

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER		PAGE OF 1 31		
2. CONTRACT NO. 61320620D0002		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME CASSANDRA STERBA			b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY CODE CPS CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM      NAICS: 611310 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)      SIZE STANDARD: \$30.0					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30 PROMPT PAY			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE			16. ADMINISTERED BY CODE CPS CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814					
17a. CONTRACTOR/ OFFEROR CODE 072995848		FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE ARC/ASD/IPP ARC/ASD/IPP Submit invoices via the Invoice Processing Platform at <a href="http://www.ipp.gov">www.ipp.gov</a> Inquiries call 304-480-8000 #7					
BOISE STATE UNIVERSITY 1910 UNIVERSITY DRIVE BOISE ID 83725-1135		TELEPHONE NO.						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	COR: Rana Balci-Sinha Phone: 301-987-2584 Email: RBalciSinha@cpsc.gov  Indefinite-Deliver/Indefinite-Quantity contract 61320620D0002 is issued for services as described in the Statement of Work below and in accordance with the terms and conditions below. The contractor's quote dated 8/31/2020 is incorporated by reference. Funding will be provided on individual orders.  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i> \$0.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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.					<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i> Karen Henry, Associate Vice President			30c. DATE SIGNED See signature		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> ADAM D. GRAHAM		31c. DATE SIGNED 9/23/2020	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Inv Approver/COR: BALCI-SINHA, RANA Inv Approver/COR Backup1: BALCI-SINHA, RANA Period of Performance: 09/24/2020 to 09/23/2021  BASE PERIOD				750,000.00
0002	Infant Biomechanics and Suffocation Research and Consultancy Services IDIQ. The contractor must provide expert services to include any literature review, data analysis, hazard investigation, standard development, administrative proceeding, and federal court litigation, related to infant and toddler respiratory physiology, biomechanics, and anthropometry.  OPTION YEAR 1  Infant Biomechanics and Suffocation Research and Consultancy Services IDIQ. The contractor must provide expert services to include any literature review, data analysis, hazard investigation, standard development, administrative proceeding, and federal court litigation, related to infant and toddler respiratory physiology, biomechanics, and anthropometry.  Amount: \$750,000.00 (Option Line Item) 09/23/2021  Continued ...				0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
61320620D0002

PAGE OF  
3 31

NAME OF OFFEROR OR CONTRACTOR  
BOISE STATE UNIVERSITY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>OPTION YEAR 2</p> <p>Infant Biomechanics and Suffocation Research and Consultancy Services IDIQ. The contractor must provide expert services to include any literature review, data analysis, hazard investigation, standard development, administrative proceeding, and federal court litigation, related to infant and toddler respiratory physiology, biomechanics, and anthropometry. Amount: \$750,000.00 (Option Line Item) 09/23/2022</p>				0.00
0004	<p>OPTION YEAR 3</p> <p>Infant Biomechanics and Suffocation Research and Consultancy Services IDIQ. The contractor must provide expert services to include any literature review, data analysis, hazard investigation, standard development, administrative proceeding, and federal court litigation, related to infant and toddler respiratory physiology, biomechanics, and anthropometry. Amount: \$750,000.00 (Option Line Item) 09/23/2023</p>				0.00
0005	<p>OPTION YEAR 4</p> <p>Infant Biomechanics and Suffocation Research and Consultancy Services IDIQ. The contractor must provide expert services to include any literature review, data analysis, hazard investigation, standard development, administrative proceeding, and federal court litigation, related to infant and toddler respiratory physiology, biomechanics, and anthropometry. Amount: \$750,000.00 (Option Line Item) 09/23/2024</p> <p>The total amount of award: \$3,750,000.00. The obligation for this award is shown in box 26.</p>				0.00

## PRICE LIST

Category	Base Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
Principal Investigator (EM Mannen)	\$108	\$111	\$115	\$118	\$122
Pediatric Pulmonologist (J Carroll)	\$251	\$258	\$265	\$273	\$282
Orthopaedic Medical Doctor (TBD)	\$383	\$395	\$406	\$419	\$431
Pediatric Developmental Specialist (TBD)	\$108	\$110	\$114	\$117	\$121
Research Scientist	\$57	\$59	\$61	\$63	\$64
Lab Technician	\$43	\$44	\$46	\$47	\$49
Graduate Student Researcher	\$42	\$43	\$45	\$46	\$47
Undergraduate Student Researcher	\$21	\$22	\$22	\$23	\$24

Additional Items (Maximum)	Base Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4
Miscellaneous Research Costs	\$100,000	\$103,000	\$106,090	\$109,273	\$112,551
Consulting Services	\$50,000	\$51,500	\$53,045	\$54,636	\$56,275
Travel	\$12,000	\$12,360	\$12,731	\$13,113	\$13,506

## STATEMENT OF WORK

### Infant Biomechanics and Suffocation Research and Consultancy Services IDIQ

#### 1) BACKGROUND

During the years 2013 through 2015, CPSC staff has received reports of 296 deaths, which translates to an annual average of 99 deaths of children younger than 5 years, which are associated with, but not necessarily caused by, nursery products. About 88% of the deaths were associated with one or more of the following products: cribs, mattresses, bassinets, cradles, playpens, play yards, infant carriers, bouncer seats, and strollers. One common cause of deaths is asphyxia,<sup>1</sup> which can include cases where the airway is occluded physically and cases where the surrounding environment limits the flow of air. CPSC staff is interested in identifying and mitigating the risk factors for suffocation, and other injury mechanisms, in the environments where young children are expected to or may sleep. In addition, CPSC staff is interested in obtaining support for project work in the areas of infant and toddler biomechanics, anthropometry, and respiratory physiology.

#### 2) OBJECTIVE

The contractor must provide expert services to include any literature review, data analysis, hazard investigation, standard development, administrative proceeding, and federal court litigation, related to infant and toddler respiratory physiology, biomechanics, and anthropometry.

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<sup>1</sup> Chowdhury, R. (2018) Injuries and Deaths associated with Nursery Products among Children Younger than Age Five. Retrieved from: <https://www.cpsc.gov/s3fs-public/Nursery%20Products%20Annual%20Report%202018.pdf?ZYcoV6ufF5f6D8JeIBDHO8XfDjgAJdix>

### **3) CONTRACT TYPE**

This is a single award, Indefinite-Delivery, Indefinite-Quantity (IDIQ) performance based contract. Services will be ordered via firm fixed-price task orders. The guaranteed minimum for this contract is one task order. This is a non-personal services contract for a base year and four (4) option periods of one year each.

#### *Issuance of Task Orders:*

Task orders will be issued against this IDIQ contract via email. Specific tasks will be identified in each task order. Each task order must be priced on a firm fixed-price basis for all tasks. Travel must be included in the firm fixed-price total for any task order where travel is required. The issuance of all task orders will be contingent upon an agency decision to fund the service. No work may be performed until a completed task order is issued.

### **4) PERIOD OF PERFORMANCE**

The contract performance period is one year from date of award, with four option periods of one year each. Individual task order performance dates shall be governed by the individual task order.

