

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 15

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

1. DATE OF ORDER 02/28/2013	2. CONTRACT NO. (If any) CPSC-H-13-0029	6. SHIP TO:	
3. ORDER NO		a. NAME OF CONSIGNEE CONSUMER PRODUCT SAFETY COMMISSION	
4. REQUISITION/REFERENCE NO REQ-4310-13-0184			

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

7. TO: PETER M CARUCCI DIRECTOR BPSM		f. SHIP VIA
a. NAME OF CONTRACTOR HEALTH NEW YORK DEPARTMENT OF		8. TYPE OF ORDER

b. COMPANY NAME		<input checked="" type="checkbox"/> a. PURCHASE	<input type="checkbox"/> b. DELIVERY
c. STREET ADDRESS CORNING TOWER EMPIRE STATE PLAZA ROOM 1315		REFERENCE YOUR:	
d. CITY ALBANY	e. STATE NY	f. ZIP CODE 12237-0016	

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

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

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

17. SCHEDULE (See reverse for Rejections)

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

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO	17(h) TOTAL (Cont pages)
	21. MAIL INVOICE TO			
	a. NAME CPSC Accounts Payable Branch			\$4,400.00
	b. STREET ADDRESS (or P.O. Box) AMZ 160 P.O. Box 25710			
c. CITY Oklahoma City	d. STATE OK	e. ZIP CODE 73125	\$4,400.00	17(i) GRAND TOTAL

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

PAGE NO

2

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

DATE OF ORDER 02/28/2013 CONTRACT NO. CPSC-H-13-0029

ORDER NO.

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES FOR THE CONSUMER PRODUCT SAFETY COMMISSION, EPIDEMIOLOGY DATA SERVICE DEPARTMENT, IN ACCORDANCE WITH THE ATTACHED TERMS AND CONDITIONS</p> <p>Accounting Info: 0100A13DSE 2013 1128200000 EXHR004310 252E0</p> <p>BASE PERIOD: OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013</p>					
0001	<p>NOT TO EXCEED DEATH CERTIFICATES/ELECTRONIC DEATH DATA FROM SPECIFIED CATEGORIES SHALL BE SUBMITTED FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013.</p>	200	EA	22.00	4,400.00	
0002	<p>NOT TO EXCEED COMPUTER PRINTOUT(S) IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK.</p>	1	BT	0.00	0.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$4,400.00	

## TABLE OF CONTENTS

1. STATEMENT OF WORK
  - A. Background Information
  - B. Objective of the Death Certificate Project
  - C. Specifications
  - D. Period of Performance
  - E. Price
  - F. Economic Price Adjustment
  - G. Delivery
  - H. Not to Exceed
  - I. Acceptance Period
  - J. Billing Instructions
  - K. Payment
  - L. Contracting Officer Representative (COR)
  - M. Privacy Act
2. CLAUSES INCORPORATED BY REFERENCE
3. LOCAL CLAUSES
4. CLAUSES IN FULL TEXT
5. ATTACHMENTS

## 1. STATEMENT OF WORK

### A. Background Information

The mission of the U.S. Consumer Product Safety Commission (CPSC) is to provide an effective program to assure the safety of consumer products. The reporting of fatalities caused by or relating to consumer products to the Commission enables the Commission to assess the causes and magnitude of the injury problem for which it is responsible under the Consumer Product Safety Act, Public Law 92-573.

As part of its program, CPSC collects either death certificates or electronic data of deaths caused by or relating to consumer products from 51 state health jurisdictions in the United States. The continued receipt of these certificates or electronic data files will provide needed information for the ongoing study of the causes of death from consumer products and ways to prevent such deaths in the future. The collection of such data is essential to giving proper perspective to hazard analysis related to particular products and in giving trend data on product-related deaths.

As soon as the death certificates are received by CPSC's Division of Hazard and Injury Data Systems, they are scanned and coded for entry into the CPSC computer system. The original certificates are destroyed by CPSC after the data entry process is complete.

As soon as electronic death data is received by CPSC's Division of Hazard and Injury Data system, a PDF file is created using the pertinent information and this information is coded into the CPSC computer system.

Follow-up investigation of selected cases by CPSC may be conducted, but only in accordance with state health department criteria. Confidentiality of the identity of the victim is strictly observed at all times by CPSC and its representatives.

### B. Objective of the Death Certificate Project

The objective of the Death Certificate Project is to provide the Commission with timely information of deaths caused by or related to consumer products under the jurisdiction of CPSC. The collection of such data by either death certificates or electronic death data is essential to analysis of the hazards of particular products, and in evaluating trends on product-related deaths.

