# Solicitation/Contract Order for Commercial Items

**1. Solicitation/contract order for commercial items**

**2. Contract ID:** CPSC-D-17-0001

**3. Awarded effective date:** 10/27/2016

**4. Order number:** (no order number)

**5. Solicitation number:** CPSC-Q-16-0038

**6. Solicitation issue date:** 05/26/2016

**7. For solicitation information call:**

- **Name:** Greg Grayson
- **Telephone number:** 301-504-7725

**8. Issued by:**

- **Code:** ENPS

- **Address:**
  - CONSUMER PRODUCT SAFETY COMMISSION
  - DIV OF PROCUREMENT SERVICES
  - 4330 EAST WEST HWY
  - ROOM 523
  - BETHESDA MD 20814

**9. Delivery for FOB destination unless block is marked:**

- **Code:** L922

- **Address:**
  - CONSUMER PRODUCT SAFETY COMMISSION
  - ROCKVILLE CAMPUS
  - 5 RESEARCH PLACE
  - ROCKVILLE MD 20850

**10. Payee:**

- **Code:** ENPS

- **Address:**
  - UNIVERSITY OF CINCINNATI
  - 2600 CLIFTON AVE
  - CINCINNATI OH 45220-0872

- **CPSC Accounts Payable Branch:**
  - AMZ 160
  - P.O. Box 25710
  - Oklahoma City OK 73125

**11. Schedule of supplies/services**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>Category</th>
<th>21. Unit Price</th>
<th>22. Unit</th>
<th>23. Amount</th>
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</thead>
</table>

**12. Accounting and appropriation data**

**13. Total award amount (For Govt. Use Only):**

- **$0.00**

**14. Method of solicitation:**

- **DBA**

**15. Contract order number:**

- **09-0001**

**16. Award of contract:**

- **OFFER**

**17. Solicitation number:**

- **CPSC-Q-16-0038**

**18. Offer due date/local time:**

- **ET**

**19. Task order shall obligate funding:**

- **$0.00**

**20. DUNS number:**

- **[redacted]**

**21. Contracting officer representative (COR):**

- **Kristina Hatleid**
  - whatleid@cpsc.gov
  - Tel: 301-504-7254

**22. The contractor shall provide all necessary personal, materials and services required to conduct peer reviews, toxicological reviews, and risk assessments, in accordance with the attached description of services. Services shall be (Use separate and/or Attach Additional Sheets as Necessary).**

**23. Signature of offeror/contractor:**

- **Assoc. Vice President for Research**

**24. Date signed:**

- **10/29/16**

**25. Signed by:**

- **Eddie Ahmad**

**26. Signature of offeror/contractor:**

- **Authorized for local reproduction**

**27. Previous edition is not usable:**

**28. Standard form 1494 (Rev. 07/98)**

**29. Prescribed by:**

- OGA-FAR 144 CFR 52.212
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<thead>
<tr>
<th>Item No</th>
<th>Description</th>
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<td>UNIT (D)</td>
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The total amount of award: $1,493.13. The obligation for this award is shown in box 26.
PERFORMANCE WORK STATEMENT
Peer Reviews, Toxicological and Risk Assessments

1. Description of Services

The Contractor shall provide all necessary personnel and services to the U.S. Consumer Product Safety Commission to conduct Peer Reviews, Toxicological and Risk Assessments.

2. Background

The staff of the U.S. Consumer Product Safety Commission (CPSC) routinely assess the potential health effects to consumers from chemicals that may be used in consumer products. Examples of recent staff activities include formaldehyde in flooring; toxicity reviews of and exposure evaluation of phthalate esters and flame retardant chemicals; updated risk assessment guidelines; and toxicological reviews of pharmaceuticals. In accordance with guidance issued by the Office of Management and Budget (OMB), and in the interest of ensuring the quality of staff reports, the staff has submitted risk assessments, toxicological reviews, exposure assessments, and other related documents to independent experts for peer review. In addition, the staff sometimes contracts with independent scientists to perform toxicity reviews or other scientific tasks in support of CPSC programs. This is done, for example, when staff resources are not available or special expertise is required.

