CONSUMER PRODUCT SAFETY COMMISSION
DIV OF PROCUREMENT SERVICES
4330 EAST WEST HWY
ROOM 523
BETHESDA MD 20814

7. FOR SOLICITATION INFORMATION CALL:
Derrick Braswell
(301) 524-7310

8. ISSUED BY
CONSUMER PRODUCT SAFETY COMMISSION
DIV OF PROCUREMENT SERVICES
4330 EAST WEST HWY
ROOM 523
BETHESDA MD 20814

11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
12 DISCOUNT TERMS
Net 30

15 DELIVER TO
CONSUMER PRODUCT SAFETY COMMISSION
DIV OF HAZARD & INJURY DATA SYS
4330 EAST WEST HIGHWAY
ROOM 502B
BETHESDA MD 20814

BETHESDA NORTH MARRIOTT HOTEL CONFERENCE
5701 MARINELLI RD
NORTH BETHESDA MD 20852-2785

17a CONTRACTOR/ OFFEROR
CODE

18a PAYMENT WILL BE MADE BY
CPSC Accounts Payable Branch
ANZ 160
P. O. Box 25710
Oklahoma City OK 73125

19 SCHEDULE OF SUPPLIES/SERVICES
DUNS Number: [redacted]
Contract Officer Representative: Julie Ross
Email: JRoss@cpsc.gov
Tel: 301-504-7840

The contractor shall provide hotel lodging, meeting rooms and AV equipment for Consumer Product Safety Commission effective July 24, 2017 through July 27, 2017 in accordance with the attached Statement of Work (SOW) and terms and (Use Reverse and/or Attach Additional Sheets as Necessary)

26 TOTAL AWARD AMOUNT (For Govt. Use Only)
$53,098.29

31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31b NAME OF CONTRACTING OFFICER (Type or print)
Cassandra C. Sterba

31c DATE SIGNED
5-25-17

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>0001</td>
<td>Hotel sleeping rooms, meeting room and AV equipment.</td>
<td>1</td>
<td>LO</td>
<td>53,098.29</td>
<td>53,098.29</td>
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The total amount of award: $53,098.29. The obligation for this award is shown in box 26.
STATEMENT OF WORK
NEISS Coder Conference/Training Seminar

I. BACKGROUND

The U.S. Consumer Product Safety Commission (CPSC) is seeking a facility to hold two National Electronic Injury Surveillance System (NEISS) Coder Training Seminars during the period of July 24, 2017 through July 27, 2017 in Montgomery County, Maryland. One NEISS Coder Training Seminar will be for NON-TRAUMA coders; the second will be for ALL-TRAUMA coders. While the audiences are different for both of these NEISS Seminars, there will be overlap on one day.

a) The NON-TRAUMA seminar will have approximately 60-75 attendees.
b) The ALL-TRAUMA seminar will have approximately 75-100 attendees.
c) The percentage of federal v. contractor attendees for both seminars is expected to be about 40% federal (CPSC and non-CPSC) staff and 60% CPSC contractor staff.

II. OBJECTIVE

The CPSC staff is conducting biennial NEISS training for NEISS hospital coders. This training seminar provides a unique opportunity for the exchange of information regarding the latest NEISS coding procedures to a wide audience of coders. In addition to presentations by CPSC staff, guest speakers from our partner agencies (including, but not limited to, CDC, FDA, and NIOSH) will also be presenting pertinent coding information to the coders.

III. AUTHORITY

The Consumer Product Safety Act requires the maintenance of a National Injury Information Clearinghouse “to collect, investigate, analyze and disseminate injury data and information relating to the causes and prevention of death, injury and illness associated with consumer products...” (CPSA, Section 15 U.S.C. § 2054(a)(1)).

IV. CONTRACT TYPE

This is firm fixed price contract for the services incurred and described in the Description of Work.

V. DESCRIPTION OF WORK

Independently, and not as an agent of the government, the Contractor shall provide all labor, material and equipment necessary to meet the requirements of the contract.

All of the following criteria are mandatory in the selection process.

The Contractor shall provide the following:
The location of the contractor, hereinafter the “hotel,” shall be in Montgomery County, Maryland, within 7.5 miles driving distance of CPSC Headquarters in Bethesda, MD.

