


ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 07/16/2019	2. CONTRACT NO. (If any)	6. SHIP TO:	
3. ORDER NO. 61320619S0114		4. REQUISITION/REFERENCE NO. CPS-21341-19-0017	
5. ISSUING OFFICE (Address correspondence to) CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF FIELD INVESTIGATIONS 4330 EAST WEST HWY ROOM 710 BETHESDA MD 20814		b. STREET ADDRESS CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF FIELD INVESTIGATIONS 4330 EAST WEST HIGHWAY ROOM 710	
7. TO:		c. CITY BETHESDA	e. ZIP CODE 20814
a. NAME OF CONTRACTOR LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT		f. SHIP VIA	
b. COMPANY NAME		8. TYPE OF ORDER	
c. STREET ADDRESS 200 E MAIN ST		<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR:	
d. CITY LEXINGTON		e. STATE KY	
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 Destination	
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB		13. PLACE OF	
a. INSPECTION Destination		b. ACCEPTANCE Destination	
14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 10/17/2019	
16. DISCOUNT TERMS NET 30 PROMPT PAY		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)
	Invoice Approver/COR: MARTINEZ, JACQUELINE Inv Approver/COR Backup1: WALKER, JODY Accounting Info: CPS0100DA1919XX-2019-61000001-252004-CPS0213 410000-XXXXXXXXXX-XXXXXXXXXXXX-XXXXXXX-CPS34 3010-XXXX-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXX Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME ARC/ASD/APB		b. STREET ADDRESS (or P.O. Box) ARC/ASD/APB, AVERY 3G PO BOX 1328 ACCOUNTSPAYABLE@FISCAL.TREASURY.GOV		c. CITY PARKERSBURG		17(i) GRAND TOTAL
d. STATE WV		e. ZIP CODE 26106-1328		f. AMOUNT \$2,500.00		

22. UNITED STATES OF AMERICA BY (Signature)		BEVERLY KOHEN-FRIED	Digitally signed by BEVERLY KOHEN-FRIED DN: cn=US, o=U.S. Government, ou=Consumer Product Safety Commission, cn=BEVERLY KOHEN-FRIED, 0.9.2342.19200300.1.00.1.1=61001000031514 Date: 2019.07.17 07:55:35 -0400	23. NAME (Typed) BEVERLY J. KOHEN TITLE: CONTRACTING/ORDERING OFFICER
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SEE BILLING INSTRUCTIONS ON REVERSE

22. UNITED STATES OF AMERICA BY (Signature)

BEVERLY KOHEN-FRIED

Digitally signed by BEVERLY KOHEN-FRIED
DN: cn=US, o=U.S. Government,
ou=Consumer Product Safety Commission,
cn=BEVERLY KOHEN-FRIED,
0.9.2342.19200300.1.00.1.1=61001000031514
Date: 2019.07.17 07:55:35 -0400

23. NAME (Typed)
BEVERLY J. KOHEN
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

SCHEDULE - CONTINUATION

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

DATE OF ORDER 07/16/2019	CONTRACT NO.	ORDER NO. 61320619S0114
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>X-XXXXXXXXX Period of Performance: 07/22/2019 to 11/22/2019</p> <p>DUNS 020428777</p> <p>Contractor to conduct a minimum of five on-site safety seminars to promote the "CPSC Fire Safety Program" information and education campaign.</p> <p>Contracting Officer Representative (COR) Jackie Martinez, Field Investigations Phone: 240-328-9604 Email: JMartinez@cpsc.gov</p> <p>The total amount of award: \$2,500.00. The obligation for this award is shown in box 17(i).</p>				2,500.00	

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

\$2,500.00

CPSC Contracting Officer's Representative (COR) Designation Letter

COR Name: Jackie Martinez

CPSC Contract No.: 61320619S0114 Lexington-Fayette Urban County Gov.