To facilitate these processes, the CPSC staff is seeking a contractor to administer and conduct peer reviews or toxicological or other scientific reviews as needed.

For each peer review, the CPSC Contracting Officer’s Representative (COR) will provide the Contractor with a CPSC staff report for review, supporting documents, and a list of questions for the reviewers to address. The Contractor will submit a Peer Review Report to the COR that summarizes any questions, observations, or suggestions for improvement of the staff report.

For each toxicological review and/or risk assessment, the CPSC COR will describe the scope of the activity. For toxicity reviews, the contractor will provide a thorough review of all available, relevant human, animal and in vitro or other alternative toxicity data that provides appropriate details on key studies including no effect levels. Ecological data will not be required. The scope of a risk assessment, as specified by the CPSC COR, may include hazard identification (toxicity review), quantitative dose-response analysis for cancer and non-cancer endpoints, derivation of acceptable daily intake levels, exposure assessment, and risk characterization. The Contractor’s toxicological review and/or risk assessment report shall be organized in a logical manner and include a complete bibliography.

3. Objective

The CPSC’s objective is to ensure that CPSC staff reports, such as health risk assessments and toxicological reviews, are thorough, scientifically defensible, and of the highest quality.
4. Contract Type

This is a firm-fixed price, indefinite delivery/indefinite quantity contract (IDIQ) that shall include a one-year base period and four option years. The minimum guaranteed amount is 1 task order for the base year only.

Issuance of Task Orders:

Task orders will be issued against this IDIQ contract. The Government will send a written request for quotation for a proposed task to the Contractor. The Contractor shall submit a written proposal describing the technical approach to complete the work, a firm fixed price and price breakdown, substantiating hours and any other supporting information required by the request for quotation. Upon completion of negotiations for a task, the Government will issue a firm fixed priced task order. The Contractor is not authorized to commence work on a task until after a task order has been awarded. The issuance of all task orders will be contingent upon the agency decision to fund the service.

5. Description of Work

5.a. For each peer review, the CPSC COR will provide the Contractor with: (i) a health risk assessment, toxicity review, or other similar staff report; (ii) supporting and/or background materials (e.g., laboratory studies, CPSC chronic hazard guidelines); and (iii) a list of questions for the reviewers to address. Documents for review can vary in size and complexity. Each review will generally consist of no more than 250 pages of content. In certain cases, a longer report or multiple documents may require review. The Contractor, in consultation with the CPSC COR, will select peer reviewers, generally at least three, based on their technical expertise and the needs of the particular review. The reviewers may be employees of the Contractor or independent subcontractors.

The Contractor or subcontractors shall, as independent scientific experts and not as agents of the Government, thoroughly review the CPSC staff assessment, review, or other report, and supporting documents and comment on the methods, findings, and conclusions of the report, especially those aspects in each reviewer's area(s) of expertise. The Contractor shall submit a Peer Review Report to the CPSC COR that summarizes any questions, observations, and suggestions for improvement of the risk assessment or other document. At the conclusion of the task, the Contractor shall provide copies of any references, documents, or other materials obtained by the Contractor or subcontractors, preferably in electronic format.

5.b. For each toxicity review, the CPSC COR will provide the Contractor with a statement of work describing the nature, scope, and objective of the topic to be reviewed. The CPSC COR will include appropriate background materials, such as recent Federal government reports. Toxicity reviews may vary in size and complexity. Generally, each review will be limited to one chemical substance or closely-related substances. In certain cases, a family of related chemicals will be reviewed. Generally, final reports will consist of no more than 250 pages of content. The Contractor will obtain and review all available, relevant toxicity data relating to human health; ecological data will not be required. The literature search will include, but will not be limited to: (i) all National Library of Medicine electronic databases (e.g., PubMed, TOXNET, IRIS, and ChemID), EPA TSCATS reports; (ii) reviews by authoritative sources such as ATSDR reviews,
EPA criteria documents, European Union risk assessments, International Association for Research on Cancer (IARC) monographs, International Program on Chemical Safety Environmental Health Criteria Documents, the Report on Carcinogens; and (iii) standard reference books. Reliable secondary sources may be used for reports that are obscure or difficult to obtain, or for ancillary information, such as chemical use and physico-chemical data and processes. Key studies should be identified and obtained for review.

