

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

1 REQUISITION NUMBER: REQ-2200-16-0029  
PAGE OF: 1 23  
2 CONTRACT NO.: CPSC-S-16-0064  
3 AWARD/EFFECTIVE DATE: 09/28/2016  
4 ORDER NUMBER  
5 SOLICITATION NUMBER  
8 SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: **Cassandra Sterba**  
b. TELEPHONE NUMBER (No collect calls): 301-504-7837  
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  
NAICS: 611699  
SIZE STANDARD: \$6.50

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

15. DELIVER TO: CONSUMER PRODUCT SAFETY COMMISSION  
OFFICE OF COMMUNICATION  
4330 EAST WEST HIGHWAY  
BETHESDA MD 20814  
CODE: OCM  
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: YMI INC  
90 CROWN ST  
NEW HAVEN CT 06510-3011  
CODE: [REDACTED]  
FACILITY CODE:  
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER:   
18a. PAYMENT WILL BE MADE BY: CPSC Accounts Payable Branch  
AMZ 160  
P. O. Box 25710  
Oklahoma City OK 73125  
CODE: FMPS

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: [REDACTED] COS: Elizabeth Klinefelter Phone: 301-504-7508 Email: EKlinefelter@cpsc.gov  The contractor shall provide services in accordance with the attached SOW, terms and conditions, and the contractor quote dated 09/09/2016.  Period of Performance: 09/28/2016 to 01/27/2017 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: 0100A16DSE-2016-4245900000-CM00001600-252H0  
26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$54,667.00

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)  
*Kim Miles*  
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: 9/28/16

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Development of a Consumer Product Safety and Recall Effectiveness Program for Youth  The total amount of award: \$54,667.00. The obligation for this award is shown in box 26.	1	EA	54,667.00	54,667.00

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE    32c. DATE    32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE    32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE  
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

38. S/R ACCOUNT NUMBER    39. S/R VOUCHER NUMBER    40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT    42a. RECEIVED BY (*Print*)  
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER    41c. DATE    42b. RECEIVED AT (*Location*)  
 42c. DATE REC'D (*YY/MM/DD*)    42d. TOTAL CONTAINERS

# **Statement of Work**

## **Consumer Product Recall Effectiveness Program**

### **U.S. Consumer Product Safety Commission**

#### **1.0 GENERAL**

##### **1.1 Introduction**

The U.S. Consumer Product Safety Commission (CPSC) is an independent federal regulatory agency created by Congress in 1972 charged with protecting the public against unreasonable risks of injury associated with consumer products. The CPSC's work to help ensure the safety of consumer products such as toys, cribs, power tools, and household chemicals contributed significantly to the decline in the rate of deaths and injuries associated with consumer products over the past 40 years.

##### **1.2 Background**

**Product recalls are described in the Consumer Product Safety Improvement Act of 2008 (CPSIA), PL 110-314, amended Section 15 of the Consumer Product Safety Act (CPSA).** CPSC is charged with protecting the public from unreasonable risk of injury associated with consumer products. Part of CPSC's communication strategy is improving and strengthening messaging and outreach to affected populations, including underserved, low-income, and minority communities and families.

The intent of this contract is to engage the services of a Contractor to develop a Consumer Product Recall Effectiveness Program (Program) Curriculum and Implementation Guide targeted towards children ages 8-12 (Participants).

##### **1.3 Objective**

To improve the effectiveness of corrective action programs (recalls), it is important for consumers to receive prompt notification, understand the hazard, evaluate, and take advantage of the remedy, whether it is a refund, repair or replacement product. The "Program" will educate pre-teens about product recalls. A well-informed and empowered target audience can share their knowledge with family members and those in their community about (1) what a recall is, (2) how to be notified and (2) how to take advantage of the recall.

The objective of this Program is to:

- Improve the effectiveness of recalls through stakeholder engagement nationwide by working with a targeted audience of youth participants.
- Enhance awareness about consumer product safety and product recalls
- Improve youth consumer education through hands-on interactive learning.

##### **1.4 Contract Type**

This is a fixed-price contract for non-personal services.

##### **1.5 Contractor Qualifications and Requirements**

The Contractor shall be experienced in education programs and provide qualified personnel to provide all tasks associated with this requirement.

**1.5.1** The Contractor shall have experience as follows:

- The Contractor shall have a minimum of five years of experience working with youth, developing and implementing youth programs related to public health and safety, and in writing programs with the goal of motivating and providing direction regarding safety.
- The Contractor shall have 5 years of experience successfully partnering with federal, state or non-governmental organizations that have developed extracurricular educational activities for youth, and developing, implementing, and coordinating at least two educational youth programs and events.

