

Contract

Website Redesign, Search and Navigation Improvements

Contractor:

CMS Advertising Group, LLC, d/b/a Materiell
Business Address: 3100 Clarendon Blvd
Ste 200
Arlington, Virginia 22201
Federal Tax ID #: 45-1540358

Contract Number: MACP24029

Period of performance

The period of performance for this contract is 10/20/2023-4/30/2024

Contract type, cost and payment schedule

Type: Fixed price**Cost:** \$87,239.00

Payment schedule: Vendor agrees to bill upon completion of tasks outlined below. Vendor will submit monthly progress report, as outlined below. Payment will occur in phases after completion of deliverables. These phases are:

Proposed schedule of deliverables – Period of performance is October 20, 2023, to April 30, 2024.

Deliverable #	Deliverable	Date Due	Amount
1	Discovery meetings	11/03/2023	\$6,068.80
2	Design brief		
3	Final high-fidelity mockups	12/01/2023	\$31,861.20
4	Development link for final client review	02/23/2024	\$37,930.00
5	Live website	04/30/2024	\$11,379.00
6	Post Launch Training		



Total \$87,239.00

Contract administration

A. Contracting Officer.

Kate Massey
Executive Director
Medicaid and CHIP Payment and Access Commission
800 M Street NW, Suite 650 South
Washington, DC 20036
Telephone: 202-350-2000

Email: Kate.Massey@macpac.gov

B. Project Officer.

Caroline Broder
Medicaid and CHIP Payment and Access Commission
1800 M Street NW, Suite 650 South
Washington, DC 20036
Telephone: 202-350-2000
Email: caroline.broder@macpac.gov

Caroline Broder shall serve as the Project Officer for this contract. The Project Officer is responsible for the contract oversight, implementation, and the receipt of and final acceptance of Contractor deliverables.

C. Invoices

Invoices and invoice questions shall be submitted to invoices@macpac.gov.

Invoices shall include:

- Contract number;
- Invoice number; and
- Description of services performed or deliverables completed with associated task

D. Progress Reports.

The Contractor shall submit progress reports during the period of performance in a format and frequency to be established by the Project Officer. Additionally, the Contractor shall include a brief progress report with invoices, providing in the report:

- The contract number;
- A quantitative description of overall progress for each major task (e.g., percent complete); · An indication of any current problems that may impede performance and a proposed corrective action; and
- A list of the work to be performed during the next reporting period.



Failure to submit any requested progress reports may result in a delay in invoice payment.

E. Invoice Payment.

Payment shall be made on this contract within 30 days of receipt and acceptance of invoice by MACPAC.

F. Method of Payment

- Payments under this contract shall be made by electronic funds transfer (EFT) through the Treasury Financial Communications Systems at the option of MACPAC.
- Within seven (7) days of receiving notice of award, the Contractor shall confirm, in writing, registration in the System for Award Management (www.sam.gov) to ken.pezzella@macpac.gov.

Any changes to the Contractor's electronic banking/payment information shall be updated directing in SAM. It is the Contractor's responsibility to update SAM promptly to avoid payments to erroneous addresses or bank accounts

IN WITNESS THEREOF, the Parties hereto have caused the Agreement to be executed as of the date first above written.

Materiell

NAME:

TITLE: _____

DATE: _____

MACPAC

NAME: Kate Massey

TITLE: Executive Director, the Medicaid and CHIP Payment and Access Commission

DATE: _____



There are six tasks in this statement of work: project management, search improvements, updated navigation, design and organization, functionality and transfer of content.

Tasks

Task 1: Search Improvements

The contractor will enhance the site's search functionality to provide accurate results. This will include:

- 1a.) Implementing advanced search features such as filters, sorting options, and autocomplete; and
- 2a.) Optimizing the search algorithms to deliver relevant content based on user search terms.

Task 2: Updated Navigation

The contractor will revamp the navigation system to improve the user friendliness of the site's navigation. This may include:

- 2a. Simplifying the menu structure for easy navigation; and
- 2b. Implementing elements such as breadcrumbs and clear labels to help users better navigate the site.

