



U.S. CONSUMER PRODUCT SAFETY COMMISSION
WASHINGTON, DC 20207

Denise P. Beatty
Director
State and Local Programs
Division of Field Investigations
Office of Compliance

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March 23, 2017

Jeremy Berger
Fire Marshal for St. Paul
645 Randolph Avenue
St. Paul, MN 55102

RE: U.S. Consumer Product Safety Commission
Fire Safety Program - Contract No. CPSC-W-17-0013
Statement of Work to conduct Fire Safety Seminars
Government Furnished Equipment

Dear Mr. Berger:

Enclosed please find government materials that will be used in connection with the above referenced contract.
The enclosures are as follows:

1. Multigenerational Fire Safety Toolkit
<https://www.cpsc.gov/id/safety-education/neighborhood-safety-network/toolkits/fire-safety>
2. Invisible Killer - <http://www.cpsc.gov/cpscpub/pubs/464.pdf>
3. Campus Fire Safety - See it Before You Sign It!
<https://www.cpsc.gov/Safety-Education/Safety-Guides/fire-home/see-it-before-you-sign-it>
4. Household Extension Cords Can Cause Fires <https://www.cpsc.gov/s3fs-public/5032.pdf>
5. Overheated Clothes Dryers Can Cause Fires <https://www.cpsc.gov/s3fs-public/5022.pdf>
6. Smoke Alarms - Why, Where and Which? <https://www.cpsc.gov/s3fs-public/SmokeAlarmWhyWhereandWhichCPSCPub559RevisedJuly2016PostReview%282%29.pdf>
7. Upholstered Furniture https://www.cpsc.gov/s3fs-public/5103_0.pdf
8. Seven Highly Effective Portable Heater Safety Habits - <https://www.cpsc.gov/s3fs-public/PortableElectricHeaterSafetyNSN.pdf>
9. Smoke Alarms <https://www.cpsc.gov/s3fs-public/smokealarm.pdf>
10. Stand By Your Pan <https://www.cpsc.gov/s3fs-public/CookingSafetyNSN15-1.pdf>
11. Stay Alive - <https://www.cpsc.gov/safety-education/safety-guides/electronics-and-electrical-carbon-monoxide-fire/stay-alive>
12. Videos -- Change Your Clock -- Change Your Batteries - <https://www.cpsc.gov/Newsroom/Video/change-your-clock-change-your-batteries>
13. What to know: Generators and CO <http://www.cpsc.gov/cpscpub/pubs/468.html>
14. Inspect, detect, and protect: CO Safety <http://www.cpsc.gov/nsn/COSafety.pdf> (Spanish Version)
<http://www.cpsc.gov/nsn/COSafetysp.pdf>

Rosemary Perrizo, Product Safety Investigator of the Commission has been designated as Contracting Officer Representative for this contract. She can be reached at 240-478-7116 and by email at rperrizo@cpsc.gov.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,
Denise P. Beatty
Denise P. Beatty

