

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 07/26/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) 1 2
6. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814		CODE EMPS	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NATIONAL BUSINESS CENTER 1951 CONSTITUTION AVE NW FL 3 WASHINGTON DC 20245-0003		(b) 9A. AMENDMENT OF SOLICITATION NO.
CODE		9B. DATED (SEE ITEM 11)
FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO CFSC-I-10-0021
		10B. DATED (SEE ITEM 13) 07/28/2010

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. 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 15, 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: \$44,000.00

0100A11DPS 2011 5455600000 EXFM002710 253G0

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 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
X	D. OTHER (Specify type of modification and authority) UNILATERAL MODIFICATION, FAR 43.103(b)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

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

DUNS Number: [REDACTED]

PROJECT OFFICER: Carl Philpott  
PHONE: (301) 504-7604  
EMAIL: cphilpott@cppsc.gov

The purpose of Modification No. 0001 is to exercise Option Year 1 in the amount of \$44,000.00 for the period August 1, 2011 through July 31, 2012.

The total amount of this agreement is increased by \$44,000.00, from \$44,000.00 to \$88,000.00.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Ronald M. Oherhillig, Chief Operating Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donna Hutton	
15B. CONTRACT OFFICER <i>Ronald M. Oherhillig</i> (Signature of person authorized to sign)		15C. DATE SIGNED 7/27/11	16B. UNITED STATES OF AMERICA <i>Donna Hutton</i> (Signature of Contracting Officer)
		16C. DATE SIGNED 07/29/2011	

HSN 7540-01-182-9070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR  
NATIONAL BUSINESS CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Measurement of customer satisfaction with the www.cpsc.gov website, utilizing the American Customer Satisfaction Index methodology, plus the use of one Premier Package of tools.</p> <p>See attached.</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.</p>	1	EA	44,000.00	44,000.00

# INTERAGENCY AGREEMENT

FCG Agreement Number: F-30361

CPSC Agreement Number: CPSC-I-10-0021

This agreement is entered into on behalf of the Federal Consulting Group (FCG) as the Providing Agency and the following Customer Agency. The Customer Agency will be responsible for telefaxing and returning the original signed copy of this agreement to the Providing Agency at the address identified below.

## CUSTOMER AGENCY NAME AND ADDRESS:      PROVIDING AGENCY NAME AND ADDRESS:

Agency Name: U. S. Consumer Product Safety  
Commission (CPSC)  
Address: 4330 East West Hwy  
Bethesda, MD 20814  
  
Agency Location Code: 61000001  
DUNS Number: 069287522  
TAS: 6100100      BETC: DISB

U.S. Department of the Interior (Franchise)  
National Business Center  
The Federal Consulting Group (FCG)  
1849 C St NW, MS 314  
Washington, DC 20240-0001  
ALC: 14-01-0001  
DUNS NUMBER: 828582127  
TAS: 14X4529      BET: COLL

## CUSTOMER AGENCY CONTACT:

Name: Carl Philpott  
Phone Number: 301-504-7604  
Fax Number: 301-713-0047  
E-Mail Address: CPhilpott@cpsc.gov

## PROVIDING AGENCY CONTACT:

Name: Susan Grow  
Phone Number: 202-513-7671  
Fax Number: 202-513-7686  
E-Mail Address: Susan\_Grow@nbc.gov

**SERVICES TO BE PROVIDED:** One, twelve-month measurement of customer satisfaction with the [www.cpsc.gov](http://www.cpsc.gov) website, utilizing the American Customer Satisfaction Index (ACSI) methodology, plus the use of one Premier Package of tools. An architectural scan (up to 15,000 objects) of the website is also included upon request. See the attached Service Level Agreement for details.

**PERIOD COVERED:** Estimated to be August 1, 2010 thru July 31, 2011; actual period will be twelve months from when the survey goes live on the website.

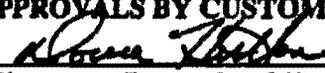
<b>FIRM FIXED PRICE:</b>	
Twelve mo. Measurement	\$29,000.00
Prem. Pkg.Total	15,000.00
<b>TOTAL</b>	<b>\$44,000.00</b>

**CUSTOMER AGENCY ACCOUNTING/APPROPRIATION CLASSIFICATION CODE:**  
0100A10DPS-2010-5455600000-EXFM002710-253G0

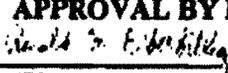
**PAYMENT PROVISIONS:** FCG will invoice the full amount when the survey goes live.

