

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Base Year - October 31, 2014 through October 30, 2015 Economic analysis support				
0002	Option year 1 - October 31, 2015 through October 30, 2016 Economic analysis support Amount: \$0.00 (Option Line Item)				0.00
0003	Option year 2 - October 31, 2016 through October 30, 2017 Economic analysis support Amount: \$0.00 (Option Line Item)				0.00
0004	Option year 3 - October 31, 2017 through October 30, 2018 Economic analysis support Amount: \$0.00 (Option Line Item)				0.00
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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)	
41c. DATE		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
CPSC-D-15-0004

PAGE OF
3 20

NAME OF OFFEROR OR CONTRACTOR
INDUSTRIAL ECONOMICS INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	Option year 4 - October 31, 2018 through October 30, 2019 Economic analysis support Amount: \$0.00 (Option Line Item)				0.00

PERFORMANCE WORK STATEMENT (PWS)
ECONOMIC ANALYSIS SUPPORT

A. CONTRACT TYPE

This contract is an indefinite delivery, indefinite quantity, performance based contract with 4 one year options. Services will be ordered via firm-fixed price task orders. The guaranteed minimum under this contract is one task order in the base year only.

1. Issuance of Task Orders

- a. Task orders will be issued against this IDIQ contract. The Government will send a written request for quotation for a proposed task to the Contractor. The Contractor will submit a written proposal describing the technical approach to complete the work, a firm fixed price and cost breakdown, substantiating hours and any other supporting information required by the request for quotation. Upon completion of negotiations for a task the Government will issue a firm fixed priced task order. The issuance of all task orders will be contingent upon an agency decision to fund the service.

B. BACKGROUND INFORMATION

1. A legislative mandate gives the Consumer Product Safety Commission (CPSC) regulatory authority and enforcement powers over a wide range of consumer products. To carry out its mission effectively, the CPSC requires policy-relevant data and analyses to assess the consequences of product-related injuries and deaths, to estimate the costs and benefits of its programs and activities, and, thus, to allocate both its own and society's limited resources efficiently. The Consumer Product Safety Act requires Section 9 findings for regulations under this act, which must show a reasonable relationship between the benefits and costs of proposed actions. The Commission is also required to conduct economic analyses by overarching federal rules. For example, the Regulatory Flexibility Act (5 U.S.C., 601-612) requires that the Commission to analyze the impact of its rules on small business. For major rules, those with an economic impact over \$100 million, the Commission is required to conduct a regulatory impact analysis. The Commission is also required to conduct rule reviews on existing rules. In other cases, such as voluntary standards, a benefit-cost analysis may be conducted, even if not required.

2. Commission staff employ a wide variety of resources to estimate the potential costs of Commission actions, including federal statistical data, federal agency reports, international reports, contacts with individual manufacturers, importers, and retailers; contacts with industry associations, private credit records, private market research reports, examination of the websites of manufacturers, importers, wholesalers, retailers, suppliers to consumer product industries, consumers, and information provided in comments on proposed regulations by industry and consumers.
3. The Commission's major tool for estimating the benefits from the prevention of consumer product related injuries is the Injury Cost Model (ICM). The Commission originally funded the ICM because it recognized the need to measure, on a common basis, the magnitude of a wide range of injuries associated with consumer products. Used in conjunction with injury and fatality data, the ICM permits the CPSC to compare alternative policies designed to reduce the incidence of injuries.
4. The principal source of data available to CPSC concerning consumer product-related injuries is the National Electronic Injury Surveillance System (NEISS). NEISS is a statistically-valid national sample of product-related injuries collected from hospital emergency rooms throughout the country. The NEISS permits estimation of injury frequencies on the basis of type of injury and body part injured, the age and sex of the victim, and the consumer product associated with the injury. The underlying objective of the ICM is the development of disaggregated estimates of injury costs which can be integrated with the NEISS database to produce estimates of injury costs according to the various dimensions of the NEISS sample. For fire-related injuries and deaths, the CPSC most often uses estimates developed from data provided by the National Fire Incident Reporting System and the National Fire Protection Association. There are also other specialized databases that deal with various types of poisoning.
5. Deaths are estimated using samples of coroners' reports and other fatality databases. The Commission uses a valuation of statistical life based on a willingness-to-pay methodology to estimate the economic losses associated with consumer product related fatalities.

C. OBJECTIVES

The objective of this contract is to engage the services of a Contractor with expertise in conducting a variety of economic studies, including but not limited to, benefit-cost analyses, industry studies, responses to public comments on economic issues, rule review, and regulatory flexibility analyses.

D. DESCRIPTION OF SERVICES

Independently, and not as an agent of the U.S. Government, the Contractor shall furnish all necessary personnel, materials, services and facilities except as specified in individual Task Orders and in the section on "GOVERNMENT FURNISHED MATERIALS/EQUIPMENT" to perform the types of services set forth below.

- (1) Examples of services that may be performed under this contract are set forth below.
 - (a) Conduct initial regulatory flexibility analyses (IRFAs) and final regulatory flexibility analyses (FRFAs) for a mandatory standard for a children's product under Sec. 104 of the Consumer Product Safety Improvement Act (CPSIA, PL110-314).
 - (b) Conduct a regulatory impact analysis (RIA) for a ban on a chemical as part of rule review required for a major rule under the Congressional Review Act (5 U.S.C. § 802(a)).
 - (c) Respond to economic comments received in response to a CPSC Advance Notice of Proposed Rulemaking (ANPR)..
 - (d) Conduct a market research study on an industry to assist in evaluating a petition.
 - (e) Develop regulatory alternatives for a rulemaking.
- (2) The Contractor shall purchase or otherwise obtain data on production, sales revenue, prices, and industry employment. Costs for any purchases of data shall be included in the Contractor's firm fixed price for the task. Any new data collection may require OMB clearance.
- (3) The Contractor shall provide CPSC with a draft and final version of written reports on any of the topics in the examples listed in D(1)(a):
 - (a) IRFAs, responses to comments on IRFAs, and FRFAs
 - (b) RIAs
 - (c) Section 9 findings for a rulemaking under the Consumer Product Safety Act.
 - (d) Evaluation of a petition.
 - (e) Market research on regulated industries
 - (f) Rule Reviews
 - (g) Written reports shall thoroughly document all data, assumptions, and statistical or econometric techniques used in each report. Sensitivity analysis shall be required when there are uncertainties in data used.

Tasks may be divided into several phases, since performance of a phase may be contingent on the outcome of a prior phase.

The Contractor shall appoint a lead program manager with overall responsibility for performance under the contract. The lead program manager shall be the single point of interface with the government for all matters concerning technical progress and problems, performance, schedule, resources, and other work-related matters.

(4) All data, reports, reviews, and other information developed by the Contractor shall be considered as confidential information compiled for statistical purposes, and shall be the property of the United States Government. Because material developed under this contract may be involved with law enforcement activities, the Contractor shall maintain all records in strict confidence, as specified in section "DISCLOSURE OF INFORMATION," reporting only to the CPSC Contracting Officer Representative (COR) or such other persons as may be authorized by the CPSC Contracting Officer.

a) The Contractor shall not be an importer, distributor, or manufacturer of consumer products subject to the jurisdiction of the laws administered by the CPSC.

E. PERIOD OF PERFORMANCE

The base period of performance for the contract is from October 31, 2014 through October 30, 2015 with four one year option periods. Periods of performance for individual task orders will be outlined in each task order.

F. REPORTING REQUIREMENT

The Contractor shall submit all deliverables and reports to the Contracting Officer's Representative (COR). Specific reporting requirements will be outlined in each task order. At a minimum the following is required:

(1) Format – The Final Reports shall be in the following format:

- (a) Cover in heavier paper than the inner pages.
- (b) Typed on durable grade of white letter size paper.
- (c) Information concerning:

- 1) The Contract Number, Task Title, Task Number and subject of the task
- 2) The logo and name of the Contractor preparing the report
- 3) A Table of Contents with page numbers

- 4) Alternatively, the reports may be submitted with the same content in Word format electronically, at the discretion of the Project Manager.

(2) Contents – The specific content of the reports depends on the subject of the Task Order; however, any of the individual items in the following example may be required by an individual task order:

- (a) An economic impact assessment discussing the anticipated costs of benefits of a proposed regulation, including regulatory alternatives, impacts on retail prices, impacts on small businesses, impacts on the utility of the product, paperwork burdens, the number, size, and financial capacity of the firms in the industry, conformance with existing voluntary standards, description of regulated products, industry sales and product trends, and estimation and projection of future benefits as the current population of products is replaced by products complying with the proposed standard. Any new data collection, including contacts with industry or consumer representatives, may require OMB clearance.
- (b) Supporting data for any economic analysis in the form of SAS databases or Excel spreadsheets. Data presented in these electronic formats should be self-documenting in terms of explaining variables and SAS program operations.

G. APPROVAL AND ACCEPTANCE

- a. All materials submitted by the Contractor for review, approval and acceptance will be reviewed by the COR on the schedule specified in the individual task assignment.
- b. Acceptance/rejection of the Contractor's work, which includes reports and work products, will be based on conformance with the task assignment.
- c. Acceptance/rejection of the Contractor's work will be transmitted to the Contractor by the COR, in writing, within five (5) working days after review of the materials submitted.

I. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

- a. The Government shall furnish to the Contractor for use in connection with this contract the materials/equipment set forth below:
 - 1) Copies of examples of previous CPSC economic analyses, including IRFAs, FRFAs, RIAs, Section 9c findings under CPSA, responses to

economic comments, industry studies, and analyses of alternative regulatory options.

- 2) Copies of methodological reports conducted to support economic analyses including documentation of CPSC studies on benefits estimation for various types of injuries and illnesses, such as the Injury Cost Model, and methods for estimating the products in use and their survival, the CPSC's Product Population Model.
 - 3) CPSC generated data on injury costs or deaths, injuries and illnesses, as required for analyses and comparisons.
 - 4) Information on the status of voluntary standards efforts, if applicable to the task.
 - 5) Information obtained by CPSC staff from firms. It may be necessary with sensitive issues for the Project Officer or other CPSC staff to contact firms rather than the contractor.
 - 6) Financial information on firms, when required for an analysis.
- b. All materials provided hereunder are for exclusive use in performance of this contract. Any such material not expended in performance of this contract shall be returned to CPSC upon completion of the contract.
- c. All other materials/equipment required in the performance of this contract shall be furnished by the Contractor.

J. Performance Assessment Plan

Successful performance will be measured by the following performance measures:

Performance Objectives

1. Comprehensive listing of firms in an industry, including identification of key parameters, such as firm size, and whether firm is importer or manufacturer, and key product characteristics, e.g., product dimensions.

Performance Thresholds

95% of firms are identified,
100% of firms identified are classified by SBA size category.
90% of firms identified are classified by import/mfr. status

Performance Criterion:

2. Key costs of compliance with proposed standards are identified in IRFAs or ANPRs, including costs for

100% of costs and changes are identified qualitatively,

retooling, costs for additional labor or materials required for product compliance, potential changes in the utility or appearance of the product.

90% of costs are identified quantitatively

3. Analyses use economic, financial, and statistical, concepts, including, but not limited to, discounting, apparent consumption, opportunity costs, annualized costs, and consumer surplus, appropriately and correctly

Performance Levels:
100% accuracy

4. Analyses are conducted in accordance with executive orders and OMB circulars on benefit-cost analysis; data collections in accordance with PRA guidelines enforced by OIRA. Analyses meet the requirements of the Regulatory Flexibility Act, the CPSA, the CPSIA, or the Congressional Review Act, if applicable.

100% conformance

LCIA CONTRACTOR'S NOTE

A. BILLING INSTRUCTIONS

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

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

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

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

OR

Via email to:

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

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, 405-954-1693.

B. PAYMENT

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

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to Caleb Pierce at 405-954-1693 or at the U.S. Mail and Fedex addresses listed above:

Complaints related to the late payment of an invoice should be directed to Ricky Woods at the same the same address (above) or 405-954-5351.

Customer Service inquiries may be directed to Adriane Clark at AClark@cpsc.gov.

C. INSPECTION & ACCEPTANCE PERIOD

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

D. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Contract Specialist – Eddie Ahmad at (301) 504-7884

E. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

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

F. PROPERTY/EQUIPMENT PURCHASES

In the case of Purchase Orders/Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Purchase Order/Receiving Report must also be immediately forwarded directly to the Property Management Officer (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.

CLAUSES IN ADDITION TO GSA CONTRACT

LC 5 Contracting Officer's Representative (COR) Designation

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

Name: William Zamula
Telephone: 301-504-7709
Email: wzamula@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 make changes that affect price, quality, quantity or delivery,
 - 2) direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and
 - 3) make commitments or changes that affect price, or take any action that commits the Government or could lead to a claim against the Government.
- d. This delegation is not redelegable and remains in effect during the period of performance of the contract.
- e. A clear distinction is made between Government and Contractor personnel. No employer employee relationship will occur between government employees and Contractor employees. Contractor employees must report directly to their company (employer) and shall not report to Government personnel.

LC 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 COR it shall not: (a) release or disclose such information, (b) discuss or use such information for any private purpose, (c) share this information with any other party, or (d) submit an unsolicited proposal based on such information. These restrictions will remain in place unless such information is made available to the public by the Government.

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

52.216-18 Ordering

ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through expiration of the current contract year [see schedule].

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

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

(End of clause)

52.216-19 Order Limitations

ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than ___\$500_____, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of ___\$500,000 _____;

(2) Any order for a combination of items in excess of _____\$1,000,000_____; or

(3) A series of orders from the same ordering office within Three (3) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within Two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity

INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

52.232-18 Availability of Funds.

(APR 1984)

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

(End of clause)

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 fifteen (15) days prior to completion of the last stated option period.

(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 fifteen days prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

(FEB 2012)

(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 a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies

that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

"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)(1) 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 \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrs.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.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).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year in the Central Contractor Registration (CCR) database via <https://www.acquisition.gov>, 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) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; 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>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsrs.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) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; 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>.)

(d)(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 to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

(End of clause)