### **5) DESCRIPTION OF SERVICES:**

Independently, and not as an agent of the Government, the Contractor will be required to perform any of the following:

- a) The Contractor must conduct studies to identify and measure product characteristics that may lead to suffocation or other injury in (1) environments where infants are intended to sleep, including cribs, bassinets, and play yards, and (2) other environments where infants are likely to fall asleep, such as swings and rockers. These assessments must take into account that some of these environments may include crib bumpers and other products, including but not limited to infant pillows, quilts, blankets, stuffed animals, and additional mattresses that caregivers may perceive as providing comfort to a child. These products are given as examples, but are not intended to limit the universe of products that could be investigated under this contract.
- b) The Contractor must conduct studies to measure and analyze the impact of infant motions, forces, and positions on respiratory function in these environments.
- c) The Contractor must review and evaluate published studies and expert opinions issued by third parties regarding products/environments, and the characteristics and capabilities of infants, including infants considered at greater risk of respiratory compromise (e.g., due to prematurity, low birth weight, multiple birth pregnancy, and other medical reasons for increased susceptibility), that may lead to infant suffocation and other injuries. These infant characteristics and capabilities include, but are not limited to, biomechanics, anthropometry, and respiratory physiology capabilities such as tidal volumes, breathing rates, inspiratory and expiratory pressures and airflow rates and resistance levels; development and maturation of neural control systems

controlling blood gases (oxygen and carbon dioxide) should also be considered. The Contractor must document their evaluations and provide written expert opinions, reports, or presentations.

- d) The Contractor must conduct studies to identify and recommend key characteristics and anthropometry that can be used in designing test probes to address entrapment and suffocation.
- e) For research involving human subjects, the Contractor must prepare all necessary documents for the Institutional Review Board (IRB). The Contractor must submit, for review and approval, any human subject research to an IRB that maintains a Federal Wide Assurance (FWA) and adhere to all aspects of the Common Rule for human subject protections.
- f) The Contractor, with the assistance of CPSC staff, must prepare all necessary documents, and implement any changes to the study plan, required for Office of Management and Budget (OMB) Paperwork Reduction Act (PRA) approval, as needed. The Contractor must submit, for review, the data collection plan per the Paperwork Reduction Act and adhere to all changes required per the approval process.
- g) The Contractor must attend and present, or be prepared to attend and present, at internal CPSC meetings or external public meetings, conferences, or other meetings as a subject matter expert on infant and toddler interactions with products while sleeping, lounging, or napping.
- h) The Contractor must attend and must present or testify, or be prepared to attend, present, and testify, at meetings, settlement conferences, depositions, or court proceedings as an expert consultant or expert witness on infant and toddler interactions with products while sleeping, lounging, or napping.
- i) The Contractor must either coordinate and facilitate, or perform peer review of, CPSC staff-performed research and testing of biomechanics- or suffocation-related studies.
- j) The Contractor must review available In-Depth Investigation (IDI) reports.

## **6) CONTRACTOR QUALIFICATIONS**

The Contractor personnel must include individual(s) with:

- a Ph.D. degree in engineering, with a focus on biomechanics, and at least 3 years of research experience in infant biomechanics; and,
- a M.D. or Ph.D. degree in Physiology (or related Health Science), with at least 3 years of clinical or research experience in respiratory physiology and pulmonary function in infants and young children.

The Contractor personnel must include individuals qualified to explain the physical effects of infant position (*e.g.*, prone versus supine, face position) on respiratory function and suffocation potential when the infant is in or interacting with the products under review.

The Contractor must demonstrate in writing to the Contracting Officer's Representative (COR)

that the Contractor, its personnel, and any subcontractors employed by the Contractor, have not written reports or performed technical work regarding infant sleep products and related accessories on behalf of manufacturers of those products within the last three years. The Contractor must notify the COR immediately of any potential conflict of interest events during the performance of this IDIQ or any task order issued against it. Contractor conflict of interest, without an approved conflict of interest mitigation plan, may be grounds for immediate termination of this IDIQ or task order issued against it. Any conflict of interest mitigation plan must be provided in writing to the Contracting Officer, and approved in writing by the Contracting Officer.

#### **7) REPORTING REQUIREMENTS / DELIVERABLES**

The Contractor shall submit all deliverables and reports to the COR. Specific reporting requirements and deliverables will be outlined in each individual task order.

#### **8) REVIEW, APPROVAL, AND ACCEPTANCE**

- a. All material submitted by the Contractor for review, approval, and acceptance will be reviewed by CPSC staff within ten (10) working days after date of receipt. Unless, a longer review period is agreed upon by the COR and Contractor.
- b. Acceptance/rejection of the Contractor's work, which includes reports and work products, will be based on conformance with this Statement of Work and the individual Task Order.
- c. Acceptance/rejection of the Contractor's work will be transmitted to the Contractor by the COR, in writing, within twenty (20) working days of receipt, unless otherwise noted in the task order.

#### **9) GOVERNMENT-FURNISHED MATERIALS/EQUIPMENT**

The Government shall furnish to the Contractor for use in connection with this contract the materials/equipment set forth below:

- a. Copies of examples of previous CPSC staff analyses and reports, as needed.
- b. CPSC staff-generated data on hazards, injuries, and illnesses, as required for analysis and comparisons.
- c. Information on the status of voluntary standards efforts, if applicable to the task.
- d. Information obtained by CPSC staff from firms, if applicable to the task. It may be necessary, with sensitive issues, for the Contracting Officer Representative or other CPSC staff, rather than the Contractor, to contact firms. 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. If electronic documents, they must be destroyed.
- e. All other materials and equipment required in the performance of this contract shall be furnished by the Contractor.

**10) TRAVEL**

CPSC anticipates multiple places of performance for task orders under this IDIQ. Each individual order will include the location of work, if other than the contractor facility. Each quote provided must be inclusive of any travel costs necessary to perform the work. Travel costs shall be quoted as part of the Contractors firm fixed-price quote and shall be in accordance with the Federal Travel Regulation (FTR) (<http://www.gsa.gov/portal/content/104790>).

**11) PERFORMANCE ASSESSMENT PLAN**

Successful performance will be measured by the following performance measures:

<i>Performance Objectives</i>	<i>Performance Thresholds</i>
Deliverables are complete and accurate  100% of the time after COR comments. as noted in the task order	100% of the time after COR comments
Deliverable dates are met per the schedule outlined in the task order	100% of the time
Analyses are conducted in accordance with applicable executive orders, OMB circulars and all other related laws and regulations	100% conformance

**12) QUALITY ASSURANCE**

The COR will review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the COR will not relieve the Contractor of the responsibility for complying with the requirements of this contract.

**CLAUSES:**

**LC 1B CONTRACTOR’S NOTE - DELIVERIES TO THE CPSC NATIONAL PRODUCT TESTING LABORATORY SITE, ROCKVILLE, MARYLAND**

Delivery Address:  
U.S. Consumer Product Safety Commission  
National Product Testing Laboratory  
5 Research Place  
Rockville, MD 20850

The Consumer Product Safety Commission (CPSC) Laboratory facility is located in Rockville, MD. Deliveries are to be made to the loading dock area which is accessible from the parking



area entrance on Research Place on the east side of the building. Do not enter the parking area from Research Court on the North side of the facility as there may not be sufficient room to maneuver and back up to the loading dock area on the east side of the building.

