

2. CONTRACT NO.
GS-35F-0891P

3. AWARD/EFFECTIVE DATE
04/07/2016

4. ORDER NUMBER
CPSC-F-16-0026

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:  a. NAME
Greg Grayson

b. TELEPHONE NUMBER (No collect calls)
301-504-7725

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY
CONSUMER PRODUCT SAFETY COMMISSION
OFFICE OF INFORMATION & TECH SVCS.
4330 EAST WEST HIGHWAY
ROOM 839-23
BETHESDA MD 20814

CODE EXIT

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR:

SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

WOMEN-OWNED SMALL BUSINESS
 (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 EDWOSB
 8(A)

NAICS: 541512
SIZE STANDARD: \$23.0

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 INFORMATION SERVICES
4330 EASTWEST HIGHWAY
ROOM 839-23
BETHESDA MD 20814

CODE EXIT

16. ADMINISTERED BY
CONSUMER PRODUCT SAFETY COMMISSION
OFFICE OF INFO AND TECH SERVICES
4330 EAST WEST HIGHWAY
ROOM 839-23
BETHESDA MD 20814

CODE EXIT

17a. CONTRACTOR/OFFEROR
AR MEDIA LLC
8221 OLD COURTHOUSE ROAD
SUITE 300
VIENNA VA 22182-5019

CODE [REDACTED]

FACILITY CODE

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

CODE FMFS

TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>DUNS Number: [REDACTED]</p> <p>Contracting Officer Representative: Brett Layton Blayton@cpsc.gov 301-504-7488</p> <p>The Contractor shall provide all necessary personnel and services for the continued operation and maintenance of the ITDS/RAM 1.0 Software System in accordance with the attached Statement of Work. The period of performance (Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA
0100A16DSE-2016-3431000000-EXIT002400-252M0

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$1,414,391.80

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)
Eddie Ahmad

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	<p>shall be from 7 April 2016 through 31 December 2016.</p> <p>The Contractor shall provide all services required to maintain the ITDS/RAM and eFiling Registry, transition and decommission of 1.0 system.</p> <p>The total amount of award: \$1,414,391.80. The obligation for this award is shown in box 26.</p>				1,414,391.80

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 _____

ITDS Operations and Maintenance Support STATEMENT OF WORK

1. DESCRIPTION OF SERVICES

The Contractor shall provide all necessary personnel and services in the Operation, Maintenance, and transition and decommission of the of the International Trade Data System-Risk Assessment Methodology (ITDS/RAM) system version 1.0 for the U.S. Consumer Product Safety Commission (CPSC). The performance location for work on this contract shall be CPSC headquarters located at 4330 East West Highway Bethesda, Maryland.

2. CONTRACT TYPE

This procurement is a firm-fixed price contract.

3. BACKGROUND AND OBJECTIVE

The CPSC is tasked with safeguarding consumers from unreasonable risks associated with the use of the products under its jurisdiction. Increasingly these products, which include toys, furniture, consumer electronics, and more, are imported to the USA. A very limited number of CPSC port investigators working hand in hand with US Customs and Border Protection (CBP) personnel oversee millions of shipments entering the country each month to ensure compliance with US laws and CPSC regulations.

As a means to address this trend and leverage limited resources, CPSC has engaged with CBP in the International Trade Data System (ITDS), which allows the Commission to electronically access data on relevant imports in time to request holds on specific shipments at ports of entry. Using this interface, CPSC has developed and implemented limited decision management processes and systems for identifying suspect products and requesting inspections through CBP. This solution, known as the ITDS-Risk Assessment Methodology (ITDS-RAM) encompasses technology, analytics, and business processes for exchanging data with CBP, analyzing transactional data for risk factors, aggregating findings into actionable recommendations, and capturing feedback and outcomes to refine the analytics over time. Along with the interface to CBP through ITDS, the solution also supports CPSC in integrating data and activities across its focus areas of import compliance, domestic compliance, and safe manufacture through coordinated business processes, information technology, and resource alignment. While the ITDS-RAM primarily supports risk-based screening of imports pre-arrival, enabling CPSC to assign resources to take action accordingly- the technology also gives port investigators access to the most current information available through reporting and search capabilities, making them much more efficient. Investigators also use the ITDS-RAM data and analyses to develop cases against firms in violation of mandatory standards and applicable laws.