Task 3: Updated Website Design

The contractor will use current MACPAC branding and color schemes to further enhance the visual appeal of the website. The website should have a clean and user-friendly design that allows visitors to find information easily. Clutter-free layouts, intuitive navigation, and clear organization of content will contribute to a positive user experience. MACPAC will provide all content for the website. Depending on the eventual design of the website, the features and design will include, but need not be limited to, a WordPress or similar open-source theme based on MACPAC's identity and graphics.

This will include:

- 3a. Following accessibility and 508 compliance government standards;
- 3b. Updating the website design to follow federal website design standards and better highlight content; and
- 3c. Prioritizing responsive design to ensure seamless access across devices. MACPAC's new website must be readable on a standard PC or Apple format as well as a mobile device.

Task 4: Comply with functionality specifications

At a minimum, additional deliverables related to functionality include:

- A. WordPress theme based on MACPAC's identity and graphics (if you are recommending an alternative to WordPress, please justify your recommendation);
- B. ongoing theme maintenance;
- C. deployable on any typical WordPress installation (Linux Apache Web Server);



- D. loads according to industry standards;
- E. supports presentation of industry-standard file formats extension for images, audio, and video;
- F. provides multiple display templates (3-column, 2-column, 1 column);
- G. supports custom menus; and
- H. structure is open coding (i.e., alterable after implementation) and thoroughly documented.

Task 5: Content transfer

If applicable, contractor will transfer content to the new website. The minimum deliverables for this task include but need not be limited to:

- A. transferring all existing web pages and content, where applicable; and
- B. optimizing reports and documents for the website.

Task 6: Project management

The contractor will schedule and conduct a project kick-off meeting. The kick-off meeting will be held via Zoom, Google Meet, or similar platform to discuss the purpose, goals, and timeline for this project. The contractor will provide a proposed agenda to MACPAC in advance and summary notes following the meeting.

To ensure close communication between MACPAC and the contractor, the contractor will schedule and participate in bi-weekly check-in conference calls with MACPAC staff to discuss deliverables, timelines, next steps, and any concerns. The contractor will provide an agenda in advance and share notes on key decisions and follow-up items after each meeting.

Deliverables and Schedule

For this project MACPAC anticipates a period of performance of approximately 8 months to complete all of the tasks listed above. MACPAC will only accept final deliverables that incorporate previous feedback. Final deliverables that do not meet these expectations may be subject to up to two additional rounds of revision before they are considered accepted. The contractor can expect MACPAC to review most deliverables within one week of receipt.

MACPAC will reserve up to two weeks to review the final product. The timeline below is a suggested project timeline and will be modified based on the submission of a detailed project timeline and MACPAC report deadlines in March and June of 2024.

Deliverable #	Deliverable	Date Due	Amount
1	Discovery meetings	11/03/2023	\$6,068.80
2	Design brief		
3	Final high-fidelity mockups	12/01/2023	\$31,861.20
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5	Live website	04/30/2024	\$11,379.00
6	Post Launch Training		

Total \$87,239.00

STANDARD TERMS AND CONDITIONS

1. Notice regarding late delivery

In the event the Contractor encounters difficulty in meeting performance requirements or anticipates difficulty in complying with the contract delivery schedule or date, the Contractor shall immediately notify the Contracting Officer and Project Officer thereof in writing, giving pertinent details, including the date by which he/she expects to complete performance or make delivery; provided, however, that this data shall be informational only in character and that receipt thereof shall not be a waiver by MACPAC of any contract delivery schedule or date, or any rights or remedies provided by law or under this contract (Clause 9).

2. 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 U.S. 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 and Project 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 and Project Officer of the cessation of such occurrence.

If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of MACPAC under the termination clauses (Clauses 9 and 10) of this contract.

3. Inspection and acceptance

The Project Officer is responsible for the technical monitoring and evaluation of the Contractor's technical performance. The Project Officer shall perform inspection to determine if conduct of the agreed upon Statement of Work is progressing in order to meet the deliverable due dates outlined in Attachment A.

The Project Officer is responsible for receipt and acceptance of deliverables. MACPAC may accept, conditionally accept, or reject any deliverable within 30 days after receipt of the item. In the case of conditional acceptance MACPAC will notify the Contractor and state any corrective action required to be performed by the Contractor. If the deliverable is rejected, the Contractor may be required to correct any or all of the deliverable. When corrective action is required MACPAC will specify the time frame for receipt and review of the corrected deliverable.



