

2. CONTRACT NO.: GS-23F-0223S
 3. AWARD/EFFECTIVE DATE: 12/23/2015
 4. ORDER NUMBER: CPSC-F-16-0015
 5. SOLICITATION NUMBER: CPSC-Q-16-0005
 6. SOLICITATION ISSUE DATE: 11/25/2015

7. FOR SOLICITATION INFORMATION CALL: **Derrick Braswell**
 a. NAME: Derrick Braswell
 b. TELEPHONE NUMBER (No collect calls): (301) 504-7310
 8. OFFER DUE DATE/LOCAL TIME:

9. ISSUED BY: CONSUMER PRODUCT SAFETY COMMISSION
 CODE: FMPS
 DIV OF PROCUREMENT SERVICES
 4330 EAST WEST HWY
 ROOM 523
 BETHESDA MD 20814

10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 EDWOSB
 8(A)
 NAICS:
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE
 12. DISCOUNT TERMS: Net 30
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING:
 14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: CONSUMER PRODUCT SAFETY COMMISSION
 CODE: FMPB
 DIVISION OF PLAN, BUDGET, AND EVAL
 4330 EAST WEST HIGHWAY
 ROOM 708
 BETHESDA MD 20814

16. ADMINISTERED BY: CONSUMER PRODUCT SAFETY COMMISSION
 CODE: FMPS
 DIV OF PROCUREMENT SERVICES
 4330 EAST WEST HWY
 ROOM 523
 BETHESDA MD 20814

17a. CONTRACTOR/OFFEROR: WOODPILE STUDIOS INC
 CODE: [REDACTED]
 FACILITY CODE:
 2610 BABCOCK RD
 VIENNA VA 22181-5426

18a. PAYMENT WILL BE MADE BY: CPSC Accounts Payable Branch
 CODE: FMFS
 AMZ 160
 P. O. Box 25710
 Oklahoma City OK 73125

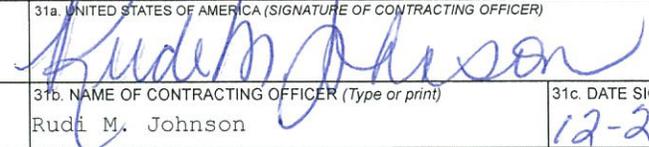
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: [REDACTED] Contracting Officer Representative (COR) Paulienne Tangmatitam Email: PTangmatitam@cpsc.gov Tel: 301-504-7678 The contractor shall provide all labor, equipment, materials and services necessary to develop the following documents as stated below in accordance with the attached terms and conditions and the GSA Schedule contract (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: 0100A16DSE-2016-5460000000-EXFM002710-252H0
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$14,959.60

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.
 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR: 
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 30b. NAME AND TITLE OF SIGNER (Type or print): Rudi M. Johnson
 30c. DATE SIGNED: 12-23-2015
 31b. NAME OF CONTRACTING OFFICER (Type or print): Rudi M. Johnson
 31c. DATE SIGNED: 12-23-2015

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22 UNIT	23 UNIT PRICE	24. AMOUNT
0001	GS-23F-0223S. Graphic layout and design for booklet of Consumer Product Safety Commission's (CPSC) FY 2016 - 2020 Strategic Plan. Booklet shall range from 30 to 50 pages pending format.	1	EA	10,760.62	10,760.62
0002	Graphic layout and design for a double-sided tri-fold pamphlet of Consumer Product Safety Commission's (CPSC) FY 2016 - 2020 Strategic Plan.	1	EA	2,214.26	2,214.26
0003	Graphic layout and design for a double-sided pocket-size card of Consumer Product Safety Commission's (CPSC) FY 2016 - 2020 Strategic Plan.	1	EA	1,984.72	1,984.72
The total amount of award: \$14,959.60. The obligation for this award is shown in box 26.					

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)		
			42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS	

Statement of Work (SOW)

1. BACKGROUND

The U. S. Consumer Product Safety Commission is an independent federal regulatory agency, created in 1972 through the Consumer Product Safety Act (CPSA). The CPSC has jurisdiction over thousands of types of consumer products used in and around the home, in recreation, and in schools, from children's toys to portable gas generators and toasters. The CPSC is charged with protecting the public from unreasonable risks of serious injury or death from thousands of types of consumer products under the agency's jurisdiction.

