

2 CONTRACT NO: GS-35F-01390  
3 AWARD/EFFECTIVE DATE: 09/27/2016  
4 ORDER NUMBER: CPSC-F-16-0084  
5 SOLICITATION NUMBER: CPSC-Q-16-0049  
6 SOLICITATION ISSUE DATE: 06/03/2016

7. FOR SOLICITATION INFORMATION CALL: **Rudi Johnson**  
a NAME: Rudi Johnson  
b TELEPHONE NUMBER (No collect calls): 301-504-7028  
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:  UNRESTRICTED OR  SET ASIDE % FOR:  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  
 EDWOSB 8(A)  
 NAICS: \_\_\_\_\_  
 SIZE STANDARD: \_\_\_\_\_

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

15 DELIVER TO: CONSUMER PRODUCT SAFETY COMMISSION  
DIRECTORATE FOR LABORATORY SCIENCES  
ROCKVILLE CAMPUS  
5 RESEARCH PLACE  
ROCKVILLE MD 20850  
CODE: LS

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

17a CONTRACTOR/OFFEROR: LABVANTAGE SOLUTIONS INC  
265 DAVIDSON AVENUE  
SUITE 220  
SOMERSET NJ 08873  
CODE: \_\_\_\_\_ FACILITY CODE: \_\_\_\_\_

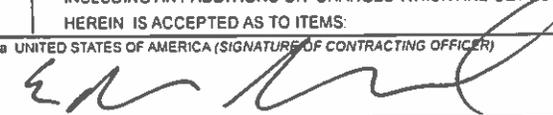
18a PAYMENT WILL BE MADE BY: CPSC Accounts Payable Branch  
AMZ 160  
P. O. Box 25710  
Oklahoma City OK 73125  
CODE: FMFS

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

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	DUNS Number: _____ CONTRACTING OFFICER REPRESENTATIVE (COR): BRETT LAYTON TEL: 301-504-7488 EMAIL: BLAYTON@CPSC.GOV  The contractor shall provide all labor, equipment, materials and services necessary to install, integrate and validate the Laboratory Information Management System (LIMS) Solutions at the Consumer Product Safety Commission (CPSC), (Use Reverse and/or Attach Additional Sheets as Necessary)				

25 ACCOUNTING AND APPROPRIATION DATA: 0100A16DSE-2016-9995100000-EXIT002400-252M0  
26 TOTAL AWARD AMOUNT (For Govt. Use Only): \$578,148.20

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  
 29. AWARD OF CONTRACT OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: \_\_\_\_\_

30a SIGNATURE OF OFFEROR/CONTRACTOR: \_\_\_\_\_  
 31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER):   
 30b NAME AND TITLE OF SIGNER (Type or print): \_\_\_\_\_  
 30c DATE SIGNED: \_\_\_\_\_  
 31b NAME OF CONTRACTING OFFICER (Type or print): Eddie Ahmad  
 31c DATE SIGNED: 9/27/16

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	National Product Testing and Evaluation Center (NPTEC) in accordance with the attached performance work statement (PWS) and the GSA Schedule GS-35F-0139U.  Base Period: September 27, 2016 through September 26, 2017				
0001	Equipment	1	LO	0.00	0.00
0001 AA	Integration / Installation	1	LO	327,481.00	327,481.00
0001 AB	Training	1	LO	34,560.00	34,560.00
0001 AC	Licensing	1	LO	177,221.72	177,221.72
0001 AD	Operational/Maintenance	1	LO	28,885.48	28,885.48
0001 AE	Travel (NOT TO EXCEED)	1	LO	10,000.00	10,000.00
	First (1st) Option Year: September 27, 2017 through SEPTEMBER 26, 2018 Continued ...				

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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> 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	

**CONTINUATION SHEET**

REFERENCE NO OF DOCUMENT BEING CONTINUED  
 GS-35F-0139U/CPSC-F-16-0084

PAGE OF  
 3 42

NAME OF OFFEROR OR CONTRACTOR  
 LABVANTAGE SOLUTIONS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Operational/Routine Maintenance Amount: \$28,885.48 (Option Line Item)	1	LO	28,885.48	0.00
0003	Additional Licenses Amount: \$7,707.38 (Option Line Item)	1	LO	7,707.38	0.00
0004	Additional Instrument Integration Amount: \$6,736.00 (Option Line Item)	1	LO	6,736.00	0.00
	Second (2nd) Option Year: September 27, 2018 through SEPTEMBER 26, 2019				
0005	Operational/Routine Maintenance Amount: \$28,885.48 (Option Line Item)	1	LO	28,885.48	0.00
0006	Additional Licenses Amount: \$7,707.38 (Option Line Item)	1	LO	7,707.38	0.00
0007	Additional Instrument Integration Amount: \$6,736.00 (Option Line Item)	1	LO	6,736.00	0.00
	Third (3rd) Option Year: September 27, 2019 through SEPTEMBER 26, 2020				
0008	Operational/Routine Maintenance Amount: \$28,885.48 (Option Line Item)	1	LO	28,885.48	0.00
0009	Additional Licenses Amount: \$7,707.38 (Option Line Item)	1	LO	7,707.38	0.00
0010	Additional Instrument Integration Amount: \$6,736.00 (Option Line Item)	1	LO	6,736.00	0.00
	Continued ...				

**CONTINUATION SHEET**

REFERENCE NO OF DOCUMENT BEING CONTINUED  
 GS-35F-0139U/CPSC-F-16-0084

PAGE OF  
 4 42

NAME OF OFFEROR OR CONTRACTOR  
 LABVANTAGE SOLUTIONS INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Fourth (4th) Option Year: September 27, 2020 through SEPTEMBER 26, 2021				
0011	Operational/Routine Maintenance Amount: \$28,885.48 (Option Line Item)	1	LO	28,885.48	0.00
0012	Additional Licenses Amount: \$7,707.38 (Option Line Item)	1	LO	7,707.38	0.00
0013	Additional Instrument Integration Amount: \$6,736.00 (Option Line Item)	1	LO	6,736.00	0.00
The total amount of award: \$751,463.64. The obligation for this award is shown in box 26.					