MACPAC reserves the right to perform any inspection and audit as deemed necessary to assure that the Contractor's services conform to "Attachment A, Statement of Work and Deliverables Schedule." All records of project related inspections performed shall be retained and made available to MACPAC upon request throughout the contract performance period, and for the period of not more than three (3) years after contract completion, until final settlement of any claims under this contract.

4. Audits and records

a. Records. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

b. Examination of costs. The Contractor shall maintain and the Contracting Officer and Project Officer shall have the right to examine and audit all records and other evidence sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plans, or parts of them, engaged in performing the contract.

c. Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer and Project Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- The proposal for the contract, subcontract, or modification;
- The discussions conducted on the proposal(s), including those related to negotiating;
- Pricing of the contract, subcontract, or modification; or
- Performance of the contract, subcontract, or modification.

d. Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer and Project Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- The data reported.

e. Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until three years after final payment under this contract or for any shorter period or for any longer period required by statute or by other clauses of this contract. In addition:

- If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three years after any resulting final termination settlement; and
- The Contractor shall make available records relating to appeals under Disputes and Protests (Clause 11) or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.



f. Subcontracts. The Contractor shall insert a clause containing all the terms of this clause (Clause 4) in all subcontracts under this contract that exceed the simplified acquisition threshold, and:

- That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable type or any combination of these;
- For which cost or pricing data are required; or
- That requires the subcontractor to furnish reports as discussed in paragraph (d) of this clause.

This clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the MACPAC prime contract.

5. Procurement of all materials, data, and services

- a. Except as otherwise provided herein, procurement of all other materials, data, and services necessary for performance under the terms of this contract shall be the responsibility of the Contractor.
- b. If deemed necessary and at its discretion, MACPAC will provide the Contractor with licenses for specialized software necessary to perform specific analytic tasks. The Contractor shall identify the need for such software as it relates to specific tasks.
- c. If appropriate and necessary to complete the projects in the Attachment A, Statement of Work and Deliverables Schedule, MACPAC will provide the Contractor with a license for the appropriate software to allow connectivity to MACPAC's computer network.
- d. All data, materials, and software provided by MACPAC to contractors are owned by MACPAC and shall be returned and securely removed from contractor systems at the end of the contract period.

6. Availability of funds

MACPAC's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of MACPAC for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer through a Letter of Intent.

7. News releases/endorsements/advertising/publications

- a. The Contractor agrees that in the release of information concerning or resulting from this contract, such release shall include a statement to the effect that the project is sponsored by MACPAC, and if deemed applicable by MACPAC, a disclaimer that views expressed do not necessarily represent those of MACPAC.
- b. All dissemination activities will be handled by MACPAC unless otherwise noted in this contract, and all materials will fully credit the Contractor for its work.
- c. The Contractor agrees not to refer to this contract or MACPAC in advertising, promotional, or any other materials, in such a manner as to state or imply that the products or services provided are endorsed by MACPAC or preferred by MACPAC or are considered by MACPAC to be superior to other products or services. No news release, press conference, or advertisement pertaining to this contract will be distributed or broadcast without prior written approval by MACPAC.
- d. MACPAC is the sole owner of any intellectual property, including publications, arising or resulting from the performance of this contract.
- e. The Contractor may not independently disseminate results of the data and research conducted under this contract without the prior permission of MACPAC.
- f. If the Contractor is granted permission to independently disseminate some or all of such data and/or research pursuant to this contract, MACPAC may also require the Contractor to include the



following notice when referring to sponsorship: “The research underlying this [article] was completed with support from the Medicaid and CHIP Payment and Access Commission (MACPAC). The findings, statements, and views expressed are those of the authors and do not necessarily represent those of MACPAC.” The Contractor must:

- Submit all such publications to MACPAC for review and comment prior to the intended independent dissemination; and
- In the event that MACPAC does not wholly concur with the contents of the proposed independent dissemination, and the parties fail to reach agreement on all aspects thereof, MACPAC may prohibit the Contractor from disseminating some or all of the results of the data collected or research conducted under this contract.

