

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 22, 24, & 30		1. REQUESTION NUMBER REQ-2400-16-0110	PAGE OF 1 28
2. CONTRACT NO GS-06F-12392	3. AWARD EFFECTIVE DATE 09/23/2016	4. ORDER NUMBER CPSC-F-16-0093	5. SOLICITATION NUMBER CPSC-Q-16-0074
		6. SOLICITATION ISSUE DATE 08/24/2016	

7. FOR SOLICITATION INFORMATION CALL:	8. NAME Greg Grayson	9. TELEPHONE NUMBER (No collect calls) 301-504-7725	10. OFFER DUE DATE/LOCAL TIME
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11. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814	CODE EMPS	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE	% FOR
		<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	WOMEN OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> (NA)
			NAICS 541511 SIZE STANDARD 527.5

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS SB/Net 30	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (19 CFR 700)	13b. RATING
			14. METHOD OF SOLICITATION <input type="checkbox"/> RFD <input type="checkbox"/> IFB <input type="checkbox"/> RFP

15. DELIVER TO CONSUMER PRODUCT SAFETY COMMISSION OFFICE OF INFORMATION SERVICES 4330 EAST WEST HWY ROOM 839-23 BETHESDA MD 20814	CODE EXIT	16. ADMINISTERED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814	CODE EMPS
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17a. CONTRACTOR/OFFEROR DSAIS 11900 PARKLAWN DR STE 406 ROCKVILLE MD 20852-2710	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CPSC Accounts Payable Branch AMZ 160 P. O. Box 25710 Oklahoma City OK 73125	CODE EMPS
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<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: [REDACTED] Contracting Officer Representative: Shiny Varghese Svarghese@cpsc.gov 301-504-7542 The Contractor shall provide all necessary personnel and services to develop a reusable embeddable internet application referred to as the Recall's Internet Surveillance Widget in accordance with the attached Statement of Work, (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA 0100A16DSE-2016-9994700000-EXIT002400-252M0	26. TOTAL AWARD AMOUNT (For Govt Use Only) \$147,846.60
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4 FAR 52 212-3 AND 52 212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 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	1	<input type="checkbox"/> 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
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print) FRANILVA PAUSE FINANCE MGR	30c. DATE SIGNED 9/23/16	31b. NAME OF CONTRACTING OFFICER (Type or print) Eddie Ahmad	31c. DATE SIGNED 9/23/16
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19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	<p>GSA 8(A) STARS II Contract# GS-06F-1239Z and terms and conditions. Period of Performance: 09/27/2016 to 09/26/2017</p> <p>The Development and Implementation of an Internet Surveillance Widget.</p> <p>The total amount of award: \$147,846.60. The obligation for this award is shown in box 26.</p>				147,846.60

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 (Print)		
41b SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c DATE	42b RECEIVED AT (Location)		
			42c DATE REC'D (YY/MM/DD)	42d TOTAL CONTAINERS	

RECALLS INTERNET SURVEILLANCE WIDGET
U.S. CONSUMER PRODUCT SAFETY COMMISSION
STATEMENT OF WORK

1. INTRODUCTION

The U.S. Consumer Product Safety Commission (CPSC) is charged with protecting the public from unreasonable risks of serious injury or death from thousands of types of consumer products under the Commission's jurisdiction. The CPSC is committed to protecting consumers and families from products that pose a fire, electrical, chemical, or mechanical hazard or can injure children. The CPSC's work to ensure the safety of consumer products - such as toys, cribs, power tools, cigarette lighters, and household chemicals - contributed significantly to the 30 percent decline in the rate of deaths and injuries associated with consumer products over the past 30 years.

The Agency has jurisdiction over 15,000 types of consumer products, from automatic-drip coffee makers to toys to lawn mowers. Some types of products, however, are covered by other federal agencies. For example: cars, trucks and motorcycles are covered by the Department of Transportation; foods, drugs, and cosmetics are covered by the Food and Drug Administration; and alcohol, tobacco and firearms are within the jurisdiction of the Department of the Treasury.

CPSC works to reduce the risk of injuries and deaths from consumer products by:

1. Developing voluntary standards with industry;
2. Issuing and enforcing mandatory standards; banning consumer products if no feasible standard would adequately protect the public;
3. Obtaining the recall of products via refund or arranging for their repair or replacement;
4. Conducting research on potential product hazards; and
5. Informing and educating consumers through the media, international, federal, state and local governments, private organizations, and by responding to consumer inquiries.

