

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 23

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

1 DATE OF ORDER 06/06/2011	2 CONTRACT NO. (If any) CPSC-N-11-0014	6. SHIP TO: a. NAME OF CONSIGNEE CONSUMER PRODUCT SAFETY COMMISSION	
3 ORDER NO.	4 REQUISITION/REFERENCE NO.		

5. ISSUING OFFICE (Address correspondence to) CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814	b. STREET ADDRESS DIV OF HAZARD & INJURY DATA SYS 4330 EAST WEST HIGHWAY ROOM 604-26		
	c. CITY BETHESDA	d. STATE MD	e. ZIP CODE 20814

7 TO: MARTHA STRICKER a. NAME OF CONTRACTOR REGIONAL WEST MEDICAL CENTER	f. SHIP VIA
b. COMPANY NAME	8. TYPE OF ORDER <input checked="" type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY

c. STREET ADDRESS 4021 AVENUE B	REFERENCE YOUR:	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY SCOTTSBLUFF	e. STATE NE	
	f. ZIP CODE 69361-4602	Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

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

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

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: [REDACTED] HOSPITAL ID# 6W581042 PERIOD OF PERFORMANCE: 06/01/11 THRU 09/30/11 PROJECT OFFICER: Mark Edwards PHONE: (301) 504-7510 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		\$10,501.42
b. STREET ADDRESS (or P.O. Box)	AMZ 160 P. O. Box 25710		17(i) GRAND TOTAL
c. CITY	d. STATE	e. ZIP CODE	
Oklahoma City	OK	73125	\$10,501.42

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

FOR: REGIONAL WEST MEDICAL CENTER

SIGNATURE: T. Sorensen

TITLE: Todd S. Sorensen, M.D.
President and CEO

DATE: 6/13/2011

FOR THE CONSUMER PRODUCT
SAFETY COMMISSION:

See Block #22 of Optional Form 347 (page 1)

**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 06/06/2011	CONTRACT NO. CPSC-N-11-0014	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)
0001	EMAIL: medwards@cpsc.gov BASIC CONTRACT: 06/01/11 THRU 09/30/11 NOT TO EXCEED NEISS SURVEILLANCE REPORTS and SPECIAL SURVEY REPORTS IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK. Accounting Info: 0100A11DPS-2011-1117900000-EXFM004310-252E0 Funded: \$8,190.00	1800	EA	4.55	8,190.00	
0002	NOT TO EXCEED SUPPLEMENTAL/SPECIAL STUDY REPORTS IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK. Accounting Info: 0100A11DPS-2011-1117900000-EXFM004310-252E0 Funded: \$570.00	500	EA	1.14	570.00	
0003	REIMBURSEMENT FOR TRAINING COSTS. Accounting Info: 0100A11DPS-2011-1117900000-EXFM004310-252E0 Funded: \$1,741.42	1	LT	1,741.42	1,741.42	
0004	OPTION PERIOD: 10/01/11 THRU 09/30/12 NOT TO EXCEED NEISS SURVEILLANCE REPORTS and SPECIAL SURVEY REPORTS. Amount: \$24,570.00 (Option Line Item) Accounting Info: 0100A12DPS-2012-1117900000-EXFM004310-252E0 Funded: \$0.00	5400	EA	4.55	0.00	
0005	NOT TO EXCEED SUPPLEMENTAL/SPECIAL STUDY REPORTS. Continued ...	1500	EA	1.14	0.00	

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

\$10,501.42

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

PAGE NO
3

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

DATE OF ORDER 06/06/2011	CONTRACT NO. CPSC-N-11-0014	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)
	Amount: \$1,710.00 (Option Line Item) Accounting Info: 0100A12DPS-2012-1117900000-EXFM004310- 252E0 Funded: \$0.00					

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

\$0.00

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SECTION A - Order for Supplies or Services

SECTION B - Supplies/Services and Prices/Costs

B.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 Items No. 0001 and 0002 (basic contract) listed on page 1, and Items No. 0004 and 0005 (option period) listed on page 2 of this contract, in accordance with the Statement of Work. These reports shall be coded and transmitted to CPSC via a microcomputer supplied by the Government. See Section C.3., STATEMENT OF WORK.

B.2. CONTRACT TYPE

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

SECTION C - Description/Specifications/Work Statement

C.1. BACKGROUND INFORMATION

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.

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.

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 room cases to the Commission on a daily basis. Most hospitals use an employee to identify and code the relevant information and to transmit it electronically to CPSC via a microcomputer provided by CPSC.

