

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: REQ-4310-16-0242
 PAGE OF: 1 | 24
 2. CONTRACT NO.: CPSC-N-16-0003
 3. AWARD/EFFECTIVE DATE: 05/11/2016
 4. ORDER NUMBER:
 5. SOLICITATION NUMBER: CPSC-Q-16-0046
 6. SOLICITATION ISSUE DATE: 04/27/2016

7. FOR SOLICITATION INFORMATION CALL: Doris Kessler
 b. TELEPHONE NUMBER (No collect calls): 301-504-7037
 8. OFFER DUE DATE/LOCAL TIME: ET

9. ISSUED BY: CONSUMER PRODUCT SAFETY COMMISSION
 DIV OF PROCUREMENT SERVICES
 4330 EAST WEST HWY
 ROOM 523
 BETHESDA MD 20814
 CODE: FMPS
 10. THIS ACQUISITION IS:
 UNRESTRICTED OR
 SET ASIDE: % FOR:
 SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 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 (15 CFR 700):
 13b. RATING:
 14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: CONSUMER PRODUCT SAFETY COMMISSION
 DIV OF HAZARD & INJURY DATA SYS
 4330 EAST WEST HIGHWAY
 ROOM 604-26
 BETHESDA MD 20814
 CODE: EPDS
 16. ADMINISTERED BY: CONSUMER PRODUCT SAFETY COMMISSION
 DIV OF PROCUREMENT SERVICES
 4330 EAST WEST HWY
 ROOM 523
 BETHESDA MD 20814
 CODE: FMPS

17a. CONTRACTOR/OFFEROR: SCHEURER HOSPITAL INC
 170 NORTH CASEVILLE ROAD
 PIGEON MI 48755-0000
 CODE: [REDACTED]
 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.:

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
	DUNS Number: [REDACTED] HOSPITAL ID# 3V152035 COR: Randolph Mitchell PHONE: (301) 504-6962 EMAIL: rmittchell@cpsc.gov THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES FOR THE U.S. CONSUMER PRODUCT SAFETY COMMISSION, EPIDEMIOLOGY DATA SERVICE DEPARTMENT, IN ACCORDANCE WITH THE ATTACHED TERMS AND CONDITIONS: (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: 0100A16DSE-2016-1117900000-EXHR004310-252E0
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$9,900.00

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 1 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: [REDACTED]
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): Greg A. Grayson

30b. NAME AND TITLE OF SIGNER (Type or print): [REDACTED]
 30c. DATE SIGNED:
 31b. NAME OF CONTRACTING OFFICER (Type or print): Greg A. Grayson
 31c. DATE SIGNED: 11 May 2016

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	BASE CONTRACT JULY 1, 2016 THROUGH JUNE 30, 2017 Not To Exceed: 2,000 NEISS Surveillance Reports and Special Survey Reports in accordance with the attached statement of work.	2000	EA	4.66	9,320.00
0002	Not To Exceed: 500 NEISS Supplemental / Special Study Reports in accordance with the attached statement of work. The total amount of award: \$9,900.00. The obligation for this award is shown in box 26.	500	EA	1.16	580.00

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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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 (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		
		42c. DATE REC'D (<i>YY/MM/DD</i>)		42d. TOTAL CONTAINERS

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16. ATTACHMENT:
 - A. Expanded National Electronic Injury Surveillance System (NEISS)
Reporting Rule

STATEMENT OF WORK

NATIONAL ELECTRONIC INJURY SURVEILLANCE SYSTEM (NEISS)

1. DESCRIPTION OF SERVICES

The Contractor shall provide the Consumer Product Safety Commission (CPSC) with National Electronic Injury Surveillance System (NEISS) reports as specified in the contract line items and in accordance with the Performance Work Statement. These reports shall be coded and transmitted to CPSC via an encrypted personal computer supplied by the Government.

2. SERVICES AND PRICES

The Contractor shall provide pricing in accordance with Block 20, Schedule of Supplies/Services for all contract line item numbers.

3. CONTRACT TYPE

This is a fixed price, not to exceed contract for injury surveillance reports.

