

2. CONTRACT NO. CPSC-D-09-0004
 3. AWARD/EFFECTIVE DATE 9/29/09
 4. ORDER NUMBER _____
 5. SOLICITATION NUMBER CPSC-Q-09-0101
 6. SOLICITATION ISSUE DATE 08/04/2009

7. FOR SOLICITATION INFORMATION CALL: **FOR SOLICITATION INFORMATION CALL:**
 a. NAME Peter Nerret
 b. TELEPHONE NUMBER (No collect calls) 301-504-7033
 8. OFFER DUE DATE/LOCAL TIME ET

9. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION
 DIV OF PROCUREMENT SERVICES
 4330 EAST WEST HWY
 ROOM 517
 BETHESDA MD 20814
 CODE FMPS

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE: % FOR
 SMALL BUSINESS EMERGING SMALL BUSINESS
 HUBZONE SMALL BUSINESS SOLE SOURCE
 NAICS: 541690
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)
 SIZE STANDARD: \$6.0

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
 DIRECTORATE FOR ECONOMIC ANALYSIS
 4330 EASTWEST HIGHWAY
 ROOM 723-02
 BETHESDA MD 20814
 CODE EC

16. ADMINISTERED BY CONSUMER PRODUCT SAFETY COMMISSION
 DIV OF PROCUREMENT SERVICES
 4330 EAST WEST HWY
 ROOM 517
 BETHESDA MD 20814
 CODE FMPS

17a. CONTRACTOR/OFFEROR WESTAT INC
 ATTN RUSSELL WALKER
 1650 RESEARCH BLVD
 ROCKVILLE MD 20850-3129
 CODE _____ FACILITY CODE _____

18a. PAYMENT WILL BE MADE BY CONSUMER PRODUCT SAFETY COMMISSION
 DIVISION OF FINANCIAL SERVICES
 4330 EAST WEST HWY, ROOM 522
 BETHESDA MD 20814
 CODE FMPS

TELEPHONE NO. (240) 453-5624

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

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	DUNS Number: 049368120 This is a firm-fixed price, indefinite quantity, indefinite delivery, performance based delivery order contract with options. Task orders will be issued for specific work as required. Funding will be provided with each task order awarded. See attached contract provisions. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See schedule
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00

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 HEREIN.
 29. AWARD OF CONTRACT REF. _____ 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) *Robert J. Frost*
 30b. NAME AND TITLE OF SIGNER (Type or print) _____
 30c. DATE SIGNED _____
 31b. NAME OF CONTRACTING OFFICER (Type or print) Robert J. Frost
 31c. DATE SIGNED 9/29/09

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This Delivery Order Contract is awarded against GSA Contract GS-23F-8144H Period of Performance: 09/29/2009 to 09/28/2010 0001 Base Period 09/29/2009 - 09/28/2010				
0001 A	Senior Study Director (Estimated number of hours - 300) Obligated Amount: \$0.00 Accounting Info: Funded: \$0.00	300	HR	198.81	
0001 B	Associate Study Director (Estimated number of hours - 500)	500	HR	165.40	
0001 C	Senior Statistician (Estimated number of hours - 300)	300	HR	227.50	
0001 D	Junior Statistician (Estimated number of hours - 200)	200	HR	165.40	
0001 E	Senior Technical Reviewer / Senior Analyst (Estimated number of hours - 100)	100	HR	198.81	
0001 F	Junior Analyst (Estimated number of hours - 100)	100	HR	112.70	
0001 G	Senior Programmer / Systems Analyst Continued ...	100	HR	165.40	

32a QUANTITY IN COLUMN 21 HAS BEEN

 RECEIVED INSPECTED NOTED. ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

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

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
CPSC-D-09-0004

PAGE OF
3 28

NAME OF OFFEROR OR CONTRACTOR
WESTAT INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Estimated number of hours - 100)				
0001 H	Junior / CATI Programmer (Estimated number of hours - 200)	200	HR	94.06	
0001 I	Supervisor for Interviewing and Quality Control (Estimated number of hours - 400)	400	HR	79.35	
0001 J	Telephone Interviewer (Estimated number of hours - 5,500)	5500	HR	27.64	
0001 K	Secretarial (Estimated number of hours - 100)	100	HR	71.10	
0001 L	MEETING includes: Senior Study Director - 5 hours @ \$198.81 = \$994.05 Associate Study Director - 5 hours @ \$165.40 = \$827.00 Mileage - 22 miles @ 0.55¢ = \$12.10	1	LO	1,833.15	
	0002 Option Period I 09/29/2010 - 09/28/2011				
0002 A	Senior Study Director (Estimated number of hours - 300)	300	HR	206.76	
0002 B	Associate Study Director (Estimated number of hours - 500)	500	HR	172.02	
0002 C	Senior Statistician (Estimated number of hours - 300)	300	HR	236.60	
0002 D	Junior Statistician (Estimated number of hours - 200)	200	HR	172.02	
0002 E	Senior Technical Reviewer / Senior Analyst (Estimated number of hours - 100)	100	HR	206.76	
0002 F	Junior Analyst (Estimated number of hours - 100)	100	HR	117.21	
0002 G	Senior Programmer / Systems Analyst (Estimated number of hours - 100)	100	HR	172.02	
0002 H	Junior / CATI Programmer (Estimated number of hours - 200) Continued ...	200	HR	97.82	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