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE OF 1 2	
2. CONTRACT NO. CPSC-W-17-0013			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Jean Nunes		b. TELEPHONE NUMBER (No collect calls) 510-538-3556		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF FIELD INVESTIGATIONS 4330 EAST WEST HIGHWAY ROOM 710 BETHESDA MD 20814			CODE CFI		10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ EDWOSB ☐ 8(A) NAICS: SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700) ☐		13b. RATING	
16. DELIVER TO CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF FIELD INVESTIGATIONS 4330 EAST WEST HIGHWAY ROOM 710 BETHESDA MD 20814		CODE CFI		16. ADMINISTERED BY CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF FIELD INVESTIGATIONS 4330 EAST WEST HIGHWAY ROOM 710 BETHESDA MD 20814		CODE CFI	
17a. CONTRACTOR/OFFEROR CITY OF SAINT PAUL ATTN STEVE ZACCARD FIRE MARSHAL 645 RANDOLPH AVENUE SAINT PAUL MN 55102		CODE 153857347 FACILITY CODE		18a. PAYMENT WILL BE MADE BY CPSC Accounts Payable Branch AMZ 160 P. O. Box 25710 Oklahoma City OK 73125		CODE FMFS	
TELEPHONE NO. 651-228-6201				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ☐			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	DUNS Number: 153857347 Delivery: 09/29/2017 Period of Performance: 03/20/2017 to 09/29/2017 Contractor to conduct a minimum of five on-site safety seminars within the State of Minnesota to promote the "CPSC Fire Safety Program" information and education campaign. Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						2,500.00
25. ACCOUNTING AND APPROPRIATION DATA 0100A17DSE-2017-3110000000-CFI0008400-252A0						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,500.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Dennis R. Blasius Director, CPSC Fire Safety Division CPSC Fire Safety Division 4330 East West Highway Room 710 Bethesda, MD 20814-1001 Date: 2017/09/19 16:03:12 -0500			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Dennis R. Blasius		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Contracting Officer Representative (COR): Rosemary Perrizo, Senior Product Safety Investigator Phone: 240-478-7116 Email: rperrizo@cpsc.gov Services to be performed as per attached Statement of Work. The total amount of award: \$2,500.00. The obligation for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)
				42c. DATE REC'D (YY/MM/DD)

**Statement of Work
U.S. Consumer Product Safety Commission (CPSC)
Fire Safety Program**

1. BACKGROUND

The U.S. Consumer Product Safety Commission ("CPSC" or "Commission") is charged with protecting the public from unreasonable risks of injury from consumer products through education, safety standards activities, regulation, and enforcement. CPSC has been producing estimates of residential fires and related deaths, injuries and property since the early 1980s. CPSC's recent data outlined in the report entitled "2011 through 2013 Residential Fire loss Estimates" presents estimates of consumer product-related fire losses that occurred in U.S. residential structure fires attended by the fire service. The estimates were derived from data for 2011 through 2013, provided by the U.S. Fire Administration's (USFA) National Fire Incident Reporting System (NFIRS) and the National Fire Protection Association's (NFPA) Survey of Fire Departments for U.S. Fire Experience. The fire and fire loss estimates presented in the report pertain to unintentional residential fires and civilian casualties. An estimated annual average of 358,800 fires, 2,160 deaths, 12,230 injuries, and \$6.35 billion in property loss occurred over the three-year period 2011–2013.¹

Cooking equipment accounted for the largest percentage of fires. An estimated annual average of 152,600 cooking equipment-related fires during 2011–2013 accounted for 42.5 percent of the average annual estimate of total residential fires for the same period.²

Heating and cooling equipment fires constituted the second largest share of total residential fires. The estimated annual average of 44,100 fires for 2011–2013 was 12.3 percent of the annual average estimate of total residential fires during the same period. For heat source, smoking materials were the largest contributor to deaths, associated with an annual average of 440 deaths from 2011 to 2013. This is 20.3 percent of the estimated annual average of total residential fire deaths. Smoking materials, however, comprise only 3.0 percent of the total estimated residential fires. Among products that are heat sources, candles were involved in the second highest number of deaths.³

Through this Fire Safety Program, CPSC will work with States to reach out to consumers to raise awareness about fire safety. Our goal is to inform and educate families about fire safety with the hope that our safety messages will impact behaviors and become daily safety practices conducted by families nationwide.

2. AUTHORITY

Section 29(a) of the Consumer Product Safety Act, 15 U.S.C. 2078(a) requires the Commission to establish a program to promote Federal-State cooperation for the purposes of carrying out this Act. Section 29(a) (1) provides that the Commission can accept from any State or local authorities engaged in activities relating to health, safety, or consumer protection "assistance in such functions as injury data collection, investigation, and educational programs, as well as other assistance in the administration and enforcement of the Act... and, if so agreed, may pay in advance or otherwise for the reasonable cost of such assistance..."