4. BACKGROUND

- A. The U.S. Consumer Product Safety Commission (CPSC) administers the Consumer Product Safety Act, the Flammable Fabrics Act, the Federal Hazardous Substances Act, the Poison Prevention Packaging Act, the Refrigerator Safety Act, and the Consumer Product Safety Improvement Act.
- B. The primary purpose of these acts is to protect the public against unreasonable risks of injury or death associated with consumer products. The Consumer Product Safety Act specifically states that the Commission will conduct research, studies, and investigations on the safety of consumer products and offer training in product safety investigation and test methods.
- C. The Commission collects information on injuries associated with consumer products by several data systems, including the National Electronic Injury Surveillance System (NEISS). This system consists of statistically selected hospitals that report information on product-associated emergency department cases to the Commission on a daily basis. Some hospitals use an employee to identify and code the relevant information and to transmit it electronically to CPSC via an encrypted personal computer provided by CPSC. Other hospitals elect to allow a third party to identify, code, and transmit the data. The data collected from the hospitals are compiled and provided to Commission analysts to identify consumer products that are associated with serious and/or prevalent injuries that are treated in hospital emergency departments. Since these data are collected from statistically selected hospitals, estimates can be projected to the national population as to the number and type of injuries involving individual consumer products. Manufacturers, distributors, retailers and consumers, as well as the Commission and other government agencies, use such data in de-identified form to assess the safety of consumer products, and to determine which products require further in-depth study to identify specific hazard patterns that may be associated with them.

D. When a product is selected for more in-depth study, the Commission supplements the basic emergency department data collected through the NEISS with a follow-up inquiry on selected injuries. In such a case, the victim's name, address and telephone number is obtained by the Commission from the hospital. The victim (or parent of child victim) is contacted and, with his/her consent, information about the product's use and causal factors is obtained. (Patient identification is destroyed by the Commission when the inquiry is completed.) By combining this information with the basic emergency department surveillance data, the Commission can better understand consumer product-related accidental injuries and evaluate specific hazard and injury patterns together with potential corrective actions.

E. The Consumer Product Safety Act provides that "No person shall be subject to civil liability to any person (other than the Commission or the United States) for disclosing information at the request of the Commission." 15 U.S.C. 2076(d).

5. OBJECTIVES

To provide the Commission with timely reports of consumer product-related injuries/deaths from the statistically selected hospitals who comprise the National Electronic Injury Surveillance System (NEISS). The reports, which provide the Commission the means for generating injury estimates of emergency visits for the United States and its territories, are used by the Commission:

- a) to study, analyze and investigate injuries associated with consumer products;
- b) to evaluate the effectiveness of regulations and standards, voluntary and mandatory, and other Commission actions (education programs, recalls, etc.), and
- c) to ascertain trends concerning new hazard/injury patterns.

6. PERFORMANCE WORK STATEMENT

Independently, and not as an agent of the U.S. Consumer Product Safety Commission (CPSC), the Contractor shall provide the personnel and facilities, except as provided in Section 11., GOVERNMENT FURNISHED MATERIALS/EQUIPMENT, necessary to electronically transmit, in a timely manner not to exceed 5 days, data on specified cases treated in the Contractor's emergency department.

A. NEISS SURVEILLANCED REPORTS

1. The Contractor shall establish a control system within the hospital to ensure that all consumer product-related physical injuries, injuries resulting in death, and dead-on-arrival cases, treated or otherwise processed by the hospital as emergency cases, will be reported to CPSC in the detail specified herein.
2. The Contractor shall review the hospital emergency case records in a timely manner, not to exceed 5 days, and code all "in-scope" cases as defined by the NEISS Coding Manual provided by the Government, and other categories of cases that CPSC may add on behalf of other Federal agencies.

3. The Contractor shall enter the coded information from the "in-scope" emergency department(s) cases to CPSC in a timely manner, not to exceed 5 days, into a personal computer. Transmission shall be via an encrypted personal computer supplied by CPSC and in accordance with the procedures specified by the CPSC. CPSC will provide the training and guidance on how to enter the data.
4. When the Contractor is notified by CPSC, by telephone or personal computer, that a specific transmitted case is one of the occasional cases selected for a follow-up inquiry, the Contractor shall supply the name, address and telephone number of the patient to the CPSC representative if the hospital allows such information to be supplied. No additional payment will be made to the Contractor for supplying this information. Follow-up inquiries will be performed by telephone or in person by representatives of CPSC or other Federal agencies. Such inquiries will only be performed on a small fraction of the Contractor's reported injury cases, i.e., approximately 1%. Patient identification information provided to CPSC will only be supplied to trained interviewers to permit them to gather additional etiologic or epidemiologic data about selected cases from the patient, relatives, or other individuals who might be aware of the detailed circumstances surrounding an injury. CPSC will keep the information as to identity of the victim confidential and remove patient identification information from reports and documents maintained by CPSC. CPSC will not supply patient identification information to other agencies without prior patient consent.

