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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. 0010 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ NO. | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814 | CODE FMPS | 7. ADMINISTERED BY (If other than Item 6) | | CODE |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HEALTH AND HUMAN SERVICES NC DEPARTMENT OF 101 BLAIR DRIVE RALEIGH NC 27605-1127 | | (x) | 9A. AMENDMENT OF SOLICITATION NO. | |
| CODE 809785363 | | FACILITY CODE | | 9B. DATED (SEE ITEM 11) |
| | | X | 10A. MODIFICATION OF CONTRACT/ORDER NO. CPSC-H-13-0013 | |
| | | | | 10B. DATED (SEE ITEM 13) 05/16/2013 |

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 9 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)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/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 _____ copies to the issuing office.

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

DUNS Number: 809785363
COR: Dennis B. Wierdak
PHONE: (301) 504-7430
EMAIL: dwierdak@cpssc.gov

Modification 0010 to contract CPSC-H-13-0013 is hereby issued to change the name of the COR, and provide a new CPSC Contracting Officer Representative (COR) Designation Letter.

CHANGE COR FROM: Randolph Mitchell
CHANGE COR TO: Dennis B. Wierdak

Continued ...

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

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|---|------------------|---|--------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Greg A. Grayson | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer) | 16C. DATE SIGNED 9 Jun 2017 |

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
CPSC-H-13-0013/0010

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NAME OF OFFEROR OR CONTRACTOR
HEALTH AND HUMAN SERVICES NC DEPARTMENT OF

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | <p>1. Substitute the attached COR Designation Letter for the COR Designation Letter previously submitted on 6/8/17.</p> <p>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.</p> | | | | |

CPSC Contracting Officer's Representative (COR) Designation Letter

COR Name: Dennis B. Wierdak

CPSC Contract No.: CPSC-11-13-0013

A. DESIGNATION OF COR

As a Contracting Officer (CO), I am responsible for ensuring and safeguarding the interests of the United States in its contractual relationships pursuant to the Federal Acquisition Regulation (FAR, 48 CFR Chapter 1) and agency policies. To assist in fulfilling these responsibilities, I hereby designate you as the Contracting Officer's Representative (COR) for this contract. You are in a unique position to monitor how well the contractor is progressing towards achieving the contract's purpose and will be responsible for being the technical liaison between the contractor and the Contracting Officer, which is critical to ensuring good contract performance.

As COR, your first responsibility is to read the entire contract and thoroughly acquaint yourself with the requirements it places on the contractor, the CO, and the COR. You should also periodically review the contract to maintain your familiarity with its terms and conditions.

This letter confirms that you are a government employee and are certified as a COR in accordance with the current Office of Management Budget memorandum on the Federal Acquisition Certification for Contracting Officer's Representatives (FAC-COR) guidance. As the COR you shall maintain the appropriate certification level as described in CPSC Directive No. 1521.1. This designation is not redelegable. As the designated COR, you may be personally liable for unauthorized acts. This designation is valid throughout the contract period cited in the contract.

B. COR LIMITATIONS

As the COR, you have no authority to make any commitments or changes that affect price, quality, quantity, delivery or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions. Only a CO has the authority to take such actions. You may be held personally liable, and may be subject to disciplinary action, for unauthorized actions, particularly if the action is determined to be a violation of the

Anti-Deficiency Act. You may only take actions that are within the authority provided in this letter of designation.

C. COR DUTIES AND RESPONSIBILITIES

You are designated and authorized to perform specific technical and administrative functions under this contract. As CO, I hereby delegate to you the following duties and responsibilities that are otherwise my responsibility:

1. Develop the contract specifications and/or performance work statement in such a manner as to promote competitive procurement actions.
2. Coordinate with the program office to ensure that technical requirements are incorporated into the resulting contract specifications and/or performance work statement.
3. Identify measurable performance objectives.
4. Identify potential contractors.
5. Perform technical evaluations as required.
6. Arrange for any required government-furnished equipment or facilities.
7. Ensure that the contractor has any necessary clearances to access the facility and data required by the contract.
8. Monitor and document contractor technical performance to assure that the contract terms and conditions are fully met and within the scope of the contract.
9. Inform the Contracting Officer when a contractor has not met contract requirements and coordinate with the Contracting Officer on any required corrective action.
10. Assist the Contracting Officer in the resolution of technical problems encountered during performance.
11. Submit performance reports in accordance with the Contractor Performance Assessment Reporting System (CPARS) requirements and agency policy.
12. Ensure that any requested changes to the resulting contract are formally effected by a written modification issued by the Contracting Officer before the contractor proceeds with the changes.
13. Perform inspection, acceptance or rejection of all deliverables in accordance with the terms of the contract.
14. Review and approve or disapprove the contractor requests for payment (invoice) to ensure that the invoice accurately reflects the service completed or product received in accordance with the requirements of the contract.
15. Maintain a contract working file that includes this designation letter, a copy of the contract award, modifications, correspondence, records of inspection, performance meetings, invoices and other documents describing the COR's duties,

responsibilities and actions taken in accordance with this delegation of authority.
This file is subject to review by the Contracting Officer.

D. STANDARDS OF CONDUCT AND CONFLICTS OF INTEREST

As the COR you are responsible for protecting the U.S. Government's interests, while supporting its reputation for fair and equal dealings with all partners, including contractors. Therefore, if you have any direct or indirect financial interests that may place you in a position where there is a conflict between your private interests and the public interest of the United States, you must immediately inform your supervisor, the Contracting Officer and the Office of General Counsel.

E. CONTRACTING OFFICER SIGNATURE:

Greg A. Shapiro
Contracting Officer

9 Jun 2017
Date

F. CONTRACTING OFFICER'S REPRESENTATIVE ACKNOWLEDGMENT:

I hereby accept this appointment and acknowledge my Duties and Responsibilities as COR.

Dennis B. Wurdah
Contracting Officer's Representative

June 8, 2017
Date