

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. RESOLUTION NUMBER REQ-4400-16-0012		PAGE OF 1 / 26	
2. CONTRACT NO. CPSC-S-16-0061	3. AWARD EFFECTIVE DATE 09/29/2016	4. ORDER NUMBER	5. SOLICITATION NUMBER
7. FOR SOLICITATION INFORMATION CALL:		8. NAME Cassandra Sterba	9. TELEPHONE NUMBER (No. ext. call) 301-504-7837

8. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION 4330 EAST WEST HIGHWAY BETHESDA MD 20814		10. THIS ACQUISITION IS: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: WOMEN-OWNED SMALL BUSINESS (WOMEN) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROVISION <input type="checkbox"/> EDWOMB <input type="checkbox"/> WIA NAICS: 541712 G.2B STANDARD: 500
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11. DELIVERY FOR FOS DESTINATION UNLESS BLOCK 12 MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30	13a. THIS CONTRACT IS A HATED ORDER UNDER DFAS (15 CFR 706) <input type="checkbox"/>	13b. RATING
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16. DELIVER TO CONSUMER PRODUCT SAFETY COMMISSION DIRECTORATE FOR ECONOMIC ANALYSIS 4330 EASTWEST HIGHWAY ROOM 723-02 BETHESDA MD 20814	18. ADMINISTERED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814
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17a. CONTRACTOR/OFFEROR UNIVERSITY OF NORTHERN IOWA OFFICE OF RESEARCH AND SPONSORED PR 213 EAST BARTLETT HALL CEDAR FALLS IA 50614-0001	18a. PAYMENT WILL BE MADE BY CPSC Accounts Payable Branch AMC 160 P. O. Box 25710 Oklahoma City OK 73125
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TELEPHONE NO. _____

17b. CHECK IF RESIDENCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 BY A DOENHUB

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: _____ COR: Khalisa Phillips Phone: 301-987-2592 Email: KPhillips@cpsc.gov The contractor shall provide Playground Impact Attenuation Testing services on a firm-fixed-price basis in accordance with their quote dated 8/22/2016 and the revised quote submitted 9/27/2016, the attached Statement of Work, and the attached terms and conditions. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA 0100A16DSE-2016-2266600000-EXHR004400-252B0	26. TOTAL AWARD AMOUNT (For Govt. Use Only) 5600,781.69
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212.5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

29. AWARD OF CONTRACT **Revised Quote** OFFER DATED **09/27/2016** YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF OFFEROR (Type or print) Tolif Hunt, Director Office of RSP	30c. DATE SIGNED 09/29/2016	31b. NAME OF CONTRACTING OFFICER (Type or print) Eddie Ahmad	31c. DATE SIGNED 9/29/16
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>The funded amount of the award is \$600,781.69. The contractor is limited to the funded amount of the order and shall not exceed the obligated funding without a contract modification. The full value of this award, if all options are exercised, is \$4,342,454.21.</p> <p>Period of Performance: 09/29/2016 to 09/27/2017</p> <p>Playground Impact Testing - 100 Sites</p> <p>The Contractor shall conduct a hands-on sampling of safety hazards related to playground surfacing and impact attenuation testing on playgrounds with a variety of surfacing materials in accordance with the attached SOW.</p> <p>Period of Performance: 09/28/2016 to 09/27/2017</p>				600,781.69
0002	<p>BASE PERIOD OPTIONAL SITES - September 29, 2016 through September 28, 2017</p> <p>Additional 100 Sites - \$302,722.50 Additional 200 Sites - \$615,506.30 Additional 300 Sites - \$902,372.62 Amount: \$902,372.62 (Option Line Item)</p> <p>Continued ...</p>				0.00

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
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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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (YY/MM/DD)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
CPSC-S-16-0061

PAGE OF
3 26

NAME OF OFFEROR OR CONTRACTOR
UNIVERSITY OF NORTHERN IOWA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	OPTION PERIOD 1 - September 29, 2017 through September 28, 2018. Price 100 Sites - \$505,497.24 Price 200 Sites - \$808,219.73 Price 300 Sites - \$1,111,259.07 Price 400 Sites - \$1,413,664.73 Amount: \$1,413,664.73 (Option Line Item)				0.00
0004	OPTION PERIOD 2 - September 29, 2018 through September 28, 2019 Price 100 Sites - \$517,467.67 Price 200 Sites - \$820,190.17 Price 300 Sites - \$1,122,912.29 Price 400 Sites - \$1,425,635.17 Amount: \$1,425,635.17 (Option Line Item)				0.00
	The total amount of award: \$4,342,454.21. The obligation for this award is shown in box 26.				

