

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 05/02/2016	2. CONTRACT NO. (If any) CPSC-G-16-0004	6. SHIP TO:	
3. ORDER NO	4. REQUISITION/REFERENCE NO. REQ-4310-16-0245	a. NAME OF CONSIGNEE CONSUMER PRODUCT SAFETY COMMISSION	

5. ISSUING OFFICE (Address correspondence to) CONSUMER PRODUCT SAFETY COMMISSION 4330 EAST WEST HIGHWAY BETHESDA MD 20814	b. STREET ADDRESS DIV OF HAZARD & INJURY DATA SYS 4330 EAST WEST HIGHWAY ROOM 604-26	
c. CITY BETHESDA	d. STATE MD	e. ZIP CODE 20814

7. TO:	f. SHIP VIA
a. NAME OF CONTRACTOR PELLETIER DANIELLE E	8. TYPE OF ORDER

b. COMPANY NAME	<input checked="" type="checkbox"/> a. PURCHASE	<input type="checkbox"/> b. DELIVERY
c. STREET ADDRESS [REDACTED]	REFERENCE YOUR:	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY CONCORD	e. STATE NH	

9. ACCOUNTING AND APPROPRIATION DATA 0100A16DSE 1128200000 EXHR004310 252E0	10. REQUISITIONING OFFICE CONSUMER PRODUCT SAFETY COMMISSION
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))	12. F.O.B. POINT
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB	

13. PLACE OF	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE		Net 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: [REDACTED] COR: Dennis [REDACTED] PHONE: (301) 504-7430 EMAIL: dwierdak@cpsc.gov THE CONTRACTOR SHALL PROVIDE THE FOLLOWING Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME CPSC Accounts Payable Branch			\$1,400.00
b. STREET ADDRESS (or P.O. Box) AMZ 160 P.O. Box 25710			17(i) GRAND TOTAL
c. CITY Oklahoma City	d. STATE OK	e. ZIP CODE 73125	

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Greg A. Grayson TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER
05/02/2016

CONTRACT NO.
CPSC-G-16-0004

ORDER NO.

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>SERVICES FOR THE U.S. CONSUMER PRODUCT SAFETY COMMISSION, EPIDEMIOLOGY DATA SERVICE DEPARTMENT, IN ACCORDANCE WITH THE ATTACHED TERMS AND CONDITIONS:</p> <p>1. The funded quantity for the base year (May 2, 2016 through July 31, 2016) is 35.</p> <p>2. As a result, funding is provided in the amount of \$700.00.</p> <p>3. In accordance with FAR Cause 52.217-9, Option to Extend the Term of the Contract, the Consumer Product Safety Commission hereby exercises option period 1 for the period August 1, 2016 through July 31, 2017. Pricing is in accordance with line item 0002.</p> <p>4. The funded quantity for line item 0002 is 35.</p> <p>5. As a result, funding is added for line item 0002 in the amount of \$700.00.</p> <p>6. As a result of the above, funding in the amount of \$700.00 is added for option period 1 (August 1, 2016 through July 31, 2017. Additional funding will be provided via modification at a later date when funding becomes available.</p>					
0001	<p>Base Year: Not to Exceed 35</p> <p>Full funding of 35</p> <p>Medical Examiner's/Coroner's Alert Program (MECAP) Reports to be submitted for the period May 2, 2016 - July 31, 2016, from the following source(s):</p> <p>NEW HAMPSHIRE</p>	35	EA	20.00	700.00	
0002	<p>Option Year 1: Not to exceed 35</p> <p>Continued ...</p>	35	EA	20.00	700.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$1,400.00	

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
05/02/2016

CONTRACT NO.
CPSC-G-16-0004

ORDER NO.