**Consumer Product Safety Commission  
Laboratory Information Management System  
Performance Work Statement (PWS)**

## **1.0 BACKGROUND**

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

The CPSC Directorate for Laboratory Sciences (LS) provides engineering, scientific, and other technical expertise to all entities within the Commission. The Directorate is composed of the Mechanical Engineering Division, the Engineering Division (Electrical Engineering, Fire Sciences, and Textile Flammability), and the Chemistry Division. The Divisions in LS are responsible for conducting engineering analyses and testing of consumer products, supporting the development of voluntary and mandatory standards, and supporting the Agency's compliance activities through product safety assessments.

A wide variety of products are tested and evaluated to determine the causes of failure and the hazards presented. Product safety tests involve mechanical, electrical, and combustion engineering, as well as thermal and chemical analyses. Regulated products are routinely tested and evaluated for compliance with the Consumer Product Safety Improvement Act (CPSIA), the Consumer Product Safety Act (CPSA), Federal Hazardous Substances Act, the Flammable Fabrics Act, and the Poison Prevention Packaging Act.

The CPSC depends on the quality and integrity of laboratory testing to meet mission goals. Currently very few of the tests feature instruments connected in such a way that reports can be generated automatically. Few if any of the tests provide automatic validation of calibrations and/or standards. These quality checks along with much of the reporting and test Standard Operating Procedures (SOPs) are currently conducted in a manual way and LS requires a Laboratory Information Management System (LIMS) to facilitate the automatic generation of reports, interconnection of instruments, automation of quality checks, trending of data, and tracking of roles and process steps.

The vision and goals of this solicitation are to improve services of the various labs within (National Product Testing and Evaluation Center (NPTEC)), located in Rockville, MD to improve accuracy and efficiency of daily operations; improve the capture, monitoring and management of quality control data; streamline the exchange of information with customers; reduce

customized solutions; increase regulatory compliance and to comply with corporate IT standards across all CPSC groups.

## **2.0 CONTRACT TYPE**

This procurement is a firm-fixed price contract for one (1) base year and four (4) one year option periods.

## **3.0 PERIOD OF PERFORMANCE**

The period of performance shall begin on September 27, 2016 through September 26, 2017. Option year performance periods shall be as indicated in the Schedule of Services, if exercised.

## **4.0 SUBCONTRACTING RESTRICTIONS**

Except as specifically approved in writing and in advance by the Contracting Officer, the Contractor will not subcontract any work procured under this contract. Requests for approval to subcontract shall be submitted, in writing, to the Contracting Officer when submitting price proposal.

## **5.0 APPLICABLE DOCUMENTS**

Documents referenced or germane to this Performance Work Statement (PWS) are listed below. In the performance of the tasks associated with this Performance Work Statement, the Contractor shall comply with the following:

1. CPSC Systems Life Cycle Methodology (Attachment 1)
2. All applicable Federal Directives and Guidelines described herein (reference Section 6.1.8)

## **6.0 SCOPE OF WORK**

The Consumer Product Safety Commission (CPSC) intends to procure a Commercial Off The Shelf (COTS) Laboratory Information Management System (LIMS) for implementation at the National Product Testing and Evaluation Center (NPTEC). The contractor shall provide all necessary services, materials, products, licenses, and training to install, integrate, customize and validate the LIMS solution at NPTEC in Rockville, MD.

The Contractor shall provide a LIMS system to support the following processes at the CPSC NPTEC:

- 1) Tracking and inventory management
  - a) Samples
  - b) Standard Materials
  - c) Equipment
- 2) Standard test processes
  - a) Open Flame testing of mattresses

- b) Lead testing of consumer products
  - c) Toy testing
  - d) Standard reporting
  - e) Link to photo/video data
- 3) General or ad hoc testing process
- a) Product Safety Assessments (PSA), which are a generic type of forensic investigation.
  - b) General developmental testing in support of new test methods
  - c) Standard reporting
  - d) Link to photo/video data
- 4) Automated data capture for Lab Workflow and data tracking
- a) Sample Management and standard/calibration tracking
  - b) Recording sample processing attributes
  - c) Instrument integration and Automated Data Capture
- 5) Query interface and reporting capabilities
- a) Specimen availability
  - b) Specimen attributes

#### **6.1 LIMS SYSTEM REQUIREMENTS**

The Contractor shall provide a LIMS Commercial-Off-The-Shelf (COTS) product that requires minimal change to achieve the goals of CPSC. The following subparagraphs provide the requirements that must be met by the LIMS. The following existing workflows and processes must be supported in the Contractor provided LIMS:

- 1) Sample tracking within the Labs
- 2) Sample preparation
- 3) Open flame testing of mattresses
  - a) Log and verify standard materials and system calibrations.
  - b) Parse instrument output files to generate standard reports.
  - c) Link discrete data types including video and photos (stored separately) to test records
  - d) Incorporate observations into database.
  - e) Link reports to video and photo files stored separately.
- 4) Lead testing
  - a) Incorporating multiple instruments including scales, X-ray Fluorescence (XRF), and Inductively Coupled Plasma (ICP).
  - b) Log and verify standard materials and system calibrations.
  - c) Parse instrument output files to generate standard reports.
- 5) Toy testing
  - a) Log and verify standard materials and system calibrations.
  - b) Take manually input data from testing.
  - c) Create standard reports from data inputs.

- 6) Product Safety Analysis (PSA) testing/Generic ad hoc testing
  - a) Log and verify standard materials and system calibrations.
  - b) Take manually input data from testing.
  - c) Record instruments used along with output values and calibrations.
  - d) Be able to link reports to video and photo files stored separately.
- 7) Enforce Roles and Responsibilities where applicable
- 8) Enforce process work flow where applicable
- 9) Allow for trending and reviewing of tests and equipment for administrative purposes.

Furthermore, a staged deployment shall be used to ensure that key components are delivered in a timely manner. All stages shall be tested and approved by the CPSC prior to proceeding to the next step.