¹ 2013 Residential Fire Loss Estimates, David Miller, CPSC Directorate for Epidemiology

² 2013 Residential Fire Loss Estimates, David Miller, CPSC Directorate for Epidemiology

³ 2013 Residential Fire Loss Estimates, David Miller, CPSC Directorate for Epidemiology

3. **OBJECTIVE**

The objective of this program is to enhance consumer awareness about the hazards associated with fire. CPSC's goal is to ensure consumers take the necessary steps to keep families safe from the many hazards associated with fire and also ensure that they are aware of products that may cause fires.

CPSC wants to encourage state and local officials to embrace the campaign entitled "Fire Safety" by incorporating this program into their daily injury prevention programs and business practices.

In addition, Multigenerational households are on the rise. The number of Americans living under the same roof with at least three generations has doubled since 1980 and it's not uncommon for three and four generations to share a home. CPSC staff urges members of multigenerational households to work together to ensure everyone practices fire safety.

Activities for State and local officials shall include conducting safety seminars, disseminating and displaying fire safety brochures, NSN posters and sharing information with other groups that promote safety. The campaign will have a strong focus on working with local communities, multigenerational households, minority groups, and Spanish speakers.

4. **SPECIFICATIONS**

Independently, and not as an agent of the U.S. Consumer Product Safety Commission (CPSC), the contractor shall furnish the necessary personnel, materials, services and facilities to perform the work set forth below, except in Section 16, Government Furnished Supplies and Equipment.

5. **WORK STATEMENT**

- a. The contractor shall conduct a minimum of five on-site safety seminars within the state of Minnesota to promote the "CPSC Fire Safety Program" information and education campaign.
- b. The contractor shall have a minimum of 25 attendees at each safety seminar. The target audience shall include consumers, state and local officials, grass roots organizations, schools, community fairs, safety groups, and other organizations committed to promoting safety. Within five days of the start of the contract, the contractor shall provide a list of proposed seminar locations to the CPSC Contracting Officer Representative ("COR") for approval. The COR will approve or modify the list of locations in writing. The contractor shall not be authorized to conduct workshops at specific locations without prior approval from the COR.
 - a. The contractor shall provide a copy of the Fire Safety Tips and disseminate to all audiences.
 - b. The contractor shall conduct an overview and discussion of the CPSC Fire Safety Program and include the following Fire Safety Tips during each seminar presentation:

Fire Safety Tips

- Make sure your home has working smoke alarms.
- Review the CPSC website for information on recalled smoke alarms.
- You need a smoke alarm on every level, inside each sleeping room, and outside each separate sleeping area. Interconnect the alarms so when one sounds, they all sound.
- Install smoke alarms and alert devices to help family members who are deaf or hard of hearing.

- Alert devices, such as strobe lights, flash when the smoke alarm sounds. Pillow or bed shakers may be useful to wake a person who is sleeping. The shakers are triggered by the sound of the smoke alarm and shake people awake to warn them of a fire.
 - Test your alarms at least once a month. Press each test button to make sure it is working.
 - Practice your fire drill. Plan your home escape. Share the plan with everyone in the family and guests.
 - The plan should include two ways out of every room and an outside family meeting place.
 - Children, older adults, and people with disabilities may need help. They may not wake to the sound of the smoke alarm. They may need help getting outside. Make sure someone will help them.
 - Make sure your home has bright lighting in stairways to prevent falls.
 - Remove clutter to prevent trips and falls and allow for a quick escape.
 - Install handrails along the full length of both sides of the stairs.
 - If there is a fire, get outside quickly and stay outside. Then call 9-1-1.
 - If you can't get outside call 9-1-1. Let the fire department know you can't get outside. Wave a light-colored cloth or a flashlight from the window.
 - If there is smoke, use your second way out. If you must escape through smoke, get low and go under the smoke.
- c. The Contractor shall discuss and where possible have the seminar participants watch the following videos:
- Videos – Change Your Clock – Change Your Batteries
<https://www.cpsc.gov/Newsroom/Video/change-your-clock-change-your-batteries>
- Holiday Cooking Safety
<https://www.cpsc.gov/Newsroom/Video/holiday-cooking-safety>
- d. The contractor shall encourage the seminar participants to routinely report consumer related complaints and other incident data because they are valuable tools in helping the Commission identify potentially hazardous products and support ongoing work on priority projects. This can be accomplished by visiting the CPSC web site at www.saferproducts.gov
- e. The targeted audience shall include consumers, state and local officials, grass roots organizations, schools, community fairs, safety groups and other organizations committed to promoting safety. The contractor shall request that seminar participants at each seminar display the Neighborhood Safety Network posters in an effort to further disseminate the fire safety messages.
- f. The contractor shall develop, print and distribute at each safety seminar and through its networks, the Fire Safety publications provided in Section 16, Government Furnished Supplies and Equipment, via hard copy and electronic medium.
- g. The contractor shall encourage dissemination of the safety messages through partner electronic mail lists and other medium. The contractor shall provide names of electronic mail list utilized in the final report. (include approximate number of audiences reached)
- h. The COR will assist the contractor to ensure seminar participants have access to all materials.