The Office of Information and Technology Services (EXIT) is charged with ensuring the Commission and its staff have all applicable tools and infrastructure required to execute their duties. The Contractor shall perform the work of this task order for the CPSC as described below.

2. CONTRACT TYPE

This procurement is a firm-fixed price GSA 8(a) STARS II task order for a base period of one year.

3. BACKGROUND

This project is being initiated to assist in reducing recalled product exposure through online secondary markets. The goal is to utilize the existing Recalled Products Application Programming Interface (API) functionality and develop a Widget that can easily be incorporated by resellers on their websites. The core concept underlying the widget is the ability to extend the reach of the existing recalls database and recalls API by providing a web based embeddable application (widget) for third party websites to incorporate in their existing web sites.

4. OBJECTIVES AND SCOPE OF WORK

The objective of this acquisition is to obtain services from a contractor to develop a reusable embeddable internet application currently referred to in the CPSC as the Recalls Internet Surveillance Widget. The Widget will be built utilizing the Recalls API, which is a data store of all active recalled products currently being monitored. The widget will utilize the existing Recalls API as well as any new APIs developed for recalled product search.

In addition to providing embeddable search functionality the widget shall be able to collect and submit basic information back to CPSC. The widget shall provide back-end capability to store the data received and allow CPSC users to run further reports and analyze the data. The widget shall require little specialized technical expertise on the part of third party web sites beyond basic web development and web site maintenance skills for the core functionality. The widget shall include configurable characteristics for data field name and field pre population to enable integration with sites with more sophisticated user interfaces.

5. DESCRIPTION OF WORK

A. Project Phases and Deliverables

The Contractor shall follow the outline of task activities below. On written approval from the Contracting Officer's Representative (COR), specific phases may be conducted in parallel or as a series of incremental development sprints following agile design and development principles.

Phase 1: Requirements Gathering and Analysis

During this phase, contractor shall conduct meetings with stakeholders and users in order to refine and clarify the full requirements of the system. Contractor shall create a Requirement Specification document including business processes that will interact but are not addressed by the system, and submit it to CPSC Technical Team (EXIT) for review and approval. The requirements may identify basic near term capabilities and future development opportunities.

Phase 2: Design

The Contractor shall assess and design the architecture for the Recalls Internet Surveillance Widget. Contractor shall create an architecture design document and submit to EXIT for review and final approval. The design must incorporate open standards and widely applicable technologies to promote broad use on third party websites. Contractors shall also develop any report specifications. The design shall be modular and readily extensible to accommodate configuration by third party websites and expansion of future capabilities.

Phase 3: Implementation

After receiving approval of system design documents from EXIT, the contractor shall divide the work in modules and units and start actual coding. Prior to implementation, use cases should be written and verified. The contractor shall create the database, implement the code for the Recalls Internet Surveillance Widget and design the actual user interface screens. Additionally the contractor will produce implementation guidance documentation to support CPSC ongoing maintenance and third party web site use.

Phase 4: Build/Testing

During this phase, contractor shall conduct functional and regression testing to make sure that the widget actually meets the needs addressed and gathered during the requirements phase. Unit testing, integration testing, system testing and User Acceptance Testing (UAT) for functional and quality shall be conducted.

Phase 5: Production Roll Out

During this phase, the Recalls Internet Surveillance Widget shall be deployed in the production environment. Users should be provided with formal training and any related training material. Based on the feedback from the users, the contractor shall tweak the system for any implemented system issues. The contractor shall provide all mandatory system and security documentation to the COR for approval prior to formal deployment.

B. General

1. Independently, and not as an agent of the Government, the Contractor shall furnish all necessary personnel, materials, services, and facilities to perform the work set forth below, except as provided in Section 11, "Government-Furnished Property," to perform the work as set forth below.
2. The Contractor shall provide expert services, including but not limited to: project planning and management; conducting business analysis; requirements gathering; technical documentation; systems/data architecting; designing; coding; integrating systems; providing common interfaces; configuring; and testing support.
3. The Contractor shall manage and support software, system, platform and data updates

and releases.