Statement of Work Playground Impact Testing

1. Description of Services

The Contractor shall conduct a hands-on sampling of safety hazards related to playground surfacing and impact attenuation testing on playgrounds with a variety of surfacing materials.

2. Contract Type

This procurement is a firm-fixed price contract that includes a base and two (2) option years. This is a non-personal service contract.

3. Background

The U.S. Consumer Product Safety Commission (CPSC) is charged with finding ways to identify and address safety hazards with playground equipment and surfacing materials in order to reduce injuries and deaths to children. Over 200,000 children per year are treated in emergency rooms throughout the United States for injuries sustained on playgrounds, with falls accounting for the largest (44%) percentage of injuries (National Electronic Injury Surveillance System, NEISS; O'Brien, 2009). The U.S. Consumer Product Safety Commission (CPSC) is charged with finding ways to identify and address safety hazards in order to reduce injuries and deaths to children as a result of interacting with playground equipment and surfacing materials. Since 1981, CPSC staff has maintained safety information for playgrounds in the form of guidelines, the CPSC *Public Playground Safety Handbook*. Additionally, CPSC staff actively participates in the development of voluntary standards for playgrounds such as ASTM F1292-09, *Impact Attenuation of Surface Systems Under and Around Playground Equipment* and ASTM F1487 *Standard Consumer Safety Performance Specification for Playground Equipment for Public Use*.

The surfacing under and around playground equipment is one of the most important factors in reducing the likelihood of life-threatening head injuries. A fall onto a properly maintained shock absorbing surface is less likely to cause a serious head injury than a fall onto a hard surface. Appropriate loose fill playground surfacing includes wood mulch, wood chips, pea gravel, sand, rubber mulch and other manufactured fills. Unitary surfacing includes rubber mats, tiles or a combination of energy-absorbing materials held in place by a binder that may be poured in place at the playground site.

Since the *Development of Human Factors Criteria for Playground Equipment Safety* report was produced in 1990, there have been many changes to the types of playground surfacing that have come onto the market, and the use of recycled rubber products (including crumb rubber) has become more widespread.

CPSC staff does not know the proportion of playgrounds that are compliant with ASTM F1292-09, *Impact Attenuation of Surface Systems Under and Around Playground Equipment*. This is particularly the case for loose fill materials, which has a tendency to be displaced around heavy use areas (under swings, slides, etc.). There is a need for more information on the displacement of loose fill materials, adequacy of maintenance efforts, and how this translates to impact attenuation. Results may also be used to inform future updates to the current (2010) version of the CPSC *Public Playground Safety Handbook*.

4. Objectives

The objective of the project is to assess the safety and maintenance status of a variety of playground surfacing materials nationwide, and to determine how the results translate into fall impact attenuation.

1. Develop a work plan to assess the safety of a nationally representative sample of public playgrounds
2. Develop a safety checklist for identifying safety concerns with playground equipment and surfacing
3. Conduct testing and evaluation on a nationally representative sample of playgrounds
4. Document work plan and testing results

5. Definitions

1. Public playground – in this contract, the term “public playground” means a playground that is –

(A) open to the public generally, whether for a fee or free of charge;

(B) open exclusively to—

(i) members of an organization and their guests;

(ii) residents of a multi-unit apartment building, apartment complex, residential real estate development, or other multi-family residential area (other than a municipality, township, or other local government jurisdiction); or

(iii) patrons of a hotel or other public accommodations facility; or

(C) operated by the Federal Government (or by a concessionaire on behalf of the Federal Government) for the benefit of members of the Armed Forces and their dependents or employees of any department or agency and their dependents.

6. Specific Tasks

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.

Specifically, the Contractor shall perform the following tasks, with input from the CPSC Contracting Officer's Representative:

- a. Examine the following CPSC-furnished documents:
 1. *The Public Playground Safety Handbook* (2010), available at <http://www.cpsc.gov/pagefiles/122149/325.pdf>
 2. The COMSIS Corporation Report to the CPSC (1990), entitled *Development of Human Factors Criteria for Playground Equipment Safety*, available at <http://www.cpsc.gov/en/Research--Statistics/Sports--Recreation/Playgrounds-/Playground-Technical-Reports-/>
 3. *CPSC Injuries and Investigated Deaths Associated with Playground Equipment*, 2001-2008 (O'Brien, 2009, or any successor document), available at <https://www.cpsc.gov/PageFiles/108596/playground.pdf>

- b. Review the following ASTM International voluntary standards for playgrounds, available for purchase at www.astm.org:
 1. *ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.*
 2. *ASTM F2075 Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.*
 3. *ASTM F2223 Standard Guide for ASTM Standards on Playground Surfacing.*
 4. *ASTM F2479 Standard Guide for Specification, Purchase, Installation and Maintenance of Poured-In-Place Playground Surfacing.*
 5. *ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.*
 6. *ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.*

- c. The Contractor shall construct a sampling frame (list to sample from) from which to select a nationally representative probability sample from selected U.S. Census Bureau tracts, block groups, or another existing federal source (e.g., the Environmental Protection Agency, Department of Education, the National Park Service, and/or the Department of Agriculture). The Contractor shall provide the proposed list of playgrounds and sampling methodology to the COR for approval and input. The total number of playgrounds tested to be considered a nationally representative sample is no less than 400, although the Government may elect a smaller sample size based on availability of funding and program requirements.

- d. The Contractor shall develop a safety checklist for assessing hazards related to playground equipment and surfacing (e.g., fall heights from tallest equipment, deterioration/displacement of loose fill surfacing and guarding with rubber mats under heavy use areas, types and ages of surfacing materials, maintenance activities, etc.) in coordination with the COR. The Contractor shall make every effort to identify the manufacturer and model of the playground equipment and surfacing (if applicable). Reference the (2010) CPSC *Public Playground Safety Handbook*, particularly Sections: 2.4 Surfacing, 3 Playground Hazards, 4 Maintaining A Playground, and Appendix A: Suggested General Maintenance Checklist.

- e. Prior to testing, the Contractor shall develop a test plan for conducting impact attenuation testing against the requirements specified in ASTM F1292-09 *Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment*. The Contractor shall include the following elements in the test plan and submit it to the COR for review:
 - 1. Surfacing materials used: shredded rubber, poured-in place rubber, engineered wood fiber, wood mulch, and other
 - 2. The number of test sites most representative of the play area
 - 3. The number of impact tests per playground
 - 4. A description of the process used to select impact sites at a particular playground
 - 5. Approach for capturing test results in reference to nearby playground equipment, to include 1) color photographs showing the entire playground and surfacing from multiple views, 2) at least one color photograph showing a close-up of the impact location that includes the test equipment and a portion of the playground equipment, and 3) relevant distance measurement(s) to the nearest playground equipment and a short description of the equipment.
 - 6. All data required by ASTM F1292-13 Section 8.7 Equipment Performance Verification
 - 7. Each test report should include data requested by ASTM F1292-13 Section 8.6 System Integrity Check
 - 8. Each test report shall include ambient temperature, relative humidity, and time of day; ambient temperature readings between 40 to 85-degrees Fahrenheit are acceptable levels
 - 9. Each test report shall include digital color photographs in electronic format to support documentation

- f. The Contractor shall obtain written access to examine the playground for safety hazards and conduct impact attenuation testing; **no names of parks shall be publicly released or used for enforcement purposes by the CPSC**. The results may be released to the supervising activity of the park tested, upon request.

- g. Once the test plan has been approved and access to the playground has been obtained, the Contractor shall conduct pilot testing on two separate playgrounds and send draft reports of results to the COR before proceeding with further testing; the pilot test data can be used as part of the data set if all requirements are met per approval by the COR.
- h. The Contractor shall conduct impact attenuation testing of playground surfacing and administer the safety checklist on the number of playgrounds commensurate with the level of effort identified by the Government. The testing shall be scalable to a level of effort of 100 playgrounds, 200 playgrounds, 300 playgrounds, or 400 playgrounds, based on the discretion of the Government as to the required sample size in any given period of performance.
- i. The Contractor shall prepare a report that summarizes the work and all results of the safety checklist and impact testing. In particular, the Contractor shall conduct analyses to obtain estimates and prepare visual charts, bar graphs, and/or tables as needed to illustrate the results, and will summarize findings in the form of a written report.
- j. The Contractor shall supply a copy of all data in both raw and tabular format.