**PROVIDING AGENCY ACQUISITION AUTHORITY:** P. L. 104-208, Div. A, §101(d)(§113), as amended  
**CUSTOMER AGENCY AUTHORITY:** Section 27(g) of the Consumer Product Safety Act, 15 U.S.C. 2076(g)

## **APPROVALS BY CUSTOMER AGENCY:**

  
(Signature - Contracting Officer)      7/28/10 (Date)  
Donna Hutton  
(Typed Name & Title)

## **APPROVAL BY PROVIDING AGENCY:**

  
(Signature)      June 28, 2010 (Date)  
Ron Oberbillig, Chief Operating Officer  
(Typed Name & Title)



*Federal Consulting Group  
US Department of the Interior*

**SERVICE LEVEL AGREEMENT FOR THE  
U. S. CONSUMER PRODUCT SAFETY COMMISSION (CPSC)  
FCG IA Number: 30361**

**1. PURPOSE:**

This Service Level Agreement describes the support by the U.S. Department of the Interior's Federal Consulting Group to the U. S. Consumer Product Safety Commission (CPSC) for the delivery of twelve months of assessment and improvement service for the [www.cpsc.gov](http://www.cpsc.gov) website, utilizing the American Customer Satisfaction Index (ACSI) methodology, plus the use of the Premier Package of tools for twelve months.

**2. BACKGROUND:**

The FCG is a Federal government organization that has been serving the Federal community for over 20 years. It is a fee-for-service franchise activity within the Department of the Interior. The staff is comprised of senior leaders and executives from throughout the Federal government who have managed major programs and led the transformation process to achieve high performing, citizen centered organizations. Our Group is often referred to as "insiders with outsiders" knowledge. FCG invests in its customers' future and commits to their success in creating customer-driven, value-added organizations.

FCG is the executive agent for the American Customer Satisfaction Index (ACSI) and provides rapid access to this technology and other web analytics to help senior government leaders and web teams achieve top results. FCG offers a collaborative approach and seeks to support key managers at agencies so that they continue to pursue improvement with increasing independence. FCG consultants have visibility and regular contact with senior executives and program managers from many agencies and bring them together to share lessons learned and best practices to make government more results-oriented and citizen-centric.

**3. SCOPE OF WORK:**

The FCG team, including ForeSee Results, will collaborate with the CPSC web team in performing website assessment and improvement services using the American Customer Satisfaction Index (ACSI) methodology. These services shall include use of an econometric model based on the ACSI and customized for the designated website. This model shall include relevant elements that drive customer satisfaction, satisfaction itself, and desirable customer behaviors.

To obtain data for processing by the model, the FCG team shall work closely with CPSC in conducting an on-line survey with multiple, model-related questions for the selected website elements, satisfaction, and future behaviors. In addition, the survey shall include customized questions developed by CPSC that are not related to the model but desirable for informational purposes and general analysis. These questions may be deleted, modified, or replaced at appropriate intervals during the subscription period.

In collecting, analyzing and reporting the data, this project shall be executed in full compliance with the Privacy Act of 1974. Furthermore, FCG shall obtain clearance from the Office of Management and Budget for this survey under the Paperwork Reduction Act.

Customers using the CPSC website shall be selected to take the on-line survey based on sampling parameters that are determined by CPSC and implemented by parameter files provided by the FCG team. The FCG team shall process the survey data in the model and provide on-line access to the data, scores, reports, and analysis. The FCG team shall continue to contact CPSC periodically to discuss survey results, make necessary changes in sampling or non-model questions, provide additional analysis, and make recommendations regarding changes in the website.

Finally, CPSC shall upon request receive the results of an architectural scan (15,000 objects maximum) and quality assessment of the website, including reports and analysis reflecting website defects and visitor experience scores.

This service complies with Federal Section 508 guidelines for accessibility.