8. Rights in data

- a. Data, information, or analysis generated or derived by research or other activities funded by this contract shall be used only for the purposes of the contract. Such data, information, or analysis shall not be used or disclosed for any purpose other than to fulfill the requirements set forth in this contract. All research materials, including any original programming developed for MACPAC under this contract; spreadsheets, including formulas and macros; databases; and similar materials and related documentation except the Contractor’s own notes, compiled by the Contractor in the performance of this contract, are the sole property of MACPAC and shall be returned to it at the conclusion of the project.
- b. Where data and other information provided by MACPAC to the Contractor come from any other federal or state entity, the Contractor agrees to abide by, and when requested by MACPAC, execute applicable data use agreements (or comparable documents). Research and analysis funded under this contract may be published by MACPAC, at its discretion, as an official MACPAC report. An official government report is a work of the U.S. Government and not eligible for copyright protection.
- c. The Contractor agrees not to disclose, verbally or in writing, any data, information, or analysis generated or derived by research or other activities funded by this contract, except as necessary to validate preliminary results with CMS or other relevant agencies. The Contractor must provide MACPAC information necessary for it to approve disclosure.
- d. MACPAC is the sole owner of any intellectual property including data, results, or analysis arising or resulting from the performance of this contract.
- e. The Government shall have unrestricted rights in all computer software, documentation, and other data developed by the contractor under this contract.

9. Termination for default

- a. The Contracting Officer may, by written notice of default to the Contractor, terminate this contract in whole or in part when it is in the best interest of MACPAC and if the Contractor fails to:
 - Deliver the supplies or to perform the services within the time specified in this contract or any extension;
 - Make progress, so as to endanger performance of this contract; or
 - Perform any of the other provisions of this contract.
- b. MACPAC’s right to terminate this contract may be exercised if the Contractor does not cure such failure within ten (10) days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure. If MACPAC terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to MACPAC for any excess costs for those supplies or services. Contractor shall stop performing services on the date specified in such notice. In the event of such termination, MACPAC shall pay the Contractor for hourly work and authorized expenses performed up to the time at which such notice



directed the Contractor to stop work. However, the Contractor shall continue the work not terminated.

- c. If this contract is terminated for default, MACPAC may require the Contractor to transfer title and deliver to MACPAC, as directed by the Contracting Officer, any contract deliverables, data, or information that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which MACPAC has an interest. MACPAC shall pay the contract price for completed deliverables delivered, approved, and accepted.
- d. Failure to agree will be a dispute under the Disputes and Protests (Clause 11). MACPAC may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect MACPAC against loss because of outstanding liens or claims of former lien holders.
- e. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of MACPAC. The rights and remedies of MACPAC in this clause are in addition to any other rights and remedies provided by law or under this contract.

10. Termination for convenience

- a. MACPAC may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in MACPAC's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- b. After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - Stop work as specified in the notice;
 - Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract;
 - Terminate all subcontracts to the extent they relate to the work terminated;
 - Assign to MACPAC, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case MACPAC shall have the right to settle or to pay any termination settlement proposal arising out of those terminations;
 - With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause;
 - As directed by the Contracting Officer, transfer title and deliver to MACPAC: (1) The work in process, completed work, supplies, and other material produced or acquired for the work terminated; and (2) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to MACPAC;
 - Complete performance of the work not terminated; and
 - Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which MACPAC has or may acquire an interest.
- c. After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 60 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within the 60-day period. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

- d. Subject to Clause 10 of this Contract, the Contractor and the Contracting Officer may agree, with approval of the Executive Director of MACPAC, upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The agreed amount may not exceed the total contract price as reduced by: 1) the amount of payments previously made; and 2) the contract price of work not terminated.
- e. The Contractor shall have the right of appeal, under "Disputes and Protests" (Clause 11), from any determination made by the Contracting Officer, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in this contract, and failed to request a time extension, there is no right of appeal.
- f. In arriving at the amount due the Contractor under this clause, there shall be deducted:
 - All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
 - Any claim which MACPAC has against the Contractor under this contract; and
 - The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to MACPAC.
- g. If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
- MACPAC may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to MACPAC upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until ten (10) days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for three (3) years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to MACPAC, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

11. Disputes and protests

All claims by the Contractor against MACPAC relating to this contract shall be in writing and shall be submitted to MACPAC's Contracting Officer for a decision. The Contracting Officer shall issue a decision in writing, and shall mail or otherwise furnish a copy of the decision to the Contractor. The decision shall state the reasons for the decision reached, and shall inform the Contractor of his or her rights as provided in the contract.