The ITDS-RAM, designated as a proof of concept (POC) system, has been in operation for several years. As the Commission continues to evaluate the pilot's operational viability and business impact, it requires external support to operate and maintain the pilot. Thus in support of the Commission's goals, the Contractor shall:

- a. Provide ongoing support to the ITDS-RAM limited POC ensuring it is correctly functioning according to system requirements;
- b. Ensure that risk-targeting information is available to Import Surveillance staff;
- c. Document the technical and functional aspects of the system, and document data structures as a means to transfer ITDS knowledge from the Contractor's personnel to government personnel.
- d. Provide transition support and knowledge transfer from current 1.0 to 2.0 and decommissioning of Phase I Pilot system, to include but not limited to migration of data.

4. DESCRIPTION OF WORK

Independently, and not as an agent of the government, the Contractor shall furnish all necessary personnel, materials, services, and facilities to perform the work set forth below, except as provided in Section 7, "Government Furnished Materials".

a. Project Management and Reporting

The Contractor shall facilitate critical decision points, timelines and requirements of the project by providing project management support services that are aligned with the Office of Budget and Management (OMB), CPSC's System Development Lifecycle (SDLC), and Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK).

As part of project management and reporting, the Contractor shall create (where lacking) and maintain current, and deliver at the Contracting Officer's Representative's (COR) request:

- Project management plan(s)
- Work breakdown structure(s)
- System change orders/requests
- Bug list

In addition, the Contractor shall deliver on a weekly basis a status report outlining tasks accomplished in the present work week, tasks remaining or unachieved for the work week, tasks planned for the following work week, risks to the system and project continuing to function well and without interruption, issues/risks on the project which may negatively impact the project or the system to include mitigation, and proof of concept health metrics inclusive of uptime and any outages and root causes.

A Contractor's Representative shall attend and support project related meetings, and participate in a discussion of risk and problem identification, and problem solution creation and provide meeting notes.

b. Operation and Maintenance

The Contractor shall ensure the proper functioning of Data Manager Processes for Entry and Entry Summary data, the import surveillance risk engine, eFiling Registry and PGA Message Set components and the RAM web application for import surveillance end users. Supported processes shall include, but not be limited to:

- SFTP download process
- Data file archiving process
- File splitter process
- XSLT process
- HTS filter process
- ETL process
- Associated maintenance processes (i.e. log file archiving, rolling delete process)
- Associated database stored procedures
- Entry line screening
- RAM inbox and associated workflow
- Maintenance to eFiling registry as necessary, including: development and technical coordination with CBP and industry for PGA Message Set and Registry data, refine requirements and integration testing.

The Contractor shall update, subject to the review and approval of the CPSC Contracting Officer Representative (COR), decision tables and reference data tables that support risk rule execution and web application functionality. This shall include all rules currently in place, as well as any rules that are added during the period of performance.

The Contractor shall implement updates to Data Manager Processes in respect to data format and content changes initiated by CBP ITDS. Changes to Data Manager shall be captured in an approved and scheduled maintenance released as outlined below. These changes may include, but shall not be limited to, the following:

- XML format changes
- Data formatting changes (i.e. date format change)
- Changes in available data elements
- Application changes or modifications to components as part of releases that provide enhanced application functionality and improve system usability

The Contractor shall manage an approved system network monitoring utility to aide in detecting failures and other potential issues across the ITDS/RAM solution. Failures and other potential issues shall be escalated to the COR within 30 minutes during core CPSC working hours (i.e. Monday through Friday, 8am to 5pm ET, except holidays).

The Contractor shall implement application changes/modifications to correct risk engine or web application bugs and security issues and requirements. These

changes shall be captured in approved and scheduled maintenance releases or bug fixes as outlined below.

The Contractor shall provide release management, communication, and project documentation to support application, rules, and data processing changes required during the period of performance.