Deliveries may not be left outside the building or loading dock, unless specifically directed by appropriate CPSC staff. All deliveries shall be considered "inside deliveries" 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 and include the packing slip.

#### ATTENTION GOVERNMENT VENDOR:

#### A. DELIVERY INSTRUCTIONS

##### 1. DELIVERY INSTRUCTION FOR SMALL ITEMS

Deliveries should be made between 9:00 a.m. and 4:00 p.m. on Monday through Friday (except holidays). Deliveries outside these hours require prior arrangements.

##### Contacts:

Andrew Stadnik, Lab Director, 301-987-2037 x1 OR 301-706-6902

Allyson Tenney- 301-987-2769

Matthew Dreyfus 301-987-2094

Michael Nelson – 301-987-2752

For the Furniture, Chair, Exercise Equipment, and IT Equipment

##### Contacts:

Cary Windsor – (301) 504-7203 (Cell: (202) 302-9327)

Andy Stadnik – (301) 706-6902

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

Large or heavy items must be delivered directly to the loading dock. If delivery cannot be made to the loading dock directly or via the leveling device and requires off-loading the item from the delivery vehicle to the ground, then deliveries of such large or heavy items should be scheduled 24 hours in advance and should be made between 9:00 a.m. and 3:00 p.m. on Monday through Friday (except holidays). Contact information is the same as above to arrange for CPSC lift truck operators or other lifting and handling support needs for the delivery.

#### 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 through the Invoice Processing Platform (IPP).

## ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

Invoice Processing Platform (IPP) is a secure web-based electronic invoicing and payment information service available to all Federal agencies and their supplier by the U.S. Treasury's Bureau of Fiscal Service. IPP allows Federal agencies and their suppliers to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy to access web portal. This service is free of charge to government agencies and their suppliers, including services and support.

(a) Definitions. As used in this clause-

(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.

(b) The Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP is available on the Internet at [www.ipp.gov](http://www.ipp.gov). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@stls.frb.org](mailto:ippgroup@stls.frb.org) or phone (866)973-3131.

## PAYMENT AND INVOICE QUESTIONS

For payment and invoice questions, contact the Accounts Payable Branch at (304) 480-8000 option 7 or via email at [AccountsPayable@fiscal.treasury.gov](mailto:AccountsPayable@fiscal.treasury.gov).

Customer Service inquiries may be directed to Adriane Clark at [AClark@cpsc.gov](mailto:AClark@cpsc.gov).

## OVERPAYMENTS

Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

## C. INSPECTION & ACCEPTANCE PERIOD

Unless otherwise stated in the Statement of Work or Description, the Commission will ordinarily inspect all materials/services within seven (7) business 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 Contracting Officer. If other inspection information is provided in the Statement of Work or Description, it is controlling.

### **LC 9 Key Personnel**

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

*Dr. Erin M. Mannen, **Principal Investigator***

*Dr. John Carroll, **Co-Investigator***

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

### **LC 10 Background Security Checks performed by the Contractor**

a. All Contractor employees proposed and/or presently in service under this contract and any new Contractor employees to be utilized for performance of this contract may be subjected to background checks. Information regarding background and security checks to be performed on personnel shall be included with the proposal and contract award. These checks shall be performed at Contractor expense. The results of such checks shall be provided to the Government.

b. Identical background and security checks shall also be performed on new or substitution personnel prior to entering into service under this contract.

c. By execution of this contract, the Contractor certifies 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.

d. The Government reserves the right to remove 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 once performing on 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 pose a threat to personnel or property.

e. Failure by the contractor to comply with the terms of this clause may result in termination of the contract.

### **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 61320620D0001. The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission."

### **LC 37 Security and Privacy**

#### **(a) Agency rules of conduct that the Contractor and the Contractor's employees shall be required to follow:**

In performing its duties related to management, operation, and/or access of systems containing sensitive PII under this contract, the Contractor, its employees and subcontractors shall comply with all applicable security requirements and rules of conduct as specified by the following:

1. Contractor employees must comply with agency personal identity verification (PIV) requirements in order to logically access Government systems.
2. System access granted under this contract is only for work required to perform official duties specified in the contract. The performance of any unrelated and/or unauthorized activity is prohibited.
3. Access to Government information systems (where applicable) will only be for the period stated in the contract. Thereafter, all accounts, passwords, and access associated with the contract will be terminated.
4. Disclosure of any system account information or system passwords to any unauthorized third-party is prohibited.
5. Exhibiting or divulging the content of any record or report to any person except in the performance of official duties specified in the contract is prohibited.
6. Using any data accessed with a Government system account for unauthorized purposes is prohibited.

7. No official record, report, database, or copy thereof, may be removed from Government premises or Government systems without prior written permission.
8. Contractor employees are prohibited from modifying, altering, or otherwise changing any Government system component or configuration except in the performance of official duties specified in the contract. Contractor employees are prohibited from issuing any system command or running any software, scripts, or programs on Government systems without prior authorization.
9. Contractor employees must not disclose sensitive or personal privacy-related information to any unauthorized third-party.
10. Contractor must notify the Government Contracting Officer immediately upon the termination of any Contractor or subcontractor employee so that system accounts, remote access, or other forms of system access can be terminated.
11. The use of Contractor-owned laptops or other portable media storage devices to process, transmit, or store sensitive PII is prohibited under this contract [unless the Contractor is authorized to access Government systems through the agency's virtual desktop infrastructure environment].
12. The Contractor must notify the Government Contracting Officer and the agency's Information Systems Security Officer (ISSO) immediately upon the discovery—or suspected discovery—of any type of security incident, malicious activity, or data breach affecting or that might potentially affect the Government's network or specific systems.
13. Contractor employees with access to Government systems must agree to agency Rules of Behavior and shall complete annual security awareness training.

**(b) A list of the anticipated threats and hazards that the Contractor must guard against.**

The Contractor must use reasonable measures to guard against the following threats and hazards:

1. Unauthorized disclosure or use of sensitive system information—including system architecture, system configuration, system accounts, and system passwords.
2. Unauthorized disclosure or use of the contents of any information obtained from Government systems—including system records, system reports, or databases.
3. Unauthorized modification or alteration of any Government system component or configuration
4. Unauthorized circumvention, avoidance, or deception of any Government security system, measure, or control.
5. Unauthorized installation and/or use of hardware, software, firmware, portable media storage, or mobile devices on Government systems.
6. Unauthorized use of Government systems—including hardware, software, system accounts, Internet access, and email accounts—for activity which is not required to perform official duties under this contract.

**(c) A description of the safeguards that the Contractor must specifically provide.**

1. The Contractor shall limit access to any information related to this contract to those employees and subcontractors who require the information in order to perform their official duties under this contract.
2. The Contractor, Contractor employees, and subcontractors must physically secure PII when not in use and/or under the control of an authorized individual, and when in transit to prevent unauthorized access or loss.