**1.5.2** The Contractor shall provide experienced personnel to perform the services required. The following personnel are considered Key Personnel by the government:

- Project Manager
- Alternate Project Manager

The contractor shall designate in writing a Project Manager and an Alternate Project Manager who shall act for the Contractor when the Project Manager is absent. The Project Manager and the Alternate Project Manager shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.

The Project Manager shall have, at a minimum, five years of experience developing and implementing national youth and children's and/or public health and safety education programs. The Project Manager shall have expertise in program development, management, leading, managing and executing multiple and complex projects. The Alternate Project Manager shall have a minimum of five years' experience in the same areas.

## **2.0 SCOPE**

The Contractor shall develop comprehensive curriculum content and materials which will address the Core Program Learning Objectives for raising awareness about the importance of consumer product safety and consumer product recalls.

The Contractor shall provide a youth based curriculum that includes hands-on interactive activities designed to increase learning awareness. The target audiences for this program are:

- A. Primary - youth ages 8-12 in the United States.
- B. Secondary – through this program, parents and caregivers may also learn about recalls through the knowledge gained by the Participants.

CPSC will retain the right to use the curriculum freely after the contract expires.

### **2.1 Description of Work**

Independently, and not as an agent of CPSC, the contractor shall furnish the necessary personnel, materials, services and facilities to perform the work set forth below.

The Contractor shall:

### **Task 1 - Develop Consumer Product Recall Effectiveness Program Curriculum and Implementation Guide**

- A.** The Contractor shall develop a Consumer Product Recall Effectiveness Program Curriculum (Curriculum) and Implementation Guide for delivery to youth Participants ages 8 to 12 . The Curriculum and Guide will focus on the Core Learning Objectives specified below. The Program Curriculum and Implementation Guide are intended to be made available nationally. The curriculum shall include, but is not limited to, the following:
1. Consumer Product Safety
    - i. What is the United States Consumer Product Safety Commission? (CPSC)
    - ii. What is consumer product safety?
  2. Recalls
    - i. What is a recall?
    - ii. Why are products recalled?
    - iii. What to do if a product is recalled?
    - iv. How to find out about product recalls (Identifying consumer product recall resources)?
  3. Core Learning Objectives and Participant Outcomes:
    - i. Help participants develop cognitive pre-requisites for compliance: Noticing, reading, and understanding recall program communications.
    - ii. Increasing consumer knowledge and motivation, and improving compliance with product safety-warnings and instructions.
    - iii. Understanding what makes products dangerous and/or defective.
    - iv. Steps consumers can take to act on recall program communications.

The Contractor shall develop communication materials appropriate for the targeted age group to increase awareness of consumer product safety and the importance of complying with recall information. These materials shall include a minimum of the following:

- i.** One informational flyer on CPSC – such as: Who we are and what we do?
- ii.** One fact sheet – such as: Why Recalls are important and how to find out about recalls?
- iii.** One concept that can be utilized by the health, safety, and youth groups to promote and expand the reach of recalls to primary and secondary target audiences.
- iv.** One presentation, a minimum of ten minutes, with age appropriate talking points that illustrate the importance of consumer product safety.
- v.** A minimum of five hands-on activities that can be used by Participants including demonstrations and instructions on how to conduct each activity to illustrate the importance of consumer product safety.

In addition to other public health and safety resources and materials, the Contractor shall utilize the following documents as resources for developing the Consumer Product Recall Effectiveness Program Curriculum.

- i. CPSC Web Site – [www.cpsc.gov](http://www.cpsc.gov)
- ii. Electronic version of the Recall Handbook - <http://www.cpsc.gov/PageFiles/106141/8002.pdf>
- iii. Electronic version of the Regulated Products Handbook - <http://www.cpsc.gov/Global/Business-and-Manufacturing/Business-Education/RegulatedProductsHandbook.pdf>
- iv. CPSC Safety Education Centers - <http://www.cpsc.gov/en/Safety-Education/>
- v. CPSC Safer Products - <http://www.saferproducts.gov/>
- vi. Recall Guidance - <http://www.cpsc.gov/en/Business--Manufacturing/Recall-Guidance/>

#### **B. Develop the Consumer Product Recall Effectiveness Implementation Guide**

The Contractor shall develop an age appropriate Consumer Product Recall Effectiveness Implementation Guide (Guide). The Guide shall contain the following:

- i. Background information about the overall program and methods to implement the program.
- ii. Suggested approaches to health, safety, and youth group leaders to implement and manage the program.
- iii. A description of each program activity and the recommended age. Include a range of activities for Participants ages 8 – 12.
- iv. Guidance for youth leaders for implementing each program activity including the suggested age for each activity and recommended activity time frame.
- v. Any technical resources needed to ensure Participants understand the Program and CPSC product safety recalls.
- vi. Sample implementation guide template that describes the minimum requirements to complete the program.
- vii. Description of the measures by which the Participants demonstrate understanding of CPSC recalls and how Participants have communicated the importance of this message to their communities.
- viii. Develop an incentive or recognition to be offered to Participants that have completed the Program.