- a. Selected CPSC materials may be reproduced without permission in unlimited quantities.
- b. The contractor is encouraged to reproduce any and all of the CPSC materials provided for its use since only a limited quantity of Commission documents is available for dissemination.
- c. The contractor shall contact the COR for copies as appropriate.

d. Materials used for this program include:

Invisible Killer - <http://www.cpsc.gov/cpsc/pub/pubs/464.pdf>

Multigenerational Fire Safety Toolkit
<https://www.cpsc.gov/id/safety-education/neighborhood-safety-network/toolkits/fire-safety>

Campus Fire Safety – See it Before You Sign It!
<https://www.cpsc.gov/Safety-Education/Safety-Guides/fire-home/see-it-before-you-sign-it>

Household Extension Cords Can Cause Fires
<https://www.cpsc.gov/s3fs-public/5032.pdf>

Overheated Clothes Dryers Can Cause Fires
<https://www.cpsc.gov/s3fs-public/5022.pdf>

Smoke Alarms – Why, Where and Which?
<https://www.cpsc.gov/s3fs-public/SmokeAlarmWhyWhereandWhichCPSCPub559RevisedJuly2016PostReview%282%29.pdf>

Upholstered Furniture
https://www.cpsc.gov/s3fs-public/5103_0.pdf

7 Highly Effective Portable Heater Safety Habits -
<https://www.cpsc.gov/s3fs-public/PortableElectricHeaterSafetyNSN.pdf>

Smoke Alarms
<https://www.cpsc.gov/s3fs-public/smokealarm.pdf>

Stand By Your Pan
<https://www.cpsc.gov/s3fs-public/CookingSafetyNSN15-1.pdf>

Stay Alive - <https://www.cpsc.gov/safety-education/safety-guides/electronics-and-electrical-carbon-monoxide-fire/stay-alive>

Videos – Change Your Clock – Change Your Batteries -
<https://www.cpsc.gov/Newsroom/Video/change-your-clock-change-your-batteries>

What to know: Generators and CO
<http://www.cpsc.gov/cpsc/pub/pubs/468.html>

Inspect, detect, and protect: CO Safety
<http://www.cpsc.gov/nsn/COSafety.pdf>
<http://www.cpsc.gov/nsn/COSafetysp.pdf> (Spanish Version)

6. **TRAINING**

The CPSC COR will provide necessary training to State or local contractors immediately following the effective date of this contract. The contractor's personnel who will be conducting the safety seminars must participate in this training. Participation shall be at no cost to the contractor. The CPSC COR will coordinate the date and time of training with the contractor. Travel costs to each seminar site are included in this fixed price contract. The contractor shall not submit additional costs for travel.