4. The Contractor shall adhere to and plan for requirements identified in CPSC directives, policies and procedures, such as, but not limited to: System Development Lifecycle (SDLC), Security Training, Configuration Management and Removable Storage Device Policy.
5. The Contractor shall ensure that federal requirements are considered and met, throughout all SDLC lifecycles, such as, but not limited to: Plain English usage in all project artifacts and deliverables, Federal Enterprise Architecture standards and guidance, Federal Financial System standards, Federal security standards, such as those provided by National Institute of Standards and Technology (NIST) and the National Security Agency (NSA) and Section 508 accessibility standards.
6. The Contractor shall ensure that project management services and deliverables are in alignment with the CPSC SDLC and CPSC's Project Management Office (PMO) guide. CPSC will provide the PMO guide to the Contractor upon start of the contract.
7. When recommending products or developing system requirements the Contractor shall include in analysis and recommendations: Government Off-the-Shelf (GOTS) solutions, Commercial Off-the-Shelf (COTS) solutions, cloud-based solutions and emerging technologies if they are available.
8. Throughout solution development or enhancements, the Contractor shall recommend solutions that minimize custom system development, minimize required vendor support and reduce configuration complexity for ease of configuration maintenance and system management.
9. When designing systems the Contractor shall recommend designs requiring minimal, easily maintained configurations.
10. The Contractor shall operate and maintain the modernized systems to ensure that the systems are operating effectively, administrative procedures are followed, systems are secure, and enhancements are developed, planned and scheduled.
11. The Contractor shall work cooperatively with interfacing infrastructure, network and Development teams, coordinating software releases and schedules.
12. The Contractor shall manage and support the implementation of security controls based on federal information assurance guidance, including but not limited to: National Institute of Standards Technology (NIST) and Office of Management and Budget (OMB) standards and guidelines. The contractor shall manage and support the development and resolution of required security documentation, including security plans, security assessment reports, contingency plans and a plan of action & milestones (POA&M) documents.
13. The Contractor shall, at the direction of the COR, perform knowledge sharing and transfer to CPSC employees by providing documentation, training materials, user manuals, and/or

conducting onsite training sessions. The Contractor shall provide these services when new, corrected, or improved methods of performing systems operations and maintenance are identified, or when a bug fix alters the standard operating process.

14. The Contractor shall manage and support the development of required security documentation: including security plans, security assessment reports, contingency plans and a plan of action & milestones (POA&M) documents.

15. The Contractor shall build process into SDLC to make sure all documents are up-to-date.

6. CONTRACTOR QUALIFICATIONS

The Contractor personnel performing the work shall have a minimum of five (5) years' experience in their respective subject matter area of expertise except where a toolset may not have had a 5 year lifespan.

Technical Skills Required

- Business Analysis
- Microsoft .NET
- Java
- Service oriented architecture
- Data integration
- Systems integration
- Business Workflow documenting
- Knowledge of data repositories
- User access interface design
- XML
- Web application development
- Technical writing

Any and all Contractor partners (subcontractors) shall possess the same, or higher, contractor qualifications.

7. INSPECTION AND ACCEPTANCE (ORDERS)

Pursuant to the inspection clause as provided in the master contract, all work described in the SOW to be delivered under this contract is subject to final inspection, approval and acceptance by an authorized representative of the Government. The authorized representative of the Government is the Government's COR, who is responsible for inspection, approval and acceptance of all services, materials, or supplies to be provided by the Contractor.

8. PERIOD OF PERFORMANCE

The period of performance shall be from 9/27/2016 to 09/26/2017.

9. PLACE OF PERFORMANCE

The performance location for work in this task order shall be CPSC headquarters located at 4330 East West Highway Bethesda, Maryland 20814.

Business days/hours: Monday through Friday 9:00AM – 5:30PM.

10. REPORTING AND DELIVERY REQUIREMENTS

The contractor shall submit all required report(s)/deliverables, to the COR via electronic mail, in accordance with the schedule outlined below. All reports shall reference and cite the contract/order number.

The Government will apply the following general inspection standards to the reporting and delivery requirements:

- Meeting designated schedule dates.
- Submission of all deliverables as specified.
- Ability to control and deliver quality artifacts and products.

The Government will inspect the work for both quality and timeliness, and notify the Contractor regarding problems and any corrections needed within 1 business day after receipt of deliverables. The Contractor shall be notified in writing of the problems with the work and the Contractor shall provide an acceptable correction, correction plan or recommendation within 1 business day after notification.

