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	ROR TO COMPLETE BLOCK			R	EQ-3640	)-10-	-0002	ī	1	19
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FOR SOLICITATION INFORMATION CALL:	Eddie Ahn	nad			6. YELEPHO			1 (##s) 8 Q	FFER DU	E DATE/LOCAL TIME
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DECROSS GA 30092-  LEPHONE NO  176 CHECK IF REMITTANCE IS DIFF  THEM NO.  DUNS Number  The contra  materials,  waste disp  officient S  OS-10F-021  BASE YEAR:  OCTOBER 1,	schedule of er and equipment of No. Statement of No. 2010 TEROUGH	SUPPLIESISERVICE  SUPPLIESISERVICE  COURT OF THE COURT OF	labor, ry to proviance with and GSA sch	ROOM 5: BETHES!  IND. SUBMIT IS CHECO  Vide the hedule	DA MD (	ADDRESS	S SHOWN IN BLOCK TE DENOUM 23	a UNIESS SLO		24.
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19. ITEM NO.		20. SCHEDULE OF SUPPLIES	S/SERVICE	ES		21. QUANTITY	22. UNIT	23. UNIT PRI	ICE	24. AMOUNT
	order.									
	,	4								
0001	Non-hazmat						LB	C	0.038	•
	Obligated A	Amount: \$0.00								
0001 12	Miscellaneo	ous items noted in	Sun	olier proposa	al as					
	additional		Jupi	error brobook						
	Obligated A	Amount: \$0.00								
0002	Non-haz-red						LB	C	0.103	
	Obligated A	Amount: \$0.00								
0003	Universal V	Waste (recycle)				-	LB		0.523	
	Obligated A	Amount: \$0.00								
						·				
0004		(Explosives 1.4-	1.6)				LB	5	5.225	
:	Obligated P	Amount: \$0.00				,				
0005	DOT Class 2	2 (Gases)				,	LB		2.75	
	Obligated A	Amount: \$0.00								
1										
	Continued .									
	r in Column 21 HAS			ND CONFORMS TO TH	E CONTRA	CT, EXCEP	TAS	•		
	L.J.	GOVERNMENT REPRESENTATIV	·	32c. DATE	32d. PRIN	ITED NAME	AND T	TITLE OF AUTHO	ORIZED GO	OVERNMENT REPRESENTATIVE
32e, MAILING A	DDRESS OF AUTHOR	RIZED GOVERNMENT REPRESE	NTATIVE		32f. TELE	PHONE NUI	MBER	OF AUTHORIZE	D GOVER	NMENT REPRESENTATIVE
					32g. E-MA	AIL OF AUTH	IORIZE	ED GOVERNME	NT REPRE	SENTATIVE
		·								
33. SHIP NUME	BER	34. VOUCHER NUMBER	35. AMO	OUNT VERIFIED	36. PAYN	IENT				37. CHECK NUMBER
			CORRE	017 OK	CON	APLETE		PARTIAL	FINAL	
PARTIAL	FINAL						L-,1			
38. S/R ACCOL	IN I NUMBER	39. S/R VOUCHER NUMBER	40. PAID	Υαν						
41a. I CERTIFY	THIS ACCOUNT IS O	CORRECT AND PROPER FOR PA			42a. RI	ECEIVED BY	(Print	')		
41b. SIGNATUR	RE AND TITLE OF CE	RTIFYING OFFICER		41c. DATE	42b. R	ECEIVED AT	(Loca	ation)		
						TE REC'D (	·	· · · · · · · · · · · · · · · · · · ·	404 TOT:	LCONTAINEDC
					720. 07				-24 IVIA	L CONTAINERS

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CONTINUATION SHEET	CPSC-D-10-0005	3	19

ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	DOT Class 3 (Flammable Liquids) Obligated Amount: \$0.00		LB	0.798	
0007	DOT Class 4 (Flammable Solids) Obligated Amount: \$0.00		LB	5.50	
0008	DOT Class 5 (Oxidizers) Obligated Amount: \$0.00		LB	2.063	
0009	DOT Class 6 (Poisons/Toxics) Obligated Amount: \$0.00		LB	0.798	
0010	DOT Class 8 (Corrosives) Obligated Amount: \$0.00		LB	0.344	
0011	DOT Class 9 (Miscellaneous hazards) Obligated Amount: \$0.00		LB	0.798	
0012	Transportation (per mile) Obligated Amount: \$0.00		DH	2.20	
0013	Storage fees - General property (per day) Cost on Day 1 = \$34.10 cost per additional day=\$1.059 Obligated Amount: \$0.00		DA	34.10	
0014	Storage fees - Hazardous (per day) Cost on Day 1 = \$31.90 cost per additional day=\$1.10 Obligated Amount: \$0.00		DA	31.90	
	OPTION YEAR ONE: OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2012 Continued				