5. SPECIAL SURVEY REPORTS

CPSC may, from time to time, request the Contractor to temporarily provide additional information beyond that specified in the NEISS Coding Manual, (e.g., approximately 2 weeks before and after July 4th, CPSC requests the specific type of fireworks involved be noted in the narrative) in support of a special survey. Not more than six (6) special surveys will be conducted by CPSC during a one-year period. Cases identified as part of special surveys will not constitute more than 5 percent of the total product-related cases to be reported by the Contractor during the performance period. Instructions pertaining to each special survey will be sent to the Contractor approximately two (2) weeks in advance of each survey. Patient identification will not be required except for occasional cases selected for a follow-up inquiry as described in 6.A.4. CPSC will reimburse the Contractor for these special survey reports at the same price as regular Surveillance Reports.

6. ALL TRAUMA REPORTING

In order to provide information on ALL trauma injury cases seen/treated in the emergency department, the definition of in-scope cases is hereby broadened (see 6.A.2.). The Contractor shall report ALL trauma injury cases seen/treated in the emergency department, as described in the attached sheet entitled "Expanded National Electronic Injury Surveillance System (NEISS) Reporting Rule".

B. NEISS SUPPLEMENTAL/SPECIAL STUDY REPORTS

1. The Commission may enter into formalized agreements with other Federal agencies to collect and assemble information through the NEISS to carry out special inquiries on injuries that would be of particular interest to the other agency. In these instances, the definition of in-scope cases may be broadened and the Contractor shall code and transmit additional cases in accordance with additional coding instructions to be issued by the CPSC Contracting Officer Representative (COR).
2. Such additional cases shall contain the same data elements as required in Section 6.A., NEISS Surveillance Reports, but these reports may also require some additional data elements, e.g., symptoms, treatment, time of incident. The reporting of these additional data elements in a "2nd screen" will require an estimated 75% more time per case than NEISS Surveillance Reports.

C. ORIENTATION AND TRAINING

- a. CPSC will provide NEISS orientation and training to all involved Contractor personnel. CPSC will also provide technical instructions on case selection, coding, and reporting. The Contractor shall make available his/her personnel for basic training not to exceed 16 hours immediately after contract award and as personnel are replaced. This training will be provided at a site within the geographical area covered by the Contractor.
- b. The personnel responsible for coding and transmitting may be required to attend brief training seminars at a location other than their geographical area. Since these training seminars are designed to enhance the NEISS coder's reporting knowledge and skill, exemption from attendance will only be permitted for health or other significant reasons. Prior to such training seminars, the Contractor shall be notified in advance with specific details. CPSC will reimburse the Contractor for actual travel costs not to exceed those specified in the Federal Travel Regulations.

D. PERIODIC MEETINGS

The Contractor staff assigned to this contract shall arrange periodic meetings, at least quarterly, with hospital emergency department and other staff involved with the injury surveillance activity in order to promote effective injury reporting and awareness of product safety issues. Such meetings shall be planned and implemented in coordination with the hospital administration.

E. CONTRACTOR PERSONNEL

1. The Contractor shall be responsible for the continued and timely reporting of data as described in this document. Toward this end, the Contractor shall provide for back-up personnel to assume the function of NEISS reporting in the absence of the Contractor's regular designated personnel.
2. By performance of this agreement, the Contractor agrees that the Hospital has the right to approve or disapprove of the CPSC representative.

F. PERSONAL COMPUTER INSTALLATION

CPSC will provide the Contractor with an encrypted personal computer. If necessary, the Contractor shall arrange with local companies for the services or equipment specified by the CPSC Project Officer for connecting the computer to the internet. CPSC will reimburse the Contractor for the cost of installing or maintaining such services, if not already installed.

G. MONTHLY RECURRING COMMUNICATION CHARGES

The encrypted personal computer can be connected to existing internet service. If the Contractor and CPSC jointly agree that it is necessary to install a new service for this purpose, then CPSC will reimburse the Contractor for the actual monthly recurring charges.

H. SUPPLIES AND REPAIRS TO PERSONAL COMPUTER

- a. The Contractor shall contact CPSC for all necessary supplies and repairs to the personal computer. The Contractor will not be reimbursed for supplies and repairs acquired at the Contractor's own expense from private concerns unless the Contracting Officer approves such purchases or services in advance.
- b. If necessary, the Contractor may be required to package and ship the computer to a designated place for repairs. In such an event, CPSC will provide a replacement computer and pay for packaging materials and shipping costs at no expense to the Contractor.

7. PERIOD OF PERFORMANCE

Performance of work shall begin on July 1, 2016, and shall not extend beyond June 30, 2017.