The following deliverable items shall be performed and delivered in accordance with the following schedule:

TASK #	Deliverable Name	Deliverable Description	Due Date and Format (NLT-No Later Than, measured in calendar days)
1	Task Kick-Off Meeting	<ul style="list-style-type: none">• A meeting between the Contractor, CPSC Project Manager, and CPSC Contracting Officer's Representative• CPSC will utilize the Project Kick-Off Checklist to drive the meeting and deliverable outcome	<ul style="list-style-type: none">• NLT 3 calendar days after contract award
2	Project Schedule	<ul style="list-style-type: none">• A document listing the project's milestones, activities, and deliverables, with intended start and finish dates, dependencies and listing of resources. The	<ul style="list-style-type: none">• NLT 5 calendar days after contract award

TASK #	Deliverable Name	Deliverable Description	Due Date and Format (NLT-No Later Than, measured in calendar days)
		format shall be MS Project, and the Project Schedule (WBS) checklist will be applied to the schedule by the government as a means of assessing and accepting the quality of the project schedule.	
3	Initial Architecture and Design Documentation (Update for each sprint)	Initial document that describes the approach for implementing the Recalls Internet Surveillance Widget functionality. The document forms the basis for planning of the development and implementation phase.	<ul style="list-style-type: none"> • NLT 2 calendar days after sprint planning and 15 days after contract award. Sprint planning shall be conducted NLT 2 days after the task kick-off meeting.
4	Final architecture and Design Documentation (Update for each sprint)	Final document that describes the approach for implementing the Recalls Internet Surveillance Widget functionality. The document forms the basis for planning of the development and implementation phase.	<ul style="list-style-type: none"> • NLT 2 calendar days after sprint review. Sprint review shall be conducted NLT 2 days after the end of sprint.
5	Functional Testing Scripts and Test Results	<ul style="list-style-type: none"> • Functional testing is a set of instructions (either manual or automated) that will be performed to verify that the system functions as expected. • Test results are the documentation of the outcomes of instructions to validate that the Recalls Internet Surveillance Widget functionality is working as anticipated and described in the Functional and Technical Specifications Document. 	<ul style="list-style-type: none"> • NLT 30 calendar days before implementation • Testing scripts shall be documented in Team Foundation Server • Test results shall be documented in Team Foundation Server, or a format specified by the COR
6	Beta Testing	<ul style="list-style-type: none"> • Assist with Beta testing of the Widget 	<ul style="list-style-type: none"> • Per project schedule

TASK #	Deliverable Name	Deliverable Description	Due Date and Format (NLT-No Later Than, measured in calendar days)
		<ul style="list-style-type: none"> • Work with Firms to receive feedback and incorporate any changes required to the Widget 	
7	Training	<ul style="list-style-type: none"> • Provide hands on training for CPSC staff and Industry. Training for Industry could be provided via Webinar. • 	<ul style="list-style-type: none"> • NLT 5 calendar days after last sprint
8	Training materials and user guide	<ul style="list-style-type: none"> • A booklet of instructions, designed to demonstrate to training participants the information that will be delivered on how to use and/or administer the Recalls Internet Surveillance Widget system and related functionalities. • Documented instruction for website owners and developers on how to incorporate the Widget into their websites. 	<ul style="list-style-type: none"> • NLT 5 calendar days after last sprint
9	All source code and documentation	Version control source and documents in CPSC Git/TFS repository	<ul style="list-style-type: none"> • Source code: NLT 2 calendar days after each sprint. Documents: NLT 5 calendar days after each sprint.

11. GOVERNMENT-FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. The property shall be used and maintained by the Contractor in accordance with the HHS Contractors' Guide for Control of Government Property. The Contractor shall be responsible and accountable for all government property; either furnished or acquired, and ensure that this property is within their possession and control until formal return to CPSC, upon completion of the contract performance period. The following item(s) of Government property are hereby furnished to the Contractor:

The Government will supply:

- Computer hardware and software

- Physical office space
- Laptops with CPSC network and internet access (the Contractor shall not access the CPSC network or systems with Contractor hardware)
- Maintenance procedures
- CPSC Systems Development Lifecycle (SDLC)
- Microsoft Team Foundation Server (TFS)
- Git Server

12. SECURITY AND PRIVACY

(a) Agency rules of conduct that the Contractor and the Contractor's employees shall be required to follow:

In performing its duties related to management, operation, and/or access of systems containing sensitive PII under this contract, the Contractor, its employees and subcontractors shall comply with all applicable security requirements and rules of conduct as specified by the following:

1. Contractor employees must comply with agency personal identity verification (PIV) requirements in order to logically access Government systems.
2. System access granted under this contract is only for work required to perform official duties specified in the contract. The performance of any unrelated and/or unauthorized activity is prohibited.
3. Access to Government information systems (where applicable) will only be for the period stated in the contract. Thereafter, all accounts, passwords, and access associated with the contract will be terminated.
4. Disclosure of any system account information or system passwords to any unauthorized third-party is prohibited.
5. Exhibiting or divulging the content of any record or report to any person except in the performance of official duties specified in the contract is prohibited.
6. Using any data accessed with a Government system account for unauthorized purposes is prohibited.
7. No official record, report, database, or copy thereof, may be removed from Government premises or Government systems without prior written permission.
8. Contractor employees are prohibited from modifying, altering, or otherwise changing any Government system component or configuration except in the performance of official duties specified in the contract. Contractor employees are prohibited from issuing any system command or running any software, scripts, or programs on Government systems without prior authorization.
9. Contractor employees must not disclose sensitive or personal privacy-related information to

any unauthorized third-party.

