

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 15

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

1. DATE OF ORDER 01/24/2011	2. CONTRACT NO. (If any) CPSC-G-11-0022	6. SHIP TO:	
3. ORDER NO.		a. NAME OF CONSIGNEE CONSUMER PRODUCT SAFETY COMMISSION	
4. REQUISITION/REFERENCE NO.			

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: SHIRLEY STOVER-WILKINS		f. SHIP VIA
a. NAME OF CONTRACTOR STOVER-WILKINS SHIRLEY		
b. COMPANY NAME		8. TYPE OF ORDER

c. STREET ADDRESS		<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR:	<input type="checkbox"/> b. DELIVERY
d. CITY ORLANDO		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.	
e. STATE FL	f. ZIP CODE 32804-3738	Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	

9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE CONSUMER PRODUCT SAFETY COMMISSION	
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input checked="" type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			

13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/30/2011		16. DISCOUNT TERMS Net 30	
a. INSPECTION Destination	b. ACCEPTANCE Destination						

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] PERIOD OF PERFORMANCE: 10/01/10 THRU 09/30/11 This contract is being incrementally funded in the amount of \$3,200.00 for the period Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME CONSUMER PRODUCT SAFETY COMMISSION				\$3,200.00		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) DIVISION OF FINANCIAL SERVICES 4330 EAST WEST HWY ROOM 522				\$3,200.00		
c. CITY BETHESDA		d. STATE MD	e. ZIP CODE 20814			

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

PAGE NO

2

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

01/24/2011

CPSC-G-11-0022

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>October 1, 2010 through March 31, 2011. Additional funding will be provided, by modification, when funds become available.</p> <p>TOTAL QTY FOR ITEM #1 THRU 9/30/11: 320/EA.</p> <p>Admin Office: CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814</p> <p>Accounting Info: 0100A11DPS-2011-1128200000-EXHR004310-252E0 Period of Performance: 10/01/2010 to 09/30/2011</p>					
0001	<p>MEDICAL EXAMINER'S/CORONER'S ALERT PROGRAM (MECAP) REPORTS TO BE SUBMITTED FOR THE PERIOD OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011, IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK.</p> <p>The total amount of award: \$3,200.00. The obligation for this award is shown in box 17(i).</p>	160	EA	20.00	3,200.00	

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

\$3,200.00

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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 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. **Statement of Work**

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 following Medical Examiner's Offices:

Chief Medical Examiner's Office (District 4)
Jacksonville, Florida

Chief Medical Examiner's Office (District 8)
Gainesville, Florida

The Contractor shall 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

Performance of work shall begin on October 1, 2010, and shall continue through September 30, 2011.

E. Project Officer

1. Dennis B. Wierdak, of the Commission's Division of Hazard and Injury Data Systems (EPDS), has been designated as the Government's Project Officer for this contract. This individual can be reached on (800) 638-8095, extension 7430.
2. The Project Officer 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 Project Officer 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.

F. 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 III.D. 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 Project Officer, 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 604
Washington, D.C. 20207-0001
ATTN: CPSC Project Officer
FAX #: 1-800-809-0924

3. E-mailed reports shall be transmitted to the CPSC Project Officer at the following e-mail address:

dwierdak@cpsc.gov

4. On-line reports shall be reported at the "Report an Unsafe Product Section" at the following internet address:

www.cpsc.gov/cgibin/mecap.aspx

G. 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:
 - a. The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
 - b. 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.

H. Billing Instructions

1. Pursuant to the Prompt Payment Act (P.L. 97-177), 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.
2. To assure compliance with the Act, the Contractor shall submit vouchers and/or invoices on Standard Form 1034 and Continuation Form 1035 (or any acceptable form of the Contractor's choosing) preferably on a monthly basis. As a minimum, each invoice shall include:
 - a. The name of the organization.
 - b. The Contractor's voucher/invoice number and date.
 - c. The contract number.
 - d. Description, price, and number of reports.
 - e. Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
3. Invoices not submitted in accordance with the above-stated minimum documentation may not be processed for payment until complete documentation is received.
4. Vouchers/invoices shall be sent to:

Mr. Dennis B. Wierdak, CPSC Project Officer
U.S. Consumer Product Safety Commission
Division of Hazard and Injury Data Systems
4330 East West Highway, Room 604
Bethesda, Maryland 20814-4408
(Phone: (301) 504-7430)

(Fax: (301) 809-0924)

5. Inquiries regarding payment should be directed to the above-named payment officer. Complaints related to the late payment of an invoice should be directed to:

Ms. Deborah P. Hodge, Prompt Payment Contact
Division of Financial Management, Room 522
Consumer Product Safety Commission
4330 East West Highway, Room 522
Bethesda, Maryland 20814-4408
(Phone: (301) 504-7130)

6. SF 1034 and 1035 forms will be furnished by CPSC, Contracts Branch, upon request of the Contractor.

I. 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.

J. Seat Belt Use

In an effort to reduce deaths and injuries resulting from motor vehicle accidents, President Clinton has issued Executive Order 13043 requiring the use of seat belts by federal employees while on official government business. The Executive Order also encourages federal contractors, subcontractors, and grantees to adopt and enforce on-the-job seat belt policies and programs for their employees when operating government-owned or leased vehicles, company-owned, rented, or personally-owned vehicles.

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	Aug. 2000
52.243-1	Changes - Fixed Price	Aug. 1987

3. CLAUSES INCORPORATED IN FULL TEXT

A. 52.223-6 DRUG FREE WORKPLACE (May, 2001)

(a) Definitions. As used in this clause-

"Controlled substance" means a controlled substance in schedules I through

V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-

- (i) Abide by the terms of the statement; and (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than

5 days after such conviction;

- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

B. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (Apr 2008)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"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 CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR 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 CCR 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 CCR 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) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**C. 52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items)
(Jul 2010)**

(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 (Feb 1999) (E.O. 11246).
 - (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (iv) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - (v) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
 - (vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (ii) 52.232-1, Payments (Apr 1984).
- (iii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iv) 52.232-11, Extras (Apr 1984).
- (v) 52.232-25, Prompt Payment (Oct 2008).
- (vi) 52.233-1, Disputes (July 2002).
- (vii) 52.244-6, Subcontracts for Commercial Items (June 2010).
- (viii) 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) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, 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.)
- (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act 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 lands.)
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 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.)

(ix) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d) (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).

(x) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 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 (Sept 2006) (Applies to contracts over \$30,000).

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

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

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

(v) 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 address: <https://www.acquisition.gov/far/loadmainre.html>

(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.

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: Report received by: _____
Chief Med. Exam. Rpt () Copy for MECAP News ()
Regular MECAP () Document No. _____