CPSC-D-09-0004

PAGE OF

4

28

NAME OF OFFEROR OR CONTRACTOR

WESTAT INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002 I	Supervisor for Interviewing and Quality Control (Estimated number of hours - 400)	400	HR	82.52	
0002 J	Telephone Interviewer (Estimated number of hours - 5,500)	5500	HR	28.75	
0002 K	Secretarial (Estimated number of hours - 100)	100	HR	73.94	
0003 Option Period II 09/29/2011 - 09/28/2012					
0003 A	Senior Study Director (Estimated number of hours - 300)	300	HR	215.03	
0003 B	Associate Study Director (Estimated number of hours - 500)	500	HR	178.90	
0003 C	Senior Statistician (Estimated number of hours - 300)	300	HR	246.06	
0003 D	Junior Statistician (Estimated number of hours - 200)	200	HR	178.90	
0003 E	Senior Technical Reviewer / Senior Analyst (Estimated number of hours - 100)	100	HR	215.03	
0003 F	Junior Analyst (Estimated number of hours - 100)	100	HR	121.90	
0003 G	Senior Programmer / Systems Analyst (Estimated number of hours - 100)	100	HR	178.90	
0003 H	Junior / CATI Programmer (Estimated number of hours - 200)	200	HR	101.73	
0003 I	Supervisor for Interviewing and Quality Control (Estimated number of hours - 400)	400	HR	85.82	
0003 J	Telephone Interviewer (Estimated number of hours - 5,500)	5500	HR	29.90	
0003 K	Secretarial (Estimated number of hours - 100)	100	HR	76.90	
0004 Option Period III 09/29/2012 - 09/28/2013					
Continued ...					

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED

CPSC-D-09-0004

PAGE OF

5

28

NAME OF OFFEROR OR CONTRACTOR

WESTAT INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004 A	Senior Study Director (Estimated number of hours - 300)	300	HR	223.63	
0004 B	Associate Study Director (Estimated number of hours - 500)	500	HR	186.06	
0004 C	Senior Statistician (Estimated number of hours - 300)	300	HR	255.90	
0004 D	Junior Statistician (Estimated number of hours - 200)	200	HR	186.06	
0004 E	Senior Technical Reviewer / Senior Analyst (Estimated number of hours - 100)	100	HR	223.63	
0004 F	Junior Analyst (Estimated number of hours - 100)	100	HR	126.78	
0004 G	Senior Programmer / Systems Analyst (Estimated number of hours - 100)	100	HR	186.06	
0004 H	Junior / CATI Programmer (Estimated number of hours - 200)	200	HR	105.80	
0004 I	Supervisor for Interviewing and Quality Control (Estimated number of hours - 400)	400	HR	89.25	
0004 J	Telephone Interviewer (Estimated number of hours - 5,500)	5500	HR	31.10	
0004 K	Secretarial (Estimated number of hours - 100)	100	HR	79.98	
0005 Option Period IV 09/29/2013 - 09/28/2014					
0005 A	Senior Study Director (Estimated number of hours - 300)	300	HR	232.58	
0005 B	Associate Study Director (Estimated number of hours - 500)	500	HR	193.50	
0005 C	Senior Statistician (Estimated number of hours - 300)	300	HR	266.14	
0005 D	Junior Statistician (Estimated number of hours - 200)	200	HR	193.50	
Continued ...					

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

CPSC-D-09-0004

PAGE OF

6 28

NAME OF OFFEROR OR CONTRACTOR

WESTAT INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005 E	Senior Technical Reviewer / Senior Analyst (Estimated number of hours - 100)	100	HR	232.58	
0005 F	Junior Analyst (Estimated number of hours - 100)	100	HR	131.85	
0005 G	Senior Programmer / Systems Analyst (Estimated number of hours - 100)	100	HR	193.50	
0005 H	Junior / CATI Programmer (Estimated number of hours - 200)	200	HR	110.03	
0005 I	Supervisor for Interviewing and Quality Control (Estimated number of hours - 400)	400	HR	92.82	
0005 J	Telephone Interviewer (Estimated number of hours - 5,500)	5500	HR	32.34	
0005 K	Secretarial (Estimated number of hours - 100)	100	HR	83.18	
0005 L	MEETING includes: Senior Study Director - 5 hours @ \$232.58 = \$1,162.90 Associate Study Director - 5 hours @ \$193.50 = \$967.50 Mileage - 22 miles @ 0.55¢ = \$12.10 The total amount of award: \$2,717,924.65. The obligation for this award is shown in box 26.	1	LO	2,142.50	

STATEMENT OF WORK

PROJECT TITLE: - SURVEY SUPPORT

1. Description of Services

The contractor shall provide Survey Support for the Directorate for Economic Analysis, U.S. Consumer Product Safety Commission.