2. OBJECTIVE

The objective is to provide graphic design services for the development of three documents for the CPSC's new FY 2016 - 2020 Strategic Plan (booklet, tri-fold pamphlet, and pocket card) which will be used to communicate CPSC's new strategic plan to Congress, OMB, federal agencies, other stakeholders, and the public.

3. CONTRACT TYPE

This is a firm-fixed price, performance-based contract. This is a nonpersonal services contract.

4. DESCRIPTION OF SERVICES

The Contractor shall provide graphic design services for the production of three documents for the U.S. Consumer Product Safety Commission's (CPSC) FY 2016 – 2020 Strategic Plan: a booklet document; a one-sheet tri-fold pamphlet document; and a pocket-sized card document (specifications are below). These documents will be produced for the Office of Financial Management, Planning, and Evaluation (EXFM), located at the CPSC.

A. Strategic Plan Booklet

Size: 8 ½" X 11"

Artwork: The booklet shall be in color and will include photographs, charts, tables, and original graphic design and artwork. The contractor shall use CPSC-owned photographs and CPSC-selected stock photography from Thinkstock for the booklet. The contractor shall also provide design or aesthetic improvement to other graphics(charts, data tables, or illustrative diagrams) that will be provided by CPSC. The CPSC will provide basic graphics (e.g. bar graph that has been generated by Microsoft Excel) to the Contractor, and the Contractor is expected to provide aesthetic improvements upon those graphics provided by CPSC. The CPSC estimates that there will be between 20 to 40 items of other graphics (charts, data tables, and illustrative diagrams).

Language(s): The strategic plan document booklet shall be created in English.

Pages: 30 to 50

B. Strategic Plan Tri-fold Pamphlet (one-sheet, tri-fold, double-sided brochure-type document)

Size: 8 ½" X 11" paper; folded brochure dimensions approximately 3.66" X 8 ½"

Artwork: The tri-fold pamphlet shall be in color and may include photographs, charts, tables, and/or original graphic design and artwork. The contractor shall use CPSC-owned photographs and CPSC-selected stock photography from Thinkstock for the pamphlet. The contractor shall also provide design or aesthetic improvement other graphics (charts, data tables, or illustrative diagrams) that will be provided by CPSC. The CPSC will provide basic graphics (e.g. bar graph that has been generated by Microsoft Excel) to the Contractor, and the Contractor is expected to provide aesthetic improvements upon those graphics provided by CPSC.

Language(s): The strategic planning tri-fold pamphlet design shall be created in English.

C. Strategic Plan Pocket Card (one-sheet, double-sided document)

Size: 8" X 8"

Artwork: The pocket-card shall be in color and shall include photographs, charts, tables, and/or original graphic design and artwork. The contractor shall use CPSC-owned photographs and CPSC-selected stock photography from Thinkstock for the pocket card. The contractor shall also provide design or aesthetic improvement other graphics (charts, data tables, and/or illustrative diagrams) that will be provided by CPSC. The CPSC will provide basic graphics (e.g. bar graph that has been generated by Microsoft Excel) to the Contractor, and the Contractor is expected to provide aesthetic improvements upon those graphics provided by CPSC.

Language(s): The strategic planning pocket card design shall be created in English.

- D. The Contractor shall not distribute to any other parties any soft or hard copies of any of the three documents (booklet, tri-fold pamphlet, and pocket card) under this requirement.

5. DELIVERABLES

The Contractor shall provide the following deliverables indicated below. Electronic file submission requirements have been specified below for Deliverables B, C, D, E, and F.

A. Orientation Briefing

Orientation Briefing shall begin within ten (10) business days after purchase order is awarded, the contractor shall participate in an orientation briefing with the COR and CPSC Representatives at the CPSC Headquarters, located at 4330 East West Highway, Room 520 Bethesda, MD 20814. This orientation will provide the Contractor with basic information and ideas about CPSC. Additional meetings may be requested by CPSC to clarify any issues encountered via phone and/ or email.

B. Concept Design Creation and Submission

- 1) The contractor shall create and submit three distinct concept designs (A, B, and C) after the orientation briefing during the timeframe established at orientation. Each design concept shall be of publication quality and shall be applicable to all of the three CPSC strategic plan documents (booklet, tri-fold pamphlet, and pocket card). If the COR does not find the three submitted concept designs to be acceptable, the CPSC may request new set(s) of three concept designs from the Contractor.
- 2) The Contractor shall present all of the alternative concept designs (A, B, and C) for the booklet, the tri-fold, and the pocket card to the COR and CPSC Representatives at the CPSC Headquarters, located at 4330 East West Highway, Room 520 Bethesda, MD 20814. The Contractor shall also provide the three concept designs via electronic mail in an editable PDF file format.