CONTINUIATION CUEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE OF	F
CONTINUATION SHEET	CPSC-D-10-0005	4	19

ITEM NO.	supplies/services (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)
	Guaranteed minimum for this opton year is one (1) task order				
0015	Non-hazmat Amount: \$0.00(Option Line Item)		LB	0.039	0.00
0015 15	A Miscellaneous items noted in supplier proposal as additional CLINs Amount: \$0.00(Option Line Item)	-			0.00
0016	Non-haz-recycle Amount: \$0.00(Option Line Item)		LB	0.106	0.00
0017	Universal Waste (recycle) Amount: \$0.00(Option Line Item)		LB	0.539	0.00
0018	DOT Class 1 (Explosives 1.4-1.6) Amount: \$0.00(Option Line Item)		LB	5.387	0.00
0019	DOT Class 2 (Gases) Amount: \$0.00(Option Line Item)		LB	2.835	0.00
0020	DOT Class 3 (Flammable Liquids) Amount: \$0.00(Option Line Item)		LB	0.822	0.00
0021	DOT Class 4 (Flammable Solids) Amount: \$0.00(Option Line Item)		LB	5.671	0.00
0022	DOT Class 5 (Oxidizers) Amount: \$0.00(Option Line Item)		LB	2.126	0.00
0023	DOT Class 6 (Poisons/Toxics) Amount: \$0.00(Option Line Item) Continued		LB	0.822	0.00

	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
CONTINUATION SHEET	CPSC-D-10-0005	5	19

ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	(D)	UNIT PRICE	AMOUNT (F)
0024	DOT Class 8 (Corrosives) Amount: \$0.00(Option Line Item)		LB	0.354	0.00
0025	DOT Class 9 (Miscellaneous hazards) Amount: \$0.00(Option Line Item)		LB	0.822	0.00
0026	Transportation (per mile) Amount: \$0.00(Option Line Item)		DH	2.268	0.00
0027	Storage fees - General property (per day) Cost on Day 1 = \$35.157 cost per additional day=\$1.092 Amount: \$0.00(Option Line Item)	- Contract C	DA	35.157	0.00
0028	Storage fees - Hazardous (per day) Cost on Day 1 = \$32.889 cost per additional day=\$1.134 Amount: \$0.00(Option Line Item)		DA	32.889	0.00
0029	OPTION YEAR TWO: OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013 Guaranteed minimum for this opton year is one (1) task order Non-hazmat		LB	0.04	0.00
	Amount: \$0.00(Option Line Item)				
0029 2	9A Miscellaneous items noted in supplier proposal as additional CLINs Amount: \$0.00(Option Line Item)				0.00
0030	Non-haz-recycle Amount: \$0.00(Option Line Item)		LB	0.11	0.00
	Continued				

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		PAGE	OF
CONTINUATION SHEET	CPSC-D-10-0005	6	19

ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	amount (F)
0031	Universal Waste (recycle) Amount: \$0.00(Option Line Item)		LB	0.555	0.00
0032	DOT Class 1 (Explosives 1.4-1.6) Amount: \$0.00(Option Line Item)		LB	5.554	0.00
0033	DOT Class 2 (Gases) Amount: \$0.00(Option Line Item)	to de la constanta de la const	LB	2.923	0.00
0034	DOT Class 3 (Flammable Liquids) Amount: \$0.00(Option Line Item)		LB	0.848	0.00
0035	DOT Class 4 (Flammable Solids) Amount: \$0.00(Option Line Item)		1.B	5.846	0.00
0036	DOT Class 5 (Oxidizers) Amount: \$0.00(Option Line Item)		LB	2.192	. 0.00
0037	DOT Class 6 (Poisons/Toxics) Amount: \$0.00(Option Line Item)		LB	0.848	0.00
0038	DCT Class 8 (Corrosives) Amount: \$0.00(Option Line Item)		LB	0.365	0.00
0039	DOT Class 9 (Miscellaneous hazards) Amount: \$0.00(Option Line Item)		LB	0.848	0.00
0040	Transportation (per mile) Amount: \$0.00(Option Line Item)		DH	2.339	0.00
0041	Storage fees - General property (per day) Continued		DA	36.247	0.00

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CONTINUATION SHEET	CPSC-D-10-0005	7	19

ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)
-	Cost on Day 1 = \$36.247 cost per additional day=\$1.125 Amount: \$0.00(Option Line Item)				
0042	Storage fees - Hazardous (per day) Cost on Day 1 = \$33.908 cost per additional day=\$1.169 Amount: \$0.00(Option Line Item)		DA	33.908	0.00
	OPTION YEAR THREE: OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014 Guaranteed minimum for this opton year is one (1) task order				·
0043	Non-hazmat Amount: \$0.00(Option Line Item)		LB	0.041	0.00
0043 43	Miscellaneous items noted in supplier proposal as additional CLINs Amount: \$0.00(Option Line Item)				0.00
0044	Non-haz-recycle Amount: \$0.00(Option Line Item)		LB	0.113	0.00
0045	Universal Waste (recycle) Amount: \$0.00(Option Line Item)		LB	0.573	0.00
0046	DOT Class 1 (Explosives 1.4-1.6) Amount: \$0.00(Option Line Item)		LB	5.726	0.00
0047	DOT Class 2 (Gases) Amount: \$0.00(Option Line Item)		LB	3.014	0.00
0048	DOT Class 3 (Flammable Liquids) Amount: \$0.00(Option Line Item)		LB	0.874	0.00
	Continued				
NSN 7540-01-1					OPTIONAL FORM 336 (4-86)