The location of the hotel shall be within 0.2 miles walking distance of a Metro Station between the Friendship Heights Metro Station and the Twinbrook Metro Station, on the “Red Line.” The walking distance shall be calculated using safe hard surface pedestrian walkways/pathways and legal crossing locations. For purposes of this contract, pedestrian crossing locations controlled by stop signs with marked crosswalks or traffic signals with marked crosswalks and pedestrian signals will be considered safe (in comparison to unmarked crosswalks or uncontrolled intersections). This distance shall be from one of the hotel building’s entrances to the Metro Station entrance, not to the edge of Metro property.

The hotel shall offer ample, secured parking for all attendees (both hotel guests and local attendees) who drive to the facility location.

The hotel shall provide hotel sleeping rooms at the government rate and tax exempt up to the maximum for each of the following nights:

- July 24 (Monday) – 45 sleeping room maximum
- July 25 (Tuesday) – 75 sleeping room maximum
- July 26 (Wednesday) – 60 sleeping room maximum
- July 27 (Thursday) – 45 sleeping room maximum

These numbers of hotel sleeping rooms are an estimate; an actual hotel sleeping room number shall be provided pursuant to the below paragraph.

The final rooming list for hotel sleeping rooms shall be provided to the hotel by CPSC by 5:00 pm on Tuesday July 18, 2017. The rooming list shall be provided by CPSC to the hotel in an excel spreadsheet. Any rooms canceled before 5:00 pm on July 18, 2017 shall result in no additional cost to the government. The government rate shall apply to any additional rooms CPSC requests after that date.

The hotel shall provide meeting space on July 25-26-27, 2017. The meeting space shall be available to CPSC between 7:00 am and 6:00 pm on July 25-26-27, 2017. The meeting space shall be secured overnight by the hotel.

The meeting space shall be amphitheater-style seating OR classroom-style seating for up to 100 people. Preference is given for amphitheater-style seating, defined as seating with flip-up desktops that is arranged in sloping tiers or risers so that attendees in the back can see over the heads of those in front; without obstructed view. If classroom-style seating, the room must be arranged horizontally (across the width of the room rather than the length of the room) so that the rows are wide, rather than long and narrow. This will enable all attendees to more easily see to the front of the room.

There shall be internal access to the meeting space from the hotel (i.e., attendees shall not need to go outside into the elements to access the meeting room).

The meeting package room setup requirements shall include but not be limited to:
• Head table with three (3) chairs;
• Two (2) push-to-talk microphones;
• Podium with microphone;
• Wireless microphone with stand;
• Computer data display package to include projector, projection stand, screen, and all necessary wires/cable/power cords, plus set up and removal (CPSC shall provide the laptop computer);
• Functional Internet connection in the meeting room as well as directly outside the meeting room; and
• One registration table and two chairs directly outside the meeting room for use by a CPSC on-site meeting coordinator.

The hotel shall provide a kiosk or café where attendees may purchase refreshments, at no additional cost to the government, at the discretion of the hotel.

The hotel shall provide a minimum of two functional Internet connections for concurrent in the meeting room and at the registration table.

VI. CONTRACTING OFFICER REPRESENTATIVE (COR)

The COR for this Procurement is: Julie Ross

VII. PERIOD OF PERFORMANCE:

The period of performance for this contact shall commence on July 24, 2017 to July 27, 2017.

VIII. TAXES, FEES AND SURCHARGES

1. The Federal Government is exempt from paying taxes. The tax-exempt number is 30005004. If your state or municipality has any taxes or fees that you consider applicable despite the Federal Government’s general exemption status, you must identify them and include them in your proposal.

2. Proposal for lodging, meeting room space, food and beverage and audio visual rentals must include all taxes, surcharges, and fees. Any charges not identified in a proposal shall not be considered or authorized.
LC1A CONTRACTOR'S NOTE

Deliveries and/or shipments shall not be left at the Loading Dock. All deliveries shall be considered “inside deliveries” to the appropriate room at the Consumer Product Safety Commission (CPSC) and in accordance with the instructions below. When scheduling deliveries the purchase order number shall always be referenced and all packages shall clearly display the Purchase Order Number on the outside of the cartons and/or packages, to include the packing slip.