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0003	Medical Examiner's/Coroner's Alert Program (MECAP) Reports to be submitted for the period August 1, 2016 through July 31, 2017, from the following source(s): NEW HAMPSHIRE Option Year 2: Not to exceed 50		EA	20.00	0.00	
0004	Medical Examiner's/Coroner's Alert Program (MECAP) Reports to be submitted for the period August 1, 2017 through July 31, 2018, from the following source(s): NEW HAMPSHIRE Amount: \$0.00 (Option Line Item) Option Year 3: Not to exceed 50		EA	20.00	0.00	
0005	Medical Examiner's/Coroner's Alert Program (MECAP) Reports to be submitted for the period August 1, 2018 through July 31, 2019, from the following source(s): NEW HAMPSHIRE Amount: \$0.00 (Option Line Item) Option Year 4: Not to exceed 50 Medical Examiner's/Coroner's Alert Program (MECAP) Reports to be submitted for the period August 1, 2019 through July 31, 2020, from the following source(s): NEW HAMPSHIRE Amount: \$0.00 (Option Line Item)		EA	20.00	0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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1. STATEMENT OF WORK

A. Background Information

The U.S. Consumer Product Safety Commission (CPSC) is responsible for protecting the public from unreasonable risks of injury associated with consumer products. Thus, the Commission has established a network of injury surveillance systems to obtain data on product-related accidents, i.e., the National Electronic Injury Surveillance System (NEISS). Data from these systems are closely monitored by CPSC staff to detect products with safety problems. Information on products involved in a fatality are of particular importance in that they enable the Commission to measure the magnitude of death problems relating to those products under the Consumer Product Safety Act, 15 U.S.C. 2051 et. seq.

The Medical Examiners and Coroners Alert Program (MECAP) was designed by CPSC to obtain information on product-related deaths at the earliest possible moment from the most knowledgeable sources. Information collected from this system is particularly valuable since medical examiners and coroners can frequently provide information on the type of consumer product associated with the incident, the accident scenario, and the cause of death, while the product is still available for examination and/or evaluation. This information system has assisted in identifying a number of serious product hazards that have been addressed by the Commission.

B. Objective of the MECAP Program

The objective of this program is to collect information on consumer product-related fatalities occurring in those States/Counties having a centralized system of medical examiners/coroners.

C. Specifications

Independently, and not as an agent of the U.S. Government, the Contractor agrees to provide to CPSC reports of fatalities involving consumer products, as specified below:

1. The Contractor agrees to review and screen all fatality cases within the jurisdiction of the City of Concord, New Hampshire to determine which cases are "in-scope" (i.e., within the scope of CPSC's jurisdiction) and which are "out-of-scope" (i.e., outside CPSC's jurisdiction). In-scope cases shall be those accidental deaths in which a consumer product played a role in the accidental death scenario. All in-scope cases within the Contractor's jurisdiction are to be reported to CPSC under this contract using a process to be agreed upon with CPSC: either copying of the medical examiner's record or transcription onto the Medical Examiner's/Coroner's Report Form (attached). Reports shall be mailed to CPSC within three (3) days of receipt/copying. Access to these reports shall be at a time convenient to the Medical Examiner's Office and the Contractor.
2. The term "consumer product" is defined as any article, or component part thereof, customarily produced or distributed for sale to, or for the use, consumption, or enjoyment by a consumer in or around a household or residence, a school, in recreation, or otherwise. It

does not include the following articles or products, which are under the jurisdiction of other federal or state agencies:

- a. Tobacco and tobacco products
 - b. Licensed motor vehicles and their equipment
 - c. Pesticides, fungicides and herbicides
 - d. Aircraft and their equipment
 - e. Boats and their equipment
 - f. Drugs, medical devices, cosmetics, and food
 - g. Firearms and ammunition
3. Information to be provided in the reports to the Commission under this contract shall include:
- a. Medical Examiner/Coroner Case Number;
 - b. Date of accident;
 - c. Date of death;
 - d. Age and sex of the victim;
 - e. Type of consumer product involved (including brand name, if available). (Information on product involvement is highly desirable);
 - f. The location involved in the incident;
 - g. Scenario depicting sequence of events;
 - h. Information as to whether the product involved in the accident is available for examination or testing;
 - i. Name, phone number, and county of deputy medical examiner reporting the incident; and
 - j. Cause of death.