The Contractor shall provide system administration surrounding the detection and resolution of the shortage of disk space, creation and management of users and groups, management of cronjobs for ITDS/RAM application users, and implementation of Linux system software updates. Prior to any system administration action changes, the Contractor shall coordinate the action with the COR.

i. Software Maintenance Releases and Bug Fixes

The Contractor shall provide a minimum of four (4) software maintenance releases that contain pilot maintenance tasks and bug fixes needed to operate and maintain the ITDS LPOC. The scope of each release will be prioritized and approved by the government, but at a minimum shall include:

- Bug fixes
- Maintain RAM rules targeting engine and revise risk management processes if necessary.
- Referential tables (adjustments to CBP data)
- Software releases and patches per NTELX release list

ii. eFiling Certificate Registry and PGA Message Set

The Contractor shall provide support and develop enhancements to system components to coordinate implementation with CBP and industry testing of pilot system.

c. Plan of Actions and Milestones (POAM)

The Contractor shall develop, maintain, and monitor plans and POAM actions in coordination with the COR. The Contractor shall compile a master POAM and category breakouts of tasks, and maintain an open issues/actions list identifying potential issues that could impact the timely execution of project releases. Provide implementation and corrective actions for any findings.

d. Updated System Documentation and Knowledge Transfer

The Contractor shall transfer system operations and maintenance knowledge to CPSC staff and contractors in the form of updated system documentation and training.

The Contractor shall ensure that system documentation is updated. Specifically, the Contractor shall update the following documents with the most recent system information:

- Installation guide with server-network deployment diagram

- Failover/backup/recover guide
- Operations manual (System monitoring, batch jobs, ETL, etc.)
- As-is technical architecture documents and technical design document at the component level
- The Contractor shall develop a document that accurately depicts what has been implemented and the approach taken to implementation
- Rules configuration guide
- User manuals
- All other system documents located on the ITDS RAM and Registry SharePoint sites shall be brought up-to-date

Where missing, the Contractor shall develop the guides and documentation in compliance with CPSC's SDLC.

In addition, the Contractor shall ensure that all source code with CPSC-specific modifications is properly commented within the code and that all source code, configuration files, and required software to stand up, operate and maintain the system are provided to CPSC *via* SharePoint or Team Foundation Server (TFS).

5. CONTRACTOR QUALIFICATIONS

Contractor personnel responsible for the technical software aspect of the project (i.e. project manager, database administrator, developer) shall have a minimum of six (6) years hands-on implementation experience within their respective area of expertise.

Any and all Contractor partners (Subcontractors) shall possess the same or higher Contractor qualifications.

6. PERIOD OF PERFORMANCE

The Contractor shall provide the work of this task order from April 7, 2016 through December 31, 2016.

7. GOVERNMENT FURNISHED PROPERTY

- a. The government will provide on-site workspace, laptop computers, monitors, computer accessories, and access to CPSC systems, databases and documents as needed to perform this task.
- b. Travel is not required to complete the effort under this task order.

8. REPORTING AND DELIVERY REQUIREMENTS

As part of this work, the Contractor shall submit the following items to the COR:

Deliverable		Delivery Date (NLT – No Later Than)
1	Project Kick-off Meeting	NLT 5 calendar days after contract award, to include draft high level project plan for releases, decommission and transition plan
2	Weekly Project Status Reports	Weekly, NLT 3:00pm Monday during the period of performance.
3	Monthly Project Status Reports	Monthly, NLT the 5 th calendar day of each month. If the 5 th falls on a weekend or holiday, the deliverable will be due on the following business day.
3	Final Project Management Plan and Project Schedule	NLT 20 calendar days after contract award, then as project changes and/or at the written request of the COR. Plan shall include comprehensive details for transition support and decommission of 1.0 LPOC components. Any changes to the project schedule, shall be approved and a new version of the plan shall be generated.
4	Defect (Bug) List	Weekly, NLT 5:00pm Friday during the period of performance (as part of the weekly status report). <ul style="list-style-type: none"> All defects will be documented in Team Foundation Server (TFS), to include analysis and level of effort All HEAT tickets will be documented in TFS, to include remediation and closed after completion in each system. (*direct contact emails and calls, shall be directed to help desk to generate a HEAT ticket)
5	ITDS/RAM targeting application with 99.99% weekly uptime	Weekly Metrics indicating uptime and any downtime (with explanation), NLT 5:00pm Friday during the period of performance
6	ITDS/RAM and eFiling Registry Releases	Per project schedule to be approved by the COR: <ul style="list-style-type: none"> Analysis and recommendations shall be uploaded to TFS. Change Log confirmation of deployment shall be uploaded to a COR designated site. Documentation of Release shall be stored in TFS and/or SharePoint, including code changes, development and UAT test plans and test results.
8	Plan of Actions and Milestones (POAM) Review Updates for ITDS	Quarterly to align with EXIT POAM review POAM list shall be uploaded to a COR designated site one (1) week prior to the EXIT POAM review. After completion of review, a comprehensive implementation plan for findings.
9	Updated system and user documentation as identified in Section 4d	NLT 3 months after contract award and updated each time the system configuration or software is changed/modified
10	Knowledge Transfer and Training Sessions	<ul style="list-style-type: none"> Per the schedule to be approved by the Project Officer and COR

Clauses In Addition To GSA Federal Supply Schedule Contract

LC1A CONTRACTOR'S NOTE

A. BILLING INSTRUCTIONS

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

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

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

U.S. Mail

Enterprise Service Center, c/o CPSC, Accounts Payable Branch, AMZ-160
PO Box 25710
Oklahoma City, Ok. 73125 OR.....

FEDEX

Enterprise Service Center, c/o CPSC, Accounts Payable Branch, AMZ-160
6500 S. MacArthur Blvd.
Oklahoma City, Ok. 73169

OR

Via email to:

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

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor.

Inquiries regarding payment should be directed to the Enterprise Service Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, 405-954-1693.

C. PAYMENT

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

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to 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.

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: Greg Grayson at (301) 504-7725 or ggrayson@cpssc.gov

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.

(End of Clause)

LC 5 Contracting Officer's Representative (COR) Designation

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

Name: Brett Layton

Division: IT - Division of Solution and Development

Telephone: 301-504-7488

Email: BLayton@cpssc.gov

b. **The CPSC COR 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 COR 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.

d. 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.

(End of Clause)

LC 6 Contractor Use of CPSC Information Technology (IT) Resources

a. As identified under sections of the statement of work pertaining to Government furnished materials and equipment, the contractor is to be furnished certain CPSC IT resources. Access will be granted to Contractor employees from time to time during contract performance and will be limited to those Contractor employees specified in advance. In addition, the use of CPSC IT facilities, equipment or other resources by Contractor personnel shall be limited to performance of the work described in the contract.

b. Prior to utilizing any CPSC IT resources, the Contractor shall contact the Director of the Information Technology Division and provide an estimate (written if requested) of the amount of resources to be required and shall request that a time be scheduled for use of the resources. In the event of any scheduling conflict between CPSC contract work and in-house CPSC work, the CPSC in-house work shall take precedence unless otherwise specified by the Director of the Information Technology Division.

(End of Clause)

LC 13 Insurance

a. In accordance with the Federal Acquisition Regulation (FAR), Subparts 28.301 and 28.307-2, and Clause 52.228-5 of this contract entitled "Insurance-Work on a Government Installation," the Contractor shall at its own expense provide and maintain

during the entire performance period of this contract at least the kinds and minimum amounts of insurance set forth below:

- (1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (2) General liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (3) Automobile liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (4) Insurance Clause. The Contractor shall present evidence of insurance coverage in Compliance with (1), (2) and (3) above within fifteen calendar days of award.

(End of Clause)

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-16-0026. 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

(End of Clause)

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.