ATTENTION GOVERNMENT VENDOR

A. DELIVERY INSTRUCTIONS:

1. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

If the shipment or item being delivered requires use of a loading dock, advance notification is required. The contractor shall contact the Shipping and Receiving Coordinator at 301-892-0586 or Constantia Demas (301) 504-7544 forty-eight (48) hours in advance of the date the items are to arrive to schedule use of the loading dock.

LOADING DOCK HOURS OF OPERATION:

9:00 am to 11:00 am or 1:30 pm to 4:00 pm
Monday through Friday (except holidays)

Please notify contact person if there is a change in the delivery date. For changes, delays, or assistance please contact CPSC as follows:

Facilities Management Support Services (301) 504-7091 and

The COR – See page 1 of award

Upon arrival, the driver should contact the CPSC Guard, 301-504-7721, at the loading dock to obtain assistance in using freight elevators and to gain access to CPSC security areas.

2. DELIVERY INSTRUCTION FOR SMALL ITEMS

When delivering or shipping small items, the contractor and/or carrier service shall report to the 4th floor lobby, North Tower, 4330 East West Highway, to sign in with the CPSC guard. Upon completion of signing in, the contractor shall deliver all shipments to the Mail Room, Room 410. After delivery, delivery personnel shall promptly depart the building.

MAIL ROOM HOURS OF OPERATION:

Monday through Friday (except holidays) – 7:30 am to 5:00 pm
B. 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. For Contracts on Form OF347 - The contract or purchase order number on the Form OF347 shall include the purchase order number indicated in blocks #2 and #3.

6. For Contract on Form SF1449 - The contract or purchase order number on the Form SF1449 shall include the purchase order number and /or Task number indicated in blocks #2 and #4. For Example: CPSC-D-17-0012/0003

7. Description, price and quantity of goods or services actually delivered or rendered.

8. Shipping cost terms (if applicable).

9. Payment terms.

10. Other substantiating documentation or information as specified in the contract or purchase order.

11. 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:**

PREFERRED: Via email to:

9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov

OR
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, 9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov.

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 9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov or at the U.S. Mail and Fedex addresses listed above:

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

Customer Service inquiries may be directed to Adriane Clark at AClark@cpsc.gov.

D. INSPECTION & ACCEPTANCE PERIOD

Unless otherwise stated in the Statement of Work or Description, the Commission will ordinarily inspect all materials/services within seven (7) working days after the date of receipt. The CPSC representative responsible for inspecting the materials/services will transmit disapproval, if appropriate, to the contractor and the contract specialist listed below. If other inspection information is provided in the Statement of Work or Description, it is controlling.

E. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Derrick Braswell, Contract Specialist at (301) 594-7310
F. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

The Purchase Order/Receiving Report (Optional Form 347 or Standard Form 1449) must be completed at the time the ordered goods or services are received. Upon receipt of the goods or services ordered, each item should be inspected, accepted (partial or final) or rejected. The Purchase Order/Receiving Report must be appropriately completed, signed and dated by the authorized receiving official. In addition, the acceptance block shall be completed (Blocks 32 a, b & c on the SF 1449 and column G and page 2 of the OF 347).

The receiving report shall be retained by the requesting office for confirmation when certifying invoices.

G. PROPERTY/EQUIPMENT PURCHASES

In the case of Purchase Orders/Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Purchase Order/Receiving Report must also be immediately forwarded directly to the Property Management Officer (Constantia Demas) in the Facilities Management Support Services Branch (Room 425). The transmittal of Purchase Orders/Receiving Reports to the property management officer is critical to the integrity and operation of CPSC’s Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (JAN 2017)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(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.]
(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).
(5) [Reserved].
(10) [Reserved].
(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).
(13) [Reserved]}
(16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
(17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(c)).
(19) 52.219-14, Limitations on Subcontracting (Jan 2017) (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
(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C.
652(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)).
(26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O.
13126).
(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
(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
(33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and
E.O. 13627).
(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989).
(Not applicable to the acquisition of commercially available off-the-shelf items or certain other
types of commercial items as prescribed in 22.1803.)
(35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at
$50 million for solicitations and resultant contracts issued from October 25, 2016 through April
24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).
Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined
indefinitely as of the date of the order. The enjoined paragraph will become effective immediately
if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document
in the Federal Register advising the public of the termination of the injunction.
(36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
(37)(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)(iii)). (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.)
(iii) Alternate II (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(B)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
(iv) Alternate III (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(A)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
(iii) Alternate II (Jan 2014) of 52.223-13.
(iv) Alternate III (Jun 2014) of 52.223-13.