The Contractor shall submit a Toxicity Review Report to the COR that describes all the available toxicity data, includes appropriate physico-chemical data, and addresses all key health endpoints. The report shall include appropriate details on the studies reviewed, including: sex and strain, study design, statistical analyses, and no effect levels. The Report shall be organized in a logical manner and include a complete bibliography, with tables or figures as appropriate. At the conclusion of the task, the Contractor shall provide copies of all references, documents, or other materials obtained by the Contractor, preferably in electronic format, and preferably in an EndNote library.

5.c. For each risk assessment or risk assessment component, the CPSC COR will provide the Contractor with a statement of work describing the nature, scope, and objective of the assessment to be conducted. The CPSC COR will include appropriate background materials, such as recent Federal government reports, results of laboratory studies or other data, and the CPSC Chronic Hazard Guidelines. Generally, each assessment will be limited to one chemical substance or closely-related substances. In certain cases, a family of related chemicals will be assessed. Generally, final reports will consist of no more than 250 pages of content.

A risk assessment will generally consist of hazard identification (i.e., toxicity review), dose-response analysis (and derivation of acceptable daily intake levels), exposure assessment, and risk characterization. Risk assessments will generally follow the CPSC Chronic Hazard Guidelines. The exposure assessment will consider relevant exposure scenarios, relevant routes of exposure, behavior and other human factors, bioavailability, and other physiological factors. Risk assessments may vary in size and complexity. Depending on the needs of the staff, a risk assessment activity may consist of completing each of the elements of an assessment. One or more parts of the activity could also be conducted separately or provided by CPSC staff. For example, the toxicity review may be done in advance of the decision to perform the risk assessment. Toxicity reviews will be conducted following the specifications for toxicity reviews in the statement of work.

The Contractor shall submit a Risk Assessment Report to the COR that includes a toxicity review or describes the toxicity data used in the assessment, the dose-response assessment, descriptions of exposure scenarios, routes of exposure, measures of dose, biological and/or exposure modeling, sensitivity analysis, and other evaluations of the assessment. The report shall include appropriate details on the studies reviewed, assessment approach, and models developed or used. The Report shall be organized in a logical manner and include a complete bibliography, with tables or figures as appropriate. At the conclusion of the task, the Contractor shall provide copies of all references, documents, or other materials obtained by the Contractor, preferably in electronic format, and preferably in an EndNote library.

5.d. The Contractor shall be bound by the contractor's affidavit of non-disclosure executed by the Contractor and to have all employees or agents of the Contractor handling copies of the
document execute the employee/agent affidavit of non-disclosure prior to their receipt of the documents. During the period of performance of the work, the peer review report, toxicity review, or risk assessment is to remain confidential among the Contractor, subcontractors, and CPSC staff. Peer review reports, toxicity reviews, risk assessments, and other reports will generally be made public and will be posted on the CPSC website after the conclusion of the work.

Authors of toxicity reviews or other reports may not release or publish their reports without the permission of the CPSC COR. Publications resulting from the report must be cleared in accordance with CPSC procedures.

6. Specifications

6.a. **Peer Reviews.** The CPSC COR will provide specific questions to the Contractor tailored to each report submitted for peer review. Typical questions the Contractor might address include the following:

1. Hazard Identification
   a. Is the toxicity review thorough? Are any key studies missing?
   b. Are the conclusions supported by the toxicity data?

2. Dose Response Assessment
   a. Is the critical effect selected by the author appropriate and supported by the data?
   b. Are the reasons for selecting the critical effect clearly explained?
   c. Are the methods used to derive acceptable daily intake (ADI) values (RfDs) and cancer unit risks (slope factors) appropriate and consistent with the CPSC chronic hazard guidelines?
   d. Are the assumptions and choices used in deriving the ADI and/or unit risk clearly explained?

