

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 10

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/23/2010	2. CONTRACT NO. (If any) CPSC-B-10-0019	6. SHIP TO: a. NAME OF CONSIGNEE Indicated on call
3. ORDER NO.	4. REQUISITION/REFERENCE NO. REQ-2200-10-0017	

5. ISSUING OFFICE (Address correspondence to) CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814	b. STREET ADDRESS
	c. CITY
	d. STATE
	e. ZIP CODE

7. TO: a. NAME OF CONTRACTOR TRANSPERFECT TRANSLATIONS INTERNATIONAL INC	f. SHIP VIA
b. COMPANY NAME	8. TYPE OF ORDER

c. STREET ADDRESS 601 THIRTEEN STREET NW SUITE 370 SOUTH	☐ a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	☐ b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY WASHINGTON	e. STATE DC	f. ZIP CODE 20005-3807

9. ACCOUNTING AND APPROPRIATION DATA Indicated on call	10. REQUISITIONING OFFICE CONSUMER PRODUCT SAFETY COMMISSION
---	---

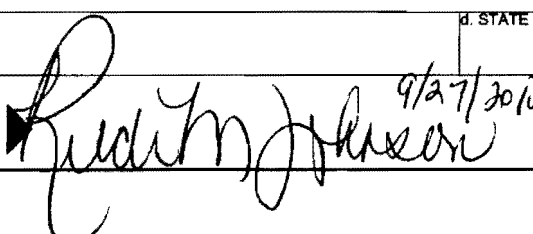
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) ☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS	☐ g. SERVICE-DISABLED VETERAN-OWNED	12. F.O.B. POINT Destination
--	--	---------------------------------

13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Indicated on call	16. DISCOUNT TERMS Indicated on call
--	------------------------------	------------------------	---	---

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA Contract #: GS-10F-0076S DUNS Number: [REDACTED] THIS IS A BLANKET PURCHASE AGREEMENT (BPA), CPSC-B-10-0019 BETWEEN THE TRANSPERFECT TRANSLATIONS INTERNATIONAL INC. AND THE OFFICE OF PUBLIC AFFAIRS AT THE CONSUMER Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO: a. NAME Indicated on call			
b. STREET ADDRESS (or P.O. Box)			17(i) GRAND TOTAL
c. CITY			
d. STATE			
e. ZIP CODE			

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Rudi M. Johnson TITLE: CONTRACTING/ORDERING OFFICER
--	--

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/23/2010

CPSC-B-10-0019

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	PRODUCT SAFETY COMMISSION TO PROVIDE STANDARD LATIN AMERICAN SPANISH TRANSLATION OF PUBLIC DOCUMENTS, SUCH AS BLOGS, NEWS RELEASES, STATEMENTS, TRI-FOLD BROCHURES AND HANDBOOKS IN ACCORDANCE WITH THE GSA SCHEDULED AND THE ATTACHED TERMS AND CONDITIONS.					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2008)

Prescribed by GSA FAR (48 CFR) 53.213(f)



U.S. CONSUMER PRODUCT SAFETY COMMISSION
BETHESDA, MD 20814

18 September 2010

Transperfect Translations, Intl Inc
Attn: Daniel R. Emery

Subject: Acceptance Letter

- ☐ Contract _____
- ☐ Purchase Order _____
- ☒ Blanket Purchase Agreement CPSC-B-10-
- ☐ Interagency Agreement _____

- ☒ Attached is a copy of the Blanket Purchase Agreement indicated above. Sign and return this letter as acceptance of the agreement to the address listed below, or email rjohnson@cpsc.gov or fax your acceptance to (301) 504-0628. The Contracting Officer will sign the agreement and return a copy for your records.

Consumer Product Safety Commission
Division of Procurement Services, Room 517
4330 East West Highway
Bethesda, Maryland 20814
ATTN: Rudi Johnson

I, Daniel R. Emery of the Transperfect Translations, do hereby Accept the enclosed Blanket Purchase Agreement, (BPA), to provide Standard Latin American Spanish Translation of public documents such as blogs, new release, Commission statements, tri-fold brochures and handbooks to the assist the Consumer Product Safety Commission, Office of Public Affairs as indicated in the attached agreement.

Sincerely,

Rudi M. Johnson
Contracting Officer

BPA NUMBER: CPSC-B-10-0019

TRANSPERFECT TRANSLATIONS

STANDARD LATIN AMERICAN SPANISH TRANSLATION

1. DESCRIPTION OF AGREEMENT :

a. This is a Blanket Purchase Agreement (BPA) for translation services of Standard Latin American Spanish to support the Office of Information & Public Affairs, located at the Consumer Product Safety Commission (CPSC), 4330 East West Highway, Bethesda, Maryland.

b. The U.S. Consumer Product Safety Commission (CPSC) is a small, independent regulatory agency with the mission of protecting consumers from injury and death relating to 15,000 different types of products under its jurisdiction. Though a small agency, CPSC often makes important news vital to keeping consumers safe.

c. This Blanket Purchase Agreement (BPA) will be a Multiple Blanket Agreement (MBA) for translation services of documents, such as blogs, press releases, Commission statements, tri-fold brochures and handbooks from English into Standard Latin American Spanish unless other style of Spanish is requested.

d. NO FUNDS ARE OBLIGATED WITH THIS BLANKET AGREEMENT. FUNDS WILL BE OBLIGATED AT THE TIME THAT INDIVIDUAL BPA PURCHASE CALLS ARE PLACED BY AN AUTHORIZED PURCHASING OFFICIAL (APO) (SEE ATTACHMENT A) OR CONTRACTING OFFICER.

e. Additional BPAs may be established to facilitate and to ensure that the maximum practicable competition needs are met and to ensure rotation of repetitive needs for translation services are met. Individual orders must be competed among the multiple BPA holders and a Best Value selection may be done as each order is placed.

2. OBJECTIVE:

a. The object of the BPA is to provide translation services in accordance with the GSA contract and the terms and conditions of this agreement.

b. The contractor shall provide the services ordered on individual BPA orders. All orders will be on a firm-fixed price (FFP) basis and shall be within the confines of the pricing established under the BPA.

c. All materials produced under this BPA will become the sole property of CPSC.

3. DESCRIPTION OF SERVICES:

- a. Independently, and not as an agent of the Government, the contractor shall furnish all necessary personnel, supplies and equipment to perform the work set forth below.
- b. The document(s) to be translated shall be emailed to the contractor or sent in a CD if it involves formatting/typesetting/desktop publishing.
- c. The turnaround time shall be determined at the time the call is placed, and shall be based upon the length of the document.
- d. An additional day shall be allowed in cases where the desktop publishing is required.
- e. All translations shall be accurate and grammatically correct. The contractor shall incorporate editing by a second translator in their translation process to reduce the number of edits by CPSC staff.
- f. The contractor shall send a first (1st) draft of translation in word format to CPSC Spanish-speaking Public Affairs Specialist for review.
- g. If original document is sent in a publish format, the contractor shall be able to return translation in the same format. It is understood that the contractor may need additional time depending on the format. The contractor shall contact the Public Affairs Specialist if additional time is needed.
- h. Within seven (7) to ten (10) business days (depending on the length of the document) CPSC staff shall provide feedback and request any necessary edits. Documents for CPSC revision should be submitted both in Word format and desktop publishing (if applicable). Final documents with edits incorporated should be returned within 1 business day.

4. PERIOD OF PERFORMANCE:

- a. This blanket purchase agreement (BPA) is effective 27 September 2010 until cancelled in writing by the Consumer Product Safety Commission Division of Procurement Services.
- b. A BPA may extend beyond the current term of the BPA holder's GSA Schedule contract, as long as there are option period in its GSA Schedule contract that if exercised, will cover the BPA's period performance.
- c. BPA's may be cancelled for the following reasons:
 - 1. Low utilization.
 - 2. Non-adherence to the terms and conditions of the BPA by the contractor.
 - 3. Request by the contractor that the BPA be cancelled.
 - 4. Unacceptable contractor performance (e.g. not meeting delivery dates, not performing services as requested).
 - 5. The CPSC reserves the right to unilaterally cancel the BPA at any time.