10. Contractor must notify the Government Contracting Officer immediately upon the termination of any Contractor or subcontractor employee so that system accounts, remote access, or other forms of system access can be terminated.
11. The use of Contractor-owned laptops or other portable media storage devices to process, transmit, or store sensitive PII is prohibited under this contract [unless the Contractor is authorized to access Government systems through the agency's virtual desktop infrastructure environment].
12. The Contractor must notify the Government Contracting Officer and the agency's Information Systems Security Officer (ISSO) immediately upon the discovery—or suspected discovery—of any type of security incident, malicious activity, or data breach affecting or that might potentially affect the Government's network or specific systems.
13. Contractor employees with access to Government systems must agree to agency Rules of Behavior and shall complete annual security awareness training.

(b) A list of the anticipated threats and hazards that the Contractor must guard against.

The Contractor must use reasonable measures to guard against the following threats and hazards:

1. Unauthorized disclosure or use of sensitive system information—including system architecture, system configuration, system accounts, and system passwords.
2. Unauthorized disclosure or use of the contents of any information obtained from Government systems—including system records, system reports, or databases.
3. Unauthorized modification or alteration of any Government system component or configuration
4. Unauthorized circumvention, avoidance, or deception of any Government security system, measure, or control.
5. Unauthorized installation and/or use of hardware, software, firmware, portable media storage, or mobile devices on Government systems.
6. Unauthorized use of Government systems—including hardware, software, system accounts, Internet access, and email accounts—for activity which is not required to perform official duties under this contract.

(c) A description of the safeguards that the Contractor must specifically provide.

1. The Contractor shall limit access to any information related to this contract to those employees and subcontractors who require the information in order to perform their official duties under this contract.
2. The Contractor, Contractor employees, and subcontractors must physically secure PII when not in use and/or under the control of an authorized individual, and when in transit to prevent unauthorized access or loss.

3. When PII is no longer needed or required to be retained under applicable Government records retention policies, it must be destroyed through means that will make the PII irretrievable.
4. The Contractor shall only use PII obtained under the contract for purposes of the contract, and shall not collect or use such information for any other purpose without the prior written approval of the Contracting Officer.
5. At expiration or termination of this contract, the Contractor shall turn over to the Government, all PII obtained under the contract that is in its possession.
6. In the event of any actual or suspected breach of PII, the Contractor shall immediately report the breach to the Contracting Officer, the Contracting Officer's Technical Representative (COTR), and the agency's Information Systems Security Officer (ISSO).
7. In the event that a PII breach occurs as a result of the violation of a term of this contract by the Contractor or its employees, the Contractor shall, as directed by the Contracting Officer and at no cost to the Government, take timely action to correct or mitigate the violation, which may include providing notification and/or other identity protection services to affected persons for a period of at least 18 months from discovery of the breach. If the Government elects to provide and/or procure notification or identity protection services in response to a breach, the Contractor shall be responsible for reimbursing the Government for those expenses. The Contractor shall incorporate the substance of this clause, its terms and requirements in all subcontracts under this contract, and require written subcontractor acknowledgement of same. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

(d) Requirements for a program of Government inspection during performance of the contract that will ensure the continued efficacy and efficiency of safeguards and the discovery and countering of new threats and hazards.

Work to be performed under this contract requires the design, development, operation, or disposal of a Federally-controlled information system containing sensitive personally identifiable information or handling sensitive personally identifiable information. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of personally identifiable information, the Contractor shall permit the Government access to, and information regarding, the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases, when requested by the Government, as part of its responsibility to ensure compliance with privacy and security requirements. The Contractor shall otherwise cooperate with the Government in assuring compliance with such requirements. Government access shall include independent validation testing of controls, system penetration testing by the Government, Federal Information Security Management Act data reviews, and access by agency Inspectors General for its reviews.

Definitions.

"Personally Identifiable Information (PII)" means information that can be used to distinguish or trace a person's identity, such as his or her name, social security number, or biometric records,

that alone, or when combined with other personal or identifying information which is linked or linkable to a specific person, such as date and place of birth, or mother's maiden name.

“Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users, and for other than authorized purpose, have access or potential access to Personally Identifiable Information, whether physical or electronic.

CONTRACT CLAUSES

LC1A CONTRACTOR'S NOTE

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@cpsec.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 (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.

(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: Shiny Varghese
Division: Office Information Technology (EXIT)
Telephone: 301-504-7542
Email: SVarghese@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 9 Key Personnel

a. The following individuals, listed by name and title, have been identified as key personnel for performance under this contract:

[]

b. The personnel specified above and/or in the schedule of the contract are considered to be essential to the work being performed hereunder. If these individuals are unavailable for assignment for work under the contract, or it is anticipated that their level of involvement will be significantly different from the negotiated level, the Contractor shall immediately notify the Contracting Officer and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The Contracting Officer shall review, and may ratify in writing, such substitutions. Prior to substitution of key personnel, the Contractor shall obtain the written consent of the Contracting Officer.

(End of clause)

LC 13 Insurance

a. In accordance with the Federal Acquisition Regulation (FAR), Subparts 28.301 and 28.307-2, and Clause 52.228-5 of this contract entitled "Insurance-Work on a Government Installation," the Contractor shall at its own expense provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance set forth below:

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with

exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(3) Insurance Clause. The Contractor shall present evidence of insurance coverage in Compliance with (1) and (2) above within fifteen calendar days of award.

(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-F-16-0093. 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 29 In and Out-Processing Requirements

Contractor personnel performing on site must comply with all in- and out-processing requirements at the agency and shall sign a "Confidentiality/Record Agreement" prior to their departure.

(End of Clause)

LC 30 Security and Personal Identity Verification Procedures

a. The performance of this contract requires contractor employees to have access to CPSC facilities and/or systems. In accordance with Homeland Security Presidential Directive-12 (HSPD-12), all such employees must comply with agency personal identity verification (PIV) procedures. Contractor employees who do not already possess a current PIV Card acceptable to the agency shall be required to provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check prior to being permitted access to any such facility or system. CPSC may accept PIV issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to a CPSC facility or system without approval under the PIV process.

b. Contractor employees must meet the following citizenship requirements:

1. A United States (U.S.) citizen; or,
2. A national of the United States (see 8. U.S.C. 1408); or,

3. An alien lawfully admitted into the United States for permanent residence as evidenced by an alien Registration Receipt Card form I-151

c. Within five (5) days after contract award, the contractor shall provide a list of contractor personnel, including full name, social security number, and place (city and state) and date of birth to the designated Contracting Officer Representative(COR). This information will be used to determine whether personnel have had a recent Federal background investigation and whether or not further investigation is required.

d. For each contractor employee subject to the requirements of this clause and not in possession of a current PIV Card acceptable to CPSC, the contractor shall submit the following properly-completed forms: Electronic Standard Form (SF) 85 or 85-P, "Questionnaire for Non-sensitive Positions", SF (87) Fingerprint Chart, Optional Form (OF) 306 and a current resume. The SF-85 is available from the Office of Personnel Management's (OPM) secure website. The CPSC Office of Human Resources will provide the COR with the other forms that are not obtainable via the internet.

e. The contractor shall complete the electronic security form and deliver the other completed forms indicated in paragraph d above to the COR within five (5) days of written notification from the COR of those contractor employees requiring background investigations.

f. Upon completion of the investigation, the COR will notify the contractor in writing of all investigation determinations. If any contractor employees are determined to be unsuitable to be given access to CPSC, the contractor shall immediately provide identical information regarding replacement employees. The contractor is responsible for providing suitable candidates and fulfilling staffing requirements under the contract so that there is no break in service. This approval process applies to contract start up and any required replacement personnel. Failure to prequalify potential replacement personnel will not serve as an excuse for failure to provide performance. Non performance due to failure to provide suitable contractor employees may result in a Termination for Cause or Default.

g. CPSC will issue a PIV Card to each on site contractor employee who is to be given access to CPSC facilities and systems. The employee will not be given access prior to issuance of a PIV card. CPSC may revoke a PIV Card at any time if an investigation or subsequent investigation reveals that the personnel are unsuitable.

h. PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a CPSC facility, and shall present cards for inspection upon request by CPSC officials or security personnel. The contractor shall be responsible for all PIV Cards issued to the contractor's employees and shall immediately notify the COR if any PIV card(s) cannot be accounted for.

i. CPSC shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to CPSC facilities and systems. The COR will notify the contractor immediately when CPSC has determined that an employee is unsuitable or unfit to be permitted access. The contractor shall immediately notify such employee that he/she no longer has access, shall remove the employee and shall provide a suitable replacement in accordance with contract requirements and the requirements of this clause.

j. By execution of this contract, the contractor certifies that none of the employees working under this contract have been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years. During contract performance the contractor shall immediately notify CPSC if one of its employees working under this contract has been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five years.

k. The Government reserves the right to have removed from service any Contractor employee for any of the following:

1. Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.

