

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

Offeror to Complete Blocks 12, 17, 23, 24, & 30

1. Requisition Number N01/4320/031 PAGE 1 OF 11 *OS*

2. Contract No. CPSC-C-01-1176 3. Award/Effective Date Sep 30, 2001 4. Order Number 5. Solicitation Number CPSC-Q-01-5194 6. Solicitation Issue Date Aug 7, 2001

7. For Solicitation Information Call: a. Name JOYCE LAWN jlawnc@cpsc.gov b. Telephone No (No collect calls) (301) 504-0444 8. Offer Due Date/Local Time Aug 15, 2001 / 03:00 PM *HA*

9. Issued By Code CPSC US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408  
 10. THIS ACQUISITION IS:  Unrestricted  Set-Aside % for  Small Business  Small Disadv. Business 8(A) SIC: 54191 Size Standard:  
 11. Delivery for FOB Destination  See Schedule 12. Discount Terms Discount: 0% Days: 0 Net due: 30  
 13a. This contract is a rated order under DPAS(15 CFR 700)  
 13b. Rating  
 14. Method of Solicitation  RFQ  IFB  RFP

15. Deliver To Code HS CONSUMER PRODUCT SAFETY COMMISSION DIRECTORATE FOR HEALTH SCIENCES 4330 EAST WEST HIGHWAY, ROOM 600 BETHESDA, MD 20814-4408  
 16. Administered By Code JL JOYCE LAWN (301) 504-0444/1148

17a. Contractor/Offeror Code 00010927 Fac Code AMERICAN ASSOCIATION OF POISON CONTROL CENTERS 3201 NEW MEXICO AVENUE, N.W., STE 310 WASHINGTON DC 20016 Phone No. (202) 362-7217 TIN: 066068460  
 18a. Payment Will Be Made By Code PAYMENT CONSUMER PRODUCT SAFETY COMM ACCT OFFICER DIV OF FIN MGMT ROOM 522 WASHINGTON, DC 20207 (301) 504-0018

17b. Check below if remittance is different and put such address in offer.   
 18b. Submit invoices to address shown in block 18a unless box below is checked.  See Addendum.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Purchase of AAPCC Data (Base Period: 9/30/01 - 9/29/02)	NTE 1	LT	NTE 90,000.00	90,000.00
0002	Purchase of AAPCC Data (Option Period 1: 9/30/02 - 9/30/03)	NTE 1	LT	NTE 94,500.00	94,500.00

25. Accounting and Appropriation Data 01 EXOB-PS 4320.00 0123447 25.2105, items 2-5, Subject to availability of funds  
 26. Total Award Amount (For Govt. Use Only) US 90,000.00

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, 52.212-5 is attached addenda  are  are not attached

28. Contractor is required to sign this document and return \_\_\_\_\_ copies to Issuing Office. Contract 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 herein.  
 29. Award date of contract reference  offer dated Aug 21, 2001. Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to items: and as amended 09/06/2001

30a. Signature of Offeror/Contractor 31a. United States of America (Signature of Contracting Officer)  
*Donna Hutton*

30b. Name and Title of Signer (Type or Print) 30c. Date Signed 31b. Name of Contracting Officer (Type or Print) 31c. Date Signed  
 DONNA HUTTON (301) 504-0444/1421 dhutton@cpsc.gov 9/24/01

32a. Quantity in Column 21 has been  Received  Inspected  Accepted and Conforms to the Contract Except as Noted  
 33. Ship Number  Partial  Final 34. Voucher Number 35. Account Verified Correct

32b. Signature of Authorized Govt. Representative 32c. Date 36. Payment  Complete  Partial  Final 37. Check Number  
 38. S/R Account No. 39. S/R Voucher No. 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 42c. Date Rec'd 42d. Total Containers  
 42b. Received At (Location)

**SCHEDULE Continued**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0003	Purchase of AAPCC Data (Option Period 2: 9/30/03 - 9/30/04)	NTE 1	LT	NTE 99,225.00	99,225.00
0004	Purchase of AAPCC Data (Option Period 3: 9/30/04 - 9/30/05)	NTE 1	LT	NTE 104,186.00	104,186.00
0005	Purchase of AAPCC Data (Option Period 4: 9/30/05 - 9/30/06)	NTE 1	LT	NTE 109,396.00	109,396.00

1. **SUMMARY OF THE PROJECT**

The Contractor shall provide poisoning data from the American Association of Poison Control Centers (AAPCC) Toxic Exposure Surveillance System (TESS) for the calendar year 2000, with options for calendar years 2001, 2002, 2003, and 2004.