C. Application of Graphic Design

For each of the three strategic plan documents (booklet, tri-fold pamphlet, and pocket card), after the Contractor is notified of the CPSC's selected concept design and has received the document's text from the CPSC, the Contractor shall apply the CPSC's selected design concept to the document. The Contractor shall provide each file in an editable PDF file format to the CPSC via electronic mail.

D. Revised Copy Submissions

The CPSC has the ability to request minimum of 5 rounds of revisions. For each round of revisions, the CPSC will submit required changes/edits to the Contractor. Once the Contractor has applied the CPSC's required changes/edits, the Contractor shall submit the revised document back to the CPSC within 2 business days after CPSC edit request. Each round of revisions applied by the Contractor shall reflect all changes/edits submitted by the CPSC to the Contractor. Changes/edits submitted by the CPSC to the Contractor may include, but are not limited to, changes/edits of text or other contents, formatting (text or paragraph spacing, page margins, fonts, etc.), overall page layout, and graphic design elements such as color/hue selection, contrast, intensity, etc.

E. Final Copy Submission

For each of the three documents (booklet, tri-fold pamphlet, and pocket card), the final copy submission shall be sent to the CPSC via electronic mail in the following formats:

- i. One Microsoft Office Suite file of the final copy submission;
- ii. One 508-compliant *.pdf file of the final copy submission: This *.pdf file is intended for posting to the official CPSC website and shall be compliant with Section 508 Amendment to the Rehabilitation Act of 1973.

F. PDFfile for printing

For each of the three documents (booklet, tri-fold pamphlet, and pocket card), the Contractor shall also send a *.pdf file (of the final copy submission) that has been prepared for printing purposes (e.g., PDF/X) to the CPSC via electronic mail. Since this *.pdf file is intended for printing of hard copies, the file shall be in high resolution format.

6. MILESTONES/DELIVERABLE SCHEDULE

Task	Description	Deliverable Due Date	Government Approval/Comments Due Date	Notes
A	Orientation	10 business days after award	N/A	<u>Location:</u> CPSC Headquarters
B	Concept Design Creation and Submission (applies to Strategic Plan booklet, tri-fold, and pocket card)	10 business days after Orientation Meeting	5 business days after receipt	<u>Location:</u> CPSC Headquarters -
C	Application of Graphic Design (applies to Strategic Plan booklet, tri-fold, and pocket card)	5 business days after CPSC sends text draft to the contractor	3 business days after receipt	N/A
D	Revised Copy Submissions (applies to Strategic Plan booklet, tri-fold, and pocket card)	2 business days after CPSC edit request	2 business days after receipt	Multiple revisions may be required
E	Final Copy Submission (applies to Strategic Plan booklet, tri-fold, and pocket card)	2 business days after CPSC edit request	1 business day after receipt	N/A
F	PDF files for printing purposes (applies to Strategic Plan booklet, tri-fold, and pocket card)	1 business day after CPSC request	10 days after receipt	N/A

7. ACCEPTANCE

- A. All work under this purchase order is subject to inspection and final acceptance by the COR.
- B. The COR is a duly authorized representative of the government and is responsible for inspection and acceptance of all items to be delivered under this contract.
- C. General quality measures, as set forth below, shall be applied to each work product received from the Contractor:
 - 1) Accuracy: Work products shall be accurate in presentation, technical content, and adherence to accepted elements of style. Additionally, for

Deliverables E and F – “Revised Copy Submissions” and “Final Copy Submission,” each round of revision applied by the Contractor must reflect all changes/edits submitted by the CPSC to the Contractor.

- 2) Clarity: Work products shall be clear and concise and shall resemble publication quality. Any/all diagrams shall be easy to understand, and be relevant to the supporting narrative.
- 3) Consistency to Requirements: All work products must satisfy the requirements of this statement of work.
- 4) Timeliness: Work products shall be submitted by the due date specified in this statement of work, or submitted in accordance with a later scheduled date determined by the Government during or after the Orientation.
- 5) File Editing: All text and diagrammatic files shall be editable by the Government.
- 6) Format: Work products shall be submitted in media mutually agreed upon prior to submission, unless otherwise specified by the COR.