A copy of the format to be used for these reports is attached.

4. If any incident involves a product that malfunctioned, (i.e., defective) or did not operate as intended, the Contractor agrees to call the report in immediately to the CPSC Project Officer, (800) 638-8095, and subsequently mail the report to CPSC.
5. After Commission receipt of a written or oral death report, a CPSC investigator may conduct an investigation to obtain details on the accident scenario. When this occurs, the investigator will contact the Medical Examiner/Coroner for victim identification and/or authorization to investigate the incident.
6. Payment will be made only for written or oral reports of "in-scope" cases, i.e., those reports involving consumer products within the jurisdiction of the CPSC.

D. Period of Performance

1. Base Contract: Performance of work shall begin on May 2, 2016, and shall not extend beyond July 31, 2016.
2. Option 1: Performance of work shall begin on August 1, 2016, and shall not extend beyond July 31, 2017.
3. Option 2: Performance of work shall begin on August 1, 2017, and shall not extend beyond July 31, 2018.

4. Option 3: Performance of work shall begin on August 1, 2018, and shall not extend beyond July 31, 2019.

5. Option 4: Performance of work shall begin on August 1, 2019, and shall not extend beyond July 31, 2020.

E. Price

The cost of each medical examiner/coroner report shall be the price as stated in each applicable line item.

F. Contracting Officer Representative (COR) (LC5B)

1. The COR has been identified on page one of this document. This individual shall be responsible for the overall management of the technical provisions contained herein.

2. The COR is responsible for:

a. Monitoring the Contractor's technical progress, including surveillance and assessment of performance,

b. Performing technical evaluation, as required, and assisting the Contractor in the resolution of technical problems encountered during performance; and

c. Reviewing and accepting of all items required by the Purchase Order.

3. The COR is not authorized to and shall not:

a. Make changes in the scope of work, Purchase Order schedules and/or specifications.

b. Direct or negotiate any change in the terms, conditions, or amounts cited in the Purchase Order; and

c. Take any action that commits the Government or could lead to a claim against the Government.

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

G. Delivery

Incidents involving accidental death(s) are to be reported to CPSC by telephone and by mail within three (3) days of receipt/copying. Reports may also be e-mailed to the CPSC Project Officer.

1. To report a case by telephone (see C.4.above), the Contractor shall call (toll free) 1-800-638-8095, and say, "THIS IS A MECAP REPORT". The Contractor will then be placed in contact with the CPSC COR, who will ask for specific information.

2. Written reports shall be mailed or faxed (toll free) to the following address and/or facsimile number:

U.S. Consumer Product Safety Commission
Division of Hazard and Injury Data Systems
MECAP Project, Room 504
4330 East West Highway
Bethesda, Maryland 20814-4408
ATTN: CPSC Contracting Officer Representative (COR)
FAX #: 1-800-809-0924

3. E-mailed reports shall be transmitted to the CPSC COR at the e-mail address shown on page one of this document.
4. On-line reports shall be reported at the "Report an Unsafe Product Section" at the following internet address:

<https://www.saferproducts.gov/CPSRMSPublic/Incidents/Reportincident.aspx>

H. PAYMENT

1. In accordance with the Prompt Payment Act (P.L. 97-177), payments under this contract will be due on the 30th calendar day after the later of:
 - (1) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
 - (2) The seventh (7th) day after the data is actually delivered and/or transmitted and accepted by the Government.
2. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the day payment is made.

I. Not To Exceed

This contract is issued on a "NOT TO EXCEED" basis because it is not possible to determine the exact quantities/services that will be required during performance of the contract. The total expended amount under the contract shall not exceed the grand total, nor is the contractor entitled to perform work and expect reimbursement beyond that amount, without approval of the contracting officer. The COR must provide the Contracting Officer with a revised quantity, "Not to Exceed" total, and funding to process a modification to the contract. The contractor is not authorized to invoice and/or receive payment for additional work above the specified contract total without receipt of a formal, written modification to the contract.