A. DESIGNATION OF COR

As a Contracting Officer (CO), I am responsible for ensuring and safeguarding the interests of the United States in its contractual relationships pursuant to the Federal Acquisition Regulation (FAR, 48 CFR Chapter 1) and agency policies. To assist in fulfilling these responsibilities, I hereby designate you as the Contracting Officer's Representative (COR) for this contract. You are in a unique position to monitor how well the contractor is progressing towards achieving the contract's purpose and will be responsible for being the technical liaison between the contractor and the Contracting Officer, which is critical to ensuring good contract performance.

As COR, your first responsibility is to read the entire contract and thoroughly acquaint yourself with the requirements it places on the contractor, the CO, and the COR. You should also periodically review the contract to maintain your familiarity with its terms and conditions.

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's 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. Only a CO has the authority to take such actions. You may be held personally liable, and may be subject to disciplinary action, for unauthorized actions, particularly if the action is determined to be a violation of the

Anti-Deficiency Act. You may only take actions that are within the authority provided in this letter of designation.

C. COR DUTIES AND RESPONSIBILITIES

You are designated and authorized to perform specific technical and administrative functions under this contract. As CO, I hereby delegate to you the following duties and responsibilities that are otherwise my responsibility:

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 taken in accordance with this delegation of authority.
This file is subject to review by the Contracting Officer.

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. CONTRACTING OFFICER SIGNATURE:

**BEVERLY
KOHEN-FRIED**

Digitally signed by BEVERLY KOHEN-FRIED
DN: cn=US, o=U.S. Government,
ou=Consumer Product Safety Commission,
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0.9.2342.19200300.100.1.1=6100100003151
4
Date: 2019.07.17 07:56:08 -04'00'

Contracting Officer

Date

F. CONTRACTING OFFICER'S REPRESENTATIVE ACKNOWLEDGMENT:

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

**JACQUELINE
MARTINEZ**

Digitally signed by JACQUELINE MARTINEZ
DN: cn=US, o=U.S. Government, ou=Consumer Product
Safety Commission, cn=JACQUELINE MARTINEZ,
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Date: 2019.07.22 07:56:07 -04'00'

Contracting Officer's Representative

Date

Statement of Work
U.S. Consumer Product Safety Commission (CPSC)
Fire Safety Program

1. BACKGROUND

The U.S. Consumer Product Safety Commission (“CPSC” or “Commission”) is charged with protecting the public from unreasonable risks of injury from consumer products through education, safety standards activities, regulation, and enforcement. CPSC has been producing estimates of residential fires and related deaths, injuries and property since the early 1980s. CPSC’s recent data outlined in the report entitled “2011 through 2013 Residential Fire loss Estimates” presents estimates of consumer product-related fire losses that occurred in U.S. residential structure fires attended by the fire service. The estimates were derived from data for 2011 through 2013, provided by the U.S. Fire Administration’s (USFA) National Fire Incident Reporting System (NFIRS) and the National Fire Protection Association’s (NFPA) Survey of Fire Departments for U.S. Fire Experience. The fire and fire loss estimates presented in the report pertain to unintentional residential fires and civilian casualties. An estimated annual average of 358,800 fires, 2,160 deaths, 12,230 injuries, and \$6.35 billion in property loss occurred over the three-year period 2011–2013.¹

Cooking equipment accounted for the largest percentage of fires. An estimated annual average of 152,600 cooking equipment-related fires during 2011–2013 accounted for 42.5 percent of the average annual estimate of total residential fires for the same period.²

Heating and cooling equipment fires constituted the second largest share of total residential fires. The estimated annual average of 44,100 fires for 2011–2013 was 12.3 percent of the annual average estimate of total residential fires during the same period. For heat source, smoking materials were the largest contributor to deaths, associated with an annual average of 440 deaths from 2011 to 2013. This is 20.3 percent of the estimated annual average of total residential fire deaths. Smoking materials, however, comprise only 3.0 percent of the total estimated residential fires. Among products that are heat sources, candles were involved in the second highest number of deaths.³

Through this Fire Safety Program, CPSC will work with States to reach out to consumers to raise awareness about fire safety. Our goal is to inform and educate families about fire safety with the hope that our safety messages will impact behaviors and become daily safety practices conducted by families nationwide.