8. PERIOD OF PERFORMANCE

The contract performance period shall be for twelve (12) months effective December 28, 2015 through December 27, 2016.

9. PLACE OF PERFORMANCE

Items specified in 6 above, DELIVERABLES, will be submitted electronically to the COR at PTangmatitam@cpsc.gov

10. GOVERNMENT-FURNISHED MATERIALS

CPSC will provide the text and some of the photographs (CPSC-owned) that will be included in the booklet, pamphlet and pocket-size card. For the remainder of the photographs in the booklet, pamphlet, and pocket-size card, the Contractor shall use stock photography from Thinkstock.

TERMS AND CONDITIONS

LC1A CONTRACTOR'S NOTE

Deliveries and/or shipments shall not be left at the Loading Dock. **All deliveries shall be considered "inside deliveries"** to the appropriate room at the Consumer Product Safety Commission (CPSC) and in accordance with the instructions below. When scheduling deliveries the purchase order number shall always be referenced and all packages shall clearly display the Purchase Order Number on the outside of the cartons and/or packages, to include the packing slip.

ATTENTION GOVERNMENT VENDOR

A. DELIVERY INSTRUCTIONS:

1. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

If the shipment or item being delivered requires use of a loading dock, advance notification is required. The contractor shall contact the Shipping and Receiving Coordinator at 301-892-0586 or Constantia Demas (301) 504-7544 forty-eight (48) hours in advance of the date the items are to arrive to schedule use of the loading dock.

LOADING DOCK HOURS OF OPERATION:

9:00 am to 11:00 am or 1:30 pm to 4:00 pm
Monday through Friday (except holidays)

Please notify contact person if there is a change in the delivery date. For changes, delays, or assistance please contact CPSC as follows:

Facilities Management Support Services (301) 504-7091 and

The COR – The COR noted on page 1.

Upon arrival, the driver should contact the CPSC Guard, 301-504-7721, at the loading dock to obtain assistance in using freight elevators and to gain access to CPSC security areas.

2. DELIVERY INSTRUCTION FOR SMALL ITEMS

When delivering or shipping small items, the contractor and/or carrier service shall report to the 4th floor lobby, North Tower, 4330 East West Highway, to sign in with the CPSC guard. Upon completion of signing in, the contractor shall deliver all shipments to the Mail Room, Room 410. After delivery, delivery personnel shall promptly depart the building.

MAIL ROOM HOURS OF OPERATION:

Monday through Friday (except holidays) – 7:30 am to 5:00 pm

B. BILLING INSTRUCTIONS

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. **Do NOT** include Taxpayer Identification Number (TIN) on invoices sent via e-mail.
3. Invoice date.
4. Invoice number.
5. The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods of services.
6. Description, price and quantity of goods or services actually delivered or rendered.
7. Shipping cost terms (if applicable).
8. Payment terms.
9. Other substantiating documentation or information as specified in the contract or purchase order.
10. Name, title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

U.S. Mail

Enterprise Service Center, c/o CPSC, Accounts Payable Branch, AMZ-160
PO Box 25710
Oklahoma City, Ok. 73125

FEDEX

Enterprise Service Center, c/o CPSC, Accounts Payable Branch, AMZ-160
6500 S. MacArthur Blvd.
Oklahoma City, Ok. 73169

OR

Via email to:

9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov

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.

Inquiries regarding payment should be directed to the Enterprise Service Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, 405-954-1693.

C. 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 Caleb Pierce at 405-954-1693 or at the U.S. Mail and Fedex addresses listed above:

Complaints related to the late payment of an invoice should be directed to Ricky Woods at the same the same address (above) or 405-954-5351.

Customer Service inquiries may be directed to Adriane Clark at AClark@cpsc.gov.

D. INSPECTION & ACCEPTANCE PERIOD

Unless otherwise stated in the Statement of Work or Description, the Commission will ordinarily inspect all materials/services within seven (7) working days after the date of receipt. The CPSC representative responsible for inspecting the materials/services will transmit disapproval, if appropriate, to the contractor and the contract specialist listed below. If other inspection information is provided in the Statement of Work or Description, it is controlling.

E. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Contract Specialist- Derrick Braswell at (301) 504-7310

F. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

The Purchase Order/Receiving Report (Optional Form 347 or Standard Form 1449) must be completed at the time the ordered goods or services are received. Upon receipt of the goods or services ordered, each item should be inspected, accepted (partial or final) or rejected. The Purchase Order/Receiving Report must be appropriately completed, signed and dated by the authorized receiving official. In addition, the acceptance block shall be completed (Blocks 32 a, b & c on the SF 1449 and column G and page 2 of the OF 347). The receiving report shall be retained by the requesting office for confirmation when certifying invoices.

G. PROPERTY/EQUIPMENT PURCHASES

In the case of Purchase Orders/Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Purchase Order/Receiving Report must also be immediately forwarded directly to the Property Management Officer (Constantia Demas) in the Facilities Management Support Services Branch (Room 425). The transmittal of Purchase Orders/Receiving Reports to the property management officer is critical to the integrity and operation of CPSC's Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

LC 5 CONTRACTING OFFICER'S REPRESENTATIVE (COR) DESIGNATION

a. The following individual has been designated at the Government's COR for this contract:

Name: Paulienne Tangmatitam

Division: Office of Financial Management, Planning, and Evaluation

Telephone: 301-504-7678

Email: PTangmatitam@cpsc.gov

b. The CPSC COR is responsible for performing specific technical and administrative functions, including:

- (1) performing technical evaluation as required;
- (2) assisting the Contractor in the resolution of technical problems encountered during performance; monitoring the Contractor's technical progress, including surveillance and assessment of performance, and notifying the Contracting Officer within one week when deliverables (including reports) are not received on schedule in accordance with the prescribed delivery schedule; and
- (3) inspection and acceptance of all items required by the contract.

c. The COR, who may be personally liable for unauthorized acts, is not authorized to and shall not:

(1) make changes in scope of work, contract schedules, and/or specifications, or to make changes that affect price, quality, quantity or delivery,

(2) direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and

(3) make commitments or changes that affect price, or take any action that commits the Government or could lead to a claim against the Government.

d. This delegation is not redelegable and remains in effect during the period of performance of the contract.

e. A clear distinction is made between Government and Contractor personnel. No employer-employee relationship will occur between government employees and contractor employees. Contractor employees must report directly to their company (employer) and shall not report to Government personnel.

LC 21A DISCLOSURE OF INFORMATION- LIMITS ON PUBLICATION

a. The Contractor shall submit to the Commission any report, manuscript or other document containing the results of work performed under this contract, before such document is published or otherwise disclosed to the public, to assure compliance with Section 6(b) of the Consumer Product Safety Act (15 U.S.C. Section 2055(b)), Commission regulations (16 C.F.R. Part 1101), and a Commission directive (Order 1450.2). These provisions restrict disclosure by Commission Contractors of information that (1) permits the public to identify particular consumer products or (2) reflects on the safety of a class of consumer products. Prior submission allows the Commission staff to review the Contractor's information and comply with the applicable restrictions. CPSC should be advised of the Contractor's desire to submit or publish an abstract or a report as soon as practical.

b. Any publication of, or publicity pertaining to, the Contractor's document shall include the following statement: "This project has been funded with federal funds from the United States Consumer Product Safety Commission under contract number CPSC- [TBD]. The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission.

LC 21B DISCLOSURE OF INFORMATION- RESTRICTED PUBLICATION

- a. 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. Should the contractor subsequently apply to the Consumer Product Safety Commission for permission to publish documents containing the results of this work and the release is approved in writing, any publication of, or publicity pertaining to, the Contractor's document shall include the following statement: "This project has been funded with federal funds from the United States Consumer Product Safety Commission under contract number CPSC-[____TBD____]. The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission.

LC 24 NONDISCLOSURE OF ANY DATA DEVELOPED UNDER THIS CONTRACT

- a. 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.
- b. The Contractor shall obtain 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.

LC 31 RESTRICTIONS ON USE OF INFORMATION

- a. If the Contractor, in the performance of this contract, obtains access to information such as CPSC plans, reports, studies, 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.
- b. 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.

CONTRACT CLAUSES

52.217-8 Option to Extend Services. (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(End of clause)

Wage Determination Number 2005-2103, Revised Number 16, dated 7/08/2015-
hereby incorporated and made of this solicitation/resulting contract.