(41)(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.


(43)(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 (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

(ii) Alternate I (JAN 2017) of 52.224-3.


(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.


X (51) 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).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).


X (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).


(61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).


(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).


_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42
_ (11) 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—


(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
(Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing
Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent
appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)),
in all subcontracts that offer further subcontracting opportunities. If the subcontract (except
subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any
public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer
subcontracting opportunities.
(iv) 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.
(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
(x) 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.
(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at $50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016)).

(B) Alternate I (Jan 2017) of 52.224-3.


(xxii) 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.
(xxiii) 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.
CPSC Contracting Officer Representative (COR) Designation Letter

COR Name: Julie Ross  
CPSC Contract No.: CPSC-S-17-0029

A. DESIGNATION OF COR

You are hereby authorized and designated as the Contracting Officer Representative (COR) for the contract indicated above. This letter confirms that you are a government employee and are certified as a COR in accordance with the current Office of Management Budget memorandum on the Federal Acquisition Certification for Contracting Officer Representatives (FAC-COR) guidance. As the COR you shall maintain the appropriate certification level as described in CPSC Directive No. 1521.1. This designation is not redelegable. As the designated COR, you may be personally liable for unauthorized acts. This designation is valid throughout the contract period cited in the contract.

B. COR LIMITATIONS

As the COR, you have no authority to make any commitments or changes that affect price, quality, quantity, delivery or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions.

C. COR DUTIES AND RESPONSIBILITIES

The COR is generally responsible for the technical and administrative functions with regard to a contract. The list of duties below is a non-exhaustive list of activities that fall within the COR’s responsibilities.

1. Develop the contract specifications and/or performance work statement in such a manner as to promote competitive procurement actions.
2. Coordinate with the program office to ensure that technical requirements are incorporated into the resulting contract specifications and/or performance work statement.
3. Identify measurable performance objectives.
4. Identify potential contractors.
5. Perform technical evaluations as required.
6. Arrange for any required government-furnished equipment or facilities.
7. Ensure that the contractor has any necessary clearances to access the facility and data required by the contract.
8. Monitor and document contractor technical performance to assure that the contract terms and conditions are fully met and within the scope of the contract.
9. Inform the Contracting Officer when a contractor has not met contract requirements and coordinate with the Contracting Officer on any required corrective action.
10. Assist the Contracting Officer in the resolution of technical problems encountered during performance.
11. Submit performance reports in accordance with the Contractor Performance Assessment Reporting System (CPARS) requirements and agency policy.
12. Ensure that any requested changes to the resulting contract are formally effected by a written modification issued by the Contracting Officer before the contractor proceeds with the changes.
13. Perform inspection, acceptance or rejection of all deliverables in accordance with the terms of the contract.
14. Review and approve or disapprove the contractor requests for payment (invoice) to ensure that the invoice accurately reflects the service completed or product received in accordance with the requirements of the contract.
15. Maintain a contract working file that includes this designation letter, a copy of the contract award, modifications, correspondence, records of inspection, performance meetings, invoices and other documents describing the COR’s duties, responsibilities and actions.
16. Engage in other duties as assigned by the Contracting Officer in accordance with FAR 1.602-2 and 1.604 and CPSC Directive No. 1521.1.

D. STANDARDS OF CONDUCT AND CONFLICTS OF INTEREST

As the COR you are responsible for protecting the U.S. Government’s interests, while supporting its reputation for fair and equal dealings with all partners, including contractors. Therefore, if you have any direct or indirect financial interests that may place you in a position where there is a conflict between your private interests and the public interest of the United States, you must immediately inform your supervisor, the Contracting Officer and the Office of General Counsel.
E. ACKNOWLEDGMENT:

I hereby accept this appointment and acknowledge my Duties and Responsibilities as COR.

JULIE ROSS

Contracting Officer Representative

5/25/2017

Date:

Contracting Officer

5-25-2017

Date: