

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER REQ-2200-14-0025		PAGE OF 1   18	
2. CONTRACT NO. GS-07F-0183V		3. AWARD/EFFECTIVE DATE 09/25/2014		4. ORDER NUMBER CPSC-F-14-0089		5. SOLICITATION NUMBER CPSC-Q-14-0247	
6. SOLICITATION ISSUE DATE 09/22/2014		7. FOR SOLICITATION INFORMATION CALL:		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 <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CONSUMER PRODUCT SAFETY COMMISSION OFFICE OF INFO & PUBLIC AFFAIRS 4330 EASTWEST HIGHWAY ROOM 519 BETHESDA MD 20814		CODE EXPA		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 PR NEWSWIRE 601 13TH STREET NW SUITE 850 SOUTH WASHINGTON DC 20005		CODE [REDACTED]		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CPSC Accounts Payable Branch AMZ 160 P. O. Box 25710 Oklahoma City OK 73125	
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	
		DUNS Number: [REDACTED] CONTRACTING OFFICER REPRESENTATIVE (COR): KIM DULIC EMAIL: RDULIC@CPSC.GOV TEL: 301-504-7058  CONTRACTOR SHALL FURNISH ALL NECESSARY PERSONNEL, MATERIALS, SERVICES, SUPPLIES AND TRAVEL NECESSARY TO PROVIDE THE FOLLOWING VIDEO PRODUCTIONS SERVICES AS STATED HEREIN FOR A PERIOD OF ONE (1) YEAR BEGINNING 29 SEPTEMBER <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA 0100A14DSE-2014-4469900000-CM00001600-252H0						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$74,000.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
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) Kim Miles		
					31c. DATE SIGNED 9/25/14		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	2014 THROUGH 28 SEPTEMBER 2015.				
0001	VIDEO NEWS RELEASE (VNR) - SUBJECT MATTER ENTITLED "PROMOTING SAFETY ONLINE SHOPPING"	1	EA	31,500.00	31,500.00
0002	PUBLIC SERVICE ANNOUNCEMENT (PSA) - SUBJECT MATTER ENTITLED "TIP-OVER PREVENTION"	1	EA	24,500.00	24,500.00
0003	SATELLITE MEDIA TOUR (SMT) - SUBJECT MATTER ENTITLED "SAFE TOY SHOPPING"	1	EA	18,000.00	18,000.00
The total amount of award: \$74,000.00. The obligation for this award is shown in box 26.					

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

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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 \_\_\_\_\_

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

## PERFORMANCE WORK STATEMENT

### 1. Description of Services:

The contractor shall provide video production services to include: one video news release (VNR), one public service announcement (PSA), and one satellite media tour (SMT)(collectively referred to as “the videos”) to support the Consumer Product Safety Commission, Office of Communications, 4330 East-West Highway, Bethesda, Maryland.

### 2. Services and Prices:

The contractor shall provide services in accordance with block 20, Schedule of Supplies/Services for CLINS 0001 through 0003.

### 3. Background:

The U.S. Consumer Product Safety Commission (CPSC) is a small, independent regulatory agency with the mission of protecting consumers from injury and death relating to 15,000 different types of products under its jurisdiction. Though a small agency, CPSC often makes important news vital to keeping consumers safe.

### 4. Objective:

a) The contractor shall provide all labor, materials, equipment, facilities and travel required to produce the video production services as specified herein.

b) The Government will use these video services to promote its safety message, which shall include product recall announcements and education campaigns.

c) The contractor shall consistently produce innovative, professional and high quality videos, usually under a tight deadline. This tight deadline may range from a three (3) day turn around to a thirty (30) day turn around, depending on the urgency of the subject matter, which will be determined by the Contracting Officer Representative (COR).

d) Equally important to the video production services of the contract, is the marketing of the news story to journalists. The contractor shall have the capability to exploit cutting-edge technology and equipment, and follow up with conventional pitching to ensure maximum dissemination. Examples of CPSC video news releases and public service announcements can be found at <https://www.youtube.com/user/USCPSC>.