5. EXTENT OF OBLIGATION

BPA's do not obligate funds. The Government is obligated only to extend of purchases that are made against this agreement by the authorized APO's or Contracting Officers.

6. PURCHASE LIMITATION

a. Individual BPA calls made against this agreement shall be based on a firm-fixed price and shall not exceed **\$2,500.00** per call placed by the APO. Any calls exceeding **\$2,500.00** shall be placed in the Division of Procurement Services.

7. PRICING: The prices quoted and charged to the Government shall be as low as or lower than those charged by the Contractor by their most favored customer for comparable services under similar terms and conditions. The Government shall be allowed any additional discounts for prompt payment. The Contractor must verify that price is fair and reasonable to CPSC and GSA upon request.

8. GOVERNMENT PURCHASE CARD:

a. Government credit card holders are allowed to use the Government purchase card (credit card) as a means of purchasing items on this BPA. The following describes the procedures to be used for ordering items under this BPA by using the Federal Government purchase card. This option to order by use of the Government purchase card is strictly an optional method of ordering by the Government and may be used in place of ordering by the OF 347. The Government does reserve the right to unilaterally terminate credit card ordering on this BPA at any time.

b. The Contractor shall accept firm fixed price orders under the BPA made by use of the authorized purchase card. The Contractor shall bill the cardholder when the order is shipped.

9. AUTHORIZED PERSONNEL:

a. All Authorized Purchasing Officials (APO's) are authorized to use this BPA as a basis for calls placed using the Government-wide purchase card up to \$2,500.00

b. APO's assigned to the blanket purchase agreement are listed in Attachment A. The APO's are authorized to solicit quotations and place BPA calls not exceeding **\$2,500.00 per call.**

Above \$2,500, a written BPA call will be issued and signed by a CPSC Contractor Officer.

10. CONTRACTOR'S RESPONSIBILITY:

The contractor shall perform the services as required under this Agreement in a professional manner, on the basis of the information made available, and to use the same degree of care and

skill ordinarily exercised in similar circumstances by any reputable contractor performing comparable services.

11. DELIVERY TICKETS

All work being performed under this agreement shall be accompanied by delivery tickets which shall contain the following minimum information.

- a. Name of contractor.
- b. BPA order number as shown in Block #3 of this agreement.
- c. Date of Purchase
- d. Ordering office and APO's name
- e. List of supplies or services furnished
- f. Quantity, unit price, and total of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is to show this information).

12. BILLING INSTRUCTIONS – The following instructions apply to order for which the purchase card is not used.

a. Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. Taxpayer Identification Number (TIN).
3. Invoice date (use of invoice number in addition to invoice date is prudent but not required).
4. The contract or purchase order number (see block 2 of OF347 on page 1 of this order), or other authorization for delivery of goods or services.
5. Description, price and quantity of goods or services actually delivered or rendered.
6. Shipping cost terms (if applicable).
7. Payment terms.

8. ACH Vendor Information which includes: the Financial Institution, routing transit number, and depositor account number. In addition please specify whether account is a checking account or savings account.

9. Other substantiating documentation or information as specified in the contract or purchase order.

10. Name (where practicable), title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

b. ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission
4330 East-West Highway
Bethesda, MD 20814

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor.

13. PAYMENT

Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in "Billing Instructions," except as follows:

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to the Accounting Officer at (301) 504-7203 or 301-504-7130 or at the following address:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814

Complaints related to the late payment of an invoice should be directed to Deborah Peebles Hodge, Director, and Division of Financial Services at the same address (above).

