

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1 REQUISITION NUMBER REQ-4310-16-0293		PAGE OF 1 16	
2. CONTRACT NO. GS-10F-0332Y		3. AWARD/EFFECTIVE DATE 09/22/2016	4. ORDER NUMBER CPSC-F-16-0096		5. SOLICITATION NUMBER CPSC-Q-16-0098		8. SOLICITATION ISSUE DATE 08/31/2016
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Derrick Braswell		b. TELEPHONE NUMBER (No collect calls) (301) 504-7310		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814			CODE FMPS	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE. 100.00 % 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"/> 8(A) NAICS: SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CONSUMER PRODUCT SAFETY COMMISSION DIV OF HAZARD & INJURY DATA SYS 4330 EAST WEST HIGHWAY ROOM 502-C BETHESDA MD 20814		CODE EPDS	16. ADMINISTERED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814				
17a. CONTRACTOR/OFFEROR KARNA LLC 2987 CLAIRMONT RD STE 205 ATLANTA GA 30329-1687		CODE [REDACTED]	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CPSC Accounts Payable Branch AMZ 160 P. O. Box 25710 Oklahoma City OK 73125			
TELEPHONE NO				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: [REDACTED] Contracting Officer Representative (COR): Tom Schroeder Email: TSchroeder@cpsc.gov Tel: 301-504-7431 The contractor shall provide all labor, equipment, materials and services necessary to code NEISS external causes of morbidity for a period of one (1) year effective September 23, 2016 through September 22, 2017 in accordance (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA 0100A16DSE-2016-1117900000-EXHR004310-252E0						26. TOTAL AWARD AMOUNT (For Govt Use Only) \$268,802.52	
<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 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.				<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:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Cassandra C. Sterba		31c. DATE SIGNED 9-22-2016	

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	with the GSA Schedule (GS-10F-0332Y) and the attached statement of work (SOW). Code ICD-10-CM External Cause codes for 25,000 NEISS records The total amount of award: \$268,802.52. The obligation for this award is shown in box 26.	1	LS	268,802.52	268,802.52

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 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR 36. PAYMENT 37. CHECK NUMBER
 PARTIAL FINAL COMPLETE PARTIAL FINAL

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

Statement of Work (SOW) – NEISS External Cause Coding

1. OVERVIEW

In accordance with the Statement of Work, the Contractor shall independently code external causes of morbidity using the World Health Organization's International Classification of Diseases, 10th Revision, Clinical Modification (ICD-10-CM) for data from the National Electronic Injury Surveillance System (NEISS).

2. BACKGROUND INFORMATION

The NEISS consists of a national probability sample of approximately 96 hospitals, drawn from all the U.S. general hospitals with 24-hour emergency service. The sample is stratified based on size and geographic location. Size is categorized by the annual number of emergency department visits reported by the hospital. There is also a separate stratum for children's hospitals. Information is collected by CPSC from the NEISS hospitals on all product-related injuries treated in the hospital emergency department.

In 2000, the NEISS was expanded in a 2/3rds subsample known as the NEISS-All Injury Program (NEISS-AIP) to collect all trauma-related visits to the hospitals emergency departments. This expansion is funded by other federal agencies, including the Centers for Disease Control and Prevention (CDC), to collect data on injuries outside of CPSC's jurisdiction such as work-related and motor vehicle injuries, assaults, adverse drug effects, etc.

The injury information on the approximately 780,000 records collected through the NEISS and NEISS-AIP in a given year is weighted based on the sample designs and used to make national estimates on injuries treated in hospital emergency departments.

On a daily or regular basis, a hospital coder reviews all charts of persons who went through the emergency department. A core set of variable information is collected for every case determined to be reportable under the NEISS reporting rules. These variables are:

- Treatment date
- Case number
- Age / Date of Birth
- Sex
- Race
- Injury diagnosis
- Body part most severely injured
- Injury disposition
- Location of injury event
- Intentionality
- Work-relatedness
- Product(s) involved
- Narrative – verbatim comment of injury scenario

The coding is done based on CPSC NEISS coding guidelines. Most of these guidelines and codes are unique to the NEISS. However, The National Center for Health Statistics (NCHS), the Federal agency responsible for use of the International Statistical Classification of Diseases and Related Health Problems, has developed a clinical modification of the classification for morbidity purposes (the 10th revision (“ICD-10-CM”). The ICD-10-CM is used to code and classify mortality data from death certificates, having replaced ICD-9 for this purpose as of January 1, 1999. ICD-10-CM was planned as the replacement for ICD-9-CM, volumes 1 and 2. On July 31, 2014, the U.S. Department of Health and Human Services issued a final rule finalizing October 1, 2015 as the new compliance date to transition to the ICD-10 code sets.