### 5. Contract Type:

This contract is a firm-fixed price, performance based contract.

## **6. Description of Work:**

A) The contractor shall have an editing/broadcast facility within twenty-five (25) miles of CPSC, Headquarters Office in Bethesda, Maryland. Videotaping will take place, locally, within 150 miles of Washington D.C. Metropolitan areas except where specified below.

B) The contractor shall have a production team with a minimum of 10 years of experience in providing video production services for the federal government and knowledge of compliance requirements and approval processes.

C) The contractor shall produce, market, evaluate and distribute a video news release, public service announcement and satellite media tour as described below:

### **1. Video News Release**

a. The contractor shall develop a shooting plan promoting “Safe Online Shopping” video news release, to include footage of online shoppers using the computer, various consumer products, warehouse facilities of Internet retailers and the CPSC spokesperson’s sound bites.

b. Filming for this video news release may include up to three days of shooting, approximately 10 hours per day. Filming requires the participation of an on-site producer, a camera crew that provides professional lighting, sound quality, and up to a half day (5 hours) use of a teleprompter. This video project will require a single day (10 hours) of filming at each of the following locations: Detroit, Michigan and San Francisco, California.

c. The contractor shall use HD and/or cinema cameras, with the option of a remote mini HD remote camera, jib arm, slider and other enhanced video products.

d. The contractor shall edit (using AVID/digital editing equipment) the sound bites and cover or package into a video of between 30 seconds to 10 minutes in length, depending on its use as defined by CPSC during initial meeting. The contractor shall provide stock music and professional voice over talent when the script/shooting plan has been approved by CPSC. The contractor shall have design capabilities such as 3D animation, motion graphics, sound effects, and voice alteration. Total editing time shall not exceed twelve (12) hours.

e. The contractor shall develop and write slates to explain the news story. The slates must be submitted to CPSC in writing and must be approved, in advance by CPSC.

### **2. Public Service Announcement**

a. The contractor shall develop a shooting plan for promoting a PSA regarding “Tip Over Prevention” safety. The PSA shall include footage of a mock child’s bedroom at CPSC’s testing facility located in Rockville, MD, animation of a dresser or bureau tipping over and crashing down. Filming may include up to a day and a half (15 hours) of videotaping. Shooting

requires the participation of an on-site producer, a camera-crew that provides professional lighting, sound quality, and up to a half day (5 hours) use of a teleprompter.

b. The contractor shall use HD and/or cinema cameras, with the option of a remote mini HD remote camera, jib arm, slider and other enhanced video products.

c. The contractor shall edit (using AVID/digital editing equipment) the package into a video of between 30 seconds to 10 minutes in length, depending on its use as defined by CPSC during the initial meeting. The contractor shall provide stock music and professional voice over talent when the script/shooting plan is approved. The contractor shall have design capabilities such as 3D animation, motion graphics, sound effects and voice alteration. Total editing shall not exceed twelve (12) hours.

### **3. Satellite Media Tour**

a. The contractor shall conduct a two (2) camera, three (3)-hour in-studio satellite media tour on "Safe Toy Shopping." The contractor shall shoot and produce sound bites during the satellite media tour for use by CPSC.

b. The contractor shall distribute b-roll footage to TV stations in advance of the satellite media tour.

**D)** The contractor shall allow CPSC to preview the videos via streaming video online to speed the approval of updates and changes to the videos. The contractor shall make any last-minute edits (if required by CPSC) up until the broadcast of the initial satellite feed or posting of the video online.

**E)** The contractor shall market, by pitching and by distribution of messaging of the videos to TV stations and broadcast journalists to ensure nationwide notification and dissemination of each of the videos.

