise agreement includes four (4), one-year option periods. The bilateral, written option exercise may extend the effective period of this franchise agreement for a period of one (1) calendar year from the date of the exercise. In any event, this franchise agreement shall have a maximum effective period of five (5) calendar years from the date the franchise agreement is exercised.

In addition to the foregoing and subject to funding availability, the effective period of this franchise agreement may be extended for a period of up to ninety (90) calendar days to bridge performance hereunder until the appropriate agreement documentation can be entered into by the parties.

### **V. PROPERTY ACQUISITIONS**

Unless otherwise specified by modifications, any property acquired by ESC to perform work under this agreement shall immediately, upon acquisition by ESC, become the property of ESC.

Exceptions include any and all CPSC-owned secure data, software, current system documentation, software licenses and equipment. Upon termination, these will be provided to CPSC upon request, in a mutually agreed upon format(s).

## **VI. REASONABLE CARE AND PROTECTION**

FSC and the customer mutually agree to exercise reasonable and appropriate care to protect from unauthorized disclosure to any third parties any and all intellectual property, proprietary and/or sensitive information and data that becomes available as a result of fulfillment of duties and obligations under this agreement. It is further agreed that no information, oral or written, concerning pricing and terms of this agreement shall be published or released to any non-party without prior written approval of FSC and the customer, except as provided by law.

## **VII. AUTHORITY**

- A. This Agreement is entered into by CPSC under the Economy Act, 31 U.S.C. 1535 and FAR, Subpart 17.5.
- B. The legal authority(ies) by which ESC enters into this agreement is/are:
  - Public Law 104-205, (110 Stat 2957)
  - FAA Order 2500.35D
  - AMC-I Franchise Fund Policy Statement, FY 2008-02 (06/09/2008)

CPSC has made the determination that it is in the Government's best interest to fulfill or satisfy these requirements through the ESC.

## **VIII. TERMINATION**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date by giving the other party at least twelve (12) months prior written notice of termination. Payment of amounts due and owing may include all cost reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the OST for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations, which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

## **IX. DISPUTES**

Where possible, disputes will be resolved by informal discussion between the parties. If the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved pursuant to the procedures and standards of the Business Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual, Volume 1, Bulletin 2007-03, Section VII.

## **X. ORDER OF PRECEDENCE**

In the event of any inconsistency between the terms of the Agreement, the inconsistency shall be resolved by giving preference in the following order:

- a) The Agreement
- b) The Appendixes

In the event any provision of this agreement or any Appendix lapses by operation of law or by order of a forum of competent and appropriate jurisdiction, the remaining provisions of this Agreement shall continue to accomplish and carry-out the purposes and intentions of the parties as expressed herein.

## **XI. FUNDING AND PAYMENT**

CPSC agrees to pay ESC the firm-fixed prices for its performance and work required to service CPSC under the terms of this agreement as specified in Appendixes A and B.

The Delphi Annual Operations / Maintenance and Accounting Services Annual costs are based on fixed unit pricing, subject to change from year to year as provided for in Articles III C and XI of this agreement.

In accordance with Public Law 104-205, ESC will process an advance and render monthly bills for costs as described in Appendix B. Billing and payment for all annual costs as described in Appendix B will be accomplished by an Intra-governmental Payment and Collection (IPAC) transaction. Any adjustments to costs indicated in Appendix B may not be imposed without written notification and written acceptance by CPSC prior to incurrence (as evidenced by a bi-lateral modification). Upon revocation or termination of the Agreement by CPSC for any cause, CPSC will reimburse ESC for all reasonable costs incurred to date and for reasonable termination expenses.

Relevant ESC federal accounting information is

ALC: 69001104  
DUNS: 809772007  
TIN: 730588975  
TAFS: 69X4562  
Trading Partner Code: 691200

- a. **ESC billing(s)** will be submitted to CPSC. The billing contact for CPSC is:

Name: Gene Barber  
Office/Title: Accounting Officer  
Address: 4330 East-West Hwy.  
Bethesda, MD 20814  
Phone: 301-504-7203, fax 301-713-1535, email gbarber@cpsc.gov  
Agency Locator: 61000001

- b. **Payment** shall be handled by an IPAC transaction. The billing contact for ESC is:

Location: Mike Monroney Aeronautical Center  
Office: Office of Financial Services  
Department: General Accounting, AMZ-300  
Address: P.O. Box 25760

Oklahoma City, Oklahoma 73125-4915A

Phone: 405-954-4333 (fax 405-954-5322)

**XII. LIMITATION OF LIABILITY**

Neither party assumes liability under this Agreement for any losses arising out of any conduct or misconduct, any action or inaction by the other party, its employees, or contractors, or any third party acting on its behalf. FAA and CPSC do not waive sovereign immunity

**XIII. OFFICIALS NOT TO BENEFIT**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share any part of this agreement, or to any benefit arising from it

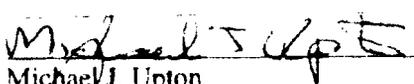
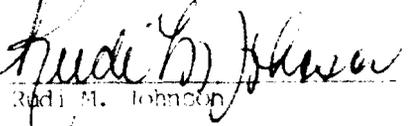
**XIV. WARRANTIES**

No warranties, either written or unwritten, express, implied or by operation of law are given by either party.