### 6.1.1 FUNCTIONAL REQUIREMENTS

- 1) **Sample Tracking** – The Contractor shall provide as part of the system the functionality to record information about the sample materials, and the sample ID. After physically taking control of the incoming sample materials the process shall capture and store the following information:
  - a) The assignment of a sample number based on the repository's numeric system.
  - b) The time and date the sample was received.
  - c) The name of the location the sample will be housed.
  - d) The place where the sample(s) are stored.
  - e) The condition of the incoming sample's packaging shall also be captured to include: the actual amount of materials received, a brief description of the materials, any restrictions to access, as well as any physical problems such as a moldy smell, water damage, or disappearing print. Attached pictures or scanned documents must be stored in file system and their locations in the database associated with the sample.
- 2) **Sample Distributions** – The Contractor's LIMS solution shall provide the capability to record and process testing requests entered on the LIMS system throughout the lab processes.
  - a) Visual cues such as alerts and reminders shall be developed to support this process.
- 3) **Sample Status** – The Contractor's LIMS solution shall provide the capability to track and report on the progress and results of sample tests through the lab processes.
  - b) Alerts shall be provided for late or failing samples.
  - c) The capability to generate reports about samples tested and trends in results shall be provided reference section 6.1.3.

- 4) **Storage Location Management** – The Contractor LIMS solution shall provide the capability for users to create and manage storage locations used to store samples. This capability shall include:
  - a) Allowing users to filter storage locations matching a supplied condition.
  - b) Enabling functionality such as defragmenting, auto assignment of positions, current capacity status (filled, reserved, empty).
  
- 5) **Repository** – The Contractor LIMS solution shall provide the capability to allow laboratory staff to track and manage physical inventory. This shall include:
  - a) Tracking the chain of custody.
  - b) The ability to support CPSC various transactions.
  
- 6) **Content Management** – The Contractor’s LIMS solution shall provide the capability to allow the laboratory staff to create, update, view and attach electronic content. This shall include:
  - a) Microsoft Office 2007/2010 format documents.
  - b) Diagrams and images to sample data sets in CPSC varied formats.
  - c) Support for routing content to different LS departments for collaboration, review and approval.

#### 6.1.2 INTERFACE REQUIREMENTS

- 1) **Hardware Interface** - The Contractor LIMS solution shall provide the ability to interface with the NPTEC lab hardware identified in Table 1 for the purpose of capturing required data from the associated lab process.
  
- 2) **Software Interfaces** – The Contractor LIMS solution shall interface with the existing CPSC-owned software for required data capture and storage as defined in Table 1.
  - a) The Contractor developed LIMS shall utilize the current CPSC-owned Microsoft SQL servers, currently MS SQL 2012, for data storage or
  - b) The Contractor web based LIMS shall interface with existing CPSC-owned software as deemed appropriate.

Currently, the CPSC has the following classes of laboratory instrumentation. The Contractor shall provide evidence that the LIMS solution is capable of interfacing with this equipment.

**Table 1 - Initial Laboratory Hardware & Software**

Initial Instrument Interface Breakdown		
Hardware	Qty	Software
FTT Calorimeter	1	FTT/Custom (text parser)
XRF, Thermo Niton XL3t	3	
HDXRF, XOS HD Prime	2	
ICP-OES, Agilent 5100	1	
Mettler Toledo Scale, AB 104	1	N/A
Mettler Toledo Scale, XP 205	1	N/A

The contractor shall produce Setup and configuration Guides to connect the apparatus listed in Table 2.

**Table 2 – Potential Future Hardware and Software**

Potential Future Instrument Interface Breakdown		
Hardware	Qty	Software
Agilent GC-MS (7890B/5977A, 7890A/5975C)	4	MassHunter
Thermo Focus GC-MS	1	
Nicolet 6700 FT-IR	1	
IonSense DART	1	

The Contractor LIMS solution shall allow CPSC administrators, after completing contractor provided training, to implement at least 50 future apparatus of the following types:

- a) Complex equipment for which a text or other data file will need to be parsed and processed.
- b) Serial interface devices such as scales, Multi-meters, and oscilloscopes
- c) Ethernet connected devices
- d) USB connected devices

### 6.1.3 LABORATORY MANAGEMENT

The Contractor’s LIMS solution shall include all hardware and software for the following laboratory processes and services:

- 1) **Testing Workflows** – The Contractor’s LIMS solution shall track and manage testing performed on samples.
  - a) This effort shall include the ability to:

- i. Create and manage lab worksheets.
  - ii. Create and manage sample lists, and the entry and verification of test results.
  - iii. Use a system to capture arbitrary data types in conjunction with laboratory processes to allow a seamless workflow.
- 2) **Quality Assurance** – The Contractor’s LIMS solution shall allow for Quality Assurance and Laboratory staff to track and manage standards and certifications required for compliance testing. This shall also include:
  - a) Testing method specifications
  - b) Instrument calibrations
  - c) Maintenance information
- 3) **Instrument Interface** – The Contractor’s LIMS solution shall allow for the direct transfer of data from laboratory equipment and instruments (defined in Table 1) to the database. This shall include:
  - a) Supported file format shall include but not be limited to the following: .XLS, .CSV, .TXT (ASCII text).
  - b) Scanning directories to import files and import data for multiple runs by file or directory.
  - c) RS232 serial connection of simple instruments
  - d) Ethernet
- 4) **Reporting** – The Contractor’s LIMS solution shall allow laboratory staff and management to create and manage standard and ad-hoc reports and charts.
  - a) The charting and reporting capability shall support sophisticated report algorithms based on customer specific rules and calculations. Input for these reports shall include, but not be limited to:
    - i. Certificate of Analysis (COA),
    - ii. Storage space availability report
    - iii. Monthly Reports
    - iv. Total Samples Received
    - v. Date Received
    - vi. Date Tested

#### 6.1.4 INVENTORY MANAGEMENT

The Contractor LIMS shall provide a solution for the following laboratory inventory management procedures:

- 1) **Resource Management** – The Contractor LIMS solution shall provide for managing lab resources. This shall include the following:
  - a) Managing instrument calibrations and repairs.

- b) Personnel certifications and expiration dates.
  - c) Prevent data input if an instrument is out of calibration.
- 2) **Inventory Management** – The Contractor LIMS solution shall provide the capability to receive supplies. This capability shall include:
- a) The reconciliation and updating of supplies used in sample analysis.
  - b) Tracking and managing supplies and reagents used in the integrated lab instruments.
  - c) Track low level, lot numbers, supplier information and expiration dates.

#### **6.1.5 REPORTING AND FOLLOW UP**

The Contractor LIMS shall provide a solution for the following:

- 1) **Reporting** – Enable laboratory staff and management to create and manage standard and ad-hoc reports and charts. The charting and reporting capability must support sophisticated report algorithms based on customer specific rules and calculations such as projected storage space, sample volumes, sample type, testing requested etc.
- 2) **Tasks, Messaging, Reminders** – Alert laboratory management of potential issues.

#### **6.1.6 PERFORMANCE REQUIREMENTS**

The LIMS system workflow engine shall be capable of handling a minimum of 100 samples per day.

The backend database performance shall allow for query and retrieval of sample data within five (5) to ten (10) seconds when eventually fully loaded with approximately four (4) million samples.

#### **6.1.7 SOFTWARE/HARDWARE REQUIREMENTS**

Because a cloud-based LIMS solution is proposed this section is not required other than where applicable.

- a) Microsoft Windows 7 – Client
- b) Microsoft SQL Server 2012
- c) Microsoft Windows 2012 Server
- d) Government Furnished Equipment (GFE) Local Area Network (LAN)

#### **6.1.8 SECURITY REQUIREMENTS**

- I. For a cloud-based solution, the Contractor LIMS shall operate within the CPSC firewall without connections to any external network. The contractor LIMS shall support secure-socket connections for the web-portal. A cloud-based or web-based solution will inherit all GSS controls.
- II. As a cloud-based solution, the cloud computing environment must:

- a. Consist of either a government community cloud including United States federal, state, local and tribal entities.
  - b. Provide features, functionality and capabilities that comply with and meet industry performance and interoperability standards and utilize industry best practices.
  - c. Provide and ensure the necessary redundancy, resiliency, and contingency capabilities to ensure service availability that meets CPSC's current and future needs.
  - d. Leverage standard, commercial Platform as a Service offerings that are elastic in their capacity rather "built-to-order" and static.
  - e. Provide a secure environment that complies with all required Federal laws, rules, regulations, standard and CPSC specific security requirements and be FedRAMP Certified.
  - f. Ensure open standards, portability and data export to another CMS and cloud hosting platform upon contract completion/termination.
- III. The contractor shall ensure that the LIMS cloud based Platform as a Service works seamlessly to include:
- a. 99.9% availability, or higher
  - b. A secure platform that prevents loss of or tampering with CPSC data, service degradation, and/or service disruption to LIMS users.
  - c. 24 hour per day, seven days a week, 365 days per year proactive monitoring and support of resolution on any and all outages.
  - d. Compliance with federally mandated IPv6 requirements for public facing services.
- IV. The Contractor LIMS shall recognize INT.CPSC as the authoritative source for authentication using the open standard Security Assertion Markup Language (SAML) and use an RSA token or HSPD12 PIV card to meet its two factor authentication requirement.
- V. The Contractor shall provide the complete set of Security Assessment and Authorization artifacts, as required by the Federal Information Security Management Act (FISMA) for the information system having a moderate security categorization.
- VI. The Contractor shall provide CPSC service level managers a web-based "dashboard" that enable 24x7x365 near real-time monitoring and visibility of:
- a. Cloud services performance, service status, and key performance indicators of the system against operational parameters.
  - b. Reporting and analytics that provide CPSC with up-to-date and comprehensive information regarding technical and management performance (summarizing projected vs. actual measures), and other related issues and security logs.

## 6.2 DATA MIGRATION

The Contractor shall work with the CPSC subject matter experts (SMEs) to perform data migration of existing CPSC data into the LIMS system.

- a) The Contractor shall provide the services for the migration of legacy data from the current Microsoft Access databases into the new LIMS database. This is expected to be less than 8000 records.

The Contractor shall provide a Data Migration Plan detailing the Contractor's approach to migrating CPSC data into the LIMS system in the CPSC environment as defined in this PWS. This document shall include the Contractor's schedule, tasks, and CPSC validation activities required to execute the LIMS data migration at the CPSC.

The Contractor's Data Migration Plan shall be approved by the Contracting Officer's Representative (COR) prior to execution of the data migration.

## 6.3 Information Technology Requirements

The Contractor shall record and manage requirements identified during this implementation, for additional system integration and to meet future CPSC LIMS needs as they are identified.

The Contractor shall collaborate with CPSC Office of Information and Technology (EXIT) to develop a Data Management plan to address backup/restore/cleanup of large amount of lab data.

The Contractor shall collaborate with CPSC EXIT to receive CPSC Enterprise Architecture team approval on the CPSC LIMS Solution Architecture.

The contractor shall use CPSC development environments including MS Team Foundation Server, Sharepoint, DB, etc. for custom code development and testing. The Contractor shall provide the following documents related to custom-code, including design document, guides for development, building, testing, deployment, as well as operation support:

- CPSC LIMS Solution Data Management Plan
- CPSC LIMS Solution Design
- CPSC LIMS Solution Development Guide
- CPSC LIMS Solution Test Plan
- CPSC LIMS Solution Deployment Plan
- CPSC LIMS System Operation Plan
- Future CPSC LIMS Requirements

#### **6.4 LIMS SYSTEM LICENSING**

The Contractor shall provide floating licensing as appropriate to support a minimum of 20 concurrent users of the LIMS system.

The Contractor shall provide an option for acquiring up to twenty (20) additional concurrent user licenses.

The Contractor shall provide a detailed yearly system licensing estimate for the base plus four option years. If the licensing is included within a maintenance package the actual licensing fees need to be broken out specifically within the proposal.

#### **6.5 LIMS OPERATIONS AND MAINTENANCE (O&M)**

The Contractor shall provide operational and software maintenance support services for the LIMS solution at the designated CPSC site as defined in the Scope of Work section of this PWS to take effect the same days as full system implementation. Maintenance service shall include: training, routine maintenance, unscheduled maintenance and end user support.

For maintenance activities that would affect the availability of CPSC systems the Contractor shall obtain prior approval from the Contracting Officer's Representative (COR). The Contractor shall work with the COR to gain access to the facility if required for maintenance support.

The Contractor shall provide a Maintenance Guide that shall define the plan for maintenance that shall be followed, including process, schedule, and management of dependencies after each LIMS system integration.

##### **6.5.1 ROUTINE MAINTENANCE**

The Contractor shall coordinate and perform routine maintenance for the LIMS system. This shall include:

- 1) Manage system licenses. The Contractor shall notify the Contracting Officer's Representative (COR) six months in advance of requirement for license renewal.
- 2) Collaborate with CPSC Subject Matter Experts (SMEs), Information Security Officers (ISOs), operations support staff, stakeholders and System Administration support staff as necessary to ensure system security, and the comprehensive implementation of general security measures relative to host and client access, file permissions, and user accounts.
- 3) Diagnose system problems, and repair, re-configure or replace defective system components as indicated. Create problem reports as needed listing problems, actions taken to address problems, outcome, and current status.
- 4) Provide reference documentation for routine maintenance and software upgrades to perpetuate optimal system operation.
- 5) Install software updates and/or updates as needed.

### **6.5.2 UNSCHEDULED MAINTENANCE**

The Contractor shall coordinate or perform all required unscheduled maintenance for the LIMS system. This shall include:

- 1) Receiving and logging all problem reports.
- 2) Conducting an initial analysis of all problems to determine source and problem repair actions.

### **6.5.3 END USER SUPPORT**

**Help Desk Support:** The Contractor shall maintain Helpdesk support from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding government approved holidays.

**Technical Support:** The Contractor shall provide 24x7x365 technical support to LIMS end users through the use of general support telephonic/email means.

The Contractor shall assist end users in understanding the functional capability of the LIMS, in developing strategies for best using this functionality, and for identifying opportunities for improving the system. Where a change request is indicated the contractor shall assist in preparing and packaging documentation for the change request. Should the issue require system maintenance or repair, the contractor shall follow the procedures outlined in the maintenance section of this PWS. The contractor shall provide LIMS training to any new CPSC staff that will requires training on LIMS not to exceed 3 personnel yearly. The training delivery (on-site or virtual) will be determined by the role the CPSC Staff has within the organization.

### **6.5.4 ADDITIONAL INSTRUMENT INTEGRATION**

During the Operations and Maintenance Phase of the contract, the contractor shall provide support to integrate up to five (5) additional instruments per year. CPSC reserves the right to add or subtract from the number of instrument integration needed per year not to exceed twelve yearly.

### **6.5.5 ANNUAL WEB HOSTING**

The Contractor shall provide yearly/annual web-hosting for the Contractor provided LIMS. Web-hosting service shall be secure, scalable, and maintainable. This requirement will only be applied to contractors providing a web based LIMS solution. If the LIMS solution is not cloud based, this requirement will not be required.

## **7.0 PERFORMANCE DETAILS**

### **7.1 PLACE OF PERFORMANCE**

Work performed under this PWS shall take place at both Contractor facilities and in CPSC's National Product Testing and Evaluation Center (NPTEC) located in Rockville, MD. Work may be performed at remote locations with prior approval of the Contracting Officer's Representative (COR).

The Contractor shall coordinate with the COR to schedule work during the business hours between 7:00 a.m. and 5:30 pm. EST to minimize disruption to normal operations.

### **7.2 TRAVEL**

The Government anticipates travel under this effort to attend program-related meetings and to deliver system training and installation through the period of performance. Include estimated travel costs in your firm-fixed price line items and shall be proposed in accordance with Federal Travel Regulations (FTR) at <http://www.gsa.gov/portal/content/104790>.

Anticipated locations include the following:

National Product Testing and Evaluation Center (NPTEC)  
5 Research Place  
Rockville, MD 20850

## **7.3 PROJECT MANAGEMENT**

### **7.3.1 PROJECT MANAGEMENT PLAN**

The Contractor shall provide a Project Management Plan (PMP) that lays out the Contractor's approach, timeline and tools to be used in execution of the contract. The PMP shall take the form of both a narrative and graphic format that displays the schedule, milestones, risks and resource support. The PMP shall also include how the Contractor plans to coordinate and execute planned, routine, and special data collection reporting requests as identified within the PWS; risk management strategy; communications management strategy; and process for monitoring performance.

The PMP shall identify the methods to be used to conduct implementation, training, testing and maintenance support of the solution, as well as a detailed schedule that identifies discrete steps for the overall work effort. For each step, the schedule shall identify duration, location, participants (Government and Contractor), along with roles and responsibilities, milestones and dependencies. The PMP shall include detail on how the solution will be tested to ensure that the implementation is successful and the product is operating according to specifications.

The initial baseline PMP shall be concurred upon and updated monthly thereafter. The Contractor shall update and maintain the CPSC approved PMP throughout the period of performance. The Contractor shall notify the Contracting Officer's Representative (COR) in

writing, in advance of any deviation from the approved plan, noting the specific deviation, the rationale for the deviation, and impact if deviation is not approved.

### **7.3.2 REPORTING REQUIREMENTS**

The Contractor shall provide the Contracting Officer's Representative (COR) with Monthly Progress Reports in electronic form in Microsoft Word and Microsoft Project formats no later than the fifth business day of the following month. The report shall include detailed instructions/explanations for each required task, to ensure that schedule and Progress Report is accurate and consistent. These reports shall reflect progress as of the last day of the preceding month.

The Monthly Progress Reports shall cover all work completed during the reporting period and work planned for the subsequent reporting period. The report shall also identify any problems or risks that arose and a description of how the problems were resolved. If problems have not been completely resolved, the Contractor shall provide an explanation and strategy to resolve.

In addition, the Contractor shall be available once a week for a Weekly Status Meeting which will be held via teleconference with the COR. The meeting is estimated to last up to two hours each week and will be held beginning at project initiation and ending at project completion.

The Contractor shall notify the COR and Contracting Officer, in writing, immediately if problems arise adversely impacting the performance of the PWS.

### **7.3.3 KICK-OFF MEETING**

The Contractor shall schedule a Kick-off Meeting with the CPSC COR and stakeholders within two (2) weeks of award or as agreed upon between the Government and Contractor, to introduce the Government team to the Contractor's overall operating plans and approach to this work. The Contractor shall present and be prepared to discuss the content of the PMP, schedule and proposed metrics with the CPSC team. The Contractor shall produce and distribute Kick-off meeting minutes identifying all the discussion points, agreements and action items following the kick off meeting.

At the Kick-off Meeting, the Contractor shall present:

- 1) The details of their intended approach, work plan and project schedule including initial proposed deliverable dates for review and approval by CPSC COR.
- 2) Staffing Plan and introduction of key members of the Contractor's team.
- 3) Project Management Plan (PMP) draft
- 4) Meeting agenda templates
- 5) Monthly Progress Report sample (see Section 7.3.2)

### **7.4 LIMS SYSTEM DOCUMENTATION**

The Contractor shall provide LIMS system documentation to include:

- 1) User Manual – to include descriptions of system or component capabilities, limitations, options, permitted inputs, expected outputs, possible error messages, and special instructions on system operation.
- 2) Administrative Technical Manual to include:
  - a. Instructions and scripts for all administrative functions required, such as assigning authentication, defining study and protocols, inventory management, invoicing, scheduling, cost estimation, generating reports, and configuration procedures.
  - b. Documentation of all CPSC specific configuration settings and setup procedures.
  - c. Application Programming Interface (API) Developer guides to allow CPSC staff to develop custom procedures to access and make use of the services and resources provided by LIMS.

## **7.5 LIMS SYSTEM INTEGRATION**

The Contractor shall provide system integration and data migration services to deploy the LIMS solution in the designated CPSC site as defined in the Scope of Work Section of this PWS. It is expected that this work shall be performed on-site at the CPSC location or at the contractor's facility.

### **7.5.1 INSTRUMENT INTEGRATION**

The Contractor shall ensure successful integration of the LIMS system with existing CPSC systems and laboratory tools as defined in the LIMS Interface Requirements (Section 6.1.2) of this PWS. The Contractor shall perform configuration of CPSC workflows in the LIMS system.

The Contractor shall provide an Integration Plan detailing the Contractor's approach to integrating the LIMS system into the CPSC environment as defined in this PWS. This document shall include the Contractor's schedule, tasks, and CPSC validation activities required to execute the LIMS system integration at the CPSC.

The Contractor's Integration Plan shall be approved by the COR prior to execution of the system integration.

## **7.6 LIMS SYSTEM TRAINING**

The Contractor shall provide a Training Plan and deliver it to the COR prior to executing the training. The Training Plan shall outline the methods, schedule, and scope of LIMS system training to be provided.

Following CPSC approval of the Training Plan, the Contractor shall deliver on-site training to CPSC laboratory staff and IT administrators. The training at minimal shall include end user application training of the LIMS system and administrator configuration training, including instrument integration, for at least five (5) people. Training shall be provided with the initial

LIMS solution delivery and the final LIMS solution delivery. Training Materials shall be provided at each training session. Training may consist of remote web training for end user training only. Administrator and Train-the-trainer training will consist of hands-on curriculum and be conducted at a CPSC location or contractor provided location.

- 1) End User Training: 20 personnel
- 2) Administrator Training: 5 personnel
- 3) Train-the-trainer Training: 5 personnel

The Contractor shall execute the Training Plan and develop the Training Materials that shall outline the purpose and utility of the application, provide the knowledge and skills necessary to utilize the full scope of system capability, and to manage/administer the system. The training materials shall include:

- 1) Lesson Plans
- 2) Slideshow
- 3) User Training Manuals that describe the application and its use. The manuals shall utilize scenario-based strategies and screen shots wherever appropriate.
- 4) Questions and answers that will effectively demonstrate trainee understanding and comprehension of training materials and concepts.

## 7.7 USER ACCEPTANCE

The Contractor shall work with the COR to create a User Acceptance Test Plan and deliver it to the CPSC prior to executing the User Acceptance Test. This document shall contain the mutually agreed upon criteria by which the system will be accepted by the COR. Test cases shall be designed to verify the installed system is functional, interfaces to CPSC systems are operational, and the system meets the specified requirements.

Following successful installation and integration of the LIMS solution in the CPSC environment at the designated CPSC site as defined in the Scope of Work section of this PWS, the CPSC shall execute the User Acceptance Test cases and report the results. User Acceptance Test shall be performed with each incremental LIMS solution delivery.

## 8.0 DELIVERABLES

The Contractor shall provide the following:

<b>Deliverable</b>	<b>Section</b>	<b>Due Date</b>
Installed, Integrated and Working LIMS Solution	6.1	Within one year of contract award
Integration of Instruments	6.1.2 Table 1, & 7.5.1	Integration of instruments shall be delivered as per the agreed upon master

Deliverable	Section	Due Date
		schedule.
Integration Plan for Instruments	6.1.2 Table 2, & 7.5.1	Shall be delivered with the project management plan.
Data Migration Plan	6.2	Shall be delivered with the project management plan.
LIMS Solution Architecture	6.3	Shall be delivered with the project management plan.
CPSC LIMS Solution Data Management Plan	6.3	Initial design due 2 weeks following approval of CPSC LIMS Solution Architecture and updated as needed, 2 weeks prior with each deployment.
CPSC LIMS Solution Design	6.3	Initial design due 2 weeks following approval of CPSC LIMS Solution Architecture and updated detail design to be updated, due 2 weeks prior with each deployment.
LIMS Solution Development Guide	6.3	1 week following approval of PMP.
LIMS Solution Test Plan	6.3	2 weeks following approval of PMP, to be updated with each iterative test run
LIMS Solution Deployment Plan	6.3	2 weeks prior to each iterative deployment
LIMS Solutions System Operation Plan	6.3	2 weeks prior to each iterative deployment
Future CPSC LIMS Requirements	6.3	Due at first iterative deployment and to be updated with each iterative deployment
LIMS System Licenses	6.4	Licensing shall be delivered no later than 15 business days prior to LIMS implementation
LIMS Maintenance Guide	6.5	30 days prior to the end of the period of performance
Project Management Plan	7.3.1	Draft to be provided at Kick-Off meeting. Final PMP due 15 calendar days following the kick-off meeting
Monthly Progress Report	7.3.2	The fifth business day of the following month.
Project Kick-Off Meeting & Materials	7.3.3	To be scheduled and held within two weeks of contract award.
LIMS User Manual	7.4	30 calendar days prior to delivery of end user training sessions
LIMS Administrative Technical Manual	7.4	30 calendar days prior to delivery of administrative training sessions

<b>Deliverable</b>	<b>Section</b>	<b>Due Date</b>
LIMS Training Plan	7.6	14 business days prior to executing training
LIMS Training Materials	7.6	14 business days prior to executing training
LIMS Training Sessions	7.6	Executed once the LIMS Solution has been fully implemented and tested in the production environment. Training session shall be reflected within the overall master schedule.
User Acceptance Plan	7.7	10 business days prior to executing User Acceptance Test

**9.0 INSPECTION AND ACCEPTANCE**

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

**10.0 QUALITY CONTROL**

The contractor shall develop and maintain a quality control program that is in accordance with the PWS and the commonly accepted commercial practices. At a minimum, the contractor shall develop a quality control procedure that addresses the area identified in the PWS.