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CONTINUES TON OUTET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
CONTINUATION SHEET	CPSC-D-10-0005	8	19

ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0049	DOT Class 4 (Flammable Solids) Amount: \$0.00(Option Line Item)	And the second s	LB	6.028	0.00
0050	DOT Class 5 (Oxidizers) Amount: \$0.00(Option Line Item)	TOTAL	LB	2.26	0.00
0051	DOT Class 6 (Poisons/Toxics) Amount: \$0.00(Option Line Item)	And the state of t	LB	0.874	0.00
0052	DOT Class 8 (Corrosives) Amount: \$0.00(Option Line Item)	original control of the control of t	LB	0.377	0.00
0053	DOT Class 9 (Miscellaneous hazards) Amount: \$0.00(Option Line Item)		LB	0.0874	0.00
0054	Transportation (per mile) Amount: \$0.00(Option Line Item)	1000000	DН	2.411	0.00
0055	Storage fees - General property (per day) Cost on Day 1 = \$37.371 cost per additional day=\$1.160 Amount: \$0.00(Option Line Item)		DA	37.371	0.00
0056	Storage fees - Hazardous (per day) Cost on Day 1 = \$34.960 cost per additional day=\$1.206 Amount: \$0.00(Option Line Item)		DA	34.96	0.00
	OPTION YEAR FOUR: OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015 Guaranteed minimum for this opton year is one (1) task order				
0057	Non-hazmat Continued		LB	0.043	0.00

	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
CONTINUATION SHEET	CPSC-D-10-0005	9	19

ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)
	Amount: \$0.00(Option Line Item)				
0057 57	7A Miscellaneous items noted in supplier proposal as additional CLINs Amount: \$0.00(Option Line Item)				0.00
0058	Non-haz-recycle Amount: \$0.00(Option Line Item)		LB	0.117	0.00
0059	Universal Waste (recycle) Amount: \$0.00(Option Line Item)		LB	0.59	0.00
0060	DOT Class 1 (Explosives 1.4-1.6) Amount: \$0.00(Option Line Item)		LB	5.904	0.00
0061	DOT Class 2 (Gases) Amount: \$0.00(Option Line Item)		IB	3.107	0.00
0062	DOT Class 3 (Flammable Liquids) Amount: \$0.00(Option Line Item)		LB	0.901	0.00
0063	DOT Class 4 (Flammable Solids) Amount: \$0.00(Option Line Item)		LB	6.214	0.00
0064	DOT Class 5 (Oxidizers) Amount: \$0.00(Option Line Item)		LB	2.33	0.00
0065	DOT Class 6 (Poisons/Toxics) Amount: \$0.00(Option Line Item)		LB	0.901	0.00
066	DOT Class 8 (Corrosives) Amount: \$0.00(Option Line Item) Continued	-	LB	0.388	0.00

		PAGE C	F
CONTINUATION SHEET	CPSC-D-10-0005	10	19

ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)
000				0.001	
0067	DOT Class 9 (Miscellaneous hazards) Amount: \$0.00(Option Line Item)		LB	0.901	0.00
0068	Transportation (per mile) Amount: \$0.00(Option Line Item)		DH	2.486	0.00
0069	Storage fees - General property (per day) Cost for Day 1 = \$38.529 Cost for each additional day = \$1.196 Amount: \$0.00(Option Line Item)		DA	38.529	0.00
0070	Storage fees - Hazardous (per day) Cost for Day 1 = \$36.043 Cost for each additional day = \$1.243 Amount: \$0.00 (Option Line Item)		DA	36.043	0.00
	STRONG ENVIRONMENTAL PROPOSAL DATED 4/22/10 TO INCLUDE AMENDMENT 0002 DATED 7/2/10 AND ALL ATTACHMENTS ARE HEREBY INCORPORATED INTO THIS FINAL CONTRACT.				
	The total amount of award: \$0.00. The obligation for this award is shown in box 26.				

## STATEMENT OF WORK

## 1. Description of Services

The Contractor shall perform all the necessary actions to destroy merchandise that has been refused admission by the Consumer Product Safety Commission (CPSC). CPSC will identify the merchandise requiring destruction. The Contractor will perform all services, including taking possession, transporting, storing, preparing, and arranging and carrying out destruction of refused merchandise in a manner consistent with law and regulation.

# 2. Background

This procurement is a firm-fixed price indefinite delivery-indefinite quantity delivery order. The Contractor shall be available to conduct destruction of refused merchandise on an as-needed basis

This procurement shall require the Contractor to arrange for facilities and transportation at designated Customs ports of entry and other locations where imported merchandise remains under the jurisdiction of CPSC, the Government agency responsible for approving its admissibility into the United States. The refused merchandise may be in the custody of the Government or may be at a private facility.

The kind and character of merchandise commonly to be destroyed under agency authority includes, but is not limited to, all-terrain vehicles (ATVs), batteries, fireworks, lighters, flammable fabrics, household chemicals, and children's products, including jewelry, that contain impermissible amounts of lead. A description of CPSC product violations is attached as Appendix A.

# 3. Description of Work

- A. Independently, and not as an agent of the Government, the Contractor shall furnish all necessary personnel, materials, services, and facilities to perform the work set forth below.
- a) Upon notification from CPSC, the Contractor will arrange to take possession of products that are designated as refused admission into the United States.
- b) Contractor will arrange and conduct all necessary transportation of the product to any interim storage facility and from any interim storage facility to the destruction site.
- c) Contractor will arrange and conduct any storage of product in anticipation of destruction.
- d) Contractor will arrange all necessary preparation for destruction.
- e) Contractor will maintain any and all security necessary to safekeep the refused merchandise between the time of first possession until its destruction.
- f) Contractor will conduct all destructions in accordance with all laws and regulations, environmental or otherwise, pertinent to the acts of destruction.
- g) Contractor will acquire and maintain all permits, licenses and other Governmental approvals from any Federal, state or local governmental body having authority over the storage, transportation and destruction in order to perform any necessary functions leading to and including destruction of the refused merchandise.
- h) Contractor will compile and maintain all records of destruction as demanded by CPSC or any other Federal, state or local government agency as required by law.
- i) Contractor will provide any and all other records, reports or other requirements to any other Federal, state or local government jurisdiction regarding the transport, storage and destruction of the refused merchandise.
- j) CPSC or Customs and Border Protection (CBP) personnel will supervise all destructions in a manner acceptable to CPSC and communicated to the Contractor.

- 4. Location of Work. Contractor shall be available to perform the description of work in all locations at CBP ports of entry where CPSC personnel are co-located including: Los Angeles/Long Beach, San Francisco, Oakland, Seattle, Houston, Newark, Buffalo, JFK Airport, Norfolk, Miami, and Savannah.
- 5. **Period of Performance**. Performance of work shall begin on the effective date of this contract and shall not extend beyond one year from that effective date.
- 6. Reporting Requirements. The Contractor shall submit the following reports to the Project Officer.
- a. Monthly report. On a monthly basis, the contractor shall report or provide updates on the status of all property which has taken possession of at CPSC's instruction and which is awaiting destruction or has been destroyed.
  - (1) Format the Monthly Report shall be e-mailed to CPSC within seven (7) calendar days after the beginning of the month.
  - (2) Content the report must contain the status of each destruction and new developments
- b. Year-end Report. At the end of the year, the contractor shall provide a final year-end report on destructions that occurred and merchandise on-hand awaiting destruction and the costs associated with all activities taken under this contract.
  - (1) Format the report shall be e-mailed to CPSC within 15 calendar days of the end of the contract fiscal year.
  - (2) Content The final written report must address all of the issues and objectives set forth in the Statement of Work as well as comments received from the CPSC Project Officer.

The contractor is required to maintain, and provide access to (upon request) all disposal records and reports for a minimum of five (5) years.

- 7. **Delivery or Performance**: The following deliverable items must be performed or delivered in accordance with the following schedule:
- a. Destructions All destructions requested by CPSC must be performed in an expeditious manner so as to minimize costs of storage and maintenance in anticipation of said destructions.
- b. Monthly Status Report Every month, to be submitted by the Contractor to CPSC within seven calendar days after the beginning of the month.
- c. Year-end Report To be submitted by the contractor to the Government on or before the end of the effective date of the contract fiscal year.

#### A. BILLING INSTRUCTIONS:

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

- 1. The name and address of the business concern (and separate remittance address, if applicable).
- 2. Taxpayer Identification Number (TIN).
- 3. Invoice date (use of invoice number in addition to invoice date is prudent but not required).
- 4. The contract or purchase order number (see block 2 of OF347 or block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods of services.
- 5. Description, price and quantity of goods or services actually delivered or rendered.
- 6. Shipping cost terms (if applicable).
- 7. Payment terms.
- 8. ACH Vendor information which includes: the Financial Institution, routing transit number, and depositor account number. In addition please specify whether account is a checking account or savings account.
- 9. Other substantiating documentation or information as specified in the contract or purchase order.
- 10. Name, title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

## ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission
4330 East-West Hwy
Bethesda, MD 20814

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

Inquiries regarding payment should be directed to the Finance Office at 301-504-7172 or 301-504-7130.

## **B. PAYMENT**

Payment will be made as close as possible to, but not later than, the 30<sup>th</sup> day after receipt of a proper invoice as defined in "Billing Instructions," except as follows:

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to the Accounting Officer at (301) 504-7203 or 301-504-7130 or at the following address:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission
4330 East-West Hwy
Bethesda, MD 20814

Complaints related to the late payment of an invoice should be directed to Deborah Peebles Hodge, Director, Division of Financial Services at the same address (above).

#### C. INSPECTION & ACCEPTANCE PERIOD

Unless otherwise stated in the Statement of Work or Description, the Commission will ordinarily inspect all materials/services within three (3) working days after the date of receipt. The CPSC contact person will transmit disapproval, if appropriate. If other inspection information is provided in the Statement of Work or Description, it is controlling.