2. AUTHORITY

Section 29(a) of the Consumer Product Safety Act, 15 U.S.C. 2078(a) requires the Commission to establish a program to promote Federal-State cooperation for the purposes of carrying out this Act. Section 29(a) (1) provides that the Commission can accept from any State or local authorities engaged in activities relating to health, safety, or consumer protection “assistance in such functions as injury data collection, investigation, and educational programs, as well as other assistance in the administration and enforcement of the Act... and, if so agreed, may pay in advance or otherwise for the reasonable cost of such assistance...”

¹ 2013 Residential Fire Loss Estimates, David Miller, CPSC Directorate for Epidemiology

² 2013 Residential Fire Loss Estimates, David Miller, CPSC Directorate for Epidemiology

³ 2013 Residential Fire Loss Estimates, David Miller, CPSC Directorate for Epidemiology

3. **OBJECTIVE**

The objective of this program is to enhance consumer awareness about the hazards associated with fire. CPSC's goal is to ensure consumers take the necessary steps to keep families safe from the many hazards associated with fire and also ensure that they are aware of products that may cause fires.

CPSC wants to encourage state and local officials to embrace the campaign entitled "Fire Safety" by incorporating this program into their daily injury prevention programs and business practices.

In addition, Multigenerational households are on the rise. The number of Americans living under the same roof with at least three generations has doubled since 1980 and it's not uncommon for three and four generations to share a home. CPSC staff urges members of multigenerational households to work together to ensure everyone practices fire safety.

Activities for State and local officials shall include conducting safety seminars, disseminating and displaying fire safety brochures, NSN posters and sharing information with other groups that promote safety. The campaign will have a strong focus on working with local communities, multigenerational households, minority groups, and Spanish speakers.

4. **SPECIFICATIONS**

Independently, and not as an agent of the U.S. Consumer Product Safety Commission (CPSC), the contractor shall furnish the necessary personnel, materials, services and facilities to perform the work set forth below, except in Section 15, Government Furnished Supplies and Equipment.

5. **WORK STATEMENT**

- a. The contractor shall conduct a minimum of five on-site safety seminars within the state of Kentucky to promote the "CPSC Fire Safety Program" information and education campaign.
- b. The contractor shall have a minimum of 25 attendees at each safety seminar. The target audience shall include consumers, state and local officials, grass roots organizations, schools, community fairs, safety groups, and other organizations committed to promoting safety. Within five days of the start of the contract, the contractor shall provide a list of proposed seminar locations to the CPSC Contracting Officer Representative ("COR") for approval. The COR will approve or modify the list of locations in writing. The contractor shall not be authorized to conduct workshops at specific locations without prior approval from the COR.
 - a. The contractor shall provide a copy of the Fire Safety Tips and disseminate to all audiences.
 - b. The contractor shall conduct an overview and discussion of the CPSC Fire Safety Program and include the following Fire Safety Tips during each seminar presentation:

Fire Safety Tips

- Make sure your home has working smoke alarms.
- Review the CPSC website for information on recalled smoke alarms.
- You need a smoke alarm on every level, inside each sleeping room, and outside each separate sleeping area. Interconnect the alarms so when one sounds, they all sound.
- Install smoke alarms and alert devices to help family members who are deaf or hard of hearing.