2. Contract Type

This is a firm-fixed price, Indefinite Quantity, Indefinite Delivery, Performance Based, Task Order type contract with 4 one year Options. Tasks will be issued via firm fixed price delivery orders.

3. Background Information:

- a. The Consumer Product Safety Commission (CPSC) has established ongoing data collection systems such as the National Electronic Injury Surveillance System (NEISS) and the death certificate project, which provide timely epidemiological data to reflect the scope and magnitude of product injury problems as well as accident causation. However, for the measurement of other important factors associated with product injury, such as product exposure for risk analysis and consumer attitudes and behavioral patterns toward consumer products, the Commission must develop targeted collection efforts. These data needs cover a multitude of different areas, and the procedures that are to be developed must be timely, flexible, and cost effective.
- b. The mission and jurisdiction of CPSC are extensive. The Commission has jurisdiction over an indefinite number of products which can involve a multitude of hazard patterns and a number of different types of outcomes (type of injury/fatality), each of which are influenced by a large number of other factors, such as, environmental, physiological, and psychological. To meet its data needs, this contract requires the Contractor to plan and conduct surveys of American households.

4. Performance of Work:

- a. Independently, and not as an agent of the U.S. Government, the Contractor shall furnish all necessary personnel, materials, services and facilities except as specified in individual Task Orders and in the section 13, "Government Furnished Materials/Equipment" to perform the types of work set forth below. Examples of potential and hypothetical tasks to be performed under the contracts(s) are set forth below. The specific requirements for any task will be

outlined in a task order issued to the contractor. Specific tasks may include, but are not necessarily limited to, the following types of work:

- 1) The Contractor shall attend at least two (2) meetings with the CPSC Project Officer at CPSC Headquarters during the period of the contract. There will be one (1) orientation meeting within one week after the effective date of the contract and a debriefing meeting upon completion of the contract. CPSC will give reasonable advance notice of the meetings See B.1) under ADDITIONAL INFORMATION FOR QUOTERS for instructions on including charges for the meetings in the price proposal.
 - a) The contractor shall provide as part of its quote, pricing for two (2) trips to CPSC Headquarters in Bethesda, MD for meetings as described herein. Pricing shall be as detailed as possible to include labor categories, labor rate, number of labor hours, airfare, ground transportation, per diem, (per diem and airfare shall be in accordance with the Federal Travel Regulations).
 - b) The Government estimates that the meetings will be five hours long each and that the senior study director and the associate study director should attend the meetings. Costs shall include all travel expenses as well as the loaded hourly rates of the senior study director and the associate study director. Any travel costs shall be invoiced with receipts provided for expenses in accordance with the Federal Travel Regulations.
- 2) In some cases under this contract, the only required task may be that of preparing materials for OMB clearance. In other cases, interviews may be required using questionnaires and list of potential respondents prepared by CPSC. In a complex task, the Contractor may be required to design a sample, to develop and pretest a survey questionnaire; prepare materials for OMB clearance; conduct a random-digit dialing, mail or face to face survey; and analyze the results of the survey.
- 3) Tasks may be divided into several phases, since performance of a phase may be contingent on the outcome of a prior phase. The Contractor shall only submit invoices for phases as negotiated and authorized by CPSC.
- 4) The Contractor shall furnish CPSC a minimum of 60 percent net completion rate (with a 70 percent minimum completion rate for the screener) to any random-digit dialing survey. The Contractor shall implement follow-up procedures for non-respondents if the survey results in less than the 60 percent completion rate. If rates are expected to be lower than those above, the Contractor shall develop plans to evaluate nonresponse bias. The Contractor shall conduct all follow-up survey procedures at no additional cost to the Government (CPSC) and these

costs shall be included in the Contractor's original negotiated price of any particular tasks. Included among the non-respondents are refusals, respondents the Contractor was unable to contact, incomplete responses, and the respondents with communications difficulties. The Contractor shall allow CPSC to monitor telephone interviews either at the Contractor's facilities or via telephone hookups with the consent of the person being interviewed.