## D. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Eddie Ahmad at (301) 504-7884

# E. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

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

#### LC 5B Project Officer Designation

a. The following individual has been designated at the Government's Project Officer for this contract:

Name: Carol Cave

Division: Import Surveillance Division

Telephone: 301-504-7677

- b. The CPSC Project Officer is responsible for:
- (1) monitoring the Contractor's technical progress, including surveillance and assessment of performance, and notifying the Contracting Officer within one week when deliverables (including reports) are not received on schedule in accordance with the prescribed delivery schedule.
- (2) performing technical evaluation as required, assisting the Contractor in the resolution of technical problems encountered during performance; and
- (3) inspection and acceptance of all items required by the contract.
- c. The Project Officer is not authorized to and shall not:
- (1) make changes in scope of work, contract schedules, and/or specifications to meet changes and requirements.
- (2) direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and
- (3) take any action that commits the Government or could lead to a claim against the Government.

d. A clear distinction is made between Government and Contractor personnel. No employer-employee relationship will occur between government employees and contractor employees. Contractor employees must report directly to their company (employer) and shall not report to Government personnel.

## LC 13 Insurance

- a. In accordance with the Federal Acquisition Regulation (FAR), Subparts 28.301 and 28.307-2, and Clause 52.228-5 of this contract entitled "Insurance-Work on a Government Installation," the Contractor shall at its own expense provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance set forth below:
- (1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (2) General liability. The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (3) Automobile liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (4) Insurance Clause. The Contractor shall present evidence of insurance coverage in Compliance with (1), (2) and (3) above within fifteen calendar days of award.

## LC 31 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.

## LC 32 Standards of Conduct

- 1. Government contractors must conduct themselves with the highest degree of integrity and honesty. Contractors shall have standards of conduct and internal control systems that:
- a. Are suitable to the size of the company and the extent of their involvement in

Government contracting,

- b. Promote such standards,
- c. Facilitate timely discovery and disclosure of improper conduct in connection with Government contracts, and
- d. Ensure corrective measures are promptly instituted and carried out.
- 2. By submitting a proposal in response to this solicitation and under award of any resultant contract, the Contractor agrees to employ standards of conduct and internal control systems, which shall include, but are not necessarily limited to the following.

The contractor shall provide, for all employees:

- a. A written code of business ethics and conduct and an ethics training program
- b. Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with standards of conduct and the special requirements of Government contracting;
- c. A mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
- d. Internal and/or external audits, as appropriate;
- e. Disciplinary action for improper conduct;
- f. Timely reporting to appropriate Government officials of any suspected or possible violation of law in connection with Government contracts or any other irregularities in connection with such contracts; and
- g. Full cooperation with any Government agencies responsible for either investigation or corrective actions.
- h. A copy of the written code of ethics and information regarding the above shall be made available to the Government upon request.

#### End of Clause

#### LC 33 Contractor Personnel

A clear distinction is made between Government and Contractor personnel. No employer-employee relationship will occur between government employees and contractor employees. Contractor employees must report directly to their company (employer) and shall not report to Government personnel.

## 52.216-18 Ordering.

## ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through expiration of the current contract year [insert dates].
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

## 52.216-19 Order Limitations.

**ORDER LIMITATIONS (OCT 1995)** 

(a) Minimum order. When the Government requires supplies or services covered by this contract in an
amount of less than50Lbs, the Government is not obligated to purchase, nor is the
Contractor obligated to furnish, those supplies or services under the contract.
(b) Maximum order. The Contractor is not obligated to honor—
(1) Any order for a single item in excess of5000Lbs;
(2) Any order for a combination of items in excess of10,000 Lbs; or
(3) A series of orders from the same ordering office within Three (3) days that together call for
quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of
the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one
requirement from the Contractor if that requirement exceeds the maximum-order limitations in
paragraph (b) of this section.
(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order
exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the
ordering office within Two (2) days after issuance, with written notice stating the Contractor's intent not to
ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may
acquire the supplies or services from another source.
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(End of clause)

# 52.216-22 Indefinite Quantity.

## INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the completion date stated on the applicable task order.

(End of clause)

52.217-8 Option to Extend Services.

OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. 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 fifteen (15) days prior to completion of the last stated option period.

(End of clause)

## 52.217-9 Option to Extend the Term of the Contract.

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within fifteen days prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (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 five years.