Other hospitals elect to allow a third party to identify, code and transmit the data. The smaller hospitals usually select a third option of telephoning the relevant data to CPSC.

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 rooms. 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 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. (Information collected from the emergency room records does not routinely include victim identification data.)

When a product is selected for more in-depth study, the Commission supplements the basic emergency room 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 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 room surveillance data, the Commission can better understand consumer product-related accidental injuries and evaluate specific hazard and injury patterns together with potential corrective actions.

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).

C.2. OBJECTIVES OF THE PROJECT

To provide the Commission with timely reports of consumer product-related injuries/deaths from the statistically selected hospitals that 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: (1) to study, analyze and investigate injuries associated with consumer products; (2) to evaluate the effectiveness of regulations and standards, voluntary and mandatory, and other Commission actions (education programs, recalls, etc.), and (3) to ascertain trends concerning new hazard/injury patterns.

C.3. STATEMENT OF WORK

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 H.1., GOVERNMENT FURNISHED MATERIALS/EQUIPMENT, necessary to electronically transmit, on a daily basis, data on specified cases treated in the Contractor's emergency room.

a. NEISS SURVEILLANCE REPORTS (Item No. 1)

- (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 on a daily basis 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. See also Section C.3.b.
- (3) The Contractor shall enter the coded information from the "in-scope" emergency department(s) cases to CPSC daily, into a microcomputer. Cases treated on weekends and Federal holidays shall be transmitted on the next regular working day. Transmission shall be via a microcomputer supplied by CPSC and in accordance with the procedures specified by the CPSC. CPSC will provide training and guidance on how to enter the data.
- (4) When the Contractor is notified by CPSC, by telephone or microcomputer, 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. 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 all reports and documents maintained by CPSC. CPSC will not supply patient identification information to other agencies unless they provide assurances that they will not release this information without prior patient consent. The Contractor will provide patient identity (PHI) only if they obtain prior permission/release from the patient.
- (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., type of fireworks involved) in support of a special survey. Not more than six (6) special surveys will be conducted by CPSC during a one-year period and each survey will normally run for a one-month 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 C.3.a.(4). CPSC will reimburse the Contractor for these special survey reports at the same price as regular Surveillance Reports.

(6) ALL TRAUMA REPORTING

- a) 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 C.3.b.(1), Supplemental/Special Study Reports).
- b) The Contractor shall report ALL trauma injury cases seen/treated in the emergency department, as described in the attached sheet entitled "Expanding National Electronic Injury Surveillance System (NEISS) Reporting Rule".
- c) Performance of work for ALL trauma injury reporting shall begin June 1, 2011, and shall not extend beyond September 30, 2011.

b. SUPPLEMENTAL/SPECIAL STUDY REPORTS (Item No. 2)

- (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 only, 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 Project Officer.
- (2) Such additional cases shall contain the same data elements as required in Section C.3.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 for such "special study" type cases will require an estimated 25% more time per case than NEISS Surveillance Reports.

c. ORIENTATION AND TRAINING

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 32 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. The personnel responsible for coding and transmitting will 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 skills, 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 monthly, with hospital emergency room 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

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.

f. MICROCOMPUTER INSTALLATION

CPSC will provide the Contractor with a microcomputer. 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 a telephone line and/or the internet. CPSC will reimburse the Contractor for the cost of installing the necessary equipment or services.

g. MONTHLY RECURRING COMMUNICATION CHARGES

The microcomputer can be connected to an existing telephone line and/or internet service provider. 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 MICROCOMPUTER

- (1) The Contractor shall contact CPSC for all necessary supplies and repairs to the microcomputer. 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.
- (2) If necessary, the Contractor may be required to package and ship the computer to a designated place for repairs. In such event, CPSC will provide a replacement computer and pay for packaging materials and shipping costs at no expense to the Contractor.

C.4. PERFORMANCE STANDARDS

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 - The Contractor will receive a bonus of 10 percent of the month's bill (for cases reported) for each month the Contractor meets all of the following standards:
- (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 did 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.

Evaluation of performance will be made by CPSC one month after the end of each quarter.

SECTION D - Packaging and Marking (NOT APPLICABLE)

SECTION E - Inspection and Acceptance

E.1. 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, Room 604, 4330 East West Highway, Bethesda, Maryland 20814-4408.
- b. Acceptance or rejection of data submitted will be based on conformance with the NEISS Coding Manual or other coding instructions issued by CPSC, and the Statement of Work.
- c. Notice of approval/rejection will be transmitted by the CPSC Project Officer to the Contractor within five (5) working days after date of receipt. 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.