#### **4. CLIENT SERVICES :**

A **Satisfaction Research Analyst (SRA)** of the FCG team shall be assigned to work with the CPSC in order to provide a high-level of personalized service throughout the duration of the subscription. The responsibilities of this SRA include:

- Acting as CPSC's day-to-day contact, promptly responding to CPSC questions and issues and maintaining a strong relationship with CPSC throughout the duration of this agreement
- Working with CPSC to create a custom survey model with the appropriate blend of model and custom questions to meet business objectives
- Acting as liaison with the FCG team as necessary
- Orienting CPSC to the Online Portal and to other available tools and reports
- Analyzing survey data on a regular basis
- Coordinating the creation of monthly and other scheduled reports with the FCG team
- Interpreting survey results to find actionable insights, trends, improvement opportunities and other findings from the voice of customer data and creating Satisfaction Insight Review presentations based on the data
- Facilitating quarterly Satisfaction Insight Reviews with the CPSC client team in a phone based meeting.

**Skip Logic** – This enables CPSC to add and remove questions based on answers to previous questions.

**Continuous online reporting** is provided with 24/7 access to data that is continuously updated through an online portal. This portal enables CPSC to continuously monitor customer satisfaction, stay on top of performance trends and easily share voice of the customer data throughout the CPSC organization. CPSC can view data by day, month or a custom date range. In addition, data can be exported to Excel for sharing throughout CPSC. Through this online portal, CPSC can conveniently access:

- **Satisfaction Summary** – shows current scores for each element and respective impacts in an intuitive and graphical format for data in a range specified by CPSC
- **Priority Map** – shows the elements of the website that need the most attention in a “bubble chart” for data in a range specified by CPSC. This Priority Map provides an “at-a-glance” view of where CPSC should invest resources for site improvement which are based on elements with lower scores and higher impacts.
- **Model Question Scores** – CPSC can view responses on a 10-point scale for every model question in the survey.
- **Custom Question Details** – CPSC can view pie and bar charts question response distributions
- **Open-ended Data** – CPSC can see actual verbatim responses to open-ended survey questions.
- **Activity Reports** – provides CPSC with a graphical and text format showing the surveys presented and completed by customers over time for a specific date range.
- **“What If” Calculator** – allows CPSC to see the expected impact from increasing satisfaction with a specific element.
- **Recent research commentaries and white papers** by the FCG Team, including the quarterly ACSI E-Government Satisfaction Index.

#### **Basic Scheduled Reports**

CPSC can receive these two reports via email at intervals selected at the beginning of its service term at intervals it chooses (weekly, monthly, etc.) up to daily. The two basic scheduled reports are:

- **Satisfaction Summary:** provides element, overall satisfaction and future behavior scores.
- **Open-ended Comments:** provides list of all verbatim responses to open-end questions.

**Monthly Summary Reports** are provided and include:

- **Satisfaction Summary** – shows element, overall satisfaction and future behaviors scores and impacts
- **Priority Map** – shows a quadrant chart that categorizes elements by priority for improvement based on scores and impacts.

- **Satisfaction and Element Trend Lines** – provides monthly trend lines for satisfaction and high-priority elements
- **Model Question Averages** – provides average scores on a 10-point scale for model questions
- **Question Distributions** – provides distributions by answer choice for both custom and model questions shown as pie or bar charts
- **Open-ended Questions** – provides text answers to open-ended questions

**Quarterly In-Depth Reviews** are provided and include:

- **In-depth analysis by assigned SRA**
- **Collaborative presentation for CPSC** in which the SRA walks CPSC through a comprehensive presentation containing facts, analysis and interpretation of the customer satisfaction analytics. The continuous process of analysis helps CPSC to understand site visitors better and to reveal actionable insights.
- **Reports included with quarterly review:**
  - **Quarterly summaries of the monthly reports**
  - **Segmentation analysis**
  - **Benchmark reports which include:**
    - **FCG team Government Benchmark**
    - **FCG team E-Government Satisfaction Index Benchmark**
    - **ACSI E-Commerce and ACSI E-Business Benchmarks**
    - **ACSI Federal Government Benchmark**
    - **FCG team Client Benchmark**
    - **Element-level Benchmarks**
    - **Functionality Benchmarks**
    - **Department Benchmarks (for departments with five or more measured sites)**
    - **Private Sector Benchmarks**
    - **Custom Benchmarks (when there are five or more sites in a particular category)**

**PREMIER PACKAGE OF TOOLS** includes:

**Comment Cluster Tool** – This tool is a means to sort and analyze verbatim comments in ways that are meaningful to those involved in managing a website, including by satisfaction score, customer date ranges and/or keywords. Agencies can quickly spot customer problems and issues while reviewing automatically generated clusters that are created by the tool. Data can be used to generate reports that can be shared with other team members or organizations via email or Excel.