Other federal health interview surveys such as the National Center for Health Statistics (NCHS) National Hospital Ambulatory Medical Care Survey (NHAMCS) collect similar types of data as the NEISS and NEISS-AIP. As hospitals transition to ICD-10-CM coding of morbidity (injury) data, so too will these federal surveys.

3. OBJECTIVE

The objective of this contract is to increase the ability of users of the NEISS and NEISS-AIP data to classify the injury data using the ICD-10-CM standard coding scheme and compare and/or enhance the estimates on these data with estimates from other federal surveys reporting similar data.

It is unreasonable under current funding limitations to have all the NEISS and NEISS-AIP data ICD-10-CM coded by an outside contractor or current staff. On-site CPSC contractors do code the mechanism and intent of injury for the NEISS-AIP data. This coding is a consolidation of the ICD-9-CM external cause codes and consists of 24 categories of classifying the mechanism of injury. This coding is the basis for how the NEISS-AIP is categorized on CDC’s Web-based Injury Statistics Query and Reporting System (WISQARS) (<http://webappa.cdc.gov/sasweb/ncipc/nfirates2001.html>).

The overall long-term objective of CPSC staff is three-fold:

1. Determine if the current NEISS-AIP coding of the mechanism of injury which is based on the ICD-9-CM needs to be updated,
2. Create a computerized mapping system to a more specific ICD-10-CM mechanism of injury for potential use in data analysis,
3. Determine the feasibility of automatic selection of hospital cases that are eligible for reporting as opposed to requiring the NEISS hospital coders to read every record to make that determination.

4. CONTRACT TYPE

This is a firm fixed price contract for the services indicated below.

5. DESCRIPTION OF SERVICES

Independently and not as an agent of the Government, the Contractor shall provide all necessary personnel, travel, services, equipment including computer and computer facilities, and supplies needed to perform the following:

A. Task 1

The Contractor shall gain a comprehensive understanding of the NEISS and all the activities performed by CPSC and hospital staff in support of the NEISS. This will include studying NEISS coding manuals, coding instructions, NEISS (<http://www.cpsc.gov/cgibin/NEISSQuery/home.aspx>) and NEISS-AIP (<http://webappa.cdc.gov/sasweb/ncipc/nfirates2001.html>) websites, and other relevant materials along with reviewing recent data.

B. Task 2

After gaining a comprehensive understanding of the NEISS and the activities done in support of the NEISS, the Contractor shall code a sample of 25,000 NEISS records with up to two mechanisms of injury (underlying and contributing) using the ICD-10-CM external causes of morbidity (Chapter 20, V00-Y99) codes. The NEISS CMT (verbatim narrative), INTENT (intentionality), PROD(2) (product codes) and other coded variables will be used as a basis for selecting the ICD-10-CM codes that best and most thoroughly classify the mechanism of injury as reported in the NEISS.

The following basic assumptions cover the data coded in Task 2:

1. All records sent to the Contractor would be considered “reportable” records under NEISS-AIP coding guidelines and should be coded.
2. The data records will be sent and returned in an MS-Access, MS-Excel, ASCII text file, or other format that is agreeable both to the Contractor and to CPSC personnel.
3. The mechanism of injury that initiated the chain of events leading to the injury will be coded as the contributing cause.
4. The mechanism of injury most immediately and directly responsible for causing the injury will be coded as the underlying cause;
5. If more than one underlying cause is involved, the underlying and contributing mechanisms that resulted in the most severe injury will be coded.
6. The Contractor shall not be asked to perform any consumer product coding. However, the product information will be included in the record to be coded, to assist the coder in selecting the most specific ICD-10-CM diagnosis code(s).
7. At times, in coding ICD-10-CM, the mechanism of injury will be reportable as either an “other specified” or “unspecified” code. Due to the method in which the ICD-10-CM has been written, it is understood that all codes with not an absolute specific code represent the most specific code for that particular record.
8. In general, NEISS coding rules of variables would not apply to coding ICD-10-CM. The ICD-10-CM coding rules will be followed unless specific exceptions are noted below.
9. Exceptions:
 - a. Intentional injuries - Records coded as intentional (assaults or self-inflicted)

should be coded as such. The contractor shall not make a determination of the intentionality based on the NEISS narrative alone.