- Alert devices, such as strobe lights, flash when the smoke alarm sounds. Pillow or bed shakers may be useful to wake a person who is sleeping. The shakers are triggered by the sound of the smoke alarm and shake people awake to warn them of a fire.
 - Test your alarms at least once a month. Press each test button to make sure it is working.
 - Practice your fire drill. Plan your home escape. Share the plan with everyone in the family and guests.
 - The plan should include two ways out of every room and an outside family meeting place.
 - Children, older adults, and people with disabilities may need help. They may not wake to the sound of the smoke alarm. They may need help getting outside. Make sure someone will help them.
 - Make sure your home has bright lighting in stairways to prevent falls.
 - Remove clutter to prevent trips and falls and allow for a quick escape.
 - Install handrails along the full length of both sides of the stairs.
 - If there is a fire, get outside quickly and stay outside. Then call 9-1-1.
 - If you can't get outside call 9-1-1. Let the fire department know you can't get outside. Wave a light-colored cloth or a flashlight from the window.
 - If there is smoke, use your second way out. If you must escape through smoke, get low and go under the smoke.
- c. The Contractor shall discuss and where possible have the seminar participants watch the following videos:
- Videos – Change Your Clock – Change Your Batteries
<https://www.cpsc.gov/Newsroom/Video/change-your-clock-change-your-batteries>
- Holiday Cooking Safety
<https://www.cpsc.gov/Newsroom/Video/holiday-cooking-safety>
- d. The contractor shall encourage the seminar participants to routinely report consumer related complaints and other incident data because they are valuable tools in helping the Commission identify potentially hazardous products and support ongoing work on priority projects. This can be accomplished by visiting the CPSC web site at www.saferproducts.gov
- e. The targeted audience shall include consumers, state and local officials, grass roots organizations, schools, community fairs, safety groups and other organizations committed to promoting safety. The contractor shall request that seminar participants at each seminar display the Neighborhood Safety Network posters in an effort to further disseminate the fire safety messages.
- f. The contractor shall develop, print and distribute at each safety seminar and through its networks, the Fire Safety publications provided in Section 16, Government Furnished Supplies and Equipment, via hard copy and electronic medium.
- g. The contractor shall encourage dissemination of the safety messages through partner electronic mail lists and other medium. The contractor shall provide names of electronic mail list utilized in the final report. (include approximate number of audiences reached)
- h. The COR will assist the contractor to ensure seminar participants have access to all materials.

- a. Selected CPSC materials may be reproduced without permission in unlimited quantities.
- b. The contractor is encouraged to reproduce any and all of the CPSC materials provided for its use since only a limited quantity of Commission documents is available for dissemination.
- c. The contractor shall contact the COR for copies as appropriate.
- d. Materials used for this program include:

Invisible Killer - <http://www.cpsc.gov/cpsc/pub/pubs/464.pdf>

Multigenerational Fire Safety Toolkit
<https://www.cpsc.gov/id/safety-education/neighborhood-safety-network/toolkits/fire-safety>

Campus Fire Safety – See it Before You Sign It!
<https://www.cpsc.gov/Safety-Education/Safety-Guides/fire-home/see-it-before-you-sign-it>

Household Extension Cords Can Cause Fires
<https://www.cpsc.gov/s3fs-public/5032.pdf>

Overheated Clothes Dryers Can Cause Fires
<https://www.cpsc.gov/s3fs-public/5022.pdf>

Smoke Alarms – Why, Where and Which?
<https://www.cpsc.gov/s3fs-public/SmokeAlarmWhyWhereandWhichCPSCPub559RevisedJuly2016PostReview%282%29.pdf>

Upholstered Furniture
https://www.cpsc.gov/s3fs-public/5103_0.pdf

7 Highly Effective Portable Heater Safety Habits -
<https://www.cpsc.gov/s3fs-public/PortableElectricHeaterSafetyNSN.pdf>

Smoke Alarms
<https://www.cpsc.gov/s3fs-public/smokealarm.pdf>

Stand By Your Pan
<https://www.cpsc.gov/s3fs-public/CookingSafetyNSN15-1.pdf>

Stay Alive - <https://www.cpsc.gov/safety-education/safety-guides/electronics-and-electrical-carbon-monoxide-fire/stay-alive>