2. Falsification of information entered on security screening forms or other documents submitted to the Government.

3. Improper conduct during performance of the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.

4. Any behavior judged to be a threat to personnel or property.

l. The COR shall be responsible for proper separation of contractor employees at the Consumer Product Safety Commission. The COR shall ensure that each contractor employee completes CPSC's official out processing procedures. The contractor employee shall report to the CPSC Facilities Security Specialist to obtain a Contractor Employee Accountability and Clearance Record. This record shall be completed as part of the official out-processing procedures and returned along with the PIV card, key fobs, keys and any other previously issued material.

m. Contractor employees shall comply with applicable Federal and CPSC statutes, regulations, policies and procedures governing the security of the facilities and system(s) to which the contractor's employees have access.

n. Failure on the part of the contractor to comply with the terms of this clause may result in termination of this contract for cause or default.

o. The contractor shall incorporate this clause in all subcontracts.

(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 protected 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)

LC 32 Standards of Conduct

1. Government contractors must conduct themselves with the highest degree of integrity and honesty. Contractors shall have standards of conduct and internal control systems that:
 - a. Are suitable to the size of the company and the extent of their involvement in Government contracting,
 - b. Promote such standards,
 - c. Facilitate timely discovery and disclosure of improper conduct in connection with Government contracts, and
 - d. Ensure corrective measures are promptly instituted and carried out.

2. By submitting a proposal in response to this solicitation and under award of any resultant contract, the Contractor agrees to employ standards of conduct and internal control systems, which shall include, but are not necessarily limited to the following.
The contractor shall provide, for all employees:
 - a. A written code of business ethics and conduct and an ethics training program
 - b. Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with standards of conduct and the special requirements of Government contracting;
 - c. A mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
 - d. Internal and/or external audits, as appropriate;
 - e. Disciplinary action for improper conduct;
 - f. Timely reporting to appropriate Government officials of any suspected or possible violation of law in connection with Government contracts or any other irregularities in connection with such contracts; and
 - g. Full cooperation with any Government agencies responsible for either investigation or corrective actions.
 - h. A copy of the written code of ethics and information regarding the above shall be made available to the Government upon request.

(End of Clause)

LC 33 Contractor Personnel

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)

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)

52.227-13 Patent Rights—Ownership by the Government.

PATENT RIGHTS—OWNERSHIP BY THE GOVERNMENT (DEC 2007)

(a) **Definitions.** As used in this clause—

“Invention” means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

“Made” means—

(1) When used in relation to any invention other than a plant variety, means the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, means that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

“Practical application” means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

“Subject invention” means any invention of the Contractor made in the performance of work under this contract.

(b) **Ownership.**

(1) Assignment to the Government. The Contractor shall assign to the Government title throughout the world to each subject invention, except to the extent that rights are retained under paragraphs (b)(2) and (d) of this clause.

(2) Greater rights determinations.

(i) The Contractor, or an employee-inventor after consultation with the Contractor, may request greater rights than the nonexclusive license provided in paragraph (d) of this clause. The request for a greater rights must be submitted to the Contracting Officer at the time of the first disclosure of the subject invention pursuant to paragraph (e)(2) of this clause, or not later than 8 months thereafter, unless a longer period is authorized in writing by the Contracting Officer for good cause shown in writing by the Contractor. Each determination of greater rights under this contract normally shall be subject to paragraph (c) of this clause, and to the reservations and conditions deemed to be appropriate by the agency.

(ii) Upon request, the Contractor shall provide the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention in any country for which the Contractor has retained title.

(iii) Upon request, the Contractor shall furnish the agency an irrevocable power to inspect and make copies of the patent application file.

(c) Minimum rights acquired by the Government.

(1) Regarding each subject invention to which the Contractor retains ownership, the Contractor agrees as follows:

(i) The Government will have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(ii) The agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c) and in accordance with the procedures set forth in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of the contract award.