3. Assessment of Consumer Exposure
   a. Were the test methods suitable for the exposure assessment?
   b. Were the exposure scenarios and input values appropriate and adequately documented?
   c. Was the discussion of uncertainty adequate?
   d. Are the models and assumptions used appropriate for the exposure scenarios?

4. Risk Characterization
   a. Are the conclusions reasonable and scientifically defensible?
   b. What additional studies or analyses could be done to reduce the uncertainty in the exposure assessment?

5. Provide any other comments on this study.

6.b. **Toxicity Reviews.** The review will typically address a single substance, identified by its chemical name, Chemical Abstracts Service number, and common or trade names, where available. The scope will include all data relevant for assessing potential human health effects, such as:
1. Physico-chemical data, such as molecular weight, physical state, vapor pressure, and octanol-water partition coefficient
2. Summary of data relating to human exposure, such as concentrations in air, water, dust, food, or body fluids
3. Acute toxicity, including case reports
4. Dermal and ocular irritation and sensitization.
5. Genetic toxicity
6. Absorption, distribution, metabolism, and excretion
7. Subchronic and chronic studies, including epidemiological studies
8. Reproductive and development toxicity
9. Neurotoxicity
10. Other health effects, such as immunotoxicity or chronic organ toxicity
11. Generally, effects on aquatic organisms and environmental toxicity will not be required

Reviews generally will be used by the CPSC staff to determine whether the substance may be considered "toxic," as defined by the Federal Hazardous Substances Act (FHSA) and the CPSC Chronic Hazard Guidelines. In addition, the CPSC staff may calculate acceptable daily intake (ADI) levels and cancer slope factors, and perform quantitative risk assessments for the use of the substance in consumer products. Reviews and other reports may be subject to public comments and peer review.

6.c. Risk assessments. A risk assessment will typically address a single substance, and include hazard identification, dose-response analysis, exposure assessment, and risk characterization. A risk assessment activity statement of work will specify the elements of a risk assessment to be completed, as the activity may be divided into two or more activities to be conducted separately. For example, the risk assessment may include the toxicity review or the toxicity review could be conducted separately under contract or provided by CPSC. The scope will include the elements of a risk assessment relevant to the specific project, such as:

1. Toxicity review and hazard identification
2. Quantitative dose-response analysis
   a. Derivation of ADI levels for cancer and/or non-cancer effects
3. Exposure analysis
   a. Exposure scenarios
   b. Relevant routes of exposure
   c. Assessment of expected behavior and other human factors
   d. Bioavailability

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e. Physiological modeling, e.g., physiologically-based pharmacokinetic (PBPK) modeling, if available
f. Exposure modeling, e.g., indoor air concentration modeling
g. Uncertainty and variability analysis
h. Sensitivity analysis

4. Risk characterization
   a. Margin of exposure analysis
   b. Discussion/Uncertainty

7. Government Furnished Materials

Some tasks will require the Government to provide to the Contractor reports, documents, or other information in order for the Contractor to deliver the work specified in the task order. Generally, such documents will be transmitted to the Contractor through email. Large files may need to be transmitted using physical media, such as CDs or DVDs, or through a secured file-sharing website.

8. Deliverables or Performance

All time frames are calendar days.

a. **Peer Reviews.** After a task order is awarded, the Contractor and CPSC staff shall meet (in person or by teleconference) to kick off the task. If specified in the task order, the Contractor shall provide a written project plan, and shall meet periodically with CPSC staff (in person or by teleconference) during the period of performance of the work. The Contractor shall provide the comments and evaluation in the form of a written report to the CPSC COR within 45 days (or other time frame specified by the individual task order) after receiving the CPSC staff review, assessment, or other reports. The Contractor shall submit the report in any format (e.g., a letter, bullets, brief sentences, or paragraphs), but each reviewer shall address each question separately and specifically. Information identifying each reviewer shall not be included in the body of the report. The Contractor shall e-mail the draft report to the COR in a Microsoft Word file. Following review by the COR, the Contractor will make appropriate changes and submit a final report within 14 days of receiving comments (or other time frame specified by the individual task order).