- 5) The Contractor shall edit the survey data for validity and internal consistency. The Contractor shall provide CPSC with a draft and final version of a written description of the layout of the data and editing procedures followed. Data shall be provided electronically in *Serial Attached SCSI* (SAS) data sets unless otherwise specified by the CPSC Project Officer.
 - 6) The Contractor shall, if required by the task, provide a draft survey or interview questionnaire and draft survey screener.
 - 7) The Contractor shall, if required by the task, provide a final survey or interview questionnaire and final screener.
 - 8) The Contractor shall, if required by the task, provide a table of survey interviews and non-responses as follows according to nationally recognized guidelines, such as AAPOR or CASRO.
 - 9) The Contractor shall, if required by the task, prepare formatted data printouts, frequency distributions, two- or three-way cross-tabulations, graphs, tables, and conduct appropriate statistical tests, including test of complex samples which require specialized software packages such as SUDAAN or WESTVAR.
 - 10) The Contractor shall, if required by the task, analyze the survey data. Analysis may include comparisons between the characteristics of U.S. households where an individual has been injured using a product. These characteristics may include a broad range of demographic characteristics, such as age, income, urban/rural, and region. They may also include various measures of exposure to products such as hours used per year; types of behavior, such as a parent leaving a child unattended in a baby bath seat; and product characteristics.
- b. All data, surveys, reviews, and other information developed by the Contractor shall be considered as confidential information compiled for statistical purposes, and shall be the property of the United States Government. Because material developed under this contract may be involved with law enforcement activities, the Contractor shall maintain all records in strict confidence, as specified in section LC21A "DISCLOSURE OF INFORMATION," reporting

only to the CPSC Project Officer or such other persons as may be authorized by the CPSC Contracting Officer.

- c. The Contractor shall not be an importer, distributor, or manufacturer of consumer products subject to the jurisdiction of the laws administered by the CPSC, nor shall it have contractual obligations or substantial ongoing business with importers, manufacturers, or distributors of products under CPSC jurisdiction.
- d. Required Capabilities:
 - 1) The Contractor shall have the capability to: 1) develop sample designs for surveys; 2) design survey questionnaires; 3) develop and review materials for OMB clearance for survey; 4) conduct national and area probability surveys; 5) perform telephone, mail surveys, internet surveys, cell-phone surveys, address-based surveys, or field interviews; 6) computerize, edit, and tabulate data; and 7) analyze survey results. The Contractor shall maintain mail facilities and a telephone interview survey capability to provide a response to data needs on consumer attitudes, behavior, product use, and a product exposure. The data may be needed for a specific hazard project, corrective actions for hazardous products, such as negotiation with manufacturers, or for other CPSC missions such as notification and repair, replacement or refunds. The Contractor may subcontract work, e.g., analysis of survey results, consumer panels, or field interviews.
 - 2) The Contractor shall have the expertise to design survey instruments and questionnaires based on sample questions provided by CPSC staff and discussions with CPSC staff. Possible interviewees may include manufacturers, health care personnel, non-profit organizations, injury victims, and owners or users of specific consumer products. These interviews may use a highly structured survey questionnaire, an open-ended format (e.g., focus panels), or some combination (structured questionnaire with some open-ended responses). After a draft instrument is developed, the Contractor may be required to conduct a pretest and/or pilot test and make recommendations for refinements in the draft instrument. All survey instruments shall be approved by CPSC.
 - 3) The Contractor shall also have the computer programmers, computer software, computer equipment and facilities to conduct interviews using computer-assisted telephone interviewing (CATI) techniques, including specialized software for control of random-digit dialing probability samples and predictive dialing to increase efficiency. Such software shall provide for tracing results of all attempts to contact respondents and provide CPSC with a response rate based on all attempts to contact.

5. **Task Orders** – Individual Task Order Assignments will be forwarded in writing to the Contractor by the CPSC Contracting Officer. The written Task Orders will be consecutively numbered and will include the following data:
- a. Reference to contract number and contract provisions
 - b. Task Order Number assignment
 - c. Statement (of the problem) and task objective
 - d. Delivery schedule

6. Guaranteed Minimum

Under this contract the guaranteed minimum is that one task order will be issued. Tasks will be issued via firm fixed price delivery orders.

7. Schedule of Performance

- a. Prior to ordering a task, the Government will issue a request for quotation (RFQ) with a statement of work to the contractor. The contractor shall submit a pricing and technical proposal in accordance with the labor categories in the Schedule B.to complete the work. The Government will review the contractor’s proposal and negotiate technical aspects and price. Once negotiations are concluded, the Government will issue a firm fixed price task order for services. The contractor is not authorized to commence work on a task until a task order is issued.
- b. Within ten (10) working days after the receipt of an RFQ for a proposed task order, the Contractor shall prepare and submit a plan, schedule, and a total firm fixed price as specified in the Section 8, “Reporting Requirements.” The plan shall include the objective, scope, methodology proposed by the contractor, equipment, and facilities to be furnished by the contractor. If the Contractor requires any Government furnished equipment or services, these must be clearly requested in the contractor’s proposal. The firm price shall be accompanied by a cost breakdown which shall include the number of person-hours. For each of the levels of skill required, the names of the professionals assigned to the task, and other costs, including any costs for the purchase of data required to complete the task. Any costs for preparing the plan, schedule and total price estimate for potential task orders shall be included in the Contractor’s current indirect cost rates in accordance with the Contractor’s cost accounting system. The Government will not pay for costs associated with preparation of the plan, schedule and total price estimate for potential task orders as separate and independent direct costs.
- c. The CPSC Contracting Officer shall negotiate a firm fixed price Task Order with the Contractor. The Contractor shall not proceed with any work until receipt of a finalized Task Order signed by the Contracting Officer. The

Contractor shall then proceed with and complete the requirements in accordance with the negotiated Task Order.