*Note, the Curriculum and Implementation Guide may be incorporated into a single document.*

### **3.0 PLACE OF PERFORMANCE**

With the exception of the kickoff meeting, the place of performance for work performed under this contract will be at the Contractor's facility.

### **4.0 PROJECT MANAGEMENT PLAN (PMP)**

The Project Manager shall submit to the COR a draft PMP within five calendar days after the contract award. The PMP shall govern performance of all requested services, and include a comprehensive narrative of the overall expected workflow and how each task will be accomplished. The PMP shall

also include an Executive Summary, Key Personnel Staffing Plan, Proposed Schedule, and Monitoring and Reporting Plan. The final PMP is due five calendar days after the COR review and approval.

## **5.0 PROJECT MEETINGS**

### **5.1 Post Award Conference Kick-off Meeting**

The Project Manager shall meet with the COR for a kick off meeting within fifteen (15) calendar days after contract award, but not later than September 30, 2016, whichever is earlier. The Project Manager agrees to attend the meeting on site or via conference call and shall be available to discuss and finalize the Project Management Plan, deliverables, progress, exchange information and resolve emergent technical problems and issues. If this meeting takes place on-site, the location shall be the Consumer Product Safety Commission facility located at:

4330 East West Highway  
Bethesda, MD 20814

### **5.2 Monthly Progress Meetings**

The Project Manager shall meet monthly with the COR to present and review deliverables, discuss progress, exchange information and resolve emergent technical problems and issues. These meetings shall take place at the Government's facility or via teleconference. Any corrections or adjustments necessitated by the Contractor's failure to comply with the SOW shall be made at no additional cost to the Government.

## **6.0 REPORTING REQUIREMENTS**

### **6.1 Monthly Progress Reports**

The Project Manager shall electronically submit monthly progress reports to the COR via email. This report shall include a summary of:

- All Contractor work broken down by Task performed during the reporting period.
- Notes of all meetings with CPSC and other entities related to the contract performance.
- Work for upcoming reporting period, an assessment of technical progress and schedule status.
- Any Contractor concerns or recommendations for the previous reporting period.
- The monthly report shall be due on the 10<sup>th</sup> of each month and the reporting period shall be the prior month.

### **6.2 Final Report and Evaluation – Closeout**

The Contractor shall submit a final written report to the COR that identifies all services performed and results achieved. The report shall be delivered in electronic format. The report shall address all of the objectives set forth in the SOW and should include a list of public health and safety resources utilized in developing the Curriculum and Implementation Guide. The final report shall contain a final copy of the Curriculum and Implementation Guide and a minimum of final copies of the following materials:

- i. One informational flyer on CPSC – such as: Who we are and what we do?
- ii. One fact sheet – such as: Why Recalls are important and how to find out about recalls?
- iii. One concept that can be utilized by the health, safety, and youth groups to promote and expand the reach of recalls to primary and secondary target audiences.

- iv. One presentation, a minimum of ten minutes, with age appropriate talking points that illustrate the importance of consumer product safety.
- v. A minimum of five hands-on activities that can be used by Participants including demonstrations and instructions on how to conduct each activity to illustrate the importance of consumer product safety.

The final report shall include a summary statement describing strengths, weaknesses and recommendations for improving the Curriculum and Implementation Guide.

## 7.0 DELIVERABLES

The Contractor shall provide the deliverables identified in the table below in electronic format. Electronic copies shall be delivered via email to the COR. All electronic deliverables shall be prepared using Microsoft applications in formats selected by the Contractor. All deliverables shall be delivered via email to the COR. The Contractor’s deliverables shall not contain any identifiable corporate Markings.