(End of clause)

## 52.232-18 Availability of Funds.

## AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. 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.

(End of clause)

## 52.232-19 Availability of Funds for the Next Fiscal Year.

AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond the period of performance indicated on each Task Order. The Government's obligation for performance of this contract beyond that date 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 for

performance under this contract beyond the period of performance indicated on each Task Order until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

# **Appendix A - Violation List**

Violation Description	Citation
Failure to comply with Action Plan Regmt	15 U.S.C. 2089(a)(2)
Failure to meet performance regmt of standard	15 U.S.C. 2089(a)(2)
Failure to meet certifications	15 U.S.C. 2063(a)(1)(A)
ATV does not have label certifying to std	15 U.S.C. 2089(a)(2)
Failure to comply with tracking label reqmt	15 U.S.C. (a)(2)
CB Antennas Labeling	16 CFR 1402
Other CB Antennas	16 CFR 1204
CB Antennas Performance	16 CFR 1204
Bunk Bed Certification Violation	16 CFR 1213/1500/1513
Bunk Bed Entrapment Violation	16 CFR 1213.4/1513.4
Bunk Bed Instruction Violation	16 CFR 1213.6/1513.6
Bunk Bed Marking & Labeling Violations	16 CFR 1213.5/1513.5
Bunk Bed Other	16 CFR 1213/1513
CB Base Station Labeling	16 CFR 1402.4
Other CB Base Station	16 CFR 1204
CB Base Station Performance	16 CFR 1204.3
Failure to Report - Choking Incident	16 CFR 1117.9
Chloroflourocarbons Labeling	16 CFR 1401.5
Other Chloroflourocarbons	16 CFR 1401
Garage Door-Additional Entrapment Protection	16 CFR 1211.9
Garage Door Certificate of Compliance	16 CFR 1211.24
Garage Door-External Entrapment Protection	16 CFR 1211.8
Garage Door-Edge Sensors	16 CFR 1211.12
Garage Door-General Entrapment Protection	16 CFR 1211.6
Garage Door Operator Instruct. Manual	16 CFR 1211.13
Garage Door-Inherent Entrapment Protection	16 CFR 1211.7
Garage Door Operator Labeling	16 CFR 1211.14,15,16
Other Garage Door Operator	16 CFR 1211.10
Garage Door Operator Perf. General	16 CFR 1211.4
Garage Door Photoelectric Sensors	16 CFR 1211.11
Garage Door Recordkeeping	16 CFR 1211.31
Lawn Dart Ban	16 CFR 1306
Other Lawn Dart	16 CFR 1306
Asbestos Emberizing Materials Ban	16 CFR 1305
Other Asbestos Emberizing Materials	16 CFR 1305
Architectural Glazing Labeling	16 CFR 1201.5
Other Architectural Glazing	16 CFR 1201
Architetural Glazing Performance	16 CFR 1201.3
Bicycle Helmet Labeling	16 CFR 1203.6 and .34
Bicycle Helmet Structural Failure	16 CFR 1203.17
Cellulose Insulation Combustibility	16 CFR 1209.3(c)
Cellulose Insulation Corrosiveness	16 CFR 1209.3(a)
Cellulose Insulation Labeling	16 CFR 1209.9
Other Cellulose Insulation	16 CFR 1209
Cellulose Insulation Performance	16 CFR 1209.3
Cellulose Insulation Radiant Flux	16 CFR 1209.3(b)
Matchbooks Labeling	16 CFR 1202.6

Violation Description	Citation
Other Matchbooks	16 CFR 1202
Matchbooks Requirements	16 CFR 1202.4
Lighter Certificate of Compliance	16 CFR 1210.12(b)
Lighter Child-Resistance	16 CFR 1210,3(a)
Lighter Labeling	16 CFR 1210.12(c)
Lead-in-Paint Not Children's Product	16 CFR 1303
Other Lighter	16 CFR 1210
Lighter Performance-Override/Deactivate	16 CFR 1210.3(b)(4)
Lighter Performance-Effective Life	16 CFR 1210.3(b)(3)
Lighter Performance-Safe Operation	16 CFR 1210.3(b)(2)
Lighter Performance-Automatic Reset	16 CFR 1210.3(b)(1)
Lighter Reporting	16 CFR 1210.17(b)
Lead-in-Paint Toy/Children's Product/CPSA	16 CFR 1303
Lawn Mower Labeling	16 CFR 1205
Other Lawn Mowers	16 CFR 1205
MP Lighter Performance-Automatic Reset	16 CFR 1212.3 (b) 4
MP Lighter Certificate of Compliance	16 CFR1212.12(b)
Lawn Mowers Performance	16 CFR 1205
MP Lighter Performance-Effective Life	16 CFR 1212.3 (b) 2
MP Lighter Performance-Hands Free lock/switch	16 CFR 1212.3 (b) 5
MP Lighter Stockpiling-Reporting	16 CFR 1212.20
MP Lighter Labeling	16 CFR 1212.12 c
MP Lighter Performance-Override/Deactivate	16 CFR 1212.3 (b) 3
MP Lighter Reporting	16 CFR 1212.17 (b)
MP Lighter Child-Resistance	16 CFR 1212.3 (a)
MP Lighter Performance-Safe Operation	16 CFR 1212.3 (b) 1
MP Lighter Other	16 CFR 1212
Other CPSA Violation	CPSA
Ban Asbestos Patching Compounds	16 CFR 1304
Drain cover does not meet ASME/ANSI	Sec. 1404(c)(1)(A)(i)
Failure to install covers that meet ASME/ANSI	Sec. 1404(c)(1)(A)(i)
Other Asbestos Patching Compounds	16 CFR 1304
Failure of secondary back up system	Sec. 1404(c)(1)(B)
Refuse Bin Ban	16 CFR 1301
Other Refuse Bin	16 CFR 1301
Failure to Report Under CPSA Sect. 15	16 CFR 1115
Failure to Report Under CPSA Sect. 37 Drain cover that does not meet ASME/ANSI	16 CFR 1116
·	Sec. 1404(b)
Failure to install covers that meet ASME/ANSI	Sec. 1404(c)(1)(A)(i)
Coal/Wood Stove Labeling	16 CFR 1406.4
Other Coal/Wood Stove	16 CFR 1406.5
Pool Slide Certification	16 CFR 1207.9
Pool Slide Design Pool Slide Materials	16 CFR 1207.5
Other Pool Slide	16 CFR 1207.4
Failure of secondary back up system	16 CFR 1207
Extremely Flammable Contact Adhesives Ban	Sec. 1404(c)(1)(B) 16 CFR 1302
Other Contact Adhesives	16 CFR 1302
Volatile Isopropyl Nitrite and Other Nitrites	15 U.S.C. 2057b
Volume isopropyr withte and other withites	13 0.3.0. 203/0

Violation Description	Citation
Volatile Butyl Nitrites Ban	15 U.S.C. 2057a
Carpet Flammability Failure	16 CFR 1630
Carpet Flammability Labeling	16 CFR 1630/31
Other Carpet	16 CFR 1630/31
Mattress Flammability Failure	16 CFR 1632
Mattress Flammability Labeling	16 CFR 1632
Other Mattress	16 CFR 1632
Mattress Recordkeeping	16 CFR 1632
Sleepwear Flammability Failure	16 CFR 1615/16
Sleepwear Labeling	16 CFR 1615/16
Other Children's Sleepwear	16 CFR 1615/16
Sleepwear Recordkeeping	16 CFR 1615/16
Sleepwear Policy	16 CFR 1615/16
Exceeds Tight Fitting Dimensions	16 CFR 1615/16
Vinyl Flammability Failure	16 CFR 1611
Other Vinyl Film	16 CFR 1611
Clothing Flammability Failure	16 CFR 1610
Other Clothing	16 CFR 1610
Bicycle Brake System	16 CFR 1512.5
Bicycle Cable/Mechanical	16 CFR 1512.4
Bicycle Protective Guards	16 CFR 1512.9
Bicycle Steering	16 CFR 1512.6
Labeling/bicycle	16 CFR 1512.19
Labeling/Bicycle carton	16 CFR 1512.19
Bicycle Instruction Manual	16 CFR 1512.19
Other Bicycle	16 CFR 1512
Bicycle Pedals	16 CFR 1512.7
Bicycle Wheel Hubs	16 CFR 1512.12
Bicycle Reflectors	16 CFR 1512.16
Bicycle Seat	16 CFR 1512.15
Bicycle Tires	16 CFR 1512.10
Bicycle Wheels	16 CFR 1512.11
Crib Assembly instructions	16 CFR 1508/1509
Crib Construction	16 CFR 1508/1509
Crib Cut Outs	16 CFR 1508/1509
Crib Hardware	16 CFR 1508/1509
Labeling-Crib/Carton	16 CFR 1508/1509
Crib Mattress thickness	16 CFR 1508/1509
Other Cribs	16 CFR 1508/1509
Crib Recordkeeping	16 CFR 1508/1509
Crib Slat spacing	16 CFR 1508/1509
Crib Finials	16 CFR 1508/1509
Fireworks Blowout/Burnout	16 CFR 1507.6
Fireworks Base stability	16 CFR 1507.4
Fireworks Fuse attachment	16 CFR 1507.3
Fireworks Long fuse burn time	16 CFR 1507.3
Fireworks Short fuse burn time	16 CFR 1507.3
Fireworks Labeling	16 CFR 1500.14
Other Fireworks	16 CFR 1507