(End of Clause)

LC 30 Security and Personal Identity Verification Procedures

a. The performance of this contract requires contractor employees to have access to CPSC facilities and/or systems. In accordance with Homeland Security Presidential Directive-12 (HSPD-12), all such employees must comply with agency personal identity verification (PIV) procedures. Contractor employees who do not already possess a current PIV Card acceptable to the agency shall be required to provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check prior to being permitted access to any such facility or system. CPSC may accept PIV issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to a CPSC facility or system without approval under the PIV process.

b. Contractor employees must meet the following citizenship requirements:

1. A United States (U.S.) citizen; or,

2. A national of the United States (see 8. U.S.C. 1408); or,

3. An alien lawfully admitted into the United States for permanent residence as evidenced by an alien Registration Receipt Card form I-151

c. Within five (5) days after contract award, the contractor shall provide a list of contractor personnel, including full name, social security number, and place (city and

state) and date of birth to the designated Contracting Officer Representative(COR). This information will be used to determine whether personnel have had a recent Federal background investigation and whether or not further investigation is required.

d. For each contractor employee subject to the requirements of this clause and not in possession of a current PIV Card acceptable to CPSC, the contractor shall submit the following properly-completed forms: Electronic Standard Form (SF) 85 or 85-P, "Questionnaire for Non-sensitive Positions", SF (87) Fingerprint Chart, Optional Form (OF) 306 and a current resume. The SF-85 is available from the Office of Personnel Management's (OPM) secure website. The CPSC Office of Human Resources will provide the COR with the other forms that are not obtainable via the internet.

e. The contractor shall complete the electronic security form and deliver the other completed forms indicated in paragraph d above to the COR within five (5) days of written notification from the COR of those contractor employees requiring background investigations.

f. Upon completion of the investigation, the COR will notify the contractor in writing of all investigation determinations. If any contractor employees are determined to be unsuitable to be given access to CPSC, the contractor shall immediately provide identical information regarding replacement employees. The contractor is responsible for providing suitable candidates and fulfilling staffing requirements under the contract so that there is no break in service. This approval process applies to contract start up and any required replacement personnel. Failure to prequalify potential replacement personnel will not serve as an excuse for failure to provide performance. Non performance due to failure to provide suitable contractor employees may result in a Termination for Cause or Default.

g. CPSC will issue a PIV Card to each on site contractor employee who is to be given access to CPSC facilities and systems. The employee will not be given access prior to issuance of a PIV card. CPSC may revoke a PIV Card at any time if an investigation or subsequent investigation reveals that the personnel are unsuitable.

h. PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a CPSC facility, and shall present cards for inspection upon request by CPSC officials or security personnel. The contractor shall be responsible for all PIV Cards issued to the contractor's employees and shall immediately notify the COR if any PIV card(s) cannot be accounted for.

i. CPSC shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to CPSC facilities and systems. The COR will notify the contractor immediately when CPSC has determined that an employee is unsuitable or unfit to be permitted access. The contractor shall immediately notify such employee that he/she no longer has access, shall remove the

employee and shall provide a suitable replacement in accordance with contract requirements and the requirements of this clause.

j. By execution of this contract, the contractor certifies that none of the employees working under this contract have been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years. During contract performance the contractor shall immediately notify CPSC if one of its employees working under this contract has been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five years.

k. The Government reserves the right to have removed from service any Contractor employee for any of the following:

1. Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.
2. Falsification of information entered on security screening forms or other documents submitted to the Government.
3. Improper conduct during performance of the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.
4. Any behavior judged to be a threat to personnel or property.

1. The COR shall be responsible for proper separation of contractor employees at the Consumer Product Safety Commission. The COR shall ensure that each contractor employee completes CPSC's official out processing procedures. The contractor employee shall report to the CPSC Facilities Security Specialist to obtain a Contractor Employee Accountability and Clearance Record. This record shall be completed as part of the official out-processing procedures and returned along with the PIV card, key fobs, keys and any other previously issued material.

m. Contractor employees shall comply with applicable Federal and CPSC statutes, regulations, policies and procedures governing the security of the facilities and system(s) to which the contractor's employees have access.

n. Failure on the part of the contractor to comply with the terms of this clause may result in termination of this contract for cause or default.

o. The contractor shall incorporate this clause in all subcontracts.

(End of Clause)

LC 31 Restrictions on Use of Information

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

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

(End of Clause)

LC 33 Contractor Personnel

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

(End of Clause)

52.217-8 Option to Extend Services.

Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to completion of the last stated option period.

(End of clause)