Item	SOW Reference	Description	Final
1	5.1	Post Award Conference Kick-off Meeting	15 calendar days after Contract Award, but not later than September 30, 2016
2	4.0	Project Management Plan	Draft within 5 calendar days of the contract award date. Final 5 calendar days after COR review and approval at Kick-off meeting
4	5.2	Monthly Progress Meetings	10 <sup>th</sup> of each month
5	6.1	Monthly Progress Reports	10 <sup>th</sup> of each month
6	Task 1 A	Consumer Product Recall Effectiveness Program Curriculum	Not later than January 13, 2017
7	Task 1 B	Consumer Product Recall Effectiveness Implementation Guide	Not later than January 13, 2017
8	6.2	Final Report and Evaluation – Closeout	Not later than January 27, 2017

## 8.0 DELIVERY, INSPECTION AND ACCEPTANCE

The Government will review all deliverables to ensure accuracy, functionality, completeness, professional quality, and overall compliance with government policies, regulations, laws and directives. Written documents shall be concise and clearly written. The government will have ten (10) business days to accept or reject deliverables. If a deliverable is rejected and returned to the Contractor for revision, the Contractor shall provide the corrected deliverable within five (5) business days of notification of the request for revision. All deliverables shall be submitted to the COR via email.

The Contractor shall allow for a minimum of two revisions of the written deliverables associated with the Program Curriculum and Implementation Guide.



All materials provided hereunder are for the exclusive use in performance of this contract. The Contractor shall not release any materials for public dissemination without prior written approval from the CPSC COR.

During the performance of this contract, all technical questions and concerns shall be coordinated with the designated COR.

When changes are required as a result of the COR review of deliverables submitted, the COR will submit approvals and change requests via email to the Contractor's representative.

The CPSC will accept/reject deliverables based on conformance with the Statement of Work.

## **9.0 PERIOD OF PERFORMANCE**

The period of performance is from the date of award to January 27, 2017.

## **10.0 GENERAL INFORMATION**

### **a) Travel**

The Contractor's firm fixed price quote shall be inclusive of travel costs necessary to perform the work required under this SOW. The Contractor shall be required to travel to CPSC locations as identified herein.

### **c) The Paperwork Reduction Act of 1995**

The Contractor shall not expend any funds or collect or record information calling either for answers to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is outside the scope of their employment, for use by the Federal government or disclosure to third parties. The Paperwork Reduction Act (PWRA) of 1995 (44 U.S.C. 3501 et seq.) requires the Office of Management and Budget (OMB) to provide clearance for any plan, questionnaire, interview guide or other similar device for collecting information (whether repetitive or single time). Contractors and the Contracting Officer's Representative shall be guided by the provisions of 5 CFR Part 1320, Controlling Paperwork Burdens on the Public, and seek the advice of CPSC General Counsel and the CPSC PWRA Clearance Officer to determine the procedures for acquiring OMB clearance for such data collections.

### **d) Section 508 Compliance**

Individual printed products and/or electronic communication products produced under this contract shall be submitted to CPSC for individual clearance. All material and products posted on poolsafely.gov or other CPSC Web sites must meet Federal 508 compliance standards.

The Contractor shall indicate for each line item in the schedule whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR 1194. Further, the proposal must indicate where full details of compliance can be found (e.g., vendor's website or other exact location). All contractors (including subcontractors) or consultants responsible for preparing or posting content intended for use on an CPSC-funded or CPSC-managed Web site must comply with applicable Section 508 accessibility standards, and where applicable, those set forth in the referenced policy or standards documents below. Remediation of any materials that do not comply with the applicable provisions of 36 CFR Part 1194 as set forth in the SOW, shall be the responsibility of the contractor or consultant retained to produce the Web-suitable content or communications materials.

### e) Government Furnished Equipment and Supplies

CPSC does not intend to provide funds for the purchase or lease of any equipment. The Government will furnish to the Contractor, solely for use in connection with the contract, the materials set forth below:

#### A. Program Informational Resources

- Electronic version of the Recall Handbook - <http://www.cpsc.gov//PageFiles/106141/8002.pdf>
- Electronic version of the Regulated Products Handbook - <http://www.cpsc.gov//Global/Business-and-Manufacturing/Business-Education/RegulatedProductsHandbook.pdf>

### f) Files

The Contractor shall maintain complete and accurate files of documentation, records and reports required under the terms of this SOW. The Contractor shall not allow access to the files by any Government agency, non-Governmental agency, or individual unless specifically authorized by the Contracting Officer. Files shall be made available to the Contracting Officer or designated representative upon request.