J. Billing Instructions

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or

invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

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

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

U.S. Mail

CPSC Accounts Payable Branch, AMZ-160
PO Box 25710
Oklahoma City, Ok. 73125

FEDEX

CPSC Accounts Payable Branch, AMZ-160
6500 MacArthur Blvd.
Oklahoma City, Ok. 73169

OR

Via email to:

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

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

Inquiries regarding payment should be directed to the Enterprise Service Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, 405-954-7467.

Payment

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

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to Debbie Young at 405-954-7467 or at the U.S. Mail and Fedex addresses listed above:

Complaints related to the late payment of an invoice should be directed to Eldona Canterbury at the same the same address (above) or 405-954-5351.

Customer Service inquiries may be directed to Adriane Clark at AClark@cpssc.gov.

K. Privacy Act

This contract does not require the Contractor to maintain a system of records as defined in the Privacy Act of 1974. More specifically, the Contractor is not required to, and agrees not to, maintain any system of records for or on behalf of the U.S. Consumer Product Safety Commission, in which any records or any personal data are indexed by, or retrieved by, a person's name, social security number, or any other unique identification.

2. CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clauses by reference from the Federal Acquisition Regulation (48 CFR CHAPTER 1) with the same force and effect as if set forth in full text. Upon request, the Contracting Officer will make its full text available.

Clause	Title	Date
52.204-4	Printed or Copied Double-Sided On Recycled Paper	May 2011
52.243-1	Changes - Fixed Price	Aug. 1987

3. CLAUSES INCORPORATED IN FULL TEXT

A. 52.204-7 System for Award Management (SAM) (Jul, 2013)

(a) Definitions. As used in this provision—

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the System for Award Management (SAM) database" means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

B. 52.213-4 -- Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (Mar 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(iii) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(iv) 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).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jul 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

(vii) 52.233-1, Disputes (May 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (Feb 2016).

(ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$30,000 or more).

(ii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (May 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).

(v) 52.222-36, Equal Employment for Workers with Disabilities (Jul 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, “United States” includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.)

(viii)(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices:

Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(x) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xi) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xii) 52.225-1, Buy American —Supplies (May 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States).

(xiv) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xv) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App.1241) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).))

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (Applies to contracts over \$35,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only 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. The Government must exercise its postacceptance rights --

(1) Within a reasonable period of 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.

(e) *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.

(f) *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 that 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 that reasonably could have been avoided.

(g) *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.

(h) *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.

(End of Clause)

C. 52.217-09 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 fifteen (15) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) 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.

4. LIST OF ATTACHMENTS:

- 1. Medical Examiner's/Coroner's Reporting Form

MEDICAL EXAMINER'S/CORONER'S REPORTING FORM

To report a case by telephone, call (toll free) 1-800-638-8095. Say "THIS IS A MECAP REPORT." You will then be placed in contact with the MECAP Project Manager for your state, who will ask for the information noted below, or send by e-mail to ynash@cpsc.gov, fax to 1-800-809-0924, or file a report at <https://www.cpsc.gov/cgibin/hcpinc.aspx>.

Date of accident _____ Date of Death _____

Location of Accident: City _____ State _____

Type of consumer product involved _____

Manufacturer, Model, Brand name, and Serial No. of product _____

Is product available for examination? _____ Yes _____ No. If Yes, where? _____

Cause of Death: _____

Location of Death: City _____ State _____

Brief description of accident sequence: (Please include the AGE and SEX of the VICTIM(S))

Contact Information: Please include the name, address and telephone number of any state/local personnel who investigated the accident.

Medical Examiner's/Coroner's Case No. _____ Telephone No. _____

Reporter's Name _____ Date Reported _____

Reporter's Off. (incl. City, county, & state) _____

Medical Examiner's/Coroner's Name _____

For processing at CPSC:

Chief Med. Exam. Rpt ()

Regular MECAP ()

Report received by: _____

Copy for MECAP News ()

Document No. _____