SECTION F - Deliveries or Performance

F.1. PERIOD OF PERFORMANCE

- a. Basic Contract: Performance of work shall begin June 1, 2011, and shall not extend beyond September 30, 2011.
- b. Option Period: Performance of work shall begin October 1, 2011, and shall not extend beyond September 30, 2012.

SECTION G - Contract Administration Data

G.1. PAYMENT

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

G.2. BILLING INSTRUCTIONS

- a. Pursuant to the Prompt Payment Act (P.L. 97-177) 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.
- b. To assure compliance with the Act, vouchers and/or invoices must be submitted on SF 1034 and Continuation Form 1035 (or any acceptable form of the Contractor's choosing) in ORIGINAL AND THREE (3) copies preferably on a monthly basis. As a minimum, each invoice must include:
 - (1) The name of the business concern.
 - (2) The voucher/invoice number and date.
 - (3) The contract number.
 - (4) Description of data transmitted, i.e., number of reports, etc.
 - (5) Unit price for each item.
 - (6) Other substantiating documentation or information as specified in the contract.
 - (7) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- c. Invoices not submitted in accordance with the above-stated minimum documentation may not be processed for payment until complete documentation is received.
- d. Vouchers/invoices shall be mailed, faxed or submitted electronically (i.e., via email) to your NEISS representative at CPSC.
 - (1) If mailed, the address is:

U.S. Consumer Product Safety Commission
4330 East West Highway, Room 604
Bethesda, Maryland 20814-9910
ATTN: Name of NEISS Representative

(2) If the voucher/invoice is submitted by fax, the fax number is:

1-800-809-9024

(3) If the voucher/invoice is submitted electronically, email the voucher/invoice to the NEISS representative by using the first initial and last name of the NEISS representative @cpsc.gov (example: jdoe@cpsc.gov) and also email the voucher/invoice to neissvoucher@cpsc.gov.

e. Inquiries regarding payment should be directed to your NEISS representative. Complaints related to the late payment of an invoice should be directed to:

Ms. Eldona Canterbury, Branch Manager
Enterprise Services Center
Vendor Accounts Payable
(Phone: 405-954-5351)

and/or

Rachelle Coleman, CPSC Accounting Officer
RColeman@cpsc.gov

f. SF 1034 and 1035 forms will be furnished by CPSC, Division of Procurement Services, upon request of the Contractor.

G.3. PROJECT OFFICER DESIGNATION

Mark Edwards, of the Commission's Division of Hazard and Injury Data Systems, has been designated as the Government's Project Officer and shall be responsible for the overall management of the technical provisions contained herein. This individual may be reached on (800) 638-8095, extension 7150.

The Project Officer is responsible for:

- a. Monitoring the Contractor's performance;
- b. Assisting the Contractor in the resolution of technical problems;
- c. Monitoring of surveillance reporting;
- g. Providing periodic on-site evaluation of the Contractor's reporting procedures;
- h. Providing orientation of hospital coder/teletypists and emergency room staff;
- f. Training the Contractor's staff in surveillance reporting;
- g. Conducting periodic on-site visits to the hospital for the purpose of meeting with administrators and all other key personnel associated with the NEISS contract;
- h. Working with the Contractor in promoting liaison activities with the hospital; and

- i. Supplying the Contractor with pamphlets, posters and other related material for enhancing NEISS reporting.

The Project Officer is not authorized to and shall not:

- a. Make changes in the scope of work, contract schedules, and/or specifications to meet requirements.
- b. Direct or negotiate any change in terms, conditions or amounts cited in the contract.
- c. Take any action that commits the Government or could lead to a claim against the Government.

SECTION H - Special Contract Requirements

H.1. 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, 2002)
NEISS Coding Sheets (Revised January, 2000)
Special Survey Instructions, as necessary
Additional Supplemental Surveillance
Instructions, as necessary
Any revisions to the above materials
Microcomputer

- 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 laptop computer provided by the Government, including use of the lock provided.