**Ad Hoc Tool** – This tool provides ongoing access to data for self-directed analysis. In addition to access to aggregate data, this tool gives agencies a means to analyze data across multiple survey measures on the same website and the ability to perform analysis of distinct site visitor segments of interest. Agencies can define the date range of the data to analyze. The tool also incorporates "and" and "or" logic between multiple

questions to enable "drill down" analysis. The tool then generates reports for the audience segment or segments:

- Satisfaction Summary
- Trend Lines by Week and Trend Lines by Month
- Average ACSI Model Question Responses
- ACSI Model Question Distributions
- Single-Select Custom Question Distributions
- Multi-Select Customer Question Distributions
- Open-ended Question Responses
- Satisfaction Comparisons
- Question Distribution Crosstabs

**Enhanced and Segmented Reports** - For both, these can be tailored to the frequency and types of reports to meet the needs of different team members. For example, the web manager may want to receive daily Satisfaction Summaries, while the communications manager prefers to receive monthly open-ended comments.

**Enhanced Reports** are those that agencies can elect to receive at scheduled time intervals (e.g., weekly, monthly) up to daily, as a complement to monthly summary reports. Scheduling occurs at the beginning of the service term and the following reports are included:

- Satisfaction Summary
- Priority Maps
- Question Averages
- Question Distributions
- Trend Lines
- Respondent Counts

**Segmented Reports** are those that agencies can elect to receive at scheduled time intervals (e.g., weekly, monthly) up to daily. These provide insights into audience segments of interest. Scheduling occurs at the beginning of the service term and the following reports are included:

- Satisfaction Summary
- Question Distributions
- Open-Ended Comments
- Satisfaction Comparison by Custom Question

#### **Usability Audit Reviews (2)**

Upon identification of area of focus (based on Satisfaction analysis), agencies receive a usability compliance rating based on approximately 50 usability indicators, SWOT analysis and detailed review of top 10 usability violations.

Notwithstanding the client services just described, the CPSC may contact the FCG team to discuss issues or questions on an as-needed basis.

**5. PERIOD OF PERFORMANCE:**

The period of performance for this agreement shall commence upon signature by representatives of both agencies. However, the actual subscription period shall be for twelve months beginning with implementation of the survey code. This agreement shall have a base year and four option years requiring mutual and annual agreement of the involved agencies, as well as notification and acceptance of potential fee changes. The approximate dates of the subscription periods are detailed below.

Base Year	August 1, 2010 – July 31, 2011
Option Year 1	August 1, 2011 – July 31, 2012
Option Year 2	August 1, 2012 – July 31, 2013
Option Year 3	August 1, 2013 – July 31, 2014
Option Year 4	August 1, 2014 – July 31, 2015

**6. COST:**

The cost of this service is \$29,000.00 for all work related to twelve months of assessment and improvement support of the website and \$15,000.00 for the use of the Premier Package of tools for a total of \$44,000.00. This is a firm, fixed-price effort.

**7. RECORDS MANAGEMENT:**

All deliverables to the CPSC web team defined within this Agreement are Federal records owned by the CPSC and must be managed by the FCG as Federal records.

**8. TERMINATION FEE:**

In the event CPSC does not implement the survey code within 120 days of code delivery, CPSC will be charged a termination fee of \$3,000 for the work completed on the survey and implementation code. A new or modified agreement shall be required to reinstate support services to the CPSC website team.

**9. REDEPLOYMENT FEE:**

If CPSC re-deploys the survey code to another website, sub-site or application other than the one designated initially by the CPSC point of contact, the term of service shall be continuous and remain as the number of months in the original subscription period. If re-deployment is supported by the FCG team, a re-deployment fee of \$3,000 will be charged. However, if the agency requires no support from the FCG team or support in transitioning to a new website, as in a relaunch of the website, then no redeployment fee will be charged based on the following conditions: 1) CPSC will be responsible for moving code and performing any necessary tests.

2) The model, model questions, log, etc. will remain the same. 3) There will be no additional reporting or distinction between data based on the movement of code.