The contractor shall market the topic and the CPSC talent to TV stations nationwide with a focus on the top 100 Designated Market Area (DMA). The contractor shall maximize the three-hour satellite window with scheduled interviews for the CPSC representative(s), ensuring there are no extended breaks, greater than fifteen minutes, in bookings.

Since CPSC news stories cannot always be pre-announced until the day of the broadcast, the contractor shall have the ability to implement advance notification within a six (6) hour timeframe prior to the initial video broadcast.

There are sensitive situations in which notification may be held at CPSC's request until the day of broadcast. CPSC will notify the contractor when pre-release media pitching is not permitted. Some early morning broadcasts will require notification (24) hours prior to announcement. Some of the videos will permit earlier promotion, but specific details must be approved by CPSC's COR.

The advance notification shall include a media advisory developed and written by the contractor and approved by CPSC. The advisory shall feature a summary of the news story, satellite feed, digital gateway information, coordinates or other distribution information, and additional contact information.

The CPSC COR shall authorize the distribution schedule of the advisory. An email authorization will be provided to the contractor not later than twenty-four (24) hours prior to satellite feed (except in sensitive situations described above).

1. The advance notification methods shall also include:

a. Email, fax, telephone and other distribution of the media advisory to a minimum of 800 broadcast news reporters and producers in at least 200 US TV and cable markets.

b. Posting the advisory and corresponding press release (approved by CPSC) on the contractor's web portal. The document should have a direct link or be easily accessible from the contractor's homepage. Accessibility shall be available for a minimum of 90 days and the website shall include the following:

- Use an RSS feed and/or other instant notification tools (ex. automatic Twitter/Facebook feeds).
- a broadcast-quality, encoded or trackable version of each video, and supporting documents such as the news release, available for download in a format that is the current industry standard.
- streaming videos available for online viewing.
- information on how to locate and download the videos from the digital gateway.
- information on how to request a hardcopy of the video. If requested, the contractor shall provide a broadcast quality hardcopy video and send for delivery the same day or next day. If additional hardcopies are requested, the requestor shall be referred to CPSC COR.
- be searchable using major search engines as soon as the video is released.

c. The contractor shall send a press advisory via at least two national wire services.

d. The contractor shall target a minimum of 500 broadcast journalists via social media directly.

e. Perform a minimum of 100 targeted pitch calls to broadcast journalists. CPSC will review and approve the callers' pitching points by way of email at least twenty-four (24) hours prior to satellite feed.

Note: The contractor will be exempt from this requirement if the CPSC COR notifies the contractor that minimal advanced notice of the upcoming satellite feed will be given to broadcast media.

**F)** The contractor shall have the ability to monitor and track VNR and PSA usage, for example by adding encoding or with the use of another monitoring service. The contractor shall also add closed captioning to the videos, and broadcast the videos in two (2) 30-minute satellite (example C-band, KU digital) windows at times designated by CPSC.

The contractor shall post the encoded or trackable videos on a digital gateway site (such as Path fire) so the videos can be downloaded in broadcast quality by TV and cable stations at any time for a minimum of two (2) weeks. The contractor shall share hosting on a File Transfer Protocol (FTP) site for easy downloading and post-satellite feed.

The contractor shall track usage of the videos with Nielson or a similar company and provide evaluation reports (using SIGMA encoding or other tracking results) showing the number of TV viewers (with name, location of TV stations and airtimes) and estimated media value for the media coverage. The first report shall be provided within 72 hours of broadcast. The final report shall be provided 90 days after the broadcast.

**G)** CPSC COR will provide the contractor with product samples as required for each individual video service.

**H)** All materials provided hereunder are for exclusive use in performance of this contract. Any such materials not expended shall be returned to CPSC upon completion of the contract.

## **8. Reporting Requirements**

The contractor shall submit the following reports to the CPSC COR.

a. The contractor shall provide an electronic, written preliminary report within 72 hours of the initial broadcast of each video and additional electronic notification on each Monday by 5 p.m. ET for the next 30 days. The reports must include:

1) SIGMA encoding or another tracking method showing total broadcasts and total number of viewers reached including listings of City/Market, Station/Channel, Affiliate, Date, Time, and Length of Broadcast.