7. **REPORTING**

The contractor shall submit the following reports to the CPSC COR:

A. Program Plan

1. The targeted audience shall include consumers, state and local officials, grass roots organizations, schools, community fairs, safety groups and other organizations committed to promoting safety. Within five business days after award of the contract, the contractor shall develop and submit a draft program plan to the CPSC COR for approval. The contractor shall incorporate the COR's recommendations into a final plan. The program plan shall include the following information:
 - a) List of safety seminar sites and anticipated dates of visits. (Include name and address of proposed contacts).
 - b) Specific activities to be conducted.
 - c) The contractor shall have a minimum of 25 attendees from the targeted audience at each safety seminar.
 - d) Anticipated number of attendees (Note: This program can be incorporated with other safety meetings for wider audience participation)

B. Final Report

The contractor shall provide a final report containing the following narrative information:

- a) Provide a list of all safety seminars conducted (include name, address, phone, email and contact name for each seminar conducted) including date of event and number of attendees. Audience shall include consumers, state and local officials, grass roots organizations, schools, community fairs, safety groups and other organizations committed to promoting safety.

- b) Provide a summary of the results of activities conducted at each seminar. Describe and confirm that the following activities were completed in addition to any other safety activities:
1. Summary of presentation conducted (Provide copy of agenda, outline, agenda or brochure if utilized)
 2. Video(s) displayed.
 3. Neighborhood Safety Network (NSN) posters disseminated
 4. Names (Address) of electronic mail list utilized to create a multiplier effect
 5. Describe print and electronic medium utilized to spread safety messages
 6. Describe local safety initiatives conducted with partners
 7. Provide names of partners that may request materials
 8. Total audience reached for each safety seminar
 9. Sign in sheet for participants (include number of participants) at each seminar.
The contractor shall have a minimum of 25 participants from the targeted audience at each seminar.
The targeted audience shall include consumers, state and local officials, grass roots organizations, schools, community fairs, safety groups and other organizations committed to promoting safety.
- c) Statement assessing the effectiveness of the program including strengths, weaknesses and development opportunities.
- d) Recommendations for improving the procedures for implementation of future programs.

8. **DELIVERABLES**

- A. **Participation in Meetings:** Within five business days after the award of the contract, the contractor shall meet with the CPSC Contracting Officer Representative either in person or via conference call to discuss contract technical requirements and clarify requirements for the program. This meeting shall be at the contractor's facility, CPSC or via conference call. Participation shall be at no cost to the contractor.
- B. **Reports:** The following reports shall be submitted electronically via email to the attention of the COR. Electronic submission via email is required and will be discussed with the contractor prior to the first assignment.
- a. **Program Plan:** One copy within five business days after the effective date of the contract.
 - b. **CPSC Review:** CPSC shall provide comments within five business days after receipt of the draft program plan. The Contractor shall incorporate the COR's recommendations into a final program plan.
 - c. **Final Report:** The final report is due on or before September 29, 2017.
- C. **Time of Delivery**
Seminars must be completed no later than _____ (insert date) by the contractor.

9. **PLACE OF DELIVERY**

The contractor shall email items Ba. and Bc. specified in paragraph, 8 DELIVERABLES to the COR.

10. PERIOD OF PERFORMANCE

The period of performance is from 3/20/17 to 9/29/17. Performance of work shall not extend beyond (insert date) September 29, 2017.

11. INSPECTION AND ACCEPTANCE

- A. The COR will review all reports and materials within ten business days after date of receipt.
- B. The COR will accept or reject reports submitted based on conformance with the Statement of Work.
- C. The COR will transmit notice of approval or rejection to the contractor in writing (includes via email).

12. 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 or 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 (EXC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, 405-954-7467.

13. 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 Caleb Pierce at 405-954-1693 or at the U.S. Mail and FedEx addresses listed above:

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

Customer Service inquiries may be directed to Jean Nunes at Jnunes@cpsc.gov.

14. CONTRACTING OFFICER'S REPRESENTATIVE (COR) DESIGNATION

a. The following individual has been designated at the Government's COR for this contract:

Name: ☐ Rosemary Perrizo
Division: ☐ Field Investigations
Telephone: ☐ 240-478-7116

b. The CPSC COR is responsible for:

(1) monitoring the Contractor's technical progress, including surveillance and assessment of performance, and notifying the Contracting Officer within one week when deliverables (including reports) are not received on schedule in accordance with the prescribed delivery schedule.

