

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. FOUR (4)	3. EFFECTIVE DATE 02/04/04	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (if other than Item 6) CODE		
US Department of Agriculture, APHIS Specialized Contracting Branch 4700 River Road, Unit 45 Riverdale, Maryland 20737				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.	
TO: Prospective Offerors		K	APHIS-04-006	
			9B. DATED (SEE ITEM 11) 12/01/03	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 11)	
CODE	FACILITY CODE			

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 1 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 ACKNOWLEDGMENT 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 your 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)
Not Applicable

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 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:
	D. OTHER (Specify type of modification and authority)

E. 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.)

The purpose of this amendment is to to modify the Performance Work Statement to clarify the confidentiality requirements and restrictions on Contractor's use of data and findings from the study. Therefore, see Attachment A of this amendment.

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barbara L. Veres Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Barbara L. Veres</i> (Signature of Contracting Officer)	16C. DATE SIGNED 2/4/04
(Signature of person authorized to sign)			

APHIS-04-006
AMENDMENT 4
ATTACHEMENT A
(2/04/2004)

Sections 4.4, 4.6, 4.7, 4.9, 4.10, 7.1, 7.2, 7.3, 7.5, 9.3, and 13.0 of the Performance Work Statement (PWS) are amended to read as follows:

4.4 Offeror shall collect and process all necessary data. All data collected on individuals, business entities, and other organizations for the study shall include a pledge of confidentiality and be collected exclusively for statistical purposes consistent with the provisions of the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA).¹ All data collection will be subject to provisions of the Paperwork Reduction Act. Contractor is responsible for complying with the necessary procedures to obtain approval from the Office of Management and Budget (OMB) for data collection, including preparation of necessary documentation. Data collection plans will be subject to peer review, and to approval by OMB. Data collection plans shall include research methods. COR shall clear all data collection packages prior to submission to OMB. It may take up to 6 months to obtain OMB approval for data collection. Contractor may collect data under the Packers and Stockyards Act from entities subject to the Act i.e. packers, market agencies, or dealers. In cases where data are to be produced by entities subject to the Packers and Stockyards Act, GIPSA will make the formal requests for the data. Contractor will need to obtain data from firms that are not subject to the Packers and Stockyards Act through the Contractor's voluntary data collection efforts.

4.6 All data and information collected by the Contractor for the study are subject to the confidentiality restrictions in CIPSEA. Additionally, any data and information collected under the authority of the Packers and Stockyards Act (P&S Act) will be subject to the confidentiality restrictions in the P&S Act. The Contractor shall protect the confidentiality of all data and information collected for the study subject to CIPSEA and the P&S Act. Confidentiality restrictions shall continue indefinitely after the Contractor has completed the study. All persons who will have access to the data and information collected or any aggregations of the data and information into summary tables, statistics, or other aggregations derived or produced from the data for the study must be approved by GIPSA and will be required to sign a non-disclosure agreement in which such persons swear an oath to be subject to the requirements and penalties provided by CIPSEA prior to being given access to any data. Contractor shall identify all individuals who will have access to such data and information.

4.7 Contractor's reports shall document all aspects of the study and the relevant findings. It will be necessary to analyze confidential data and information and it may be necessary to analyze behavior of individual firms or interactions among individual firms. Reports submitted to GIPSA may include confidential data and other information as necessary to fully report the findings of the study. If reports include confidential data or other information or otherwise reveal information about an individual, individual business entity, or individual organization, Contractor shall prepare a separate version of the final reports that are suitable for public release

¹ CIPSEA, Title V of E-Government Act of 2002 at: http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107_cong_public_laws&docid=f:publ347.107.pdf

and are consistent with GIPSA's confidentiality restrictions as described in paragraph 7.1-7.5 and 9.3.

4.9 Notwithstanding the provisions of H.2 or any other provisions of this contract, the Contractor shall not release any data, findings or reports, discuss the substance of the work, present seminars or speeches, or otherwise disseminate substantive information on the methods, data, and/or findings of any parts of the study prior to receiving written approval from GIPSA for public release. No information furnished to or generated by the Contractor in the performance of this contract shall be released to the public or to any other party without specific advance written approval by the COR. Criteria for approval will be the same as those for Final Project Reports (see Paragraphs 9.3 and 10.2 for review criteria). The Contractor shall review any data and findings proposed for release to assure that the data and findings do not reveal confidential or proprietary data or other information about any individual, individual business entity, or individual organization regardless of whether the individual, individual business entity, or individual organization is named, and shall submit the data, reports, speeches and other information proposed for release, along with the Contractor's disclosure analyses, to the COR for review. Other requirements for ensuring data security are specified in Paragraphs 7.1 through 7.5 below. Contractor shall submit the material to the COR in sufficient time to allow for considered review.

The Contractor, its officers, employees, and the officers and employees of any subsidiaries and affiliates who work on the study shall inform the COR when any reports or other public releases that are based on this study are published, and furnish a copy as published. Restrictions on release of confidential information shall continue indefinitely after Contractor has completed all other work on the study. The COR will send a report to the CO, which facilitates the CO's application of clauses H.2 and H.4.

4.10 Contractor, its officers, employees, and the officers and employees of any subsidiaries and affiliates who work on the study shall include the following paragraph in any publication or public release resulting from work performed under this contract:

"This report is based on work performed under a contract with the Grain Inspection, Packers and Stockyards Administration (GIPSA), U. S. Department of Agriculture. The views and opinions expressed in this report do not necessarily reflect those of GIPSA or the U.S. Department of Agriculture."

7.0 SECURITY REQUIREMENTS

7.1 All information produced from this study will be the property of GIPSA. The Contractor shall provide unlimited rights to the Government to all data (including raw data and data modified for analyses and modeling) and information produced, delivered, or otherwise used under this contract. The Contractor shall be responsible for properly protecting from unauthorized use, disclosure, or release all information used, gathered, or developed as a result of the work under this contract.

Data collected for the study will be used exclusively for statistical purposes as defined in the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA). CIPSEA defines statistical purposes as the description, estimation, or analysis of the characteristics of groups, without identifying the individuals or organizations that comprise such groups. Data collected for the study under the authority of the Packers and Stockyard Act and data obtained through voluntary methods will be subject to CIPSEA. Officers and employees of the Contractor and any subsidiaries and affiliates who will have access to the data will be considered to be agents of GIPSA in conformance with the provisions of CIPSEA and shall be subject to the confidentiality provisions and penalties of CIPSEA. Contractor shall identify all individuals who will have access to confidential data and information in any form. All persons who will have access to the data and information used for the study must be approved by GIPSA and sign a non-disclosure agreement in which they will be sworn to observe the confidentiality restrictions of the P&S Act, CIPSEA, and other applicable law. Willful disclosure of confidential data and information under CIPSEA is a class E felony and penalties include imprisonment up to 5 years and/or fines of up to \$250,000.

7.2 Confidential information, as used in this clause, means—

Items a-c are unchanged.

(d) Data and information collected either under the authority of the Packers and Stockyard Act or on a voluntary basis, which are exclusively for statistical purposes under a pledge of confidentiality, on individuals, businesses, and other organizations for the study.

A new item (e) is added:

(e) Any aggregations, statistics, or analyses produced from such data and information in (a)-(d) that would reveal information about individuals, individual businesses, or individual organizations, regardless of whether the identity of the individuals, businesses, or other organizations are named or otherwise identified.

Previous item (e) is re-labeled item (f), and the first line is changed to reflect the addition of the new item (e):

(f) In addition to the types of confidential information described in (a) - (e) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

7.3 Notwithstanding the provisions of Section H.2 or other provisions of this contract, the Contractor shall protect any information or data obtained and/or used for this study by treating the information and data as CONFIDENTIAL when and as required by the provisions of this section (paragraphs 7.1-7.5 inclusive), without regard to whether the particular item or items of information or data have been explicitly designated as confidential by providers of the data or by GIPSA.

7.5 Confidential information, as defined in 7.2 above, shall not be disclosed.

Items a is unchanged. Item d is deleted. Items (e) through (k) are re-labeled as (d) through (j).

(b) The restrictions of the P&S Act and CIPSEA supercede any applicable State and local laws.

(c) The Contractor, its officers, employees, and the officers and employees of any subsidiaries and affiliates shall keep all information used in the study in the strictest confidence. The Contractor shall not publish or otherwise divulge such information in whole or in part in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees and other persons who have signed a non-disclosure agreement and who need such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing the Contracting Officer's Representative in the event that the Contractor determines or has reason to suspect a breach of this requirement.

Re-labeled item (i), which was previously (j), is changed:

(i) At the completion of the study and final acceptance by GIPSA of all deliverables, all data and information obtained for the study under the P&S Act or on a voluntary basis and any summaries or work products containing confidential data or information used in the study shall be returned to GIPSA. No copies of these data, information, or summaries shall be retained by Contractor, its officers, employees, and the officers and employees of any subsidiaries and affiliates unless written authorization is granted by COR. Also see Section 9.6.

9.3 Submission of Draft Final Project Reports:

(a) through (c) are unchanged

(d) Information about individual firms may be suppressed through certain types of statistical and econometric analyses, although any parameter estimates, interactions among firms, or other information from such analyses that may permit someone to identify information about an individual firm or entity will need to be suppressed, regardless of whether the firm or entity is named or otherwise identified.

13.0 FINAL PAYMENT REQUIREMENTS

Contracting Officer shall withhold twenty percent (20%) of the contract funds pending receipt and approval of the Final Project Report and the Final Report of Expenditures and compliance with Section 9.6.