If the Contractor is not satisfied with the decision of the Contracting Officer, Contractor may appeal any aspect of the decision to MACPAC's Executive Director, in writing, within 30 days of the date of the decision of the Contracting Officer. The Executive Director shall issue a decision regarding the dispute in writing.



12. Option to extend

MACPAC may extend the period of performance of the contract. The Contracting Officer may exercise such option by sending written notice to the Contractor at least 30 days prior to the contract completion date. If MACPAC exercises this option, the extended contract shall be considered to include this option clause. The total duration of this contract, including the exercise of any option under this clause, shall not exceed one (1) year.

13. Subcontracts

a. The Contractor shall not enter into any subcontract to accomplish work required under this contract or work related to that required under this contract without the prior written approval of the Contracting Officer. b. Authorized subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind MACPAC. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this contract.

14. Government contractor relationships

- a. The Contractor and MACPAC understand and agree that the support services to be delivered under this contract by the Contractor are non-personal services, and the parties recognize and agree that no employer employee relationship exists or will exist under the contract between MACPAC and the Contractor or between the Contractor's employees. It is therefore in the best interest of MACPAC to afford the parties a full and complete understanding of their respective obligations.
- b. Contractor personnel under this contract shall not:
 - Be placed in a position where they are appointed or employed by a federal employee or are under the supervision, direction, or evaluation of a federal employee;
 - Be placed in a staff or policy-making position; or
 - Be placed in a position of supervision, direction, or evaluation over MACPAC personnel, or personnel of other Contractors, or become a part of a U.S. Government organization.
- c. Employee Relationship. The Contractor agrees that the services to be performed under this contract do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of MACPAC. Rules, regulations, directions, and requirements, which are issued by MACPAC management under their responsibility for good order, administration, and security are applicable to all personnel who enter a U.S. Government installation. This is not to be construed or interpreted to establish any degree of Government control, which is inconsistent with a non-personal services contract.

15. Compliance with laws

The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this contract. The Contractor further agrees to hold MACPAC harmless from any and all liabilities, claims, fines, penalties, including reasonable costs, and settlements, which may arise out of the delivery by the Contractor of goods or supplies or the furnishing of services that do not meet the requirements of any applicable laws or regulations.

16. Patent and copyright infringement

The Contractor warrants that the products, in the form delivered to MACPAC, are free from any valid claim for patent infringement and that any labels or trademarks affixed thereto by or on behalf of the Contractor are free from any valid claim for copyright or trademark infringement and agrees to save and hold



harmless and indemnify MACPAC against such infringement liability based upon MACPAC's possession thereof without alteration.

17. Conflict of interest

Contractor represents and certifies that performance of the work under this contract does not create any conflict of interest with Contractor's other business undertakings, and Contractor agrees not to undertake any other assignment from any third party that might create an actual or apparent conflict of interest and to disclose any potential new business that may be perceived as having a conflict of interest.

18. Non-disclosure of confidential data

The Contractor shall not divulge information obtained from MACPAC to any person for any purpose, except for performance in connection with this contract; shall not directly or indirectly use or allow the use of MACPAC information for any purpose other than directly associated with officially assigned duties; and shall not, either by direct action or by counsel, discussion, recommendation, or suggestion to any unauthorized person, reveal the nature or content of any MACPAC information. The foregoing obligations, however, shall not apply to information that:

- At the time of receipt by the Contractor, is in the public domain;
- Is published by others after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- The Contractor can demonstrate he/she was already in possession of the information at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies; or
- The Contractor can demonstrate information was received by the Contractor from a third party that did not require the Contractor to hold it in confidence.

The Contractor shall obtain from each employee permitted access a written agreement, in a form satisfactory to the Contracting Officer, that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization or the Government directly concerned with the

performance of the contract.

19. System for Award Management

The Contractor shall be registered in the System for Award Management (www.sam.gov).