The contractor shall identify at least one individual who will be responsible for the day-to-day work performed and shall oversee quality assurance and any issues regarding contract performance. That individual, or individuals, so designated shall be available to respond to questions from CPSC regarding the contract.

**11.0 CONTRACTING OFFICER’S REPRESENTATIVE (COR) DESIGNATION**

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

Name: Brett E. Layton  
 Division: Office of Information Technology  
 Telephone: 301 504-7488  
 Email: blayton@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.

## **12.0 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Interim - OCT 2008)**

- (a) The contractor and their personnel shall be subject to the same Federal laws, regulations, standards and CPSC policies as CPSC personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA), Appendix III of OMB Circular A-130, and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at: <http://checklists.nist.gov/>.
- (b) To ensure that appropriate security controls are in place, Contractors must follow the procedures set forth in "CPSC Information and Information System Security/Privacy Requirements for IT Contracts".
- (c) These provisions shall apply to all contracts in which CPSC sensitive information is stored, generated, transmitted, or exchanged by CPSC, a contractor, subcontractor or a third-party, or

on behalf of any of these entities regardless of format or whether it resides on a CPSC system or Contractor/Subcontractor's electronic information system(s) operating for or on the CPSC's behalf.

(d) Clauses (a) and (b) shall apply to current and future contracts and acquisition vehicles including, but not limited to, job orders, task orders, letter contracts, purchase orders, and modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. §6301 et seq.

### **13.0 CLAUSES IN ADDITION TO GSA CONTRACT CLAUSES:**

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

**Delivery Address:**

U.S. Consumer Product Safety Commission  
National Product Testing Laboratory  
5 Research Place  
Rockville, MD 20850

The Consumer Product Safety Commission (CPSC) Laboratory facility is located in Rockville, MD. Deliveries are to be made to the loading dock area which is accessible from the parking area entrance on Research Place on the east side of the building. Do not enter the parking area from Research Court on the North side of the facility as there may not be sufficient room to maneuver and back up to the loading dock area on the east side of the building.

Deliveries may not be left outside the building or loading dock, unless specifically directed by appropriate CPSC staff. All deliveries shall be considered "inside deliveries" 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 and include the packing slip.

#### **ATTENTION GOVERNMENT VENDOR:**

##### **A. DELIVERY INSTRUCTIONS**

##### **1. DELIVERY INSTRUCTION FOR SMALL ITEMS**

Deliveries should be made between 9:00 a.m. and 4:00 p.m. on Monday through Friday (except holidays). Deliveries outside these hours require prior arrangements.

**Contacts:**

Andrew Stadnik, Lab Director, 301-987-2037 x1 OR 301-706-6902

Greg Rea – 301-987-2258  
Allyson Tenney- 301-987-2769  
Aaron Orland – 301-987-2248

For the Furniture, Chair, Exercise Equipment, and IT Equipment

Contacts:

Jim Shupe – 301-424-6421 x156 (Jim 240-882-6775)  
Douglas Brown – 301-504-7846  
Andy Stadnik – 301-706-6902

## 2. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

Large or heavy items must be delivered directly to the loading dock. If delivery cannot be made to the loading dock directly or via the leveling device and requires off-loading the item from the delivery vehicle to the ground, then deliveries of such large or heavy items should be scheduled 24 hours in advance and should be made between 9:00 a.m. and 3:00 p.m. on Monday through Friday (except holidays). Contact information is the same as above to arrange for CPSC lift truck operators or other lifting and handling support needs for the delivery.

## 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](mailto: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](mailto:9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov).

**C. PAYMENT**

Payment will be made as close as possible to, but not later than, the 30<sup>th</sup> 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](mailto: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](mailto: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 –Rudi Murray-Johnson at (301) 504-7028

#### **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 (Ralph King) 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 6 Contractor Use of CPSC Information Technology (IT) Resources**

- a. As identified under sections of the statement of work pertaining to Government furnished materials and equipment, the contractor is to be furnished certain CPSC IT resources. Access will be granted to Contractor employees from time to time during contract performance and will be limited to those Contractor employees specified in advance. In addition, the use of CPSC IT facilities, equipment or other resources by Contractor personnel shall be limited to performance of the work described in the contract.
- b. Prior to utilizing any CPSC IT resources, the Contractor shall contact the Director of the Information Technology Division and provide an estimate (written if requested) of the amount of resources to be required and shall request that a time be scheduled for use of the resources. In the event of any scheduling conflict between CPSC contract work and in-house CPSC work, the CPSC in-house work shall take precedence unless otherwise specified by the Director of the Information Technology Division.

#### **LC 10 Background Security Checks performed by the Contractor**

- a. All Contractor employees proposed and/or presently in service under this contract and any new Contractor employees to be utilized for performance of this contract may be subjected to background checks. Information regarding background and security checks to be performed on personnel shall be included with the proposal and contract award. These checks shall be performed at Contractor expense. The results of such checks shall be provided to the Government.
- b. Identical background and security checks shall also be performed on new or substitution personnel prior to entering into service under this contract.
- c. By execution of this contract, the Contractor certifies none of the employees working under this contract have been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.
- d. The Government reserves the right to remove from service any Contractor employee for any of the following:
- (1) Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.
  - (2) Falsification of information entered on security screening forms or other documents submitted to the Government.
  - (3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.

(4) Any behavior judged to pose a threat to personnel or property.

e. Failure by the contractor to comply with the terms of this clause may result in termination of the contract.

### **LC 13 Insurance**

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

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

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

(3) Automobile liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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

### **LC 14 CPSC Smoke Free Policy**

a. All Contractor employees working on-site at CPSC under this contract shall comply with the Commission's smoke free policy which became effective July 6, 1993.

b. This policy prohibits smoking in all CPSC owned and leased space, including headquarters, field offices, laboratory and sample storage facilities in order to protect the health and comfort of employees and guests.

c. Failure by the Contractor's employees to comply with the terms of this clause may be treated as a default pursuant to the terms of this contract and could result in termination of the contract for default.

