

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 5

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

1. DATE OF ORDER 04/04/2013		2. CONTRACT NO (If any) CPSC-A-13-0002		6 SHIP TO:	
3. ORDER NO.		4. REQUISITION/REFERENCE NO. REQ-4310-13-0236		a. NAME OF CONSIGNEE CONSUMER PRODUCT SAFETY COMMISSION	
5 ISSUING OFFICE (Address correspondence to) CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814				b. STREET ADDRESS DIV OF HAZARD & INJURY DATA SYS 4330 EAST WEST HIGHWAY ROOM 506	
c. CITY BETHESDA		d. STATE MD	e. ZIP CODE 20814		
7 TO: GERALDINE HARRIS				f. SHIP VIA	
a. NAME OF CONTRACTOR STATE HEALTH SERVICES TEXAS DEPARTMENT OF				8. TYPE OF ORDER	
b. COMPANY NAME				<input checked="" type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 1100 WEST 49TH STREET VITAL STATISTICS				REFERENCE YOUR:	
d. CITY AUSTIN				e. STATE TX	
				f. ZIP CODE 78756-3101	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE CONSUMER PRODUCT SAFETY COMMISSION	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	Destination
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM	<input type="checkbox"/> h. EDWOSB			
13. PLACE OF		14. GOVERNMENT B/I L. NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple	16. DISCOUNT TERMS Net 30
a. INSPECTION Destination	b. ACCEPTANCE Destination				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 807391511 COR: Mark Edwards PHONE: (301) 504-7510 EMAIL: medwards@cpsc.gov Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO						
a. NAME CPSC Accounts Payable Branch						\$11,000.00
b. STREET ADDRESS (or P.O. Box) AMZ 160 P.O. Box 25710						
c. CITY Oklahoma City		d. STATE OK	e. ZIP CODE 73125			\$11,000.00

22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) Doris B. Kessler TITLE: CONTRACTING/ORDERING OFFICER	
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▶ PRISM ONLY

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 04/04/2013	CONTRACT NO. CPSC-A-13-0002	ORDER NO.
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814 Accounting Info: 0100A13DSE 2013 1128200000 EXHR004310 252E0 Period of Performance: 10/01/2012 to 09/30/2013					
0001	NOT TO EXCEED ALL DEATH CERTIFICATES IN SPECIFIED CATEGORIES SHALL BE SUBMITTED FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013.	550	EA	20.00	11,000.00	
0002	NOT TO EXCEED COMPUTER PRINTOUT(S) IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013. OPTION PERIOD 1 - OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014	1	BT	0.00	0.00	
0003	NOT TO EXCEED ALL DEATH CERTIFICATES IN SPECIFIED CATEGORIES SHALL BE SUBMITTED FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014. Amount: \$11,000.00 (Option Line Item) Accounting Info: 0100A13DSE-2014-1128200000-EXHR004310- 252E0 \$0.00 (Subject to Availability of Funds)	550	EA	20.00	0.00	
0004	NOT TO EXCEED COMPUTER PRINTOUT(S) IN ACCORDANCE WITH Continued ...	1	BT	0.00	0.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$11,000.00	

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

04/04/2013

CPSC-A-13-0002

ITEM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
(a)	(b)	(c)	(d)	(e)	(f)	(g)
	THE ATTACHED STATEMENT OF WORK FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014. Amount: \$0.00 (Option Line Item) Accounting Info: 0100A14DSE-2014-1128200000-EXHR004310-252E0 \$0.00 (Subject to Availability of Funds) OPTION PERIOD 2 - OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015					
0005	NOT TO EXCEED ALL DEATH CERTIFICATES IN SPECIFIED CATEGORIES SHALL BE SUBMITTED FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015. Amount: \$11,000.00 (Option Line Item) Accounting Info: 0100A14DSE-2014-1128200000-EXHR004310-252E0 \$0.00 (Subject to Availability of Funds)	550	EA	20.00	0.00	
0006	NOT TO EXCEED COMPUTER PRINITOUT(S) IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015. Amount: \$0.00 (Option Line Item) Accounting Info: 0100A15DSE-2015-1128200000-EXHR004310-252E0 \$0.00 (Subject to Availability of Funds) OPTION PERIOD 3 - OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016 Continued ...	1	BT	0.00	0.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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

DATE OF ORDER 04/04/2013
CONTRACT NO. CPSC-A-13-0002

ORDER NO.