7. Resources

The Contractor shall be responsible for the personnel, supplies, equipment and travel expenses required for the completion of all tasks under the project.

8. Reporting Requirements

The Contractor shall submit the following reports to the CPSC Contracting Officer's Representative (COR), with a copy of the cover letter to the Contracting Officer:

- a. Monthly Status Reports:
 - 1. Format – the report shall be e-mailed to CPSC
 - 2. Content – the report must contain the following:
 - i. State of project and new developments
 - ii. Problems and proposed solutions
 - iii. A broad description of testing schedule and completion
- b. Oral/Written Reports:
 - 1. The Contractor(s) shall communicate by telephone, facsimile, email and letter as needed with the CPSC Contracting Officer's Representative.
 - 2. The Contractor(s) shall perform a presentation orally explaining the results of their study.
- c. Draft and Final Reports:
 - 1. Format – the final report shall be in the following format (electronic):

- a) Typed cover with the following information:
 - a. The contract pursuant to which the report is prepared and
 - b. The name of the authors preparing the report pursuant to such contract.
 - b) Table of contents
 - c) Print size – 8.5 x 11
 - d) In Microsoft Word and in PDF file format
2. Content – the report(s) shall contain the following:
- a) Project Outline/Study Plan. The plan shall define the project, including timeline scheduling details, preliminary outline of the report, and preliminary contacts for information requests.
 - b) Final Report. The final report shall contain the final conclusions and detail the results of the project.

9. Key Deliverables

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

<i>Deliverable</i>	<i>Deadline</i>
Kick-off meeting with Contractor and CPSC Contracting Officer’s Representative (COR)	NLT September 30, 2016
Draft of safety checklist	NLT 30 calendar days after contract start date.
Monthly Status Report	NLT 15 th of each month.
Draft of impact attenuation testing plan	NLT 30 calendar days after contract start date.
Nationally representative list of public playgrounds	NLT 120 calendar days after contract start date.
Completion of surface testing	NLT 9 months after start of period of performance.
Draft of report summarizing work plan and test results	NLT 11 months after start of period of performance.
Final draft of report incorporating feedback	NLT 12 months after start of period of performance.
Raw and tabulated data from safety checklist and impact attenuation testing.	NLT 12 months after start of period of performance.

Option Period Deliverables – Testing and reports shall be conducted annually, with the Contractor providing additional monthly status reports, testing, a draft report, a final report, and the raw data in option periods, if they are exercised. The options will be exercised at the level of effort selected by the Government of 100 tests, 200 tests, 300 tests, or 400 tests.

10. Review and Acceptance of Deliverables

- a. The CPSC Contracting Officer's Representative will review all materials submitted for approval within five (5) calendar days of receipt.
- b. Acceptance/rejection by the CPSC Contracting Officer's Representative will be transmitted to the Contractor, in writing, within five (5) calendar days after review of services/materials.
- c. Acceptance/rejection will be based on conformance with this statement of work
- d. Upon submission of any contract deliverable, including reports specified in Section 7, REPORTING REQUIREMENTS, the Contractor shall submit to the Contracting Officer's Representative a copy of the dated cover letter transmitting such deliverable.

11. Period of Performance

The resulting award will include a base period of one year from date of award, with two option periods of one year each.

12. Contracting Officer's Representative Designation

- a. Khalisa Phillips, P.h.D., of the Division of Human Factors, has been designated as the Government's Contracting Officer's Representative. She may be reached at 301-987-2592.
- b. The Contracting Officer's Representative is responsible for:
 1. Monitoring the technical progress, and
 2. Performing technical evaluation and approval as required, assisting the Contractor(s) in the resolution of technical problems encountered during performance.
- c. The Contracting Officer's Representative is not authorized to and shall not:
 1. Make changes in the scope of work, schedules, and/or specifications to meet changes and requirements,
 2. Direct or negotiate any change in the terms, conditions, or amounts cited in the Contract, and
 3. Take any action that could commit the Government or could lead to a claim against the Government.