Videos – Change Your Clock – Change Your Batteries -
<https://www.cpsc.gov/Newsroom/Video/change-your-clock-change-your-batteries>

What to know: Generators and CO
<http://www.cpsc.gov/cpsc/pub/pubs/468.html>

Inspect, detect, and protect: CO Safety
<http://www.cpsc.gov/nsn/COSafety.pdf>
<http://www.cpsc.gov/nsn/COSafetysp.pdf> (Spanish Version)

6. **TRAINING**

The CPSC COR will provide necessary training to State or local contractors immediately following the effective date of this contract. The contractor's personnel who will be conducting the safety seminars must participate in this training. Participation shall be at no cost to the contractor. The CPSC COR will coordinate the date and time of training with the contractor. Travel costs to each seminar site are included in this fixed price contract. The contractor shall not submit additional costs for travel.

7. **REPORTING**

The contractor shall submit the following reports to the CPSC COR:

A. **Program Plan**

1. The targeted audience shall include consumers, state and local officials, grass roots organizations, schools, community fairs, safety groups and other organizations committed to promoting safety. Within five business days after award of the contract, the contractor shall develop and submit a draft program plan to the CPSC COR for approval. The contractor shall incorporate the COR's recommendations into a final plan. The program plan shall include the following information:
 - a) List of safety seminar sites and anticipated dates of visits. (Include name and address of proposed contacts).
 - b) Specific activities to be conducted.
 - c) The contractor shall have a minimum of 25 attendees from the targeted audience at each safety seminar.
 - d) Anticipated number of attendees (Note: This program can be incorporated with other safety meetings for wider audience participation)

B. **Final Report**

The contractor shall provide a final report containing the following narrative information:

- a) Provide a list of all safety seminars conducted (include name, address, phone, email and contact name for each seminar conducted) including date of event and number of attendees. Audience shall include consumers, state and local officials, grass roots organizations, schools, community fairs, safety groups and other organizations committed to promoting safety.

- b) Provide a summary of the results of activities conducted at each seminar. Describe and confirm that the following activities were completed in addition to any other safety activities:
1. Summary of presentation conducted (Provide copy of agenda, outline, agenda or brochure if utilized)
 2. Video(s) displayed.
 3. Neighborhood Safety Network (NSN) posters disseminated
 4. Names (Address) of electronic mail list utilized to create a multiplier effect
 5. Describe print and electronic medium utilized to spread safety messages
 6. Describe local safety initiatives conducted with partners
 7. Provide names of partners that may request materials
 8. Total audience reached for each safety seminar
 9. Sign in sheet for participants (include number of participants) at each seminar. The contractor shall have a minimum of 25 participants from the targeted audience at each seminar.
The targeted audience shall include consumers, state and local officials, grass roots organizations, schools, community fairs, safety groups and other organizations committed to promoting safety.
- c) Statement assessing the effectiveness of the program including strengths, weaknesses and development opportunities.
- d) Recommendations for improving the procedures for implementation of future programs.

8. DELIVERABLES

A. Participation in Meetings: Within five business days after the award of the contract, the contractor shall meet with the CPSC Contracting Officer Representative either in person or via conference call to discuss contract technical requirements and clarify requirements for the program. This meeting shall be at the contractor's facility, CPSC or via conference call. Participation shall be at no cost to the contractor.

B. Reports: The following reports shall be submitted electronically via email to the attention of the COR. Electronic submission via email is required and will be discussed with the contractor prior to the first assignment.

a. Program Plan: One copy within five business days after the effective date of the contract.

b. CPSC Review: CPSC shall provide comments within five business days after receipt of the draft program plan. The Contractor shall incorporate the COR's recommendations into a final program plan.

c. Final Report: The final report is due on or before __November 22, 2019__.

C. Time of Delivery

Seminars must be completed no later than ____ November 22, 2019__ by the contractor.