b. **Toxicity Reviews and/or Risk Assessment.** After a task order is awarded, the Contractor and CPSC staff shall meet (in person or by teleconference) to kick off the task. If specified in the task order, the Contractor shall provide a written project plan, and shall meet periodically with CPSC staff (in person or by teleconference) during the period of performance of the work. The Contractor shall submit to the CPSC COR a draft toxicity review within 120 days after the task order is awarded (or other time frame specified by the individual task order). The draft report will be e-mailed to the CPSC COR in a Microsoft Word file. Following review by the COR, the Contractor will make appropriate changes and submit a draft final report within 30 days of receiving comments (or other time frame specified by the individual task order). The draft final report may be subject to peer review, as specified in the individual task order. Upon receipt of
peer reviewer comments, the Contractor will make appropriate changes and submit a final report within 30 days of receiving peer review comments.

c. In agreeing to perform this work, the peer reviewer understands that specific comments made by the individual peer reviewer will not be directly attributed to them by name. The comments themselves, without the reviewer’s name, may be made public as appropriate. In agreeing to perform this work, the author of a toxicity review understands that his or her name will be part of the final report, which will be available to the public, and will be posted on the CPSC website.

9. Delivery Schedule

Peer Reviews

<table>
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<tr>
<th>Item(s)</th>
<th>Quantity</th>
<th>Delivery or Performance</th>
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</thead>
<tbody>
<tr>
<td>The CPSC COR and Contractor shall meet in person or by teleconference to discuss and initiate the task order</td>
<td>1 meeting</td>
<td>To be specified in individual task order, generally within 7–14 calendar days of task order start date</td>
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<tr>
<td>The COR will provide to the Contractor the reports and other government furnished documents</td>
<td>To be specified in individual task order</td>
<td>To be specified in individual task order, generally within 7–14 calendar days of task order start date</td>
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<tr>
<td>The COR and Contractor shall meet in person or by teleconference to discuss the status of the task order</td>
<td>As appropriate</td>
<td>To be specified in individual task order, generally monthly</td>
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<tr>
<td>The Contractor shall submit the completed draft peer review report to the COR</td>
<td>1 draft peer review report</td>
<td>To be specified in individual task order, generally 45 calendar days after receipt of the reports and other government furnished documents</td>
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<td>The COR will provide written comments on the draft report to the Contractor</td>
<td>1 set of comments on draft report</td>
<td>To be specified in individual task order, generally 14 calendar days after receipt of the draft report</td>
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<td>The Contractor shall revise the draft report and submit a final report to the COR</td>
<td>1 final report</td>
<td>To be specified in individual task order, generally 14 calendar days after receipt of the COR comments</td>
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<tr>
<td>Inspection and Acceptance</td>
<td>The peer review report will be reviewed by the COR and formally accepted</td>
<td>14 days after receipt of the Peer Review report</td>
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## Toxicity Reviews and/or Risk Assessments

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<td>The CPSC COR and Contractor shall meet in person or by teleconference to discuss and initiate the task order</td>
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<td>The COR will provide to the Contractor any government furnished documents</td>
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<td>To be specified in the individual task order, generally monthly</td>
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<td>The Contractor shall revise the draft report as appropriate and shall submit the draft final report to the COR</td>
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<td>To be specified in individual task order, generally 30 calendar days after receipt of comments on the draft report</td>
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<tr>
<td>If peer review is specified in the individual task order, such review will be performed on the draft final report as indicated and peer review comments will be provided to the Contractor</td>
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<tr>
<td>The Contractor shall revise the draft final report and submit a final report to the COR</td>
<td>1 final report</td>
<td>To be specified in individual task order, generally 30 calendar days after receipt of the peer review comments.</td>
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10. Performance Assessment Plan

Successful performance will be measured by:

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<th>Performance Objectives</th>
<th>Performance Thresholds</th>
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<tbody>
<tr>
<td>Reporting Requirements: Reports are submitted on time.</td>
<td>Reports are submitted in accordance with the delivery schedule 95% of the time.</td>
</tr>
<tr>
<td>Documentation Requirements: Documents are submitted on time and are accurate.</td>
<td>Documents are complete and accurate and require only minimal editing for grammatical errors. Documents are submitted in accordance with the delivery schedule 95% of the time.</td>
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<tr>
<td>Key Personnel: All key personnel shall be knowledgeable and experienced.</td>
<td>Key personnel working on tasks shall be knowledgeable and experienced in all aspects of the work assigned 100% of the time.</td>
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11. Place of Delivery

U.S. Consumer Product Safety Commission
Directorate for Health Sciences
5 Research Place
Rockville, MD 20850

The CPSC Contracting Officer Representative (COR) and e-mail address will be indicated on each individual task order.