- d. For all tasks issued, within 24 hours after completion of the work for each task, the Contractor shall provide to the CPSC Project Officer an informal oral response providing results of the work.
- e. No later than seven (7) working days after completion of work, a written “Draft Final Report” shall be submitted by the contractor as specified in Section 8a, “Reporting Requirements.”
- f. “Completed Final Reports” shall be provided by the Contractor as specified in the task after CPSC acceptance, rejection or comments on the Draft Final Report.
- g. All reports shall be written in a clear and concise manner, avoiding unnecessary technical jargon, and shall be completed in sufficient detail to be a useful part of a legal proceeding, if necessary.
- h. The following is an example of a hypothetical task:
 - 1. Survey of Baby and Toddler Products
 - a) **Background:** With the passing of the CPSIA on August 14, 2008, the U.S. Congress requires CPSC staff to evaluate the currently existing voluntary standards for durable infant or toddler products and promulgate mandatory standards substantially the same or more stringent than the voluntary standard (Section 104). CPSC staff requires data to evaluate current voluntary standards and baseline data to measure the many potential future impacts of the CPSIA’s mandatory efforts on children’s products. Durable products reasonably expected to be used by children less than 5 years of age are covered by Section 104. This includes, but is not limited to: full-size and non-full-size cribs; toddler beds/ high chairs, booster chairs, and hook-on chairs; bath seats; gates and other enclosures for confining a child; play yards; stationary activity centers; infant carriers; strollers; walkers; swings; and bassinets and cradles.
 - b) **Objective:** The eventual goal would be to provide baseline data on (1) the products in use, (2) the characteristics of the children who use them, and (3) product usage patterns for CPSC staff to use in developing the various memos and reports that will be required to support Section 104 of the CPSIA. These data could be used to support any other rule-making or voluntary processes for children’s products independent of the CPSIA, to support compliance activities, to support information and education campaigns, and to support evaluation of

CPSIA efforts in future years, when these efforts reach full effectiveness.

- c) **Design Issues:** The survey would consist of a number of common questions on use of products, user demographics; product acquisition, disposal, and labeling, along with questions specific to certain products. Each respondent would be interviewed on several products. A major objective is obtaining statistically valid national estimates of the incidence of ownership for each product. While a substantial number of households contain children less than five years of age, many of the products listed above are used for relatively short periods of time, reducing the effective incidence. A multi-frame design may be necessary to obtain both national estimates and adequate samples sizes for individual products. Other issues that should be addressed in the discussion of the hypothetical task include: obtaining cell phone only and low income household representation, using procedures to select adequate numbers of households with products thought to have a low incidence of ownership, selecting reasonable recall periods, selecting one child as the subject when there are multiple eligibles, and determining optimal questionnaire length.

8. Labor Categories (Anticipated)

- a. Work Experience Requirements for the Professional and Non-professional labor categories.
 - 1) Senior Study Director shall have at least ten years experience in management of a variety of surveys (national and area), focus panels, field interviews, interviews of business leaders, health professionals, and other experience. Experience shall include questionnaire design and development, management and budgeting of surveys, training of interviewers, preparation of reports, analyzing survey results, and quality control in all phases of surveys.
 - 2) Associate Study Director shall have at least three years in management of surveys or focus panels. Experience shall include interviewing, quality control for interviewing, interviewer training, instrument preparation, analysis of study results, and preparation of reports on study results.
 - 3) Senior Statistician shall have at least ten years experience in sample design. Experience shall include a variety of random-digit dialing probability sample designs, as well as list-based materials for use in OMB clearance, review of OMB clearance materials prepared by federal agencies and defense of sample designs before OMB. A Ph.D. in a social science with an emphasis on survey methods, or a Ph.D. in statistics is required. SAS, SUDAAN, WESTVAR or similar experience and

membership in a participation in statistical or public opinion research associations is highly desirable.