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0007	<p>NOT TO EXCEED</p> <p>ALL DEATH CERTIFICATES IN SPECIFIED CATEGORIES SHALL BE SUBMITTED FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016.</p> <p>Amount: \$11,000.00 (Option Line Item)</p> <p>Accounting Info: 0100A15DSE-2015-1128200000-EXHR004310-252E0 \$0.00 (Subject to Availability of Funds)</p>	550	EA	20.00	0.00	
0008	<p>NOT TO EXCEED</p> <p>COMPUTER PRINITOUT(S) IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016.</p> <p>Amount: \$0.00 (Option Line Item)</p> <p>Accounting Info: 0100A16DSE-2016-1128200000-EXHR004310-252E0 \$0.00 (Subject to Availability of Funds)</p> <p>OPTION PERIOD 4 - OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017</p>	1	BT	0.00	0.00	
0009	<p>NOT TO EXCEED</p> <p>ALL DEATH CERTIFICATES IN SPECIFIED CATEGORIES SHALL BE SUBMITTED FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017.</p> <p>Amount: \$11,000.00 (Option Line Item)</p> <p>Accounting Info: 0100A16DSE-2016-1128200000-EXHR004310-252E0 \$0.00 (Subject to Availability of Funds)</p>	550	EA	20.00	0.00	
0010	<p>NOT TO EXCEED</p> <p>Continued ...</p>	1	BT	0.00	0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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

DATE OF ORDER 04/04/2013	CONTRACT NO. CPSC-A-13-0002	ORDER NO.
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>COMPUTER PRINITOUT(S) IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK FOR DEATHS OCCURRING DURING, OR REQUESTED FOR, THE PERIOD OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017. Amount: \$0.00 (Option Line Item)</p> <p>Accounting Info: 0100A17DSE-2017-1128200000-EXHR004310-252E0 \$0.00 (Subject to Availability of Funds)</p> <p>The total amount of award: \$55,000.00. The obligation for this award is shown in box 17(i).</p>					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

CPSC-A-13-0002
COOPERATIVE AGREEMENT
Between The
Texas Department of State Health Services
Vital Statistics
And The
U. S. Consumer Product Safety Commission

A. BACKGROUND INFORMATION:

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

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

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

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

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

B. OBJECTIVE

The objective of the Death Certificate Project is to provide the Commission with timely information of deaths caused by or related to consumer products under the jurisdiction of CPSC. The collection of such data by either death certificates or

electronic death data is essential to analysis of the hazards of particular products, and in evaluating trends on product-related deaths.

C. STATEMENT OF WORK

Independently, and not as an agent of the Government, the Texas Department of State Health Services (DSHS), herein referred to as PERFORMING AGENCY, shall furnish all necessary personnel, materials, services, and facilities to conduct the work set forth below:

1. If the PERFORMING AGENCY provides death certificates:
 - a. The PERFORMING AGENCY shall collect and furnish copies of all death certificates as specified in Line Items 1-9 (odd numbers) . These death certificates are classified under specific external cause of death codes (ICD-10 Codes), as set forth in Attachment A for Fiscal Year 2013, for deaths occurring during or requested for, the applicable period in which the death occurred in the PERFORMING AGENCY'S jurisdiction. The search for ICD-10 codes will including underlying and contributing causes of death. Copies of death certificates as specified in Items 1-9 do NOT have to be certified. The PERFORMING AGENCY shall clearly mark the underlying or contributing ICD-10 Code requested on all death certificates submitted. These codes have been selected because of the likelihood that consumer products of interest to the Commission, herein referred to as the RECEIVING AGENCY, may be involved.
 - b. The PERFORMING AGENCY shall provide the RECEIVING AGENCY with a copy of a computer printout if such printout is generated in identifying death certificates that meet the selection criteria contained in this agreement (Line Items 2-10) (even numbers), with each group/batch (BT) of certificates submitted. The listing shall include, as a minimum, the underlying and contributing ICD-10 Codes and death certificate number, and shall cover the time period of the batch submitted.
 - c. Copies of death certificates, other than those specified in Attachment A for Fiscal Year 2013, are NOT required. PAYMENT WILL ONLY BE MADE FOR THOSE CERTIFICATES WHOSE ICD-10 CODES ARE LISTED IN ATTACHMENT A FOR FISCAL YEAR 2013.
 - d. The RECEIVING AGENCY will protect the confidentiality of the certificates and the personally identifying information contained therein. No certificate or electronic death data file will be released to the public. Only non-identifying coded information will be released to the public under a FOIA request or in reports produced by CPSC staff.