## 11.0 CLAUSES

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

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- \_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- \_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).
- \_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- \_\_\_ (5) [Reserved].
- \_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

- \_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_\_ (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- \_\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- \_\_ (10) [Reserved].
- \_\_ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- \_\_ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- \_\_ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_ (ii) Alternate I (JAN 2011) of [52.219-4](#).
- \_\_ (13) [Reserved]
- \_\_ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- \_\_ (ii) Alternate I (Nov 2011).
- \_\_ (iii) Alternate II (Nov 2011).
- \_\_ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- \_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- \_X\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2015) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- \_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- \_\_ (iv) Alternate III (Oct 2015) of [52.219-9](#).
- \_\_ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- \_\_ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_ (20) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- \_X\_ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- \_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- \_X\_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- \_\_ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- \_X\_ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- \_X\_ (28) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
- \_\_ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- \_X\_ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

- \_\_ (31) [52.222-37](#), Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- \_X\_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_X\_ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_ (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- \_\_ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- \_\_ (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- \_\_ (39)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- \_\_ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- \_\_ (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- \_X\_ (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_ (43) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- \_\_ (44) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
- \_\_ (45) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- \_\_ (46)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_ (ii) Alternate I (May 2014) of [52.225-3](#).
- \_\_ (iii) Alternate II (May 2014) of [52.225-3](#).
- \_\_ (iv) Alternate III (May 2014) of [52.225-3](#).
- \_\_ (47) [52.225-5](#), Trade Agreements (FEB 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

\_X\_ (48) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

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

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

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

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

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

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

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

\_\_ (58)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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

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

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

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

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

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

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

\_\_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

\_\_ (10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

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

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

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

(viii) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))

(ix) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

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

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

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

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

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

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

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

(xvii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xviii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### **52.227-14 Rights in Data—General. (MAY 2014)**

(a) Definitions. As used in this clause—

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it

means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See [41 U.S.C. 116](#)).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—



(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of [17 U.S.C. 401 or 402](#), and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data

to the Contractor, or cancel or ignore the markings. However, pursuant to [41 U.S.C. 4703](#), the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act ([5 U.S.C. 552](#)) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

## LC1A CONTRACTOR'S NOTE

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

### ATTENTION GOVERNMENT VENDOR

#### A. DELIVERY INSTRUCTIONS:

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

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

#### LOADING DOCK HOURS OF OPERATION:

9:00 am to 11:00 am or 1:30 pm to 4:00 pm

Monday through Friday (except holidays)

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

Facilities Management Support Services (301) 504-7091 and

The COR – See award.

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

## 2. DELIVERY INSTRUCTION FOR SMALL ITEMS

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

### MAIL ROOM HOURS OF OPERATION:

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

## B. BILLING INSTRUCTIONS

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

1. The name and address of the business concern (and separate remittance address, if applicable).
2. **Do NOT** include Taxpayer Identification Number (TIN) on invoices sent via e-mail.
3. Invoice date.
4. Invoice number.
5. The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods of services.
6. Description, price and quantity of goods or services actually delivered or rendered.
7. Shipping cost terms (if applicable).
8. Payment terms.

9. Other substantiating documentation or information as specified in the contract or purchase order.

10. Name, title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

PREFERRED: Via email to:

[9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov](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 Cassandra Sterba at (301) 504-7837.

#### **F. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES**

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

#### **G. PROPERTY/EQUIPMENT PURCHASES**

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

#### **LC 5 Contracting Officer's Representative (COR) Designation**

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

Elizabeth Klienfelter  
Phone: 301-504-7508  
Email: EKlinefelter@cpsc.gov

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

- (1) performing technical evaluation as required;
- (2) assisting the Contractor in the resolution of technical problems encountered during performance; monitoring the Contractor's technical progress, including surveillance and assessment of performance, and notifying the Contracting Officer within one week when deliverables (including reports) are not received on schedule in accordance with the prescribed delivery schedule; and
- (3) inspection and acceptance of all items required by the contract.

- c. The COR, who may be personally liable for unauthorized acts, is not authorized to and shall not:
- (1) make changes in scope of work, contract schedules, and/or specifications, or to make changes that affect price, quality, quantity or delivery,
  - (2) direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and
  - (3) make commitments or changes that affect price, or take any action that commits the Government or could lead to a claim against the Government.
- d. This delegation is not redelegable and remains in effect during the period of performance of the contract.
- e. A clear distinction is made between Government and Contractor personnel. No employer-employee relationship will occur between government employees and contractor employees. Contractor employees must report directly to their company (employer) and shall not report to Government personnel.

### **LC 9 Key Personnel**

- a. The following individuals, listed by name and title, have been identified as key personnel for performance under this contract:

Meri-k Appy  
Donald J. Lay

- b. The personnel specified above and/or in the schedule of the contract are considered to be essential to the work being performed hereunder. If these individuals are unavailable for assignment for work under the contract, or it is anticipated that their level of involvement will be significantly different from the negotiated level, the Contractor shall immediately notify the Contracting Officer and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The Contracting Officer shall review, and may ratify in writing, such substitutions. Prior to substitution of key personnel, the Contractor shall obtain the written consent of the Contracting Officer.

### **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.