- 4) Junior Statistician shall have at least four years experience in sample design. An MS or an MS in a social science with an emphasis on survey methods may be substituted for one year of experience. A Ph.D. in a social science with an emphasis on survey methods or a Ph.D. in statistics may be substituted for two years of experience.
- 5) Senior Technical Reviewer/Senior Analyst (STR/SA) shall have qualifications comparable to the Senior Study Director or the Senior Statistician. The STR/SA shall have extensive experience in preparation of reports for major projects (projects over \$400,000 in contract value) and in preparation of articles for publication in technical journals. The STR/SA shall also have experience in the technical review and editing of reports prepared by others in the organization. Expertise in the use of statistical techniques, such as regression analysis and hypothesis testing, is highly desirable.
- 6) Junior Analyst shall have at least three years experience in preparing reports for social science research projects. Training in statistical techniques and the use of statistical software is desirable.
- 7) Senior Programmer/Systems Analyst shall have at least ten years programming experience, including experience with a variety of platforms and software including Statistical Analysis System (SAS) for the personal computer. Proposed personnel shall have extensive experience in providing data processing support to a variety of survey efforts in all phases of surveys from CATI programming to data cleaning and editing and preparation of cross-tabulations and statistical test from survey results.
- 8) Junior Programmer/CATI Programmer shall have at least three years of programming experience, including CATI implementation of screens and software derived from verification of CATI-generated survey data. Experience in PC-SAS is desirable.
- 9) Supervisor for Interviewing and Quality Control shall have at least five years experience managing survey efforts and reviewing data quality.
- 10) Secretaries shall have completed high school and have a minimum of two years secretarial experience.
- 11) Telephone interviewers shall have a high school education. Telephone interviewers fluent in Spanish shall be available for this contract.

*Note: For labor categories specifying Junior or Associate/Senior Personnel, one person may be proposed for both the Junior and Senior labor categories and prices shall be based on total estimated hours for the combined categories. However, the person must meet the qualifications for the Senior labor category. For example, if an offeror did not have a junior statistician, it could propose its senior statistician for both the junior and senior statistician categories. The total estimated hours would be 210 (120+90) for the combined categories and pricing would reflect 210 hours at the senior statistician rate.

- b. The estimated number of labor hours by labor category is included in the pricing schedule. This is an estimate only. Fixed hours will be stated in negotiated task orders at the time of issuance. Firm fixed prices for labor hours shall be inserted in the schedule, and these hourly rates shall be used for pricing all task orders. Task orders initiated during one period of performance shall be based on the rates on the rates identified in the schedule at the time of issuance.

9. Reporting Requirements

The Contractor shall submit the following reports as set forth in Section 10, "Delivery or Performance" to the addressee specified in Section 11, "Place of Delivery or Performance."

- a. Proposal, in response to RFQ for each task:
 - (1) Format – The proposal shall be typed on durable grade of white, letter size paper and shall contain the Contract number, Title, and Task Number.
 - (2) Contents – The proposal shall contain a technical and price proposal for each task, including the following:
 - (a) Review of the requirements including the objective, scope, and a plan for performance
 - (b) Methodology
 - (c) Material Requirements
 - (d) The total Firm Fixed Price broken down by cost element in accordance with the firm fixed price labor rates in the awarded contract
 - (e) Proposed Payment Schedule in accordance with specific deliverables
- b. Draft and Final Reports:

- (1) Format – Both the Draft and the Final Reports shall be in the following format:
 - (a) Cover in heavier paper than the inner pages.
 - (b) Typed on durable grade of white, letter size paper.
 - 1) The Contract Number, Task Title, Task Number and subject of the task
 - 2) The name of the Contractor preparing the report
 - 3) A Table of Contents with page numbers
- (2) Contents – The specific content of the reports depends on the subject of the Task Order, however any of the following items may be required by an individual task order:
 - (a) A review of OMB clearance documentation prepared by CPSC and a description of any supporting materials prepared for a request for OMB clearance.
 - (b) A description of development and testing of survey instruments.
 - (c) A description of how the sample(s) of interest was identified and/or selected.
 - (d) A description of the survey methodology, response rate, and follow-up procedures.
 - (e) An analysis of the inferences that can be drawn from the survey data and the limitations/qualifications in making inferences to the general population.
 - (f) A method for computing sampling errors for study variables and a brief description of the associated underlying assumptions.
 - (g) An explanation of the editing procedures utilized before and after the survey data were put into electronic datasets, e.g., SAS datasets.
 - (h) A description of the data, including a record layout, a listing of variables with an explanation of the codes used to specify the socioeconomic, demographic, or regional characteristics of the sample of interest and of codes used to record their responses.
 - (i) A tabulation of the socio-economic demographic, or regional characteristics of the respondents covered in the random-digit dialing surveys, if known.

(j) Weighted and unweighted one-way distributions for each study variable. A limited number of cross-tabulations (two- or three-way) tables, graphs or statistical test may also be required.

(k) Analysis of survey results including comparisons with the general population.