2. If the PERFORMING AGENCY provides electronic death data:

- a. The PERFORMING AGENCY shall collect and furnish to CPSC electronic data as specified in Line Items 1-9 (odd numbers) . These data are classified under specific external cause of death codes (ICD-10 Codes), as set forth in Attachment A for Fiscal Year 2013, for deaths occurring during or requested for, the applicable period in which the death occurred in the PERFORMING AGENCY'S jurisdiction. The search for ICD-10 codes will including underlying and contributing causes of death. The PERFORMING AGENCY shall clearly mark the underlying or contributing ICD-10 Code requested on all death data submitted. These codes have been selected because of the likelihood that consumer products of interest to the Commission may be involved.
- b. Death data, other than specified in Attachment A for Fiscal Year 2013 are NOT required. PAYMENT WILL ONLY BE MADE FOR DEATHS WHOSE ICD-10 CODES ARE LISTED IN ATTACHMENT A FOR FISCAL YEAR 2013.
- c. The RECEIVING AGENCY will protect the confidentiality of the certificates and the personally identifying information contained therein. No certificate or electronic death data file will be released to the public. Only non-identifying coded information will be released to the public under a FOIA request or in reports produced by CPSC staff.

Data files shall NOT be used for any purpose other than that specifically set forth above and shall be deleted after serving the purpose set forth above.

- d. The RECEIVING AGENCY will acknowledge that data files may not be matched in the process instituted by RECEIVING AGENCY due to
 - 1) Occasional errors on the face of the death certificate; and
 - 2) Normal key-entry errors (see ACCEPTANCE PERIOD).

D. AGREEMENT PERIOD

This Agreement is effective upon signature of both parties and commences October 1, 2012, and shall continue through September 30, 2013, unless the period is extended by modification to this Agreement, or the latest delivery of death certificates for deaths which occurred during or requested for, the effective period (October 1, 2012 through September 30, 2013), whichever is later. Option year performance periods shall be as indicated in the Statement of work, if exercised.

Modification of this Agreement shall be by mutual consent of the parties; however, if either party desires to terminate this Agreement, a written notice to the other party shall be forwarded and received thirty (30) days in advance of the desired termination date.

E. PRIVACY ACT

This Agreement does not require PERFORMING AGENCY to maintain a system of records as defined in the Privacy Act of 1974. More specifically, the PERFORMING AGENCY is not required to, and agrees not to, maintain any system of records for or on behalf of the RECEIVING AGENCY, 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.

F. PRICE

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

If the PERFORMING AGENCY submits death certificates and uses a computer printout to generate the list of death certificates, the PERFORMING AGENCY will be reimbursed for computer printout batches (BT) at the price stated in Line Items 2-10 (even numbers) of this Agreement.

G. ECONOMIC PRICE ADJUSTMENT

- a. The PERFORMING AGENCY warrants that the unit price stated in the Schedule for Line Items 1-9 (odd numbers) are not in excess of the PERFORMING AGENCY'S applicable established price in effect on the Agreement date for like quantities of the same item. The term "established price" means the price that the State has established as the statutory rate which is paid for a single certificate.
- b. The PERFORMING AGENCY shall promptly notify the Contracting Officer of the amount and effective date of any increases or decreases in the statutory rate.
- c. Revisions in established Agreement price shall be effective on the date that the State publishes revised current, statutorily set single certificate rates.

- d. The unit price of this Agreement will be modified upon verification of revision of the established price for the certificate rate.

H. DELIVERY

- a. If the PERFORMING AGENCY provides death certificates:

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

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

- b. If the PERFORMING AGENCY provides electronic death data:

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

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

OR

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

I. NOT TO EXCEED

This Agreement 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 Agreement. The total expended amount under the Agreement shall not exceed the grand total, nor is the PERFORMING AGENCY entitled to perform work and expect reimbursement beyond that amount, without approval of the contracting officer. The Contracting Officer Representative (COR) must provide the Contracting Officer with a revised quantity, "Not to Exceed" total, and funding to process a modification to the Agreement. The PERFORMING AGENCY is not authorized to invoice and/or receive payment

for additional work above the specified Agreement total without receipt of a formal, written modification to the Agreement.