10. External causes of morbidity in the ICD-10-CM coding manual usually fall within the range of V00-Y99. However, due to the manner in which some injuries are indexed in the NEISS manual, a V, W, X, or Y code may not be appropriate to assign. Code these types of injuries outside of the V-Y codes.

C. Task 3

The Contractor shall determine inter-coder reliability by randomly 'double coding' 5% of the cases.

D. Task 4

After the 25,000 records have been coded, the records shall be returned to CPSC for review. These records can be returned in smaller subgroups or batches if agreed upon by the Contractor and CPSC. Up to 10% of the cases shall be returned to the Contractor to resolve differences in coding. The Contractor shall review the differences and provide specific written guidance on each case as to why the coding is different.

6. DELIVERY OF PERFORMANCE

The following reports, forms, and files shall be delivered in accordance with the following schedule:

- A. Monthly status report sent by e-mail or regular mail to the Contracting Officer Representative (COR) detailing in 1 or 2 pages the progress of the project. If the status report is sent by mail, the report should be written using Microsoft-Word or a similar computer software package.
- B. Within 6 months of the effective date of this contract, the Contractor shall return to CPSC the 25,000 data records with up to two ICD-10-CM external cause of injury codes in a MS-Access, MS-Excel, ASCII text file, or other format that is agreeable both to the Contractor and to CPSC personnel.
- C. Within 7 months of the effective date of this contract, the Contractor shall submit a brief (2-5 page) analysis and report of the inter-coder reliability coding will be submitted to CPSC detailing the number of records double coded and the results.
- D. After receipt of the above analysis and report, CPSC will have up to 2 months to review the coding and provide the records for the Task 4 analysis.
- E. Within 2 months of receiving the data back from CPSC, the Contractor will complete Task 4 resolution to include the specific guidance on each case as to why the coding is different.

- F. Within 10 months of the effective date of this contract, the Contractor shall submit a brief (2-10 page) draft final report detailing what coding was done and the general coding assumptions and guidelines used.
- G. After receipt of the draft final report, CPSC will have up to 2 months to review and ask the Contractor for any revisions.
- H. Within 5 days of CPSC's acceptance of the draft final report, the Contractor shall submit the final report in a Microsoft-Word document.

7. ACCEPTANCE OF DELIVERABLES

- A. Monthly status reports will be reviewed by CPSC staff within five (5) working days after date of receipt.
- B. Acceptance/rejection will be transmitted to the Contractor by the CPSC COR, in writing or by telephone, within five (5) working days after review of (goods or services.)
- C. Acceptance/rejection will be based on conformance with Paragraph 5, Description of Services.

8. PLACE OF DELIVERY OR PERFORMANCE

Items specified in 6 above, DELIVERY OR PERFORMANCE, will be mailed, emailed or delivered to:

U.S. Consumer Product Safety Commission
Division of Hazard & Injury Data Systems
4330 East West Highway, Room 502-C
Bethesda, Maryland 20814
Attn: Tom Schroeder (tschroeder@cpsc.gov)
CPSC Contracting Officer Representative

9. PERIOD OF PERFORMANCE

Performance of work shall begin on September 23, 2016 through September 22, 2017 and shall not extend for more than 12 months.

10. GOVERNMENT FURNISHED DOCUMENTS

The following documents are available on-line as part of Task 1:

Schroeder, Ault, "The NEISS Sample (Design and Implementation), 1997 to Present", U.S. Consumer Product Safety Commission, Washington, DC, July 2001. (Found online at

<http://www.cpsc.gov//PageFiles/106617/2001d011-6b6.pdf>).

“NEISS All Injury – 2016 Coding Manual”, U.S. Consumer Product Safety Commission, Washington, DC, January 2016. (Found online at http://www.cpsc.gov//Global/Neiss_prod/2016NonTraumaNEISSCodingManual.pdf)

“A Training Module for Coding Mechanism and Intent of Injury for the NEISS All Injury Program”, Feb. 14, 2014 – (will be supplied by CPSC staff)

NEISS-AIP data can be viewed in tabular form at:
<http://webappa.cdc.gov/sasweb/ncipc/nfirates2001.html>

NEISS data can be viewed and downloaded at:
<http://www.cpsc.gov/cgi-bin/NEISSQuery/home.aspx>

TERMS AND CONDITIONS

The contractor's GSA Schedule Terms and conditions apply to this requirement.

LCIA CONTRACTOR'S NOTE

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

ATTENTION GOVERNMENT VENDOR

A. DELIVERY INSTRUCTIONS:

1. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

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

LOADING DOCK HOURS OF OPERATION:

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

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

Facilities Management Support Services (301) 504-7091 and

The COR – The COR notes on page 1.

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

2. DELIVERY INSTRUCTION FOR SMALL ITEMS

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

MAIL ROOM HOURS OF OPERATION:

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

B. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. Do NOT include Taxpayer Identification Number (TIN) on invoices sent via e-mail.
3. Invoice date.
4. Invoice number.
5. The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods 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.

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

F. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

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

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

G. PROPERTY/EQUIPMENT PURCHASES

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

LC 5 CONTRACTING OFFICER'S REPRESENTATIVE (COR) DESIGNATION

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

Name: Tom Schroeder

Division: Division of Hazard and Injury Data Systems

Telephone: 301-504-7431

Email: TSchroeder@cpsc.gov

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

(1) performing technical evaluation as required;

(2) assisting the Contractor in the resolution of technical problems encountered during performance; monitoring the Contractor's technical progress, including surveillance and assessment of performance, and notifying the Contracting Officer within one week when deliverables (including reports) are not received on schedule in accordance with the prescribed delivery schedule; and

(3) inspection and acceptance of all items required by the contract.

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

- (1) make changes in scope of work, contract schedules, and/or specifications, or to make changes that affect price, quality, quantity or delivery,
- (2) direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and
- (3) make commitments or changes that affect price, or take any action that commits the Government or could lead to a claim against the Government.

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

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

LC 21B Disclosure of Information - Restricted Publication

a. The Contractor shall submit to the Commission any report, manuscript or other document containing the results of work performed under this contract. This document shall not be published or otherwise disclosed by the Contractor.

b. Should the Contractor subsequently apply to the Consumer Product Safety Commission for permission to publish documents containing the results of this work and the release is approved in writing, any publication of, or publicity pertaining to, the Contractor's document shall include the following statement: "This project has been funded with federal funds from the United States Consumer Product Safety Commission under contract number CPSC-F-16-0096. The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission.

LC 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.

LC 24 Nondisclosure of any Data Developed Under this Contract

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

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

LC 31 Restrictions on Use of Information

a. If the Contractor, in the performance of this contract, obtains access to information such as CPSC plans, reports, studies, data projected by the Privacy Act of 1974 (5 U.S.C. 552a), or personal identifying information which has not been released or otherwise made public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not: (a) release or disclose such information, (b) discuss or use such information for any private purpose, (c) share this information with any other party, or (d) submit an unsolicited proposal based on such information. These restrictions will remain in place unless such information is made available to the public by the Government.

b. In addition, the Contractor agrees that to the extent it collects data on behalf of CPSC, or is given access to, proprietary data, data protected by the Privacy Act of 1974, or other confidential or privileged technical, business, financial, or personal identifying information during performance of this contract, that it shall not disclose such data. The Contractor shall keep the information secure, protect such data to prevent loss or dissemination, and treat such information in accordance with any restrictions imposed on such information.

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.

52.219-14 Limitations on Subcontracting (Nov 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to—

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

Custom Clause #1 Section 8(a) Direct Award

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Consumer Product Safety Commission. Accordingly, the SBA, even if not identified on this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U.S. Small Business Administration
Georgia District Office

233 Peachtree Street N.E. Suite 1900
Atlanta, GA 30303

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that:

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)