10. Review, Approval, and Acceptance

- a. All materials submitted by the Contractor for review, approval, and acceptance will be reviewed by the Commission within ten working days after date of receipt.
- b. Upon submission of any contract deliverable, including reports specified in Section 10, "Delivery or Performance," the Contractor shall submit to the Contracting Officer a copy of the dated cover letter transmitting such deliverable.
- c. Acceptance/rejection of the Contractor's work, which includes reports and work products, will be based on conformance with this Work Statement and the task order.
- d. Acceptance/rejection of the Contractor's work will be transmitted to the Contractor by the Project Officer, in writing, within twenty working days of receipt.

11. Delivery or Performance

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

ITEM	QUANTITY	DELIVERY OR PERFORMANCE
(1) Proposal including a Plan Schedule and Firm Fixed Price for each task (see 6b and 8a)	3 copies	Within ten (10) working days after receipt of the RFQ for a proposed Task Order
(2) Formal Oral Response on Task Order (see 6d)	1 phone call	Within 24 hours after completion of any task.
(3) Draft Final Report (see 6e and 8b)	5 copies	Within seven (7) working days after completion of any task.
(4) Completed Final Report (see 6f and 8b)	5 copies	As specified in individual task.

12. Place of delivery or performance:

- a. Proposals in response to RFQs for proposals for task orders shall be returned to the point of contact in the Procurement Office issuing the RFQ and identified in instructions to the contractor.
- b. Oral or Email Response shall be provided to the Project Officer, William Zamula, at 301-504-7709 or wzamula@cpsc.gov .
- c. Draft Final Reports and Completed Final Reports shall be submitted to the Project Officer at:

U.S. Consumer Product Safety Commission
Directorate for Economic Analysis
4330 East-West Hwy.
Bethesda, MD 20814-4408
ATTN: William Zamula, Project Officer
or
wzamula@cpsc.gov

13. Government-Furnished Materials/Equipment

- a. The Government shall furnish to the Contractor for use in connection with this contract the materials/equipment set forth below:
 - 1) Copies of the contractor's reports from previous CPSC-sponsored surveys.
- b. All materials provided hereunder are for exclusive use in performance of this contract. Any such material not expended in performance of this contract shall be returned to CPSC upon completion of the contract.
- c. All other materials/equipment required in the performance of this contract shall be furnished by the Contractor.

FAR Clauses included in their entirety:

- 1. **52.216-18 Ordering (OCT 1995)**
- 2. **52.216-19 Order Limitations (OCT 1995).**
- 3. **52.216-22 Indefinite Quantity (OCT 1995).**

52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through one (1) year.

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

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

(End of clause)

52.216-19 Order Limitations (OCT 1995).

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

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

(1) Any order for a single item in excess of \$500,000.00

(2) Any order for a combination of items in excess of \$1,000,000.00; or

(3) A series of orders from the same ordering office within 10 Days days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity.

As prescribed in 16.506(e), insert the following clause:

INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 09/30/2010.

(End of clause)

Local Clauses included in their entirety

- | | |
|----------|--|
| 1. LC 1A | Contractor’s Note |
| 2. LC2 | Inspection and Acceptance of reports |
| 3. LC21A | Disclosure of Information – Limits on Publication |
| 4. LC22 | Handling of Confidential Information |
| 5. LC24 | Nondisclosure of any Data Developed Under this Contract |
| 6. LC26 | Public Information |
| 7. LC28 | Testimony |
| 8. LC31 | Restrictions on Use of Information |

LC 1A 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) 366-7018 or Ronald Welch (301) 504-7091, 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

Project Office: Mr. William Zamula, Economist @ (301) 504-7709

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 INSTRUCTIONS 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 415. 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. Taxpayer Identification Number (TIN).
3. Invoice date (use of invoice number in addition to invoice date is prudent but not required).
4. 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.
5. Description, price and quantity of goods or services actually delivered or rendered.
6. Shipping cost terms (if applicable).
7. Payment terms.
8. ACH Vendor Information which includes: the Financial Institution, routing transit number, and depositor account number. In addition please specify whether account is a checking account or savings account.
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:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission
4330 East-West Hwy

Bethesda, MD 20814

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 Finance Office at 301-504-7172 or 301-504-7130.

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 the Accounting Officer at (301) 504-7203 or 301-504-7130 or at the following address:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission
4330 East-West Hwy
Bethesda, MD 20814

Complaints related to the late payment of an invoice should be directed to Deborah Peebles Hodge, Director, Division of Financial Services at the same address (above).

D. INSPECTION & ACCEPTANCE PERIOD

Unless otherwise stated in the Statement of Work or Description, the Commission will ordinarily inspect all materials/services within three (3) working days after the date of receipt. The CPSC contact person will transmit disapproval, if appropriate. 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: Mr. Peter Nerret, Contract Specialist @ (301) 504-7033

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 Administrative Services Specialist (Ron Welch) in the Facilities Management Support Services Branch (Room 416). 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.

LC2 Inspection and Acceptance of reports

- 1) The following reports are required by this contract: []
- 2) The CPSC Project Officer will review all materials submitted for approval/disapproval as follows:
 - a. [Draft] report: Within seven [7]working days of receipt
 - b. [Final] report: As specified in the individual tasks
- 3) Acceptance/rejection will be based on conformance with the Statement of Work and with professional standards.
- 4) Performance will be evaluated based on the following standards for each of the reports due to the Commission:
 - a. Criteria: Timeliness of Delivery
 1. Definitions

- a. Excellent performance is defined as: meeting all of the contract delivery dates, meeting all of the status report and presentation dates within one day, and responding to all information requests within one day.
 - b. Successful performance is defined as: meeting all of the contract delivery dates, meeting all of the status report and presentation dates within [5] days, and responding to all information requests within [5] days.
 - c. Poor performance is defined as not meeting the excellent or successful criteria.
- b. Criteria: Performance
- 1. Definitions
 - a. Excellent performance is defined as: Sample designs capturing target populations in a thorough and cost-effective manner. Questionnaire design and CATI programming anticipating CPSC needs, containing no errors in logic, and requiring only revisions dictated by changes in CPSC requirements. All OMB submissions, draft and final reports containing no substantive errors and no errors in calculations, requiring no technical corrections and minimal editorial revision in the face of internal CPSC review and external peer review, if required.
 - b. Successful performance is defined as: Sample designs capturing target populations in a thorough and cost-effective manner. Questionnaire design and CATI programming containing no errors in logic, and requiring only minor revisions. All OMB submissions, draft and final reports containing no substantive errors and no errors in calculations, requiring minimal technical corrections and minor editorial revision in the face of internal CPSC review and external peer review, if required.
 - c. Poor performance is defined as not meeting the excellent or successful criteria.

LC21A Disclosure of Information – Limits on Publication

- 1. 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 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.

2. 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-D-09-0004. 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.

LC22

Handling of Confidential Information

1. If the contractor obtains confidential business information about any company in connection with performance of this contract, either from the CPSC, the other company itself, or any other source, the Contractor agrees that it will hold the information in confidence and not disclose it either to anyone outside the CPSC or to any Contractor employee not involved in performance of this contract.
2. At the completion of performance of this contract, the Contractor shall return any confidential information, obtained as described above, either to its owner or to the CPSC. No such information shall be retained by the Contractor. Furthermore, the Contractor agrees not to use any such confidential business information for any purpose other than performance of this contract. During contract performance, the Contractor shall maintain confidential business Information obtained as described in this article in a safe or locked file cabinet to which only employees performing work under this contract shall have access. A log shall be maintained to reflect each entry to the safe or cabinet. The Contractor shall provide to the CPSC Division of Procurement Services, and keep current, a list of all employees with such access. The Contractor shall require each such employee to execute an affidavit as set forth in the attached "Affidavit of Disclosure" and the original and one copy of each affidavit shall be sent to the CPSC Contracting Officer.

3. A site inspection of the Contractor's security measures for confidential information may be performed by the CPSC Project Officer prior to contract award and at any time during contract performance as deemed necessary by the Project Officer. Approval of the security measures by the CPSC Project Officer may be a prerequisite to contract award and continued performance.
4. Failure by the contractor to comply with the terms of this clause may be treated as a default pursuant to the terms of this contract.

LC24 Nondisclosure of any Data Developed Under this Contract

1. 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.
2. 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.

LC26 Public Information

1. Rights to all information, uses, processes, patents, and other developments resulting from this contract will be made available by the Commission to the public without charge on a nonexclusive basis. Nothing in this provision shall be construed to deprive any person of any right which he may have had, prior to entering into this contract, to any patent, patent application, or invention or to any proprietary data or trade secret. The Contractor agrees that he will include this provision in all subcontracts made under this contract.
2. Sections 200-211 of Title 35 of the United States Code specifically supersede the above to the extent that they permit small business firms and nonprofit organizations to retain, in most cases, exclusive commercial rights to inventions made with Commission support.

LC28 Testimony

1. The Contractor acknowledges that any test that it performs under this contract may be relevant to litigation that CPSC is or may become involved in, and that CPSC may require the testimony of those Contractor employees who performed the tests and tabulated the

results. Therefore, the Contractor agrees to strictly comply with the specified requirements for sample handling, testing procedures, recordkeeping, and reporting procedures. The Contractor further agrees to make its employees available to provide information and, if necessary, to give testimony on behalf of CPSC in litigation, concerning their testing activities. For this reason, the Contractor must be able to locate employees and former employees, at the request of CPSC, for two years after this contract is completed or terminated.

2. The Contractor agrees that it will not disclose the information developed under this contract to any other party, or voluntarily agree to act as a witness for any other party concerning the information developed under this contract, without the express approval of the CPSC Project Officer.

LC31

Restrictions on Use of Information

1. 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.
2. 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