Violation Description	Citation
Pyrotechnic Materials Overload	16 CFR 1500.17
Fireworks Prohibited Chemicals	16 CFR 1507.2
Pyrotechnic leakage	16 CFR 1507.5
Fireworks Fuse Side Ignition	16 CFR 1507.3
Fireworks Stick Rigidity/Straightness/Attach	16 CFR 1507.10
Fireworks Multiple Tube Tipover	16 CFR 1507.12
Extremely Flammable Adhesives Labeling	16 CFR 1500.133
Aerosols Labeling	16 CFR 1500.130
Art Materials Labeling	16 CFR 1500.14(b)(8)
Automotive Products Labeling	16 CFR 1500
Batteries/automotive Labeling	16 CFR 1500
Charcoal Briquettes Labeling	16 CFR 1500.14
Portable Fuel Container Labeling	16 CFR 1500
Drain Cleaners Labeling	16 CFR 1500
Detergents Labeling	16 CFR 1500
Fertilizer/plant Food Labeling	16 CFR 1500
Fire Extinguisher Labeling	16 CFR 1500.15
Fuel Labeling	16 CFR 1500
Furniture Polish/wax Labeling	16 CFR 1500
Fuel Line Antifreeze Labeling	16 CFR 1500
Household Cleaning Products Labeling	16 CFR 1500
Lead Cored Candlewick Ban	16 CFR 1500
Other Household Chemicals Labeling	16 CFR 1500
Paint/surface Coating Labeling	16 CFR 1500
Portland Cement Labeling	16 CFR 1500
Photographic Chemicals Labeling	16 CFR 1500
Paint/solvent/remover Labeling	16 CFR 1500
Ptbl. toilet/tank Prep. Labeling	16 CFR 1500
Radiator Antifreeze Labeling	16 CFR 1500.14
Rust/Stain Remover Labeling	16 CFR 1500
Sulfuric Acid Drain Cleaner	16 CFR 1500.129
Lead Solder Labeling	16 CFR 1500
Shoe Polish/wax Labeling	16 CFR 1500
Swimming Pool Chemicals	16 CFR 1500
Windshield Washer Antifreeze Labeling	16 CFR 1500.14
MP Lighter FHSA Labeling	16 CFR 1500.130
Aluminized Kites Ban	16 CFR 1500.18
Baby Bouncer/walker Ban	16 CFR 1500.18
Misbranded Balloon	16 CFR 1500.19
Small Ball Ban	16 CFR 1500.18
Clackerball Ban	16 CFR 1500.18
Children's Product Chemical hazard	16 CFR 1500.18
Children's Chemical Sets Ban	16 CFR 1500.18
Dive Stick Ban	16 CFR 1500.18
Electric toy	16 CFR 1505
Children's Product Flammability	16 CFR 1500.13
Misbranded Toys/Games w/Small Ball	16 CFR 1500.19
Misbranded Toys/Games w/Marble	16 CFR 1500.19
Lead in Children's Product/FHSA	16 CFR 1500

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Violation Description	Citation
Misbranded Marbles	16 CFR 1500.19
Model rocket propellent	16 CFR 1500
Other	16 CFR 1500
Pacifier	16 CFR 1511
Infant Cushion/Pillow Ban	16 CFR 1500.18
Sharp points	16 CFR 1500.48
Rattle	16 CFR 1510
Sharp edge	16 CFR 1500.49
Misbranded Small Balls	16 CFR 1500.19
Small parts	16 CFR 1501
Toy caps	16 CFR 1500
Misbranded Toys/Games w/Small Parts	16 CFR 1500.19
Acetaminophen Packaging	16 CFR 1700.14(a)(16)
Asprin Packaging	16 CFR 1700.14(a)(1)
Hydrocarbon Cosmetic/Drug Packaging	16 CFR 1700.14(a)(32)
Controlled Drugs Packaging	16 CFR 1700.14(a)(4)
Dibucaine Packaging	16 CFR 1700.14(a)(24)
Diphenhydramine Packaging	16 CFR 1700.14(a)(17)
Ibuprofen Packaging	16 CFR 1700.14(a)(20)
Iron-containing Drugs Packaging	16 CFR 1700.14(a)(12)
Iron Containing Dietary Supplements Pkg.	16 CFR 1700.14(a)(13)
Ketoprofen Packaging	16 CFR 1700.14(a)(26)
Lidocaine Packaging	16 CFR 1700.14(a)(23)
Loperamide Packaging	16 CFR 1700.14(a)(21)
Methyl salicylate Packaging	16 CFR 1700.14(a)(3)
Mouthwash Packaging	16 CFR 1700.14(a)(22)
Minoxidil Packaging	16 CFR 1700.14(a)(28)
Naproxen Packaging	16 CFR 1700.14(a)(25)
Other Drugs Packaging	16 CFR 1700.14
Prescription Drugs Packaging	16 CFR 1700.14(a)(10)
OTC Switch Drug Packaging	16 CFR 1700.14(a)(30)
Acetonitrile glue remover Packaging	16 CFR 1700.14(a)(18)
Bromate wave neutralizer Packaging	16 CFR 1700.14(a)(19)
Ethylene glycol Packaging	16 CFR 1700.14(a)(11)
Fluoride Packaging	16 CFR 1700.14(a)(27)
Furniture polish Packaging	16 CFR 1700.14(a)(2)
Hydrocarbon Hazardous Substance Packaging	16 CFR 1700.14(a)(31)
Kindling/illuminating Packaging	16 CFR 1700.14(a)(7)
Methyl alcohol Packaging	16 CFR 1700.14(a)(8) <sup>1</sup> 16 CFR 1700.14(a)(29)
Methacrylic Acid Packaging Noncomplying size Packaging Labeling	16 CFR 1700.14(a)(29)
Noncomplying size Packaging Cabeling  Noncomplying size Packaging	15 U.S.C. 1473
Other Household Chemicals Packaging	16 CFR 1700.14
Paint solvent Packaging	16 CFR 1700.14(a)(15)
Sulfuric acid Packaging	16 CFR 1700.14(a)(13)
Sodium/potassium hydroxide Packaging	16 CFR 1700.14(a)(5)
Turpentine Packaging	16 CFR 1700.14(a)(6)
Other Refrigerator	16 CFR 1750
Refrigerator General Requirements	16 CFR 1750
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