2. **STATEMENT OF WORK**

Independently, and not as an agent of the Government, the contractor shall furnish all necessary personnel, materials, services, and facilities to perform the work set forth below.

a. **Data Requested**

- (1) The contractor shall provide one (1) or more CD ROM diskettes containing detailed case information including brand names about exposures and deaths involving children less than five (5) years of age that were reported to all poison control centers participating in the AAPCC TESS for the 12 month period ending December 31, 2000. The diskette(s) shall include all cases involving the generic product/substance codes in the AAPCC Generic Code Manual except those related to:

- (a) Bites and Envenomations
- (b) Fertilizers
- (c) Food Products and Food Poisoning
- (d) Fungicides (non-medicinal)
- (e) Herbicides
- (f) Information Calls
- (g) Insecticides/Pesticides
- (h) Mothballs and Other Moth Repellants
- (i) Mushrooms
- (j) Plants
- (k) Radio-Isotopes
- (l) Rodenticides
- (m) Tobacco Products

- (2) The diskette(s) shall be edited for generic code errors and duplicate records prior to submission to CPSC. All death data shall be edited by the Contractor and verified prior to submission to CPSC. A copy of the master diskette(s) shall be stored by the AAPCC for six (6) months after delivery of the diskettes to CPSC.

- (3) Additional Information:

The AAPCC shall also provide the following items for each calendar year as ordered by the CPSC Project Officer.

- (a) One (1) copy of the applicable Generic Code Manual in hard copy and one (1) computer CD ROM diskette of codes and a description of any changes in the codes from the previous year.
  - (b) Three (3) copies of the applicable AAPCC Annual Report.
  - (c) Two (2) original (blank) AAPCC TESS Report Forms from the applicable year and a description of any changes from the previous year.
- (4) One (1) copy of the coding instructions for the applicable AAPCC TESS Report Form.
- (5) One (1) copy of the computer data record layout specific to the data CD ROMs including a description for each position on the record.

- (6) One (1) copy of the written description of the accident scenarios and clinical data available about each death in the data set in the form of AAPCC death verification abstracts submitted by participating centers shortly after the fatality occurred.
- (7) One (1) copy of a map identifying the geographic regions served by the participating centers. One (1) separate listing of counties served shall be provided where a state is only partially covered.
- (8) One (1) list by poison center with the totals of:
  - (a) human exposures for all ages
  - (b) exposures involving children under five years of age
  - (c) human ingestions for all ages
  - (d) ingestions involving children under five years of age
- (9) A discussion provided by each poison center stating possible reasons for fluctuations in total exposures/ingestions and exposures/ingestions involving children under five years of age as compared to the previous year. This discussion is required when reported exposures/ingestions increase or decrease more than 15% from the previous year
- (10) The list of poison control centers who have not submitted industry contract data as part of their data submission to TESS.

**b. Electronic Data Submission Specifications**

- The AAPCC data described in 2.a will be submitted in a standard electronic format on one or more CD ROM diskettes, such as but not limited to ASCII format, with documentation included to fully describe the format so that software to read the data can be identified or developed.

**3. DELIVERY OR PERFORMANCE SCHEDULE**

**a. Schedule**

ITEM	QUANTITY	DELIVERY*
(1) Computer CD ROM with calendar year 2000 TESS poisoning reports. (see 2.b)	One (1)	Within 90 calendar days after the EDC.
(2) Generic Code Manual and CD ROM diskette of codes {see 2.a.(3)(a)}	One (1)	Within 90 calendar days after the EDC.
(3) 2000 AAPCC Annual Report {see 2.a.(3)(b)}	Three (3)	Within 90 calendar days after the EDC or following publishing the report, whichever is later.
(4) TESS Report Form (blank) {see 2.a.(3)(c)}	Two (2)	Within 90 calendar days after the EDC.
(5) Coding instructions for the TESS Report Form {see 2.a.(4)}	One (1)	Within 90 calendar days after the EDC.
(6) Data record layout {see 2.a.(5)}	One (1)	Within 90 calendar days after the EDC.