9. PLACE OF DELIVERY

The contractor shall email items Ba. and Bc. specified in paragraph, 8 DELIVERABLES to the COR.

10. PERIOD OF PERFORMANCE

The period of performance is from __ July 22, 2019 __ to _ November 22, 2019 _.

11. INSPECTION AND ACCEPTANCE

- A. The COR will review all reports and materials within ten business days after date of receipt.
- B. The COR will accept or reject reports submitted based on conformance with the Statement of Work.
- C. The COR will transmit notice of approval or rejection to the contractor in writing (includes via email).

12. 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 through the Invoice Processing Platform (IPP). At a minimum, each invoice document submitted through IPP shall include the documentation required in the contract.

ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

Invoice Processing Platform (IPP) is a secure web-based electronic invoicing and payment information service available to all Federal agencies and their supplier by the U.S. Treasury's Bureau of Fiscal Service. IPP allows Federal agencies and their suppliers to exchange electronic purchase orders, blanket POs, invoices, and payment information in one easy to access web portal. This service is free of charge to government agencies and their suppliers, including services and support.

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

(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.

(b) The Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@stls.frb.org or phone (866)973-3131.

13. PAYMENT AND INVOICE QUESTIONS

For payment and invoice questions, contact the Accounts Payable Branch at (304) 480-8000 option 7 or via email at AccountsPayable@fiscal.treasury.gov.

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

OVERPAYMENTS

Accounts Receivable Conversion of Check Payments to EFT: If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an electronic funds transfer (EFT). This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government will destroy the Contractor's original check, but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

ALL OTHER INFORMATION RELATING TO THE CONTRACT

Contact: Jean Nunes at jnunes@cpsc.gov or Jody Walker at jwalker@cpsc.gov

14. 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.

15. GOVERNMENT FURNISHED SUPPLIES AND EQUIPMENT

1. Invisible Killer - <http://www.cpsc.gov/cpsc/pub/pubs/464.pdf>
2. Multigenerational Fire Safety Toolkit
<https://www.cpsc.gov/id/safety-education/neighborhood-safety-network/toolkits/fire-safety>
3. Campus Fire Safety – See it Before You Sign It!
<https://www.cpsc.gov/Safety-Education/Safety-Guides/fire-home/see-it-before-you-sign-it>

4. Household Extension Cords Can Cause Fires
<https://www.cpsc.gov/s3fs-public/5032.pdf>
5. Overheated Clothes Dryers Can Cause Fires
<https://www.cpsc.gov/s3fs-public/5022.pdf>
6. Smoke Alarms – Why, Where and Which?
<https://www.cpsc.gov/s3fs-public/SmokeAlarmWhyWhereandWhichCPSCPub559RevisedJuly2016PostReview%282%29.pdf>
7. Upholstered Furniture
https://www.cpsc.gov/s3fs-public/5103_0.pdf
8. 7 Highly Effective Portable Heater Safety Habits -
<https://www.cpsc.gov/s3fs-public/PortableElectricHeaterSafetyNSN.pdf>
9. Smoke Alarms
<https://www.cpsc.gov/s3fs-public/smokealarm.pdf>
10. Stand By Your Pan
<https://www.cpsc.gov/s3fs-public/CookingSafetyNSN15-1.pdf>
11. Stay Alive - <https://www.cpsc.gov/safety-education/safety-guides/electronics-and-electrical-carbon-monoxide-fire/stay-alive>
12. Videos – Change Your Clock – Change Your Batteries -
<https://www.cpsc.gov/Newsroom/Video/change-your-clock-change-your-batteries>
13. What to know: Generators and CO <http://www.cpsc.gov/cpscpub/pubs/468.html>
14. Inspect, detect, and protect: CO Safety
<http://www.cpsc.gov/nsn/COSafety.pdf>
<http://www.cpsc.gov/nsn/COSafetysp.pdf> (Spanish Version)

16. Clauses

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

TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUL 2018)

(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) [52.203-19](#), 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)).
- (ii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (iii) [52.222-3](#), Convict Labor (Jun 2003) (E.O. 11755).
- (iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (v) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (vi) [52.225-13](#), Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (vii) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (viii) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 ([19 U.S.C. 3805 note](#))).