13. Key Personnel

At a minimum, the Contractor shall have three years' experience conducting playground surface testing for installed surfaces, according to ASTM 1292-13, Section 16-19, INSTALLED SURFACE PERFORMANCE TEST (Field Test). Contractor and key personnel must have conducted at least 12 surface tests each year for the past three years. The Contractor shall also have one years' experience in survey design and analysis. The personnel identified by the Contractor(s) in their quote are considered to be essential to the work being performed hereunder. If the individual(s) is/are unavailable for assignment for work under the contract, or it is anticipated that the level of involvement will be significantly different from the proposed level, the Contractor shall immediately notify the Contracting Officer and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the succeeding personnel provided that the Contracting Officer may authorize in writing such substitution and such authorization shall constitute the consent of the Contracting Officer. No changes in personnel shall be made without authorization from the Contracting Officer.

14. Disclosure of Information

The Contractor(s) 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. 2055(b)), Commission regulations (16 C.F.R. Part 1101), and a Commission directive (Order 1450.2). These provisions restrict disclosure 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 information and comply with applicable restrictions.

15. 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 or from the other company itself; 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. 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.
- b. 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.
- c. 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. The Contractor shall maintain a log to reflect each entry to the safe or cabinet.

- d. The Contractor shall provide to the CPSC Division of Procurement Services, and keep current, a list of employees to execute an affidavit as set forth in the Affidavit of Nondisclosure; the original and one copy of each affidavit shall be sent to the CPSC Contracting Officer.
- e. A site inspection of the Contractor's security measures for confidential information may be performed by the CPSC Contracting Officer's Representative prior to award, and periodically during performance, as deemed necessary by the CPSC Contracting Officer's Representative.

CLAUSES:

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items. (JUN 2016)

(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) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) 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:

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 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.)

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

(5) [Reserved].

(6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).

(9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).

- __ (10) [Reserved].
- __ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- __ (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]
- __ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Nov 2011).
- __ (iii) Alternate II (Nov 2011).
- __ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- __ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- _X_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2015) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- __ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- __ (iv) Alternate III (Oct 2015) of [52.219-9](#).
- __ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- __ (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\(d\)\(4\)\(F\)\(i\)](#)).
- __ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- _X_ (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 Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- __ (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\(m\)](#)).
- _X_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- __ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- _X_ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- _X_ (28) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
- _X_ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- _X_ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- _X_ (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- _X_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

X (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) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

___ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

___ (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Oct 2015) of [52.223-13](#).

___ (39)(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](#).

___ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

___ (41)(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](#).

X (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

___ (43) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

___ (44) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).

___ (45) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

___ (46)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (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](#).

___ (47) [52.225-5](#), Trade Agreements (FEB 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

X (48) [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).

___ (49) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

___ (50) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (51) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___ (52) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (53) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (54) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (55) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (56) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

X (57) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (58)(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:

___ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

___ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

___ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (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.

(e)(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 (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(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)

(v) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(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](#).

(x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(xi)

[52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).

(xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xiv) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).

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

(xvi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(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)

52.217-8 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 3 days of expiration.

(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 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 three years.

(End of clause)

52.227-14 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)

LC1A CONTRACTOR'S NOTE

Deliveries and/or shipments shall not be left at the Loading Dock. All deliveries shall be considered "inside deliveries" to the appropriate room at the Consumer Product Safety Commission (CPSC) and in accordance with the instructions below. When scheduling deliveries the purchase order number shall always be referenced and all packages shall clearly display the

Purchase Order Number on the outside of the cartons and/or packages, to include the packing slip.

ATTENTION GOVERNMENT VENDOR

A. DELIVERY INSTRUCTIONS:

1. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

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

LOADING DOCK HOURS OF OPERATION:

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

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

Facilities Management Support Services (301) 504-7091 and

The COR – See Page 1 of Award.

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

2. DELIVERY INSTRUCTION FOR SMALL ITEMS

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

MAIL ROOM HOURS OF OPERATION:

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

B. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or

invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

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

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

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.

C. PAYMENT

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

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to 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.

D. INSPECTION & ACCEPTANCE PERIOD

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

E. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Contract specialist Cassandra Sterba at (301) 504-7837

F. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

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

The receiving report shall be retained by the requesting office for confirmation when certifying invoices.

G. PROPERTY/EQUIPMENT PURCHASES

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

Khalisa Phillips
Phone: 301-987-2592
Email: KPhillips@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 24 NONDISCLOSURE OF ANY DATA DEVELOPED UNDER THIS CONTRACT

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

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

(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)