PART II - CONTRACT CLAUSES

SECTION I - Contract Clauses

I.1. CLAUSES INCORPORATED BY REFERENCE

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

Clause	Title	Date
52.204-4	Printed or Copied Double-Sided On Recycled Paper	Aug. 2000

52.243-1	Changes - Fixed Price	Aug.	1987
52.245-1	Government Property, Alternate 1	Aug.	2010

The following clauses are incorporated in full text:

I.2. DISCLOSURE OF INFORMATION

- a. The Contractor shall submit to the Commission any report, manuscript or other document containing the results of work performed under this contract, before such document is published or otherwise disclosed to the public, to assure compliance with Section 6(b) of the Consumer Product Safety Act (15 U.S.C. Section 2055(b)), Commission regulations (16 C.F.R. Part 1101), and a Commission directive (Order 1450.2). These provisions restrict disclosure by Commission Contractors of information that (1) permits the public to identify particular consumer products or (2) reflects on the safety of a class of consumer products. Prior submission allows the Commission staff to review the Contractor's information and comply with the applicable restrictions. CPSC should be advised of the Contractor's desire to submit or publish an abstract or a report as soon as practical.
- b. Any publication of, or publicity pertaining to, the Contractor's document shall include the following:

"This project has been partially funded with federal funds from the United States Consumer Product Safety Commission under this contract. The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission."

I.3. 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.

I.4. NOT TO EXCEED

This contract is issued on a "NOT TO EXCEED" basis because it is not possible to determine the exact quantities/services that will be required during performance of the contract. The total expended amount under the contract shall not exceed the grand total, nor is the Contractor entitled to perform work and expect reimbursement beyond that amount, without approval of the Contracting Officer. The Project Officer 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.

I.5. AVAILABILITY OF FUNDS

Funds are not presently available for the option period October 1, 2011 through September 30, 2012. 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.

I.6. OPTION TO EXTEND SERVICES (Nov 1999)

The Government may require continued performance of any services at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract is to expire.

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

- a. At the option of the Government, this contract is renewable for the option period October 1, 2011 through September 30, 2012 for the quantities and unit pricing as specified on page 2 of this contract, by the Contracting Officer giving written notice of renewal to the Contractor prior to the expiration date of the previous contract period; provided that, the Contracting Officer shall give preliminary notice of the Government's intention to renew at least 30 days before the contract is to expire. (such preliminary notice shall not be deemed to commit the Government to renewals.)
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed two and one-half (2.5) years.

I.8. RESTRICTIONS ON USE OF INFORMATION

- a. If the Contractor, in the performance of this contract, obtains access to information such as CPSC plans, reports, studies, data projected by the Privacy Act of 1974 (5 U.S.C. 552a), or personal identifying information which has not been released or otherwise made public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not: (a) release or disclose such information, (b) discuss or use such information for any private purpose, (c) share this information with any other party, or (d) submit an unsolicited proposal based on such information. These restrictions will remain in place unless such information is made available to the public by the Government.
- b. In addition, the Contractor agrees that to the extent it collects data on behalf of CPSC, or is given access to, proprietary data, data protected by the Privacy Act of 1974, or other confidential or privileged technical, business, financial, or personal identifying

information during performance of this contract, that it shall not disclose such data. The Contractor shall keep the information secure, protect such data to prevent loss or dissemination, and treat such information in accordance with any restrictions imposed on such information.

- c. The Contractor must have, subject to patent, data, and security provisions of this contract, the right to use technical data it first produces under this contract for its private purpose provided that, as of the date of such use, all reporting requirements of this contract have been met.

I.9. SEAT BELT USE

In an effort to reduce deaths and injuries resulting from motor vehicle accidents, President Clinton has 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.

I.10. 52.223-6 DRUG-FREE WORKPLACE (May 2001)

- (a) Definitions. As used in this clause-

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about-
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
 - (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-
 - (i) Abide by the terms of the statement; and (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
 - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this

clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

I.11. 52.204-7 CENTRAL CONTRACTOR REGISTRATION (Apr 2008)

(a) Definitions. As used in this clause—

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

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

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

"Registered in the CCR database" means that—

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

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

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

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

(i) Company legal business.

- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

(g)

(1)

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

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

Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**I.12. 52.213-4 TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(JAN 2011)**

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

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

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (iv) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- (v) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (ii) 52.232-1, Payments (Apr 1984).
- (iii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iv) 52.232-11, Extras (Apr 1984).
- (v) 52.232-25, Prompt Payment (Oct 2008).
- (vi) 52.233-1, Disputes (July 2002).
- (vii) 52.244-6, Subcontracts for Commercial Items (Jan 2011).
- (viii) 52.253-1, Computer Generated Forms (Jan 1991).

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

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

- (i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (Oct 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

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

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

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

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

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

(A) Delivered;

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

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

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

(ix) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

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

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

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

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

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

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

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

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

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

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

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

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

[Insert one or more Internet addresses]

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

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

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

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

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

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

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

ATTACHMENT J.1.

**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**