(2) performing technical evaluation as required, assisting the Contractor in the resolution of technical problems encountered during performance; and

(3) inspection and acceptance of all items required by the contract.

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

(1) make changes in scope of work, contract schedules, and/or specifications to meet changes and requirements,

(2) direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and

(3) 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.

15. RESTRICTIONS ON USE OF INFORMATION

a. If the Contractor, in the performance of this contract, obtains access to information such as CPSC plans, reports, studies, data projected by the Privacy Act of 1974 (5 U.S.C. 552a), or personal identifying information which has not been released or otherwise made public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not: (a) release or disclose such information, (b) discuss or use such information for any private purpose, (c) share this information with any other party, or (d) submit an unsolicited proposal based on such information. These restrictions will remain in place unless such information is made available to the public by the Government.

b. In addition, the Contractor agrees that to the extent it collects data on behalf of CPSC, or is given access to, proprietary data, data protected by the Privacy Act of 1974, or other confidential or privileged technical, business, financial, or personal identifying information during performance of this contract, that it shall not disclose such data. The Contractor shall keep the information secure, protect such data to prevent loss or dissemination, and treat such information in accordance with any restrictions imposed on such information.

16. GOVERNMENT FURNISHED SUPPLIES AND EQUIPMENT

1. Invisible Killer - <http://www.cpsc.gov/cpscpub/pubs/464.pdf>

2. Multigenerational Fire Safety Toolkit
<https://www.cpsc.gov/id/safety-education/neighborhood-safety-network/toolkits/fire-safety>

3. Campus Fire Safety – See it Before You Sign It!
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4. Household Extension Cords Can Cause Fires
<https://www.cpsc.gov/s3fs-public/5032.pdf>

5. Overheated Clothes Dryers Can Cause Fires
<https://www.cpsc.gov/s3fs-public/5022.pdf>
6. Smoke Alarms – Why, Where and Which?
<https://www.cpsc.gov/s3fs-public/SmokeAlarmWhyWhereandWhichCPSCPub559RevisedJuly2016PostReview%282%29.pdf>
7. Upholstered Furniture
https://www.cpsc.gov/s3fs-public/5103_0.pdf
8. 7 Highly Effective Portable Heater Safety Habits -
<https://www.cpsc.gov/s3fs-public/PortableElectricHeaterSafetyNSN.pdf>
9. Smoke Alarms
<https://www.cpsc.gov/s3fs-public/smokealarm.pdf>
10. Stand By Your Pan
<https://www.cpsc.gov/s3fs-public/CookingSafetyNSN15-1.pdf>
11. Stay Alive - <https://www.cpsc.gov/safety-education/safety-guides/electronics-and-electrical-carbon-monoxide-fire/stay-alive>
12. Videos – Change Your Clock – Change Your Batteries -
<https://www.cpsc.gov/Newsroom/Video/change-your-clock-change-your-batteries>
13. What to know: Generators and CO <http://www.cpsc.gov/cpscpub/pubs/468.html>
14. Inspect, detect, and protect: CO Safety
<http://www.cpsc.gov/nsn/COSafety.pdf>
<http://www.cpsc.gov/nsn/COSafetysp.pdf> (Spanish Version)

17. CLAUSES INCORPORATED FULL TEXT

52.212-4 Contract Terms and Conditions—Commercial Items. (MAY 2015)

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

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(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 FAR 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 SAM database; (B) comply with the requirements of subpart 42.12; 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 (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM 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.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM 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.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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

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

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

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

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

(End of clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items.
(NOV 2016)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) [Reserved].

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Nov 2016) of 52.219-9.

___ (v) Alternate IV (Nov 2016) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- ___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ___ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- ___ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ___ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ___ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- ___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ___ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ___ (44) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ___ (45) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (46)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (47) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (48) 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).
- ___ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- X (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (58)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)