\* NOTE: effective date of the contract = EDC

ITEM	QUANTITY	DELIVERY
(7) Written description of death scenarios {see 2.a.(6)}	One (1) for each death	Within 90 calendar days after the EDC.
(8) Map of area served by reporting poison centers for 2000 {see 2.a.(7)}	One (1)	Within 90 calendar days after the EDC.
(9) List of reported exposures {see 2.a.(8)}	One (1)	Within 90 calendar days after the EDC.
(10) Discussion of fluctuations {see 2.a.(9)}	One (1) per applicable center	Within 90 calendar days after the EDC.
(11) List of centers who did not submit industry data {see 2.a.(10)}	One (1) if applicable	Within 90 calendar days after the EDC.

**b. Option Schedule**

The items 1 through 11 specified above shall be delivered (if applicable) within 90 calendar days after the effective date of each option period.

**c. Place Of Delivery**

Items specified in 3.a. above, **DELIVERY OR PERFORMANCE**, shall be delivered postage paid to:

U.S. Consumer Product Safety Commission  
 Directorate for Epidemiology and Health Sciences  
 Room 601-16  
 4330 East West Highway  
 Bethesda, MD 20814  
 ATTN: C. Craig Morris, Ph.D., Project Officer

**4. PERIOD OF PERFORMANCE**

The period of performance for the basic contract period is September 30, 2001 through September 29, 2002.

**5. INSPECTION AND ACCEPTANCE PERIOD**

- a. All materials submitted for approval will be reviewed and accepted/rejected by the Commission within 45 calendar days after the date of receipt.
- b. Acceptance/rejection will be transmitted to the Contractor by the Project Officer.
- c. Acceptance/rejection will be based on conformance with **STATEMENT OF WORK** and the delivery of usable and
- d. functional data CD-ROM's.

**6. PROJECT OFFICER DESIGNATION**

C. Craig Morris, of the Commission's Directorate for Epidemiology and Health Sciences has been designated as the Government's Project Officer for this contract. This individual may be reached on (301) 504-0470, extension 1270.

- a. The Project Officer 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 on schedule in accordance with 3., DELIVERY OR PERFORMANCE.
- (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.

b. The Project Officer is not authorized to and shall not:

- (1) Make changes in scope of work, contract schedules and/or specifications,
- (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.

## 7. OPTION TO EXTEND THE TERM OF THE CONTRACT

a. The Government may extend the term of this contract beyond the basic period, September 30, 2001 through September 29, 2002 for up to four option periods as listed below, by the Contracting Officer giving written notice of the extension to the Contractor before the contract expires.

Option Period 1: September 30, 2002 – September 29, 2003

Option Period 2: September 30, 2003 – September 29, 2004

Option Period 3: September 30, 2004 – September 29, 2005

Option Period 4: September 30, 2005 – September 29, 2006

- b. The contract period may be extended as specified in paragraph a. above, provided that the Contracting Officer gives the Contractor a preliminary written notice of its intent to extend the contract period at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- c. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- d. The total duration of the contract, including the exercise of any options under this clause, shall not exceed five (5) years.

## 8. OTHER PROVISIONS

### 52.212-4 Contract Terms and Conditions—Commercial Items (May 2001)

- (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. 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 the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). 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. 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--
- (1) Name and address of the Contractor;
  - (2) Invoice date;
  - (3) Contract number, contract line item number and, if applicable, the order number;
  - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (6) Terms of any prompt payment discount offered;
  - (7) Name and address of official to whom payment is to be sent; and
  - (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

- (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. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. 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.
- (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 or implied 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. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 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, and Compliance with Laws Unique to Government Contracts 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.

(End of clause)

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Feb 2001)**

(a) The Contractor shall comply with the following 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) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(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 or components:

[Contracting Officer shall check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).  
 (ii) Alternate I to 52.219-5.  
 (iii) Alternate II to 52.219-5.
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).  
(ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

- (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
  - (ii) Alternate I of 52.223-9 (42 U.S.C. 962(i)(2)(C)).
- (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a - 10d).
- (19) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
  - (ii) Alternate I of 52.225-3.
  - (iii) Alternate II of 52.225-3.
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
  - (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

[Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 51, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components—
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
  - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
  - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
  - (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
  - (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)