#### **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 30 Security and Personal Identity Verification Procedures**

- a. The performance of this contract requires contractor employees to have access to CPSC facilities and/or systems. In accordance with Homeland Security Presidential Directive-12 (HSPD-12), all such employees must comply with agency personal identity verification (PIV) procedures. Contractor employees who do not already possess a current PIV Card acceptable to the agency shall be required to provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check prior to being permitted access to any such facility or system. CPSC may accept PIV issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to a CPSC facility or system without approval under the PIV process.
- b. Contracted employees must meet the following citizenship requirements:
1. A United States (U.S.) citizen; or,
  2. A national of the United States (see 8. U.S.C. 1408); or,
  3. An alien lawfully admitted into the United States for permanent residence as evidenced by an alien Registration Receipt Card form I-151
- c. Within five (5) days after contract award, the contractor shall provide a list of contracted personnel, including full name, social security number, and place (city and state) and date of birth to the designated Contracting Officer's Representative (COR). This information will be used to determine whether personnel have had a recent Federal background investigation and whether or not further investigation is required.
- d. For each contractor employee subject to the requirements of this clause and not in possession of a current PIV Card acceptable to CPSC, the contractor shall submit the following properly-completed forms: Electronic Standard Form (SF) 85 or 85-P, "Questionnaire for Non-sensitive Positions", SF (87) Fingerprint Chart, Optional Form (OF) 306 and a current resume. The SF-85 is available from the Office of Personnel Management's (OPM) secure website. The CPSC Office of Human Resources will provide the COR with the other forms that are not obtainable via the internet.
- e. The contractor shall complete the electronic security form and deliver the other completed forms indicated in paragraph d above to the COR within five (5) days of written notification from the COR of those contractor employees requiring background investigations.
- f. Upon completion of the investigation, the COR will notify the contractor in writing of all investigation determinations. If any contractor employees are determined to be unsuitable to be given access to CPSC, the contractor shall immediately provide identical information regarding replacement employees. The contractor is responsible for providing suitable candidates and fulfilling staffing requirements under the contract so that there is no break in service. This approval process applies to contract start up and any required replacement personnel. Failure to prequalify potential replacement personnel will not serve as an excuse for failure to provide performance. Non performance due to failure to provide suitable contractor employees may result in a Termination for Cause or Default.
- g. CPSC will issue a PIV Card to each on site contractor employee who is to be given access to CPSC facilities and systems. The employee will not be given access prior to issuance of a PIV card. CPSC may revoke a PIV Card at any time if an investigation or subsequent investigation reveals that the personnel are unsuitable.

- h. PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a CPSC facility, and shall present cards for inspection upon request by CPSC officials or security personnel. The contractor shall be responsible for all PIV Cards issued to the contractor's employees and shall immediately notify the COR if any PIV card(s) cannot be accounted for.
- i. CPSC shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to CPSC facilities and systems. The COR will notify the contractor immediately when CPSC has determined that an employee is unsuitable or unfit to be permitted access. The contractor shall immediately notify such employee that he/she no longer has access, shall remove the employee and shall provide a suitable replacement in accordance with contract requirements and the requirements of this clause.
- j. By execution of this contract, the contractor certifies that none of the employees working under this contract have been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years. During contract performance the contractor shall immediately notify CPSC if one of its employees working under this contract has been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five years.
- k. The Government reserves the right to have removed from service any Contractor employee for any of the following:
  - 1. Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.
  - 2. Falsification of information entered on security screening forms or other documents submitted to the Government.
  - 3. Improper conduct during performance of the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.
  - 4. Any behavior judged to be a threat to personnel or property.
- l. The COR shall be responsible for proper separation of contracted employees at the Consumer Product Safety Commission. The COR shall ensure that each contractor employee completes CPSC's official out processing procedures. The contracted employee shall report to the CPSC Facilities Security Specialist to obtain a Contractor Employee Accountability and Clearance Record. This record shall be completed as part of the official out-processing procedures and returned along with the PIV card, key fobs, keys and any other previously issued material.
- m. Contractor employees shall comply with applicable Federal and CPSC statutes, regulations, policies and procedures governing the security of the facilities and system(s) to which the contractor's employees have access.
- n. Failure on the part of the contractor to comply with the terms of this clause may result in termination of this contract for cause or default.
- o. The contractor shall incorporate this clause in all subcontracts.

### **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.

### **LC 32 Standards of Conduct**

1. Government contractors must conduct themselves with the highest degree of integrity and honesty. Contractors shall have standards of conduct and internal control systems that:

- a. Are suitable to the size of the company and the extent of their involvement in Government contracting,
- b. Promote such standards,
- c. Facilitate timely discovery and disclosure of improper conduct in connection with Government contracts, and
- d. Ensure corrective measures are promptly instituted and carried out.

2. By submitting a proposal in response to this solicitation and under award of any resultant contract, the Contractor agrees to employ standards of conduct and internal control systems, which shall include, but are not necessarily limited to the following.

The contractor shall provide, for all employees:

- a. A written code of business ethics and conduct and an ethics training program
- b. Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with standards of conduct and the special requirements of Government contracting;
- c. A mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
- d. Internal and/or external audits, as appropriate;
- e. Disciplinary action for improper conduct;
- f. Timely reporting to appropriate Government officials of any suspected or possible violation of law in connection with Government contracts or any other irregularities in connection with such contracts; and
- g. Full cooperation with any Government agencies responsible for either investigation or corrective actions.

h. A copy of the written code of ethics and information regarding the above shall be made available to the Government upon request.

### **LC 33 Contractor Personnel**

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

### **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 thirty (30) days of contract 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 thirty (30) days prior to expiration of contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least forty-five (45) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years, six months.

(End of clause)

### **52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015)**

(a) Definitions. As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-

term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Month of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and

Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, the Contractor shall report the following information at <http://www.fsr.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and

Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$30,000 to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRs database at <http://www.fsr.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

## **12.0 52.227-14 Rights in Data—General.**

As prescribed in 27.409(b)(1), insert the following clause with any appropriate alternates:  
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)

### **13.0 52.227-19 Commercial Computer Software License.**

As prescribed in 27.409(g), insert the following clause:

Commercial Computer Software License (Dec 2007)

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial

computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be—

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

Notice-Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract

No. \_\_\_\_\_.

(End of clause)

#### **52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.