8. PERFORMANCE ASSESSMENTS, PERFORMANCE STANDARDS AND INCENTIVES

A. MINIMUM STANDARDS - The Contractor shall meet the following standards:

1. Average lag between treatment and collection date shall not exceed five (5) days. Adjustment may be made for record access delay if confirmed and acceptable to CPSC.
2. Percent of cases with error messages shall not exceed 5%.
3. All treatment dates shall be accounted for with adequate number of cases reported or message that no in-scope cases were found.

B. OUTSTANDING STANDARDS - Outstanding performance is defined as meeting all of the following standards (for cases reported) for each month:

1. Average lag between treatment and collection date does not exceed three (3) days. (Adjustment may be made for record access delay if confirmed and acceptable to CPSC.)
2. Percent of cases with error messages shall not exceed 3%.
3. All treatment dates were accounted for with adequate number of cases reported or message that no in-scope cases were found.

- C. **INCENTIVES** - The Contractor will receive a bonus of 10 percent of the month's bill (for cases reported) for each month the Contractor has met all requirements for Outstanding Performance.
- D. Evaluation of performance will be made by CPSC within one month after the end of each quarter.

9. ACCEPTANCE OF DATA

- A. All data submitted to CPSC under this contract will be reviewed and edited by Commission personnel in the Division of Hazard and Injury Data Systems, Directorate for Epidemiology.
- B. Acceptance or rejection of data submitted shall be based on conformance with the NEISS Coding Manual or other coding instructions issued by CPSC, and the Performance Work Statement.
- C. Notice of approval/rejection will be transmitted by Commission personnel in the Division of Hazard and Injury Data Systems, Directorate for Epidemiology via the encrypted personal computer in the form of "NEISS Error Messages" to the Contractor. The Contractor shall correct and resubmit any rejected data to CPSC within three (3) working days after notice of rejection at no additional cost to the Government.

10. BILLING INSTRUCTIONS

- A. 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 OF1449 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.
 - 11. Contractors are encouraged to use CPSC form 271A (02/07) found in the

attachments. A copy of the invoice should be submitted electronically via e-mail to your NEISS representative at CPSC by using the first initial and last name of the NEISS representative @cpsc.gov (example: jdoe@cpsc.gov). This is a courtesy copy for CPSC records keeping only.

B. ORIGINAL VOUCHERS/INVOICES FOR PAYMENT 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 e-mail to:

9-AMC-AMZ-CPSC-NEISS@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 Enterprise Service Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, 405-954-7467.

C. 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 ESC at 405-954-6602 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 address (above) or 405-954-5351.

Customer Service inquiries may be directed to Maggie Wade at MWade@cpsc.gov.

11. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

A. The Government will furnish to the Contractor for use in connection with this contract the materials set forth below:

NEISS Coding Manual (January, 2015; revised annually)
NEISS Coding Sheets

Special Survey Instructions, as necessary
Additional Supplemental Surveillance Instructions, as necessary
Any revisions to the above materials
Personal encrypted computer

- B. All materials provided hereunder are for exclusive use in performance of this contract. Any such material not expended in performance of this contract shall be returned to CPSC upon completion of the contract.
- C. All other materials/equipment required in the performance of this contract, shall be furnished by the Contractor.
- D. The Contractor must ensure the physical security of the personal computer provided by the Government, including use of the lock provided.

12. LOCAL CLAUSES

LC 5 CONTRACTING OFFICER'S REPRESENTATION (COR) DESIGNATION

- a. The COR has been identified on page one of this contract.
- b. The CPSC COR is responsible for performing specific technical and administrative functions, including:
 - (1) performing technical evaluation as required;
 - (2) assisting the Contractor in the resolution of technical problems encountered during performance; 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; and
 - (3) inspection and acceptance of all items required by the contract.
- c. The COR, who may be personally liable for unauthorized acts, is not authorized to and shall not:
 - (1) make changes in scope of work, contract schedules, and/or specifications, or to make changes that affect price, quality, quantity or delivery,
 - (2) direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and
 - (3) make commitments or changes that affect price, or take any action that commits the Government or could lead to a claim against the Government.
- d. This delegation is not redelegable and remains in effect during the period of performance of the contract.
- e. 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.

LC35 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 of the not to exceed amount indicated by the applicable line item, nor is the Contractor entitled to perform work and expect reimbursement beyond that amount, without approval of the Contracting Officer. The COR must provide the Contracting Officer with a revised quantity, "Not to Exceed" total, and funding to process a modification to the contract. The Contractor is not authorized to invoice and/or receive payment for additional work above the specified contract total without receipt of a formal, written modification to the contract.