2) Estimated monetary value of media coverage received.

b. A final written report shall be provided by the contractor. In addition to the information required under paragraph 8.a (1) and (2) above, the final summary shall include the following:

1) A description of the broadcasts demographic profiles for the top 30 markets covering the story.

2) Final listings of City/Market, Station/Channel, Affiliate, Date, Time, Length of Broadcast and Estimated Audience.

3) The final report shall be distributed to CPSC electronically as a pdf. document. The report shall contain the following:

- a) A cover page, including
  - The title of the report
  - The name of the contractor
  - The contract number
- b) A table of contents
- c) Finalized information and totals from previous reports.

### 9. Performance Schedule:

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

Initial meeting with CPSC COR	Within 1 business day from the effective date of award
Develop Shooting Plan/Shot List	Within 10 business day after meeting with COR
Upon approval of shooting plan/ shot list, contractor shall perform videotaping	Within 15 business days after approved shooting plan or agreed upon time with COR
Edit Video	Within 1 business day after videotaping
Make additional edits, if required After CPSC review of video	Last minutes edits may be required up until broadcast. (Ref. paragraph D)
Write/clear advisories and notify TV stations of satellite broadcast	Minimum 5 business days before the satellite feed
Add SIGMA encoding, Critical Mention monitoring or other Monitoring service	Within 1 business day of broadcast
Create & Delivery FTP site	Within 72 hours of broadcast

Preliminary Report (monitoring results)	Each Mondays by 5 p.m.ET for 30 calendar days after broadcast
Additional Report (monitoring results)	90 calendar days after broadcast
Final Report (monitoring results)	90 calendar days after broadcast

**10. Performance Assessment Plan:**

The contractor service requirements are summarized into performance objectives that relate directly to the mission essential projects of this contract. The performance threshold briefly describes the minimum acceptable levels of service required for each objective. The thresholds are critical to mission success.

Performance Objectives	Performance Thresholds
<u>Customer Satisfaction:</u>	
Provides a well-produced, marketable, and ready to distribute video as described in the PWS	Receives no more than one complaint regarding the quality of the video.
<u>Reporting Requirements:</u>	
Reports are accurate, complete and properly formatted in accordance with paragraph(s) 8 and 9.	Reports are submitted timely 95% of the time. Information provided is 100% accurate.
<u>Response Time:</u>	
Provide timely delivery of the requirements as specified in paragraph 9, Performance Schedule	Contractor's personnel must meet the response times as specified in paragraph 9, Performance Schedule 95% of the time.

**11. PERIOD OF PERFORMANCE**

The period of performance is September 29, 2014 through September 28, 2015.

**12. QUALITY CONTROL**

The contractor shall develop and maintain a quality control program to ensure qualified and professional personnel are being provided and that their performance is in accordance with the criteria stated within this performance work statement and commonly accepted commercial

practices. At a minimum, the contractor shall develop quality control procedures that address the areas identified in the performance work statement.

### **13. 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](mailto: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.

#### 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 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](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.

#### ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Rudi M Johnson (301) 504-7028

#### 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.

#### **14. CLAUSES**

##### **LC5B Contracting Officer Representative (COR)**

a) The following individual has been designated at the Government's Contracting Officer Representative for this contract:

Name: Ms. Kim Dulic  
Division: Office of Communications  
Room 717  
Telephone: 301-504-7058  
Email: rdulic@cpsec.gov

b) The CPSC Contracting Officer Representative is responsible for:

(1) 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.

(2) performing technical evaluation as required, assisting the Contractor in the resolution of technical problems encountered during performance; and

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

c) The Project Officer is not authorized to and shall not:

(1) make changes in scope of work, contract schedules, and/or specifications to meet changes and requirements,

(2) direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and

(3) take any action that commits the Government or could lead to a claim against the Government.

### **LC 21A Disclosure of Information - Limits on Publication**

a. The Contractor shall submit to the Commission any report, manuscript or other document containing the results of work performed under this contract, before such document is published or otherwise disclosed to the public, to assure compliance with Section 6(b) of the Consumer Product Safety Act (15 U.S.C. Section 2055(b)), Commission regulations (16 C.F.R. Part 1101), and a Commission directive (Order 1450.2). These provisions restrict disclosure by Commission Contractors of information that (1) permits the public to identify particular consumer products or (2) reflects on the safety of a class of consumer products. Prior submission allows the Commission staff to review the Contractor's information and comply with the applicable restrictions. CPSC should be advised of the Contractor's desire to submit or publish an abstract or a report as soon as practical.

b. Any publication of, or publicity pertaining to, the Contractor's document shall include the following statement: "This project has been funded with federal funds from the United States Consumer Product Safety Commission under contract number CPSC-F-09-. The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission.

### **LC 21B Disclosure of Information - Restricted Publication**

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

b. Should the contractor subsequently apply to the Consumer Product Safety Commission for permission to publish documents containing the results of this work and the release is approved in writing, any publication of, or publicity pertaining to, the Contractor's document shall include the following statement: "This project has been funded with federal funds from the United States Consumer Product Safety Commission under contract number CPSC-F-14-. The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission.

### **LC 22 Handling of Confidential Information**

a. If the Contractor obtains confidential business information about any company in connection with performance of this contract, either from the CPSC, the other company itself, or any other source, the Contractor agrees that it will hold the information in confidence and not disclose it either to anyone outside the CPSC or to any Contractor employee not involved in performance of this contract.

b. At the completion of performance of this contract, the Contractor shall return any confidential information, obtained as described above, either to its owner or to the CPSC. No such information shall be retained by the Contractor. Furthermore, the Contractor agrees not to use any such confidential business information for any purpose other than performance of this contract. During contract performance, the Contractor shall maintain confidential business

information obtained as described in this article in a safe or locked file cabinet to which only employees performing work under this contract shall have access. A log shall be maintained to reflect each entry to the safe or cabinet. The Contractor shall provide to the CPSC Division of Procurement Services, 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 CPSC Contracting Officer.

c. A site inspection of the Contractor's security measures for confidential information may be performed by the CPSC Project Officer prior to contract award and at any time during contract performance as deemed necessary by the Project Officer. Approval of the security measures by the CPSC Project Officer 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 (attached) from each employee who will work on this contract or have access to data obtained or developed under this contract.

#### **LC 26 Public Information**

a. Rights to all information, uses, processes, patents, and other developments resulting from this contract will be made available by the Commission to the public without charge on a nonexclusive basis. Nothing in this provision shall be construed to deprive any person of any right which he may have had, prior to entering into this contract, to any patent, patent application, or invention or to any proprietary data or trade secret. The Contractor agrees that he will include this provision in all subcontracts made under this contract.

b. Sections 200-211 of Title 35 of the United States Code specifically supersede the above to the extent that they permit small business firms and nonprofit organizations to retain, in most cases, exclusive commercial rights to inventions made with Commission support.

#### **52.203-17 – Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (Sep 2013)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

### **52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (Jul 2013)**

(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.

“Months 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 (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that 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).

(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 \$25,000 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 \$25,000 to avoid the reporting requirements in paragraph (d).

(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.fsrs.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)

#### **52-217-08 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. There 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.

#### **52.232-99 Providing Accelerated Payments to Small Business Subs-contractors (Deviation (Aug 2012))**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16. Providing Prompt Payments to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subs-contractors to the maximum extent practicable after receipt of a proper invoice and all proper documentations from the small business subs-contractor.

(b) Include the substance of this clause, including this paragraph (b), in all subs-contractors with small business concerns.

© The acceleration of payments under this clause does not provide any new rights under the Prompt Payments Act.