14. INSPECTION & ACCEPTANCE PERIOD

All work performed under this agreement will be inspected by the Commission and maybe also be inspected by GSA at the destination point within three (3) working days.

If any work is unacceptable, the CPSC contact person will promptly transmit disapproval to the Contractor, if appropriate.

15. DEVIATIONS:

Any request for deviation from the terms of this BPA shall be submitted to the issuing contracting office for approval as shown below:

Consumer Product Safety Commission
Division of Procurement Services
4330 East West Highway
Room 517
Bethesda, Maryland 20814
Attn: Rudi M. Johnson
Email: rjohnson@cpsc.gov

16. GENERAL INFORMATION APPLICABLE TO BLANKET PURCHASE AGREEMENT CALLS

No individual Blanket Purchase Agreement (BPA) call shall be split to avoid the competition threshold of \$2,500.00 for small purchases. If a single requirement exceeds \$2,500.00, a requisition shall be submitted to the Division of Procurement Services (FMPS) for processing.

17. RESTRICTIONS ON THE USE AND RELEASE OF INFORMATION

a. Disclosure of Information - Restricted Publication

The Contractor shall submit to the Commission any report, manuscript or other document containing the results of work performed under this contract. This document shall not be published or otherwise disclosed by the contractor.

b. Handling of Confidential Information

1. If the Contractor obtains confidential business information about any company in connection with performance of this contract, either from the CPSC, the other company itself, or any other source, the Contractor agrees that it will hold the information in confidence and not disclose it either to anyone outside the CPSC or to any Contractor employee not involved in performance of this contract.

2. At the completion of performance of this contract, the Contractor shall return any confidential information, obtained as described above, either to its owner or to the CPSC. No such information shall be retained by the Contractor. Furthermore, the Contractor agrees not to use any such confidential business information for any purpose other than performance of this contract. During contract performance, the Contractor shall maintain confidential business information obtained as described in this article in a safe or locked file cabinet to which only

employees performing work under this contract shall have access. A log shall be maintained to reflect each entry to the safe or cabinet. The Contractor shall provide to the CPSC Division of Procurement Services, and keep current, a list of all employees with such access. The Contractor shall require each such employee to execute an affidavit as set forth in the attached "Affidavit of Disclosure" and the original and one copy of each affidavit shall be sent to the CPSC Contracting Officer.

3. A site inspection of the Contractor's security measures for confidential information may be performed by the CPSC Project Officer prior to contract award and at any time during contract performance as deemed necessary by the Project Officer. Approval of the security measures by the CPSC Project Officer may be a prerequisite to contract award and continued performance.

4. Failure by the contractor to comply with the terms of this clause may be treated as a default pursuant to the terms of this contract.

c. Nondisclosure of any Data Developed Under this Contract

1. The Contractor agrees that it and its employees will not disclose any data obtained or developed under this contract to third parties without the consent of the U. S. Consumer Product Safety Commission Contracting Officer.

2. The Contractor shall obtain and maintain on file an agreement of non-disclosure from each employee who will work on this contract or have access to data obtained or developed under this contract.

d. Restrictions on Use of Information

1. If the Contractor, in the performance of this contract, obtains access to information such as CPSC plans, acquisition planning data, reports, studies, or data projected by the Privacy Act of 1974 (5 U.S.C. 552a), or personal identifying information which has not been released or otherwise made public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not: (a) release or disclose such information, (b) discuss or use such information for any private purpose, (c) share this information with any other party, or (d) submit an unsolicited proposal based on such information. These restrictions will remain in place unless such information is made available to the public by the Government.

2. In addition, the Contractor agrees that to the extent it collects data on behalf of CPSC, or is given access to, proprietary data, data protected by the Privacy Act of 1974, or other confidential or privileged technical, business, financial, or personal identifying information during performance of this contract, that it shall not disclose such data. The Contractor shall keep the information secure, protect such data to prevent loss or dissemination, and treat such information in accordance with any restrictions imposed on such information.