**XV. INTELLECTUAL PROPERTY**

Intellectual property developed as part of ESC operations is public information subject to the Freedom of Information Act (FOIA) and the Privacy Act. The financial records contained within the ESC system are recognized as being the property of CPSC. Any FOIA action related to these records will be referred to CPSC for handling.

**XVI. APPROVALS**

BY	TITLE	DATE
 Michael J. Upton	Deputy Director, ESC	12/3/09
 Rudi M. Johnson	Contracting Officer, CPSC	1/12/2010

## Appendix A – Statement of Work (SOW)

**Objective** The Shared Service Provider (SSP) shall provide system and operational support for an Office of Management and Budget (OMB) Financial Systems Integration Office (FSIO) approved financial management system for the U.S. Consumer Product Safety Commission, 4330 East-West Hwy, Bethesda, MD 20814. The system processes and outcomes must comply with laws, regulations and policies as they relate to compliance with and improving the state of financial management in the Federal government. The SSP will be referred to as the SSP or contractor interchangeably throughout this statement of work.

### Accounting Services

ESC shall provide the following Accounting Services on behalf of CPSC as applicable.

#### SLA 7.0 General Accounting

##### **7.1 Cash Operations (CASH)**

- 7.1.1 Perform 224 Reconciliation
- 7.1.2 Research and Clear Statement of Difference (Non ESC created)
- 7.1.3 Perform Treasury Confirmations

##### **7.2 Reconciliation (RECON)**

- 7.2.1 Provide Metric Reports
- 7.2.2 Perform Month-end Close Processes and Procedures
- 7.2.3 Perform Reconciliation of subsidiary ledgers to the General Ledger
- 7.2.4 Provide OMB 1 and 2 indicators

#### SLA 8.0 Reports and Analysis Generation

##### **8.1 Financial Reporting (FINRP)**

- 8.1.1 Prepare Financial Statements
- 8.1.2 Provide Audit Support
- 8.1.3 Provide Treasury Reports

#### SLA 9.0 Other Accounting

##### **9.1 Payments Sweeping (PYMTSWP)**

- 9.1.1 Sweep Payments to Treasury
- 9.1.2 Provide Payment Certification
- 9.1.3 Set Up Customers/ Suppliers

##### **9.2 Control Setups (CTRLSTUP)**

- 9.2.1 Perform setup in Projects Module - Values/Hierarchies, Auto Acctg Rules, Key Member setup
- 9.2.2 Perform setup in Accounts Receivable Module - Enhanced Transaction Codes, Define Interest Rates, as needed
- 9.2.3 Perform setup in Accounts Payable Module - Enhanced Transaction Codes
- 9.2.4 Perform setup in Purchasing Module - Enhanced Transaction Codes
- 9.2.5 Perform setup in General Ledger - BEM Transaction Types/Transaction Codes Summary Templates, Lockouts, Pay Codes, new SGL and Object Class
- 9.2.6 Perform setup/maintenance of Financial Statements
- 9.2.7 Perform setup of SF-133
- 9.2.8 Perform setup/maintenance of FACTS I and FACTS II tables

##### **9.3 Month End and Year End Processing (ENDPROC)**

- 9.3.1 Perform setup for Year end processing and New Year

9.3.2 Perform execution of Month End and Year end closing processes

**9.4 1099 (1099PROC)**

9.4.1 Produce the 1099 mail to vendors and transmit to IRS

**SLA 10.0 Systems Support**

**10.1 Delphi Customer Services (CUSTSRVS)**

10.1.1 Customer Service Help Desk

10.1.2 Customer Service User Training

10.1.3 Systems Audit Support

10.1.4 Provide User Documentation

10.1.5 Business Process Support

## Appendix B – Prices

### Delphi:

<i>Annual Costs</i>	
Delphi ("Steady-State") Fees	\$164,959

### Accounting Services:

Annual Costs	\$171,413
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<b>TOTAL AGREEMENT AMOUNT</b>	<b>\$336,372</b>
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NOTE: The above amounts are firm-fixed prices

## Appendix C – Official Points of Contact

### 1. Agreement Administration

	CPSC	ESC
Name	Peter Nerret, Contract Specialist	Paige Teel
Address	4330 East-West Hwy Bethesda MD 20814	P O Box 25082 Oklahoma City OK 73125
Phone	301-504-7033	405-954-5594
Fax	301-504-0628	405-954-5322
Email	PNerret@cpsc.gov	Paige.teel@faa.gov

### 2. CPSC Accounting Management

Name	Deborah Peebles Hodge Director Division of Financial Services
Address	4330 East-West Hwy Bethesda, MD 20814
Phone	301-504-7130
Fax	301-713-1535
Email	dhodge@cpsc.gov

### 3. CPSC Contracting Officer

Name	Donna Hutton Contracting Officer
Address	4330 East-West Hwy Bethesda, MD 20814
Phone	301-504-7009
Fax	301-504-0628
Email	DHutton@cpsc.gov