J. CONTRACTING OFFICER REPRESENTATIVE (COR)

FOR CPSC:
Mark Edwards
(301) 504-7510

FOR TX DEPT. OF STATE HEALTH SVC
Geraldine Harris
(512) 458-7721

K. COMPENSATION

RECEIVING AGENCY will reimburse PERFORMING AGENCY the estimated total amount of \$12,000.00 for services rendered pursuant to this Agreement. This amount is for the following:

<u>Item</u>	<u>Supplies/Services</u>	<u>Quantity</u> (Estimated)	<u>Unit Price</u>	<u>Amount</u>
1	Collection and duplication of Death Certificates	550 ea.	\$20.00	\$11,000.00
2	Computer Printout(s)	1 BT	-0-	-0-

Option Periods:

First option period:

Items 3-4: 10/01/13 thru 09/30/14 – quantity and unit price remains unchanged

Second option period:

Items 5-6: 10/01/14 thru 09/30/15 – quantity and unit price remains unchanged

Third option period:

Items 7-8: 10/01/15 thru 09/30/16 – quantity and unit price remains unchanged

Fourth option period:

Items 9-10: 10/01/16 thru 09/30/17 – quantity and unit price remains unchanged

L. ACCOUNTING AND APPROPRIATION DATA

0100A13DSE 2013 1128200000 EXHR004310 252E0

M. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted

on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. Do NOT include Taxpayer Identification Number (TIN) on invoices sent via e-mail.
3. Invoice date.
4. Invoice number.
5. The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods or services.
6. Description, price and quantity of goods or services actually delivered or rendered.
7. Shipping cost terms (if applicable).
8. Payment terms.
9. Other substantiating documentation or information as specified in the contract or purchase order.
10. Name, title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

U.S. Mail

CPSC Accounts Payable Branch, AMZ-160
PO Box 25710
Oklahoma City, Ok. 73125

FEDEX

CPSC Accounts Payable Branch, AMZ-160
6500 MacArthur Blvd.
Oklahoma City, Ok. 73169

OR

Via email to:

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

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

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

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 Debbie Young at 405-954-7467 or at the U.S. Mail and Fedex addresses listed above:

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

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

N. PROMPT PAYMENT

1. In accordance with the Prompt Payment Act (P.L. 97-177), payments under this Agreement will be due on the 30th calendar day after the later of:
 - a. The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
 - b. The seventh (7th) day after the computer printouts are actually delivered and accepted by the Government.
2. The date of the check issued in payment shall be considered to be the date payment is made.

O. CLAUSES INCORPORATED BY REFERENCE

This Agreement incorporates the following clauses by reference from the Federal Acquisition Regulation (48 CFR CHAPTER 1) with the same force and effect as if set forth in full text. Upon request, the Contracting Officer will make its full text available.

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

P. ACCEPTANCE PERIOD

All materials submitted for approval will be reviewed and either accepted or rejected by the CPSC COR in the Division of Hazard and Injury Data Systems, Room 506, 4330 East West Highway, Bethesda, Maryland 20814-4408, within five (5) working days after date of receipt. Acceptance or rejection of materials submitted will be based on the List of Death Certificate ICD-10 Codes that will be collected in Fiscal Year 2013, see Attachment A. All certificates considered to be out-of-scope, i.e., those not falling within the ICD-10 Codes listed in Attachment A, will be returned to the PERFORMING AGENCY and will not be reimbursed.

Q. CENTRAL CONTRACTOR REGISTRATION (OCT. 2003)

(a) Definitions. As used in this clause—

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

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

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

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields and 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 CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
 - (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.
 - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.

- (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the

“Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

R. DISAGREEMENTS

In the event that CPSC and the Texas Department of Health have a disagreement arising under this Agreement, the parties shall cooperatively seek to resolve the disagreement by themselves. If the disagreement cannot be resolved between them, the parties agree to seek the assistance of a third party in resolving the disagreement.

S. SEVERABILITY

Nothing in this Agreement shall prevent either agency from carrying out their statutory duties. If any provision of this Agreement is construed to be illegal or invalid, it will not affect the legality or validity of any of the other provisions. The illegal or invalid provision will be deleted, but all other provisions will continue.

T. AUTHORITY

This Agreement is entered into pursuant to the authority of Sections 5(c) and 27(g) of the Consumer Product Safety Act, 15 U.S.C. 2054(c) and 2076(g), and Chapter 2260 of the Texas Government Code.

U. APPROVAL

The signatures below signify approval of these arrangements. Executed in duplicate originals on the dates indicated below.

RECEIVING AGENCY

PERFORMING AGENCY

Consumer Product Safety
Commission

Texas Department of State
Health Services

By: *Doris B. Kessler* By: *JH*
Doris B. Kessler ED HOUSE
Title: Contracting Officer Title: COO
Date: 4/4/2013 Date: 4/02/2013

Attachment A

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

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