3. When PII is no longer needed or required to be retained under applicable Government records retention policies, it must be destroyed through means that will make the PII irretrievable.
4. The Contractor shall only use PII obtained under the contract for purposes of the contract, and shall not collect or use such information for any other purpose without the prior written approval of the Contracting Officer.
5. At expiration or termination of this contract, the Contractor shall turn over to the Government, all PII obtained under the contract that is in its possession.
6. In the event of any actual or suspected breach of PII, the Contractor shall immediately report the breach to the Contracting Officer, the Contracting Officer's Representative (COR), and the agency's Information Systems Security Officer (ISSO).
7. In the event that a PII breach occurs as a result of the violation of a term of this contract by the Contractor or its employees, the Contractor shall, as directed by the Contracting Officer and at no cost to the Government, take timely action to correct or mitigate the violation, which may include providing notification and/or other identity protection services to affected persons for a period of at least 18 months from discovery of the breach. If the Government elects to provide and/or procure notification or identity protection services in response to a breach, the Contractor shall be responsible for reimbursing the Government for those expenses. The Contractor shall incorporate the substance of this clause, its terms and requirements in all subcontracts under this contract, and require written subcontractor acknowledgement of same. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

**Definitions.**

“Personally Identifiable Information” (PII) means information that can be used to distinguish or trace a person's identity, such as his or her name, social security number, or biometric records, that alone, or when combined with other personal or identifying information which is linked or linkable to a specific person, such as date and place of birth, or mother's maiden name.

“Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users, and for other than authorized purpose, have access or potential access to Personally Identifiable Information, whether physical or electronic.

(End of clause)

**52.212-4 Contract Terms and Conditions-Commercial Items (OCT 2018)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
  - (ii) Invoice date and number;
  - (iii) Contract number, line item number and, if applicable, the order number;
  - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (vi) Terms of any discount for prompt payment offered;
  - (vii) Name and address of official to whom payment is to be sent;
  - (viii) Name, title, and phone number of person to notify in event of defective invoice;
- and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

**(h) Patent indemnity. Redacted.**

(i) Payment.-

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.



(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t)[Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any

other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

#### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (JUN 2020)**

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

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805note](#))).

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

  X   (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

     (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#))).

- \_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_X\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- \_\_ (5) [Reserved].
- \_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_X\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_X\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101note](#)).
- \_X\_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).
- \_\_ (10) [Reserved].
- \_\_ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C.657a](#)).
- \_\_ (ii) Alternate I (MAR 2020) of [52.219-3](#).
- \_\_ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_ (ii) Alternate I (MAR 2020) of [52.219-4](#).
- \_\_ (13) [Reserved]
- \_\_ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (MAR 2020) ([15 U.S.C.644](#)).
- \_\_ (ii) Alternate I (MAR 2020).
- \_\_ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (MAR 2020) ([15 U.S.C. 644](#)).
- \_\_ (ii) Alternate I (MAR 2020) of [52.219-7](#).
- \_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (JUN 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_ (ii) Alternate I (NOV 2016) of [52.219-9](#).
- \_\_ (iii) Alternate II (NOV 2016) of [52.219-9](#).
- \_\_ (iv) Alternate III (JUN 2020) of [52.219-9](#).
- \_\_ (v) Alternate IV (JUN 2020) of [52.219-9](#).
- \_\_ (18) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- \_\_ (19) [52.219-14](#), Limitations on Subcontracting (MAR 2020) ([15 U.S.C.637\(a\)\(14\)](#)).
- \_\_ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (JAN 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657f](#)).
- \_X\_ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (MAR 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_ (ii) Alternate I (MAR 2020) of [52.219-28](#).

- \_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) ([15 U.S.C. 637\(m\)](#)).
- \_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- \_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- \_\_ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).
- \_X\_ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- \_\_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (E.O.13126).
- \_X\_ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- \_X\_ (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
  - \_\_ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- \_X\_ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
  - \_\_ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- \_X\_ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C.793](#)).
  - \_\_ (ii) Alternate I (JUL 2014) of [52.222-36](#).
- \_X\_ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- \_X\_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- \_X\_ (35) (i) [52.222-50](#), Combating Trafficking in Persons (JAN 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).
  - \_\_ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter78](#) and E.O. 13627).
- \_X\_ (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - \_\_ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- \_\_ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
  - \_\_ (ii) Alternate I (OCT 2015) of [52.223-13](#).
- \_\_ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
  - \_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- \_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

- \_\_\_ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (JUN 2014) of [52.223-16](#).
- \_X\_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- \_\_\_ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- \_\_\_ (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- \_X\_ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- \_\_\_ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- \_\_\_ (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- \_\_\_ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (MAY 2014) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (MAY 2014) of [52.225-3](#).
- \_\_\_ (iv) Alternate III (MAY 2014) of [52.225-3](#).
- \_\_\_ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_X\_ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- \_\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).
- \_\_\_ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).
- \_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).
- \_X\_ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) ([31 U.S.C. 3332](#)).
- \_\_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C.3332](#)).
- \_\_\_ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C.3332](#)).
- \_X\_ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).
- \_\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- \_\_\_ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- \_\_\_ (ii) Alternate I (APR 2003) of [52.247-64](#).
- \_\_\_ (iii) Alternate II (FEB 2006) of [52.247-64](#).

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

- \_\_\_ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- \_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- \_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- \_\_\_ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2015).
- \_\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- \_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

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

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

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

(e)

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

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C.4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C.793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C.4212](#)).
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xiii)
- (A) [52.222-50](#), Combating Trafficking in Persons (JAN 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (B) Alternate I (Mar 2015) of [52.222-50](#)([22 U.S.C. chapter 78 and E.O 13627](#)).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix)
- (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).



(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

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

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

(End of clause)

### **52.216-18 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 date of award, through one year, with 4 option periods of one year each.

(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 \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$750,000.00;

(2) Any order for a combination of items in excess of \$3,750,000.00; or

(3) A series of orders from the same ordering office within 30 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 5 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 (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 two years from the last option exercised

(End of clause)

#### **52.217-8 Option to Extend Services (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days of expiration of this contract.

(End of clause)

#### **52.217-9 Option to Extend the Term of the Contract (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

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

(a) *Definitions.* As used in this clause-

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

“Computer software”-

(1) Means

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

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

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

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

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

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

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

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

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

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

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract

administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See [41 U.S.C. 116](#)).

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

(b) Allocation of rights.

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

(i) Data first produced in the performance of this contract;  
(ii) Form, fit, and function data delivered under this contract;  
(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

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

(2) The Contractor shall have the right to-

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

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

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

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

(c) Copyright-

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

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

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

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to

reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

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

(i) Identifies the data; and

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

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

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

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

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

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

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to [41 U.S.C. 4703](#), the following procedures shall apply prior to canceling or ignoring the markings.

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

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

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence

of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

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

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

(f) Omitted or incorrect markings.

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

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

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

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

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
- (ii) Correct any incorrect notices.

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

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

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

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

(3) [Reserved]

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

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

(End of clause)

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER CPS-2114-21-0021		PAGE OF 1 7		
2. CONTRACT NO. 61320620D0002		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER 61320621F1014		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME CASSANDRA STERBA			b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY CODE CPS CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM      NAICS: 611310 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)      SIZE STANDARD: \$30.0					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30 PROMPT PAY			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE CPS-ES CPS-ES CONSUMER PRODUCT SAFETY COMMISSION DIRECTORATE FOR ENGINEERING SCIENCE 5 RESEACH PLACE ROOM 116 ROCKVILLE MD 20850			16. ADMINISTERED BY CODE CPS CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814					
17a. CONTRACTOR/ OFFEROR CODE 072995848		FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE ARC/ASD/IPP ARC/ASD/IPP Submit invoices via the Invoice Processing Platform at <a href="http://www.ipp.gov">www.ipp.gov</a> Inquiries call 304-480-8000 #7					
BOISE STATE UNIVERSITY 1910 UNIVERSITY DRIVE BOISE ID 83725-1135		TELEPHONE NO.	<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO.			20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
			COR: Rana Balci-Sinha Phone: 301-987-2584 Email: RBalciSinha@cpsc.gov  Task order 61320621F1014 is issued off of, and includes all terms and conditions of, CPSC IDIQ 61320620D00002. The contractor must provide services as described in the Statement of Work below. The contractor quote date 8/30/2021, with revisions dated 9/14/2021, is accepted.  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i> \$352,140.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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.				<input type="checkbox"/> 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  KAREN HENRY (Sep 24, 2021 16:45 MDT)				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) ADAM D. GRAHAM				
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i> KAREN HENRY AVP, Sponsored Programs			30c. DATE SIGNED 09/24/2021	31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> ADAM D. GRAHAM		31c. DATE SIGNED 9/27/2021		



19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Inv Approver/COR: BALCI-SINHA, RANA Inv Approver/COR Backup1: BALCI-SINHA, RANA Delivery: 09/27/2024 Accounting Info: CPS0100DA2121XX-2021-61000001-252004-CPS0211400000-XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX-CPS225600-XXXX-XXXXXXXXXXXXXXXXXXXXXXXX-XXXXXXXX-XXXXXXXXXX Period of Performance: 09/28/2021 to 09/27/2024  Task Order 2 61320620D0002 Infant Lounging and Seated Products Positioning Study  Payment Schedule:  Year 1 - Week 13 \$70,428.00 Year 1 - Week 26 \$70,428.00 Year 1 - Week 39 \$35,214.00 Year 1 - Week 52 \$35,214.00 Year 1 Total \$211,284.00  Year 2 - Week 13 \$14,085.60 Year 2 - Week 26 \$14,085.60 Year 2 - Week 39 \$7,042.80 Year 2 - Week 52 \$7,042.80 Year 2 Total \$42,256.80  Year 3 - Week 13 \$7,042.80 Continued ...				352,140.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

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 ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D (YY/MM/DD)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
61320620D0002/61320621F1014

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NAME OF OFFEROR OR CONTRACTOR  
BOISE STATE UNIVERSITY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Year 3 - Week 26			\$7,042.80	
	Year 3 - Week 39			\$14,085.60	
	Year 3 - Week 52			\$70,428.00	
	Year 3 Total			\$98,599.20	
	The total amount of award: \$352,140.00. The obligation for this award is shown in box 26.				

**TASK ORDER 0002**  
**Infant Lounging and Seated Products Positioning Study**

**1. Description of Services**

The Contractor must conduct research to analyze the death or injury risk to infants associated with lounging and seated products such as bouncers, swings, rockers, strollers, carriers, loungers and similar products (hereafter referred to as “lounging and seated products”) in foreseeable product positions and foreseeable infant body and face positions.<sup>1</sup>

**2. Contract Type**

This is a firm-fixed price task order.

**3. Background**

According to the CPSC Report (Chowdhury, 2020), *Injuries and Deaths Associated with Nursery Products Among Children Younger than Age Five*, between 2015 and 2017, 32 deaths were associated with infant carriers, 10 deaths involved bouncer seats, and 5 deaths were associated with strollers and carriages.<sup>2</sup> Some of these deaths occurred because infants were left unsupervised for an extended period of time, usually for sleep or nap. Staff is interested in identifying the factors that make these products dangerous for infants to sleep or nap and how these factors may differ or resemble infant sleep products. Based on the previous research that the Contractor completed on inclined sleep products, the current study should consider similar factors to identify product characteristics that make these products hazardous.

**4. Description of Work**

- a. Independently, and not as an agent of the Government, the Contractor must furnish all necessary personnel, materials, services, and facilities to perform the work set forth below; except as provided in Section 9, “Government Furnished Equipment/Supplies.”
- b. The Contractor must review and analyze between 50 and 100 government-supplied in-depth investigations (IDIs) associated with lounging and seated products.
- c. With collaboration from CPSC, the Contractor must obtain, at a minimum, 4 samples of each category of lounging and seated products including, but not limited to, bouncer, swing, rocker, stroller, carrier, lounger. The Contractor may adjust the numbers for each category with approval from the Contracting Officer’s Representative (COR).
- d. The Contractor must conduct studies to identify and measure product characteristics and features that may lead to infant death or injury when infants fall asleep in lounging and seated products.
- e. The Contractor must conduct studies with at least 10 infants to measure and analyze infant biomechanics that could lead to death or injury in these environments.

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<sup>1</sup> Lounging products that are of concern are those that are not marketed for sleep.

<sup>2</sup> Chowdhury (2020). [Nursery-Products-Annual-Report-2020.pdf \(cpsc.gov\)](https://www.cpsc.gov/Document-Search/Nursery-Products-Annual-Report-2020.pdf)

- f. The contractor must conduct human subject testing for lounging and seated products to assess trunk flexion and chin-to-chest position as well as material thickness and softness, infant head turn angle, and resulting conformity. The Contractor must:
  - i. Determine if and how the design characteristics of lounging and seated products affect trunk flexion and chin-to-chest position in the supine position and in the prone position, should an infant roll from supine into prone, and how the design might prevent an infant from self-correcting to avoid injury (e.g., moving his/her head to free his/her nose or mouth to allow adequate respiration).
  - ii. Evaluate the safety of lounging and seated products for infants by understanding how babies use their muscles to move within the confines of the product.
  - iii. Evaluate airflow around and through the product as it relates to the material thickness and softness and infant head angle and resulting conformity from the scenarios described above.
- g. The Contractor must conduct studies to identify and recommend key characteristics and anthropometric measurements to be used in designing test probes to assess head/neck flexion. The contractor must recommend test method(s) and applicable fixtures/probes that can be used for standard development.
- h. The Contractor must interview parents/caregivers of the human subject participants to understand the product characteristics and features they consider to determine whether it is safe to leave the infant to sleep or nap in lounging and seated products.
- i. For research involving interventions with human subjects, the Contractor must prepare all necessary documents for the Institutional Review Board (IRB). The Contractor must ensure review and approval of any human subject research by an IRB that maintains a Federal Wide Assurance (FWA) and adhere to all aspects of the Common Rule for human subject protections.
- j. The Contractor, with the guidance of CPSC staff, must prepare all necessary documents and implement any changes to the study plan needed for Office of Management and Budget (OMB) Paperwork Reduction Act (PRA) approval as needed. The Contractor must provide for review of data collection plan per the Paperwork Reduction Act and adhere to all changes required per the approval process.
- k. The Contractor must demonstrate the Information Technology (IT) system used to store any Personally Identifiable Information (PII) collected during the performance of this project and must comply with an Authorization to Operate (ATO) from a U.S. Government Agency. If the Contractor does not have an ATO from a U.S. Government Agency, the Contractor must demonstrate IT compliance in protecting PII.

## **5. Period of Performance**

The performance period for Task Order 2 is three years from date of award.

## 6. Reporting Requirements

The Contractor must submit a draft and a final report via email to the designated COR. All draft reports must be submitted as an MS Word for Windows file. The final report must be submitted in both MS Word for Windows and PDF file formats. The content of the report must contain the assessments and associated data as described in the Description of Work section of this task order. Raw data must be delivered in MS Excel format to CPSC.

## 7. Delivery

The following deliverable items must be performed or delivered in accordance with the following schedule:

ITEM	QUANTITY	DELIVERY & PERFORMANCE
Kick off meeting	1	One week after the contract award
Biweekly written status reports	23	Every two weeks on Thursdays after the contract award
Biweekly video/telephone conference call	23	Every two weeks after the contract award, as needed, day and time TBD.
Develop IRB package and send to CPSC staff for review	1	6 weeks after contract award
CPSC review and comment for IRB package	1	8 weeks after contract award
Obtain IRB approval	1	12 weeks after contract award
Submit OMB package for data collection to CPSC staff for review	1	14 weeks after contract award
CPSC review and comment for OMB package using generic clearance	1	16 weeks after contract award
Revise and finalize the OMB package	1	18 weeks after contract award
Complete data collection	1	20 weeks after OMB approval
Draft final report including the review of and findings from IDIs. Deliver raw data in MS Excel format.	1	24 weeks after OMB approval
CPSC review and comment for draft report	1	26 weeks after OMB approval
Final report addressing CPSC staff comments and edits	1	28 weeks after OMB approval

## 8. Travel

The contractor's travel cost must be included in the Firm Fixed-Price total for the award. Travel cost for the Contractor's personnel, including transportation, lodging, meals and incidental expenses while on official business must be conducted in accordance with the Federal Travel

Regulations (FTR) policy. The Government rates can be found at <http://www.gsa.gov/portal/content/104790> and in accordance with the Federal Acquisition Regulation (FAR) 31.205-46.

**9. Government-Furnished Materials**

- 9.1 In-depth investigations and incident reports of lounging and seated products.
- 9.2 All other materials/equipment required in the performance of this contract must be furnished by the Contractor.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814	CODE CPS	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BOISE STATE UNIVERSITY 1910 UNIVERSITY DRIVE BOISE ID 83725-1135		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 072995848		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 61320620D0002
			10B. DATED (SEE ITEM 13) 09/23/2020

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

COR: Rana Balci-Sinha  
Phone: 301-987-2584  
Email: RBalciSinha@cpsc.gov

Modification P00001 to contract 61320620D0002 exercises Option Period 1 under the authority of FAR 52.217-9 Option to Extend the Term of the Contract, with a period of performance of September 24, 2021 through September 23, 2022.

All other terms and conditions remain unchanged.

Inv Approver/COR: BALCI-SINHA, RANA Inv Approver/COR Backup1: BALCI-SINHA, RANA

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ADAM D. GRAHAM
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9/10/2021

Previous edition unusable

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
61320620D0002/P00001

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2 2

NAME OF OFFEROR OR CONTRACTOR  
BOISE STATE UNIVERSITY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>Discount Terms: NET 30 PROMPT PAY Payment: ARC/ASD/IPP Submit invoices via the Invoice Processing Platform at www.ipp.gov Inquiries call 304-480-8000 #7 Period of Performance: 09/24/2020 to 09/23/2022</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>OPTION YEAR 1</p> <p>Infant Biomechanics and Suffocation Research and Consultancy Services IDIQ. The contractor must provide expert services to include any literature review, data analysis, hazard investigation, standard development, administrative proceeding, and federal court litigation, related to infant and toddler respiratory physiology, biomechanics, and anthropometry.</p>				750,000.00



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814	CODE CPS	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BOISE STATE UNIVERSITY 1910 UNIVERSITY DRIVE BOISE ID 83725-1135		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 072995848		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 61320620D0002
			10B. DATED (SEE ITEM 13) 09/23/2020

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Term of the Contract

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

COR: Rana Balci-Sinha  
Phone: 301-987-2584  
Email: RBalciSinha@cpsc.gov

Modification P00002 to contract 61320620D0002 exercises Option Period 2 under the authority of FAR 52.217-9 Option to Extend the Term of the Contract, with a period of performance of September 24, 2022 through September 23, 2023.

All other terms and conditions remain unchanged.

Inv Approver/COR: BALCI-SINHA, RANA Inv Approver/COR Backup1: BALCI-SINHA, RANA

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ADAM D. GRAHAM	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9/19/2022

Previous edition unusable

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
61320620D0002/P00002

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NAME OF OFFEROR OR CONTRACTOR  
BOISE STATE UNIVERSITY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>Discount Terms: NET 30 PROMPT PAY Payment: ARC/ASD/IPP Submit invoices via the Invoice Processing Platform at www.ipp.gov Inquiries call 304-480-8000 #7 Period of Performance: 09/24/2020 to 09/23/2023</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> <p>OPTION YEAR 2</p> <p>Infant Biomechanics and Suffocation Research and Consultancy Services IDIQ. The contractor must provide expert services to include any literature review, data analysis, hazard investigation, standard development, administrative proceeding, and federal court litigation, related to infant and toddler respiratory physiology, biomechanics, and anthropometry.</p>				750,000.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814	CODE CPS	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BOISE STATE UNIVERSITY 1910 UNIVERSITY DRIVE BOISE ID 83725-1135		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 072995848		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 61320620D0002
			10B. DATED (SEE ITEM 13) 09/23/2020

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

COR: Rana Balci-Sinha  
Phone: 301-987-2584  
Email: RBalciSinha@cpsc.gov

Modification P00003 to contract 61320620D0002 exercises Option Period 3 under the authority of FAR 52.217-9 Option to Extend the Term of the Contract, with a period of performance of September 24, 2023 through September 23, 2024. This modification incorporates FAR clause 52.204-27 in full text.

All other terms and conditions remain unchanged.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		ADAM D. GRAHAM	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)  
Prescribed by GSA FAR (48 CFR) 53.243

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**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
61320620D0002/P00003

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NAME OF OFFEROR OR CONTRACTOR  
BOISE STATE UNIVERSITY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>Inv Approver/COR: BALCI-SINHA, RANA Inv Approver/COR Backup1: BALCI-SINHA, RANA Discount Terms: NET 30 PROMPT PAY Payment: ARC/ASD/IPP Submit invoices via the Invoice Processing Platform at www.ipp.gov Inquiries call 304-480-8000 #7 Period of Performance: 09/24/2020 to 09/23/2024</p> <p>Change Item 0004 to read as follows (amount shown is the obligated amount):</p> <p>OPTION YEAR 3</p> <p>Infant Biomechanics and Suffocation Research and Consultancy Services IDIQ. The contractor must provide expert services to include any literature review, data analysis, hazard investigation, standard development, administrative proceeding, and federal court litigation, related to infant and toddler respiratory physiology, biomechanics, and anthropometry.</p>				750,000.00

## 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)

(a) Definitions. As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814	CODE CPS	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BOISE STATE UNIVERSITY 1910 UNIVERSITY DRIVE BOISE ID 83725-1135	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 61320620D0002 61320621F1014
CODE    072995848	FACILITY CODE	10B. DATED (SEE ITEM 13) 09/27/2021

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
COR: Celestine Kish  
Phone: 301-987-2547  
Email: CKish@cpsc.gov

Modification P00001 to task order 61320621F1014 changes the primary Contracting Officer's Representative from Rana Balci-Sinha to Celestine Kish.

All other terms and conditions remain unchanged.

Inv Approver/COR: KISH, CELESTINE Inv Approver/COR Backup1: BALCI-SINHA, RANA  
Discount Terms: NET 30 PROMPT PAY

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ADAM D. GRAHAM
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED  11/10/2021

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
61320620D0002/61320621F1014/P00001

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
BOISE STATE UNIVERSITY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: ARC/ASD/IPP Submit invoices via the Invoice Processing Platform at <a href="http://www.ipp.gov">www.ipp.gov</a> Inquiries call 304-480-8000 #7 Period of Performance: 09/28/2021 to 09/27/2024				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814	CODE CPS	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BOISE STATE UNIVERSITY 1910 UNIVERSITY DRIVE BOISE ID 83725-1135		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 072995848 FACILITY CODE		x	9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. 61320620D0002 61320621F1014
			10B. DATED (SEE ITEM 13) 09/27/2021

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) Contract Terms and Conditions - Commercial Items
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)



COR: Celestine Kish  
Phone: 301-987-2547  
Email: CKish@cpsc.gov

Modification P00002 to task order 61320621F1014 incorporates Amendment 1 to the Statement of Work at no additional cost to the Government. As a result of this amendment, the period of performance is changed, with the final deliverable being due 40 weeks after the modification is complete. The revised payment schedule is shown below.

All other terms and conditions remain unchanged.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) AVP, Sponsored Programs	KAREN HENRY	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ADAM D. GRAHAM	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 07/08/2022	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 7/25/2022

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)  
Prescribed by GSA FAR (48 CFR) 53.243

ADG



NAME OF OFFEROR OR CONTRACTOR  
BOISE STATE UNIVERSITY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Inv Approver/COR Backup1: BALCI-SINHA, RANA Discount Terms: NET 30 PROMPT PAY Payment:     ARC/ASD/IPP     Submit invoices via the     Invoice Processing Platform     at www.ipp.gov     Inquiries call 304-480-8000 #7 Accounting Info: CPS0100DA2121XX-2021-61000001-252004-CPS0211400000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-CPS225600-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXX-XXXXXXXXXX Period of Performance: 09/28/2021 to 04/30/2023</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Task Order 2 61320620D0002 Infant Lounging and Seated Products Positioning Study</p> <p>Revised Payment Schedule:</p> <p>Year 1 Week 13 - \$70,428.00 Year 1 Week 26 - \$70,428.00 Year 1 Week 39 - \$35,214.00 Year 1 Week 52 - \$35,214.00</p> <p>Year 2 Week 13 - \$35,214.00 Year 2 Week 26 - \$35,214.00 Year 2 Week 39 (after final report) - \$70,428.00</p>				0.00

**TASK ORDER 0002**  
**Amendment 1**  
**Infant Lounging and Seated Products Positioning Study**

**1. Description of Services**

The Contractor must conduct research to analyze the death or injury risk to infants associated with lounging and seated products such as bouncers, swings, rockers, strollers, carriers, loungers and similar products (hereafter referred to as “lounging and seated products”) in foreseeable product positions and foreseeable infant body and face positions.<sup>1</sup>

**2. Contract Type**

This is a firm-fixed price task order.

**3. Background**

According to the CPSC Report (Chowdhury, 2020), *Injuries and Deaths Associated with Nursery Products Among Children Younger than Age Five*, between 2015 and 2017, 32 deaths were associated with infant carriers, 10 deaths involved bouncer seats, and 5 deaths were associated with strollers and carriages.<sup>2</sup> Some of these deaths occurred because infants were left unsupervised for an extended period of time, usually for sleep or nap. Staff is interested in identifying the factors that make these products dangerous for infants to sleep or nap and how these factors may differ or resemble infant sleep products. Based on the previous research that the Contractor completed on inclined sleep products, the current study should consider similar factors to identify product characteristics that make these products hazardous.

**4. Description of Work**

- a. Independently, and not as an agent of the Government, the Contractor must furnish all necessary personnel, materials, services, and facilities to perform the work set forth below; except as provided in Section 9, “Government Furnished Equipment/Supplies.”
- b. The Contractor must review and analyze between 50 and 100 government-supplied in-depth investigations (IDIs) associated with lounging and seated products.
- c. With collaboration from CPSC, the Contractor must obtain, at a minimum, 4 samples of each category of lounging and seated products including, but not limited to, bouncer, swing, rocker, stroller, carrier, lounger. The Contractor may adjust the numbers for each category with approval from the Contracting Officer’s Representative (COR).
- d. The Contractor must conduct studies to identify and measure product characteristics and features that may lead to infant death or injury when infants fall asleep in lounging and seated products.
- e. The Contractor must conduct studies with nine (9) infants to measure and analyze infant biomechanics that could lead to death or injury in these environments.

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<sup>1</sup> Lounging products that are of concern are those that are not marketed for sleep.

<sup>2</sup> Chowdhury (2020). [Nursery-Products-Annual-Report-2020.pdf \(cpsc.gov\)](#)

- f. The contractor must conduct human subject testing for lounging and seated products to assess trunk flexion and chin-to-chest position as well as material thickness and softness, infant head turn angle, and resulting conformity. The Contractor must:
  - i. Determine if and how the design characteristics of lounging and seated products affect trunk flexion and chin-to-chest position in the supine position and in the prone position, should an infant roll from supine into prone, and how the design might prevent an infant from self-correcting to avoid injury (e.g., moving his/her head to free his/her nose or mouth to allow adequate respiration).
  - ii. Evaluate the safety of lounging and seated products for infants by understanding how babies use their muscles to move within the confines of the product.
  - iii. Evaluate airflow around and through the product as it relates to the material thickness and softness and infant head angle and resulting conformity from the scenarios described above.
- g. The Contractor must conduct studies to identify and recommend key characteristics and anthropometric measurements to be used in designing test probes to assess head/neck flexion. The contractor must recommend test method(s) and applicable fixtures/probes that can be used for standard development.
- h. For research involving interventions with human subjects, the Contractor must prepare all necessary documents for the Institutional Review Board (IRB). The Contractor must ensure review and approval of any human subject research by an IRB that maintains a Federal Wide Assurance (FWA) and adhere to all aspects of the Common Rule for human subject protections.
- i. The Contractor must demonstrate the Information Technology (IT) system used to store any Personally Identifiable Information (PII) collected during the performance of this project and must comply with an Authorization to Operate (ATO) from a U.S. Government Agency. If the Contractor does not have an ATO from a U.S. Government Agency, the Contractor must demonstrate IT compliance in protecting PII.

## **5. Period of Performance**

The performance period for Task Order 2 is date of award through April 30, 2023.

## 6. Reporting Requirements

The Contractor must submit a draft and a final report via email to the designated COR. All draft reports must be submitted as an MS Word for Windows file. The final report must be submitted in both MS Word for Windows and PDF file formats. The content of the report must contain the assessments and associated data as described in the Description of Work section of this task order. Raw data must be delivered in MS Excel format to CPSC.

## 7. Delivery

The following deliverable items must be performed or delivered in accordance with the following schedule:

ITEM	QUANTITY	DELIVERY & PERFORMANCE
Kick off meeting	1	One week after the contract award
Biweekly written status reports	23	Every two weeks on Thursdays after the contract award
Biweekly video/telephone conference call	23	Every two weeks after the contract award, as needed, day and time TBD.
Develop IRB package and send to CPSC staff for review	1	6 weeks after contract award
CPSC review and comment for IRB package	1	8 weeks after contract award
Obtain IRB approval	1	12 weeks after contract award
Evaluation of samples	1	8 weeks after contract modification
Conduct pilot testing with doll	1	8 weeks after contract modification
Conduct pilot testing on subject(s)	1	10 weeks after contract modification
Complete data collection	1	30 weeks after contract modification
Draft final report including the review of and findings from IDIs. Deliver raw data in MS Excel format.	1	36 weeks after contract modification
CPSC review and comment for draft report	1	38 weeks after contract modification
Final report addressing CPSC staff comments and edits	1	April 30, 2023

## 8. Travel

The contractor's travel cost must be included in the Firm Fixed-Price total for the award. Travel cost for the Contractor's personnel, including transportation, lodging, meals and incidental expenses while on official business must be conducted in accordance with the Federal Travel

Regulations (FTR) policy. The Government rates can be found at <http://www.gsa.gov/portal/content/104790> and in accordance with the Federal Acquisition Regulation (FAR) 31.205-46.

**9. Government-Furnished Materials**

- 9.1 In-depth investigations and incident reports of lounging and seated products.
- 9.2 All other materials/equipment required in the performance of this contract must be furnished by the Contractor.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. CPS-2114-23-0005	5. PROJECT NO. (If applicable)
6. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814	CODE CPS	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BOISE STATE UNIVERSITY 1910 UNIVERSITY DRIVE BOISE ID 83725-1135		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 072995848		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 61320620D0002 61320621F1014
			10B. DATED (SEE ITEM 13) 09/27/2021

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$10,222.00  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) Contract Terms and Conditions - Commercial Items
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

COR: Celestine Kish  
Phone: 301-987-2547  
Email: CKish@cpsc.gov

Modification P00003 to task order 61320621F1014 incorporates one additional question to the analysis included in the scope of work:

4. f. iv: Discuss the benefits of these seated products for developing infants, specifically muscle development for sitting.

This change impacts the following deliverables already included in the Statement of Work:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ADAM D. GRAHAM
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)  
Prescribed by GSA FAR (48 CFR) 53.243

ADG

NAME OF OFFEROR OR CONTRACTOR  
BOISE STATE UNIVERSITY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Draft final report including the review of and findings from IDIs, deliver raw data in MS Excel format: Final report addressing CPSC staff comments and edits.</p> <p>As a result of this change, the period of performance is extended through 5/31/2023 and funds in the amount of \$10,222.00 are obligated for the additional effort, increasing the total task order price to \$362,362.00. The revised payment schedule is shown below.</p> <p>All other terms and conditions remain unchanged.</p> <p>Inv Approver/COR: KISH, CELESTINE Inv Approver/COR Backup1: BALCI-SINHA, RANA Discount Terms: NET 30 PROMPT PAY Payment:     ARC/ASD/IPP     Submit invoices via the     Invoice Processing Platform     at www.ipp.gov     Inquiries call 304-480-8000 #7 Period of Performance: 09/28/2021 to 05/31/2023</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Task Order 2 61320620D0002 Infant Lounging and Seated Products Positioning Study</p> <p>Accounting Info: CPS0100DA2121XX-2021-61000001-252004-CPS0211400000-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-CPS225600-XXXX-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXXXX Funded: \$0.00</p> <p>Accounting Info: CPS0100DA2323XX-2023-61000001-252004-CPS0211400000-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-CPS225600-XXXX-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXXXXXX Funded: \$10,222.00</p> <p>Revised Payment Schedule:</p> <p>Year 1 Week 13 - \$70,428.00 Year 1 Week 26 - \$70,428.00 Year 1 Week 39 - \$35,214.00 Year 1 Week 52 - \$35,214.00 Continued ...</p>				10,222.00

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
61320620D0002/61320621F1014/P00003

PAGE OF  
3 3

NAME OF OFFEROR OR CONTRACTOR  
BOISE STATE UNIVERSITY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Year 2 Week 13 - \$35,214.00 Year 2 Week 26 - \$35,214.00 May 31, 2023 - \$80,650.00				



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814	CODE CPS	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BOISE STATE UNIVERSITY 1910 UNIVERSITY DRIVE BOISE ID 83725-1135		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 072995848 FACILITY CODE			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 61320620D0002 61320621F1014
			10B. DATED (SEE ITEM 13) 09/27/2021

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) Contract Terms and Conditions - Commercial Items
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

COR: Celestine Kish  
Phone: 301-987-2547  
Email: CKish@cpsc.gov


Modification P00004 to task order 61320621F1014 extends the period of performance through 6/8/2023 at no additional cost to the Government.

All other terms and conditions remain unchanged.

Inv Approver/COR: KISH, CELESTINE Inv Approver/COR Backup1: BALCI-SINHA, RANA  
Discount Terms: NET 30 PROMPT PAY

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Matt Smith Assistant Vice President, Research Enterprise Services	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ADAM D. GRAHAM
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 06/01/2023
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 6/1/2023 (Signature of Contracting Officer)

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)  
Prescribed by GSA FAR (48 CFR) 53.243

ADG

NAME OF OFFEROR OR CONTRACTOR  
BOISE STATE UNIVERSITY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Payment: ARC/ASD/IPP Submit invoices via the Invoice Processing Platform at www.ipp.gov Inquiries call 304-480-8000 #7 Period of Performance: 09/28/2021 to 06/08/2023</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Task Order 2 61320620D0002 Infant Lounging and Seated Products Positioning Study</p> <p>Accounting Info: CPS0100DA2121XX-2021-61000001-252004-CPS0211400000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-CPS225600-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-XXXXXXXXXX Funded: \$0.00</p> <p>Accounting Info: CPS0100DA2323XX-2023-61000001-252004-CPS0211400000 -XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-CPS225600-XXXX-XX XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-XXXXXXXXXX Funded: \$0.00</p> <p>Revised Payment Schedule:</p> <p>Year 1 Week 13 - \$70,428.00 Year 1 Week 26 - \$70,428.00 Year 1 Week 39 - \$35,214.00 Year 1 Week 52 - \$35,214.00</p> <p>Year 2 Week 13 - \$35,214.00 Year 2 Week 26 - \$35,214.00 June 8, 2023 - \$80,650.00</p>				0.00