12. Inspection and Acceptance

The final peer review report, toxicology report or risk assessment submitted to the U.S. Consumer Product Safety Commission will be reviewed within 14 days of receipt of the report for any additional questions and/or comments. If returned to the Contractor as a result of the review, the Contractor shall address and/or revise their report accordingly and return the final version to the COR within 14 days of receipt.
CONTRACT CLAUSES

LC 1B CONTRACTOR’S NOTE - DELIVERIES TO THE CPSC NATIONAL PRODUCT TESTING LABORATORY SITE, ROCKVILLE, MARYLAND

A. 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 or 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:

PREFERRED: Via email to:

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

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

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

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

C. 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.
D. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Contract Specialist – Greg Grayson at (301) 504-7725 or ggrayson@cpsc.gov

E. 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.

F. 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 (Dina 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.

(End of clause)

LC 5 Contracting Officer's Representative (COR) Designation

a. The following individual has been designated at the Government’s COR for this contract:
   Name: Kristina Hatlelid
   Division: Toxicology & Risk Assessment
   Telephone: 301-987-2558
   Email: Khatlelid@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.

(End of clause)

**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-D-17-0001. 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.

(End of clause)

**LC 22 Handling of Confidential Information**
a. 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.

b. 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 COR, 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 COR.

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

d. 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.

(End of clause)

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 (attached) from each employee who will work on this contract or have access to data obtained or developed under this contract.

(End of clause)

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.

(End of clause)

TRADE SECRETS: To the extent permitted by law, all information reported to or otherwise obtained by CPSC or its agents under the Consumer Product Safety Act (CPSA) and provided to or shared with Contractor, which contains or relates to a trade secret or other matter referred to in section 1905 of title 18, United States Code, or subject to section 552(b)(4) of the title 5, United States Code, shall be held in confidence by Contractor and any contractor personnel.

(End of clause)

EXCEPTIONS TO NONDISCLOSURE: To the extent permitted by law, including the Freedom of Information Act, Contractor and any subcontractor shall agree not to release the identity of any manufacturer of any product being tested or reviewed in conjunction with this contract. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive Order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this agreement and are controlling.

(End of clause)

PATENT RIGHTS: The Contractor shall insure that the rights to all information, uses, processes, patents, and other developments resulting from the contract activity will be made available to the public without charge on a nonexclusive basis.

(End of clause)

52.212-4 Contract Terms and Conditions—Commercial Items.

Contract Terms and Conditions—Commercial Items (May 2015)
(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.
(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
(v) Amounts shall be due at the earliest of the following dates:
   (A) The date fixed under this contract.
   (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
   (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
       (A) The date on which the designated office receives payment from the Contractor;
       (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
       (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
   (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
   (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
       (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
       (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
   (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
   (l) Termination for the Government’s convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor’s records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
   (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and
remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.


(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

1. The schedule of supplies/services.
2. The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
3. The clause at 52.212-5.
4. Addenda to this solicitation or contract, including any license agreements for computer software.
5. Solicitation provisions if this is a solicitation.
6. Other paragraphs of this clause.
7. The Standard Form 1449.
8. Other documents, exhibits, and attachments.
9. The specification.
(t) System for Award Management (SAM).

1. Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is
current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through https://www.acquisition.gov.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-
execution does not bind the Government or any Government authorized end
user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal
instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that
is expressly authorized by statute and specifically authorized under applicable agency regulations
and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including
those completed electronically via the System for Award Management (SAM), are incorporated
by reference into the contract.

(End of clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive
Orders—Commercial Items.