#### **10. PAYMENT FOR SERVICES:**

FCG provides services to other Federal Agencies through the use of an Interagency Agreement (IA). A copy of the IA is attached for reference and signature. FCG will invoice for the subscription service using the Intra-agency Payment and Collection System (IPAC) when the survey goes live on the website or on the renewal date of the service or when additional services are implemented or delivered. A copy of the invoice(s) will be sent to the CPSC project officer for verification and review.

#### **11. COMMUNICATIONS:**

Questions related to the scope of work or changes to this agreement will be communicated by the CPSC point of contact to Susan Grow, Program Manager/Performance Measurement Consultant, Federal Consulting Group, (202) 513-7671.

#### **12. DURATION OF AGREEMENT/AMENDMENTS AND MODIFICATIONS/EFFECT OF AGREEMENT**

This agreement will become effective when signed by all parties. The agreement will terminate after 12 months of actual measurement using the ACSI, but may be amended at any time by mutual consent of the parties or renewed and extended in accordance with the option provisions of Article 5.

Either party may terminate this agreement by providing sixty days written notice to the other party. However, the party receiving service will be liable for the cost of any services provided prior to termination. If for any reason, this subscription service terminates through no fault of CPSC prior to the delivery of twelve months of continuous measurement, CPSC will be entitled to a pro rata refund for that portion of the subscription that has not been delivered.

This agreement is an internal Government agreement between the parties and is not intended to confer any right upon any private person or third party.

Nothing in this agreement will be interpreted as limiting, superseding or otherwise affecting either agency's normal operations or decisions in carrying out its statutory or regulatory duties. This agreement does not limit or restrict the Department of the Interior or CPSC from participating in similar activities or arrangements with other entities.

#### **13. DISPUTES:**

Intra-governmental disputes and major differences shall be resolved in accordance with Treasury Financial Manual, Bulletin #2007-03, Volume 1, effective October 1, 2006. Dispute resolution will involve program offices, accounting offices, contracting officers, or chief financial officers of both agencies, as appropriate. All major disputes must be documented in writing

with clear reasons outlining the dispute. If the issue is not resolved to the satisfaction of both parties, the dispute will be elevated to Interior Management Officials and, if necessary, to the Chief Financial Officers Council's Intra-governmental Dispute Resolution Committee for final resolution. *(Refer to Treasury Financial Manual, Bulletin #2007-03, Volume 1, for more detailed information.)*

***The Federal Consulting Group appreciates the opportunity to support the U. S. Consumer Product Safety Commission, as you are a valued customer.***

## Kessler, Dodie

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**From:** Hutton, Donna  
**Sent:** Friday, July 22, 2011 5:22 PM  
**To:** Kessler, Dodie  
**Subject:** FW: CPSC-I-10-0010  
**Attachments:** image001.jpg; Ami A Carbaugh.vcf

Dodie, I tried to find this file, see if I could take some action, while you were away but I was not successful. So this is one you will need to pick up on when you return.

Donna

Donna Hutton  
Director, Division of Procurement Services  
U.S. Consumer Product Safety Commission  
4330 East-West Hwy.  
Bethesda, MD 20814

**From:** Carbaugh, Ami A. [mailto:ami.carbaugh@nist.gov]  
**Sent:** Tuesday, July 12, 2011 1:53 PM  
**To:** Thomas, Treye; Hutton, Donna  
**Cc:** Kessler, Dodie; Chin, Joannie; Nguyen, Tinh Dr.  
**Subject:** FW: CPSC-I-10-0010

With regard to the email you sent to Tinh Nguyen, please follow up on comments for agreement# CPSC-I-10-0010. See my email below sent to Dodie on 6/29/11. I'm not sure where Dodie is in the process on your end but just want to make you aware that we're waiting for the required changes and for you to return the final document for clearance. The final version should be returned to me via email. Thank you!

**From:** Thomas, Treye [mailto:TThomas@cpsc.gov]  
**Sent:** Tuesday, July 12, 2011 11:31 AM  
**To:** [McKittrick.Michael@epamail.epa.gov](mailto:McKittrick.Michael@epamail.epa.gov); Davis, Rick D. Dr.; Hakkinen, Pertti (NIH/NLM) [E]; Nguyen, Tinh Dr.  
**Cc:** Hutton, Donna  
**Subject:** CPSC IAGs

Greetings All,

Dodie Kessler, the contracts specialist that you have been working with over that past several weeks, will be out of the office for the next two weeks. We would like to have these IAGs completed as quickly as possible. If you have any urgent questions, or are prepared to sign the IAGs, please contact Donna Hutton ([dhutton@cpsc.gov](mailto:dhutton@cpsc.gov)). Please also copy me on any correspondence. Thank you.