(2) Listed below are additional clauses that apply:

- (i) [52.232-1](#), Payments (Apr 1984).
- (ii) [52.232-8](#), Discounts for Prompt Payment (Feb 2002).
- (iii) [52.232-11](#), Extras (Apr 1984).
- (iv) [52.232-25](#), Prompt Payment (Jan 2017).
- (v) [52.232-39](#), Unenforceability of Unauthorized Obligations (Jun 2013).
- (vi) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- (vii) [52.233-1](#), Disputes (May 2014).
- (viii) [52.244-6](#), Subcontracts for Commercial Items (Nov 2017).
- (ix) [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) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)) (Applies to contracts valued at \$30,000 or more).
- (ii) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) [52.222-20](#), Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (May 2014) ([41 U.S.C. chapter 65](#)) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)) (applies to contracts of \$150,000 or more).

(v) [52.222-36](#), Equal Employment for Workers with Disabilities (Jul 2014) ([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.)

(vi) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#)) (Applies to contracts of \$150,000 or more).

(vii) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute 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).

(viii)(A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(x) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia).)

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

(xii) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiii) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiv) [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).

(xv) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) [52.223-21](#), Foams (JUN 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 67](#)) (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).

(xviii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States).

(xix) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information).

(xx) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxi) [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) [52.204-21](#), Basic Safeguarding of Covered Contractor Information Systems (JUN 2016) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.

(ii) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (Applies to contracts over \$35,000).

(iii) [52.211-17](#), Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(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.

(End of Clause)

52.239-1 Privacy or Security Safeguards.

PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

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52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items. (NOV 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (5) [Reserved].
- (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).
- (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).
- (10) [Reserved].
- (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (Nov 2011) of [52.219-3](#).
- (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (ii) Alternate I (Jan 2011) of [52.219-4](#).
- (13) [Reserved]
- (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Oct 1995) of [52.219-7](#).
- (iii) Alternate II (Mar 2004) of [52.219-7](#).
- (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2016) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Nov 2016) of [52.219-9](#).
- (iii) Alternate II (Nov 2016) of [52.219-9](#).
- (iv) Alternate III (Nov 2016) of [52.219-9](#).
- (v) Alternate IV (Nov 2016) of [52.219-9](#).
- (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (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).
- (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (31) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#)).
- (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

- ___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
 - ___ (34) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
 - ___ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ___ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
 - ___ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
 - ___ (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (Oct 2015) of [52.223-13](#).
 - ___ (39)(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](#).
 - ___ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
 - ___ (41)(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 (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
 - ___ (43) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
 - ___ (44) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
 - ___ (45) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
 - ___ (46)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ___ (ii) Alternate I (May 2014) of [52.225-3](#).
 - ___ (iii) Alternate II (May 2014) of [52.225-3](#).
 - ___ (iv) Alternate III (May 2014) of [52.225-3](#).
 - ___ (47) [52.225-5](#), Trade Agreements (Oct 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
 - X (48) [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).
 - ___ (49) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
 - ___ (50) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
 - ___ (51) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
 - ___ (52) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
 - ___ (53) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
 - X (54) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
 - ___ (55) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
 - ___ (56) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
 - X (57) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
 - ___ (58)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
 - ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- ___ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
 - ___ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
 - ___ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
 - ___ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

- ___ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- ___ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- ___ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- ___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).
- ___ (10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).
- (ii) [52.219-8](#), Utilization of Small Business Concerns (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.
- (iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
- (v) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
- (vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (viii) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
- (ix) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (xi) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiv) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xvii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xviii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)