### C. Specifications

Independently, and not as an agent of the Government, the Contractor shall furnish all necessary personnel, materials, services, and facilities to conduct the work set forth below:

1. If the Contractor provides death certificates:
  - a. The Contractor shall collect and furnish to CPSC copies of all death certificates as specified in Line Items 0001-0002 (see Paragraph G.1., Delivery). These death certificates are classified under specific external cause of death codes (ICD-10 Codes), as set forth in Attachment A for Fiscal Year 2013, for deaths occurring during or requested for, the applicable period in which the death occurred in the Contractor's jurisdiction. The search for ICD-10

codes will include underlying and contributing causes of death. Copies of death certificates as specified in Items 0001-0002 do NOT have to be certified. The Contractor shall clearly mark the underlying or contributing ICD-10 Code requested on all death certificates submitted. These codes have been selected because of the likelihood that consumer products of interest to the Commission may be involved.

- b. The Contractor shall provide a copy of the computer printout if such printout is generated in identifying death certificates that meet the selection criteria contained in this contract (Line Item 0002) with each group/batch (BT) of certificates submitted. The listing shall include, as a minimum, the underlying and contributing ICD-10 Codes and death certificate number, and shall cover the time period of the batch submitted.
  - c. Copies of death certificates, other than those specified in Attachment A for Fiscal Year 2013, are NOT required. **PAYMENT WILL ONLY BE MADE FOR THOSE CERTIFICATES WHOSE ICD-10 CODES ARE LISTED IN ATTACHMENT A FOR FISCAL YEAR 2013.**
  - d. The Commission will protect the confidentiality of the certificates and the personally identifying information contained therein. No certificate or electronic death data file will be released to the public. Only non-identifying coded information will be released to the public under a FOIA request or in reports produced by CPSC staff.
2. If the Contractor provides electronic death data:
- a. The Contractor shall collect and furnish to CPSC electronic data as specified in Line Items 0001-0002 (see Paragraph G.2., Delivery). These data are classified under specific external cause of death codes (ICD-10 Codes), as set forth in Attachment A for Fiscal Year 2013, for deaths occurring during or requested for, the applicable period in which the death occurred in the Contractor's jurisdiction. The search for ICD-10 codes will include underlying and contributing causes of death. The Contractor shall clearly indicate the underlying or contributing ICD-10 Code requested on all death data submitted. These codes have been selected because of the likelihood that consumer products of interest to the Commission may be involved.
  - b. Death data, other than specified in Attachment A for Fiscal Year 2013 are NOT required. **PAYMENT WILL ONLY BE MADE FOR DEATHS WHOSE ICD-10 CODES ARE LISTED IN ATTACHMENT A FOR FISCAL YEAR 2013.**
  - c. The Commission will protect the confidentiality of the certificates and the personally identifying information contained therein. No certificate or electronic death data file will be released to the public. Only non-identifying coded information will be released to the public under a FOIA request or in reports produced by CPSC staff.

D. Period of Performance

Performance of work shall begin on October 1, 2012, and shall not extend beyond September 30, 2013, unless the period is extended by modification to this contract, or the latest delivery of death certificates for deaths which occurred during or requested for, the effective period (October 1, 2012 through September 30, 2013), whichever is later.

E. Price

The cost of each death certificate or the electronic death data, whichever is provided by the Contractor, shall be the price as stated in each applicable line item. WITH RESPECT TO EACH DEATH CERTIFICATE PROVIDED UNDER THE CONTRACT, THE CONTRACTOR WILL BE REIMBURSED AT THE RATE APPLICABLE TO THE YEAR THE DEATH OCCURRED, REGARDLESS OF THE DATE CPSC REQUESTS THE CERTIFICATE OR ELECTRONIC DATA.

If the Contractor submits death certificates and uses a computer printout to generate the list of death certificates, the Contractor will be reimbursed for computer printout batches (BT) at the price stated in Line Item 0002 of this contract.

F. Economic Price Adjustment

1. The Contractor warrants that the price stated in the Schedule for line item(s) 0001-0002 are not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "established price" means the price that the State has established as the statutory rate which is paid for a single certificate.
2. The Contractor shall promptly notify the Contracting Officer of the amount and effective date of any increases or decreases in the statutory rate.
3. Revisions in contract price shall be effective on the date that the State publishes revised current, statutorily set single certificate rates.
4. The unit price of this contract will be modified upon verification of revision of the established price for the certificate rate.

G. Delivery

1. If the Contractor provides death certificates:

Death Certificates shall be delivered (mailed/faxed) either monthly, quarterly, semi-annually, or annually to the following address:

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

2. If the Contractor provides electronic death data:

Death Data shall be delivered in an electronic format agreeable to both the Contractor and CPSC COR either monthly, quarterly, semi-annually, or annually to the following address:

Death Certificate Project  
Division of Hazard and Injury Data Systems  
U.S. Consumer Product Safety Commission  
4330 East West Highway  
Bethesda, Maryland 20814  
Attention: CPSC Contracting Officer Representative (COR)

OR

E-mail: first initial last name of COR@cpsc.gov (i.e., jdoe@cpsc.gov)

H. Not To Exceed

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

I. Acceptance Period

All materials submitted for approval will be reviewed and either accepted or rejected by the CPSC COR in the Division of Hazard and Injury Data Systems, Room 504, 4330 East West Highway, Bethesda, Maryland 20814-4408, by the seventh (7<sup>th</sup>) day after the death certificates or electronic data of deaths are actually delivered and received by the Government. Acceptance or rejection of materials submitted will be based on the List of Death Certificate ICD-10 Codes that will be collected in the applicable year the death occurred. All death certificates/electronic death data considered to be out-of-scope, i.e., those not falling within the ICD-10 Codes listed in Attachment A for Fiscal Year 2013, will be returned to the Contractor and will not be reimbursed.

J. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. Do NOT include Taxpayer Identification Number (TIN) on invoices sent via e-mail.
3. Invoice date.
4. Invoice number.
5. The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods 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](mailto:9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov)

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

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

K. PAYMENT

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

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

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

Customer Service inquiries may be directed to Adriane Clark at [AClark@cpsc.gov](mailto:AClark@cpsc.gov).

L. Contracting Officer Representative (COR) (LC5B)

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

The CPSC COR is responsible for:

- a. 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.
- b. Performing technical evaluation as required, assisting the Contractor in the resolution of technical problems encountered during performance, and;
- c. Review, inspection and acceptance of all items required by the contract.

The COR is not authorized to and shall not:

- a. Make changes in the scope of work, contract schedules, and/or specifications to meet requirements.
- b. Direct or negotiate any change in terms, conditions or amounts cited in the contract; and
- c. Take any action that commits the Government or could lead to a claim against the Government.
- d. A clear distinction is made between Government and Contractor personnel. No employer-employee relationship will occur between government employees and contractor employees. Contractor employees must report directly to their company (employer) and shall not report to Government personnel.

M. Privacy Act

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

2. CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clauses by reference from the Federal Acquisition Regulation:

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

3. LOCAL CLAUSES

52-217-08 OPTION TO EXTEND SERVICES (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract is to expire.

52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within fifteen (15) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years and six (6) months.

#### 4. CLAUSES INCORPORATED IN FULL TEXT

##### A. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (Feb 2012)

(a) Definitions. As used in this clause—

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

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

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

"Registered in the CCR database" means that—

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

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

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

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

(g)

(1)

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

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

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

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

**B. 52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items).  
(Mar 2012)**

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

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

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

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(q)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

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

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

(v) 52.232-25, Prompt Payment (Oct 2008).

(vi) 52.233-1, Disputes (July 2002).

(vii) 52.244-6, Subcontracts for Commercial Items (Jan 2011).

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

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

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

(i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Oct 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

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

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

(A) Delivered;

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

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

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

(ix) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its

outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

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

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

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

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

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

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

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (Applies to contracts over \$30,000).

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

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

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

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

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

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[Insert one or more Internet addresses]

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

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

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

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

remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

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

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

5. LIST OF ATTACHMENTS:

- A. LIST OF ICD-10 DEATH CERTIFICATE CODES THAT WILL BE COLLECTED FOR FISCAL YEAR 2013.

## Attachment A

**List of ICD-10 DEATH CERTIFICATE CODES THAT WILL BE COLLECTED IN FY13 (10/01/12 - 09/30/2013) All States  
Except Florida and Pennsylvania**

ICD-10 Code	Description per ICD-10 Text
V86	Occupant of special all-terrain or other motor vehicle designed primarily for off-road use
V10-V11, V16-V18	Transport accidents involving a pedalcycle or pedalcyclist
X40-X45; only ages <5	Accidental poisonings by exposure to various drugs
X46, X49	Accidental poisonings by and exposure to noxious substances and their vapors (solvents, paints, chemicals, etc.)
X47	Accidental poisonings by and exposure to other gases and vapors
W16	Jumping/diving into water - not drowning/submersion
W09	Fall involving playground equipment
X05-X06	Ignition of nightwear and other clothing & apparel
W65-W68, (W73-W74, only loc=.0-.3, .5) V90.7, V90.8	Accidental drowning and submersion
W80; only ages <5	Inhalation/ingestion of other objects causing obstruction of respiratory tract
W75, W76, W81, W83	Accidental suffocation, hanging, strangulation
W44	Foreign body entering into or through eye or natural orifice
W20; only ages <20	Struck by thrown, projected or falling objects
W21, W50, W51	Striking against/by sports equip., BB gun, other person (in sports)
W22	Striking against or struck by other objects
W23	Caught, crushed, jammed or pinched in or between objects
W25-W29, (W31; only loc=.0-.2)	Contact with other an unspecified machinery, mowers, knives, etc.
W35-W36, W40	Explosion and rupture of boiler, gas cylinder
W39	Discharge of firework
X11-X19	Contact with heat and hot substances
W85-W87	Exposure to other specified or unspecified electric current
Y10-Y15 only age <5; Y16, Y19	Poisoning/exposure of undetermined intent: to drugs (<5), solvents, corrosives
Y17	Poisoning/exposure of undetermined intent to gases and vapors
Y20	Hanging, strangulation and suffocation, undetermined intent
Y21	Drowning and submersion, undetermined intent
Y26-Y27	Exposure to smoke, fire, steam, of undetermined intent