13. SPECIAL CLAUSES

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.

SEAT BELT USE

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

52.232-18 AVAILABILITY OF FUNDS (Apr 1984)

The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

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

(a) Definitions. As used in this provision—

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

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award

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

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

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

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

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

(4) The Government has marked the record “Active”.

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

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

14. 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)

15. 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items (Mar 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 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (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 (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Oct 2015) 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).
- ___ (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 (Feb 2016) (E.O. 13126).
- X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- X_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- X_ (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).
- ___ (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).

X_ (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)(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.

__ (37)(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.

__ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

__ (39)(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_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

__ (42)(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.

__ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__ (44) 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).

__ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X_ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (54)(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 (Oct 2014) (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 (Apr 2015) (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)

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

___(B) 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 (Jul 2013) (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)

16. ATTACHMENT:

A. Expanded National Electronic Injury Surveillance System (NEISS) Reporting Rule

ATTACHMENT A

**Expanded National Electronic Injury
Surveillance System (NEISS) Reporting Rule**

Please Report:

- ❖ **All injuries and poisonings treated in your emergency department**

- ❖ **Illnesses associated with consumer products or recreational activities**

- ❖ **Illnesses apparently caused by work-related experiences**

- ❖ **Illnesses apparently caused by medical devices**

HIPAA Business Associate Addendum

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (the "Addendum") is entered into effective _____ by and between, _____ ("Business Associate") and _____, on behalf of itself and its affiliates, if any (individually and collectively, the "Covered Entity") and adds to the underlying agreement _____ dated _____ (the "Agreement") entered into between Business Associate and Covered Entity.

Pursuant to the Agreement, Business Associate may perform functions or activities on behalf of Covered Entity involving the use, disclosure, transmission, or maintenance of protected health information created or received by Business Associate on behalf of Covered Entity ("PHI"). Therefore, if Business Associate is functioning as a business associate to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Addendum.

1. **Definitions.** For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").
2. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.
3. **Permissible Use and Disclosure of PHI.** Business Associate may use and disclose PHI as necessary to carry out its duties to Covered Entity pursuant to the terms of the Agreement and as required by law. [Optional: Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.]
4. **Limitations on Use and Disclosure of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by this Addendum or that would violate Subpart E of 45 CFR 164 ("Privacy Rule") if done by Covered Entity. Business Associate is not authorized to create de-identified information from PHI. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of

the Privacy Rule and consistent with Covered Entity's minimum necessary policies and procedures.

5. **Required Safeguards To Protect PHI.** Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.
6. **Reporting to Covered Entity.** Business Associate shall immediately report to Covered Entity: (a) any use or disclosure of PHI not provided for by this Addendum of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 CFR Subpart D of 45 CFR 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. Business Associate shall cooperate with Covered Entity's investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.
7. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum, including, but not limited to, compliance with any state law or contractual data breach requirements.
8. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.
9. **Access to PHI.** Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 CFR 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
10. **Amendment of PHI.** Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 CFR 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
11. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 and HITECH.

12. **Accounting of Disclosures.** Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 CFR 164.528 and HITECH.
13. **Other Obligations.** To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to Covered Entity in the performance of such obligations.
14. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate's response to such request. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request.
15. **Availability of Books and Records.** Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
16. **Breach of Contract by Business Associate.** In addition to any other rights Covered Entity may have in the Agreement, this Addendum or by operation of law or in equity, Covered Entity may: i) immediately terminate the Agreement if Covered Entity determines that Business Associate has violated a material term of this Addendum; or ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights Covered Entity has in the Agreement, this Addendum or by operation of law or in equity.
17. **Effect of Termination of Agreement.** Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section.
18. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
19. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines,

costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from Business Associate's breach of its obligations under this Addendum, the HIPAA Rules, or relating to its use, disclosure, or safeguarding of PHI.

- 20. **Exclusion from Limitation of Liability.** To the extent that Business Associate has limited its liability under the terms of the Agreement, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations under this Addendum, the HIPAA Rules, or relating to its use, disclosure, or safeguarding of PHI.
- 21. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of Covered Entity.
- 22. **Third Party Rights.** The terms of this Addendum do not grant any rights to any parties other than Business Associate and Covered Entity.
- 23. **Independent Contractor Status.** For the purposes of this Addendum, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.
- 24. **Changes in the Law.** The parties shall amend this Addendum to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, and the HIPAA Rules .
- 25. **Conflicts.** If there is any direct conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

BUSINESS ASSOCIATE:

COVERED ENTITY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____