Regards,

Treye

**Treye A. Thomas, Ph.D.**  
Leader, Chemical Hazards Program  
Office of Hazard Identification and Reduction  
U.S. Consumer Product Safety Commission  
4330 East West Highway Suite 600  
Bethesda, MD 20814  
301-504-7738 (Phone)  
301-504-0079 (Fax)

[tthomas@cpsc.gov](mailto:tthomas@cpsc.gov)

**"Unless otherwise stated, any views or opinions expressed in this e-mail (and any attachments) are solely those of the author and do not necessarily represent those of the U.S. Consumer Product Safety Commission."**

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**Ami A. Carbaugh**  
NIST - Engineering Laboratory  
Administrative Officer, Div 731

(301) 975-6746 Work  
[ami.carbaugh@nist.gov](mailto:ami.carbaugh@nist.gov)

100 Bureau Drive MS 8602  
Gaithersburg, MD 20899-8602

**From:** Carbaugh, Ami A.  
**Sent:** Wednesday, June 29, 2011 4:02 PM  
**To:** 'Kessler, Dodie'  
**Cc:** Thomas, Treye; Chin, Joannie; Sanon, Priyanka; Perry, Karen B. Mrs.  
**Subject:** RE: CPSC-I-10-0010

Hi Dodie,  
Comments came back from the Legal review today:

1. CPSC's Treasury Account Symbol is identified as 61 1 0100. This denotes that they are using FY 2011 Funds. It appears that these are one-year funds, which if true, means they expire on September 30, 2011. If they are in fact FY 2011 one-year funds, then we need a statement from CPSC explaining that the project for which they are funding is a non-severable project (and why) to which they will not receive a benefit or something of value until the project is complete (approx. a year from the date the agreement is executed).
2. In Section 11, change Section 11 title to "PUBLICATION" and please add the phrase "To the extent permitted by law" at the beginning of the first sentence. While it is unlikely, there could be an instance where this information is requested by Court Order, Congressional inquiry, etc. which would require NIST to produce the information before it submits it to CPSC. Also, at the end of the last sentence in Section 11, please add " NIST will consider in good faith any comments or suggested edits by the Commission. However, NIST retains sole authority to determine the content, style and mode of publication of any work created by NIST employees. If the Commission objects to the publication of a NIST work, NIST will note such objection with an appropriate disclaimer on the Work."

3. The Treasury Department recently rescinded the most recent Treasury Financial Manual Bulletin No. Therefore, the dispute resolution provisions in Section 12 need to be revised. Its easiest to just remove the current paragraph in Section 12 and replace it with the following:

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>.

Please make the requested changes and return a final unsigned version for clearance. Call or email if you have any questions. Thank you for your assistance.

**Ami A. Carbaugh**  
NIST - Engineering Laboratory  
Administrative Officer, Div 731

(301) 975-6746 Work  
[ami.carbaugh@nist.gov](mailto:ami.carbaugh@nist.gov)

100 Bureau Drive MS 8602  
Gaithersburg, MD 20899-8602

**From:** Kessler, Dodie [<mailto:DKessler@cpsc.gov>]  
**Sent:** Thursday, June 23, 2011 8:57 AM  
**To:** Carbaugh, Ami A.  
**Cc:** Thomas, Treye  
**Subject:** CPSC-I-10-0010  
**Importance:** High

Ami,

Attached is subject interagency agreement between CPSC and NIST for airborne nanoparticles. Only change has been the removal of the clause regarding Bona Fide Need and Severability by our OGC, as discussed yesterday by phone.

We ask that after review and approval, NIST sign/date and return a copy to me via email (see below) or by fax to (301) 504-0628. Upon receipt, CPSC will sign/date and return a fully executed copy to you.

Any questions, call me on (301) 504-7037.

Dodie Kessler, Contract Specialist  
[dkessler@cpsc.gov](mailto:dkessler@cpsc.gov)

\*\*\*\*\*!! Unless otherwise stated, any views or opinions expressed in this e-mail (and any attachments) are

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