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR)
clauses, which are incorporated in this contract by reference, to implement provisions of law or
Executive orders applicable to acquisitions of commercial items:

1. 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with

   3509)).

3. 52.203-15, Whistleblower Protections under the American Recovery and
   Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts
   funded by the American Recovery and Reinvestment Act of 2009.)

X 4. 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards
__ (5) [Reserved].
__ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
__ (10) [Reserved].
__ (ii) Alternate I (Nov 2011) of 52.219-3.
__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (ii) Alternate I (Jan 2011) of 52.219-4.
__ (13) [Reserved]
__ (ii) Alternate I (Nov 2011).
__ (iii) Alternate II (Nov 2011).
__ (iii) Alternate II (Mar 2004) of 52.219-7.
__ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
__ (iii) Alternate II (Oct 2001) of 52.219-9.
__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(a)).
__ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
__ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15
U.S.C. 632(a)(2)).
(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically
(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small
Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15
U.S.C. 637(m)).
(26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016)
(E.O. 13126).
(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.
793).
(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations
(33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78
and E.O. 13627).
(34) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order
12989). (Not applicable to the acquisition of commercially available off-the-shelf items or
certain other types of commercial items as prescribed in 22.1803.)
(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA—
Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of
commercially available off-the-shelf items.)
(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to
the acquisition of commercially available off-the-shelf items.)
(36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014
(E.O.s 13423 and 13514).
(37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s
13423 and 13514).
(ii) Alternate I (Jun 2014) of 52.223-14.
(38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42
(39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products
(OCT 2015) (E.O.s 13423 and 13514).
(ii) Alternate I (Jun 2014) of 52.223-16.


(41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).


(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.


(44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


(47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).


X_ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).


(54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this
contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).
(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
(10) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

1 The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

2 The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

3 As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the
Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (c)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—


(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)


(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.


(xi)


(B) Alternate i (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).


(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through October 31, 2021.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $1000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of one review per task order;

(2) Any order for a combination of items in excess of two reviews per task order; or
(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item(s) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration date of each awarded contract period.

(End of clause)

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 of the expiration date.

(End of clause)

**52.217-9 Option to Extend the Term of the Contract. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

**52.227-14 Rights in Data—General.**

**Rights in Data—General (May 2014)**

(a) Definitions. As used in this clause—

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"—

1) Means

   (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

   (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

2) Does not include computer databases or computer software documentation.
“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;
(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered
under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled.
or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer’s decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer’s determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government’s action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor’s expense. The Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;
(ii) Demonstrates that the omission of the notice was inadvertent;
(iii) Establishes that the proposed notice is authorized; and
(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor’s expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.
(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—
   (i) Identify the data being withheld; and
   (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor’s obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

52.232-18 Availability of Funds. (APR 1984)

Funds are not presently available for this contract. The Government’s obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)
Contractor's Affidavit of Non-Disclosure

Neither I, LYNNE HABER, nor my organization, UNIVERSITY OF CINCINNATI, nor its employees or agents will disclose to any person who has not executed the Contractor's or Employee/Agent's Affidavit of Non-disclosure, or use for our personal benefit, any confidential business information, identifying information, or the contents of any materials received from the United States Consumer Product Safety Commission (CPSC) pursuant to contract no. [CPSC-D-17-0001].

I, LYNNE HABER, my organization, UNIVERSITY OF CINCINNATI, and its employees and agents understand that illegal use or disclosure of the information or materials received from the CPSC pursuant to contract no. [CPSC-D-17-0001] subjects the party making such illegal use or disclosure to Title 18, United States Code, Section 641, which provides, in part, "Whoever ... steals ... or knowingly converts to his use or the use of another, or without authority, sells, conveys, or disposes of any record ... or thing of value of the United States or any department or agency thereof ... shall be fined under this title or imprisoned not more than ten years, or both."

I solemnly declare under penalty of perjury that I understand and will abide by the foregoing restrictions and that I understand the consequences for failure to do so.

Date: Oct. 27, 2016

Signed: LYNNE T. HABER

(printed name)

ASSOCIATE PROFESSOR

(title)

UNIVERSITY OF CINCINNATI

(organization name)