(iii) Upon request, the Contractor shall submit periodic reports no more frequently than annually on the utilization, or efforts to obtain utilization, of a subject invention by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and any other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (c)(1)(ii) of this clause. To the extent data or information supplied under this section is considered by the Contractor, or its licensees, or assignees to be privileged and confidential and is so marked, the agency, to the extent permitted by law, will not disclose such information to persons outside the Government.

(iv) When licensing a subject invention, the Contractor shall—

(A) Ensure that no royalties are charged on acquisitions involving Government funds, including funds derived through a Military Assistance Program of the Government or otherwise derived through the Government;

(B) Refund any amounts received as royalty charges on a subject invention in acquisitions for, or on behalf of, the Government;

(C) Provide for this refund in any instrument transferring rights in the subject invention to any party.

(v) When transferring rights in a subject invention, the Contractor shall provide for the Government's rights set forth in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause.

(2) Nothing contained in paragraph (c) of this clause shall be deemed to grant to the Government rights in any invention other than a subject invention.

(d) Minimum rights to the Contractor.

(1) The Contractor is hereby granted a revocable, nonexclusive, paid-up license in each patent application filed in any country on a subject invention and any resulting patent in which the Government obtains title, unless the Contractor fails to disclose the subject invention within the times specified in paragraph (e)(2) of this clause. The Contractor's license extends to any of its domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency except when transferred to the successor of that part of the Contractor's business to which the subject invention pertains.

(2) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(3) When the Government elects not to apply for a patent in any foreign country, the Contractor retains rights in that foreign country to apply for a patent, subject to the Government's rights in paragraph (c)(1) of this clause.

(e) Invention identification, disclosures, and reports.

(1) The Contractor shall establish and maintain active and effective procedures to educate its employees in order to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters. The procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show the procedures for identifying and disclosing subject inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of these procedures for evaluation and for a determination as to their effectiveness.

(2) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or, if earlier, within 6 months after the Contractor becomes aware that a subject invention has been made, but in any event before any on sale (i.e., sale or offer for sale), public use, or publication of the subject invention known to the Contractor. The disclosure shall identify the contract under which the subject invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure

shall also identify any publication, on sale, or public use of the subject invention and whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(3) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or a longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period, and stating that all subject inventions have been disclosed (or that there are none) and that the procedures required by paragraph (e)(1) of this clause have been followed.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were none, and listing all subcontracts at any tier containing a patent rights clause or stating that there were none.

(4) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (e)(2) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(5) Subject to FAR 27.302(i), the Contractor agrees that the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause.

(f) Examination of records relating to inventions.

(1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether—

(i) Any inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by paragraphs (e)(1) and (e)(4) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) The Contractor shall disclose to the Contracting Officer, for the determination of ownership rights, any unreported invention that the Contracting Officer believes may be a subject invention.

(3) Any examination of records under paragraph (f) of this clause will be subject to appropriate conditions to protect the confidentiality of the information involved.

(g) Withholding of payment. (This paragraph does not apply to subcontracts.)

(1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of this contract, whichever is less, shall have been set aside if, in the Contracting Office's opinion, the Contractor fails to—

- (i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to paragraph (e)(1) of this clause;
- (ii) Disclose any subject invention pursuant to paragraph (e)(2) of this clause;
- (iii) Deliver acceptable interim reports pursuant to paragraph (e)(3)(i) of this clause; or
- (iv) Provide the information regarding subcontracts pursuant to paragraph (i)(4) of this clause.

(2) The Contracting Officer will withhold the reserve or balance until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) The Contracting Officer will not make final payment under this contract before the Contractor delivers to the Contracting Officer, as required by this clause, all disclosures of subject inventions, an acceptable final report, and all due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized. The Contracting Officer will not withhold any amount under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment shall not be construed as a waiver of any Government rights.

(h) Preference for United States industry. Unless provided otherwise, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement may be waived by the agency upon a showing by the Contractor or assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that, under the circumstances, domestic manufacture is not commercially feasible.

(i) Subcontracts.

(1) The Contractor shall include the substance of the patent rights clause required by FAR Subpart 27.3 in all subcontracts for experimental, developmental, or research work. The prescribed patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the event of a refusal by a prospective subcontractor to accept the clause, the Contractor—

- (i) Shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter; and

(ii) Shall not proceed with such subcontract without the written authorization of the Contracting Officer.

(3) In subcontracts at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by the patent rights clause constitute a contract between the subcontractor and the agency with respect to those matters covered by this clause.

(4) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and, no more frequently than annually, a listing of the subcontracts that have been awarded.

(End of clause)

52.239-1 Privacy or Security Safeguards.

PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)