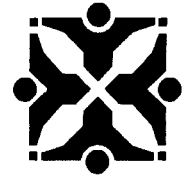


City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 196-15

Department Source: Public Health & Human Services

To: City Council

From: City Manager & Staff

Council Meeting Date: 7/6/2015

Re: Consumer Product Safety Commission
Compliance Agreement

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Agreement

Supporting documentation includes: None

Executive Summary

A resolution authorizing the City Manager to sign the Virginia Graeme Baker Pool and Spa Safety Act (VGBA) contract between the U.S. Consumer Product Safety Commission (CPSC) and the City of Columbia for FY 2015 in the amount of \$5,000 for the period of June 22, 2015 through November 20, 2015 for swimming pool and spa compliance inspections with the VGBA federal legislation regulating the safety of pool and spa drain covers.

Discussion

The CPSC has awarded up to \$5,000 to the Columbia/Boone County Department of Public Health and Human Services to inspect 50 pool/spa sites for compliance with VGBA federal legislation. The VGBA requires safety measures to prevent accidental drowning and injuries related to improper pool and spa drain covers. The Environmental Health Division will fulfill the performance and reporting requirements of this contract.

Much of the anticipated work is already part of the normal pool inspection process and will not add significant additional time to the actual field inspection. The Environmental Health Division currently routinely inspects approximately 150 pools and spas. This agreement requires assurance and documentation that 50 pools and spas meet the minimum standards of the VGBA.

Fiscal Impact

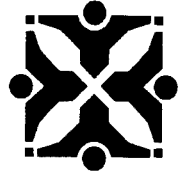
Short-Term Impact: None

Long-Term Impact: None

The contract funding of \$5,000 was not anticipated in the budget process. No appropriation of funds will be necessary to support the deliverables of this contract. These funds will be used to offset program costs.

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Health, Social Services and Affordable Housing

Strategic Plan Impact: Health, Safety and Wellbeing


Comprehensive Plan Impact: Not Applicable


Suggested Council Action

Should the Council agree with staff recommendations, an affirmative vote is in order.

Legislative History

The Columbia/Boone County Department of Public Health and Human Services Division of Environmental Health was awarded a similar contract with the CPSC for \$3,750 in 2010.


Department Approved


City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 196-15

AN ORDINANCE

authorizing an agreement with the United States Consumer Product Safety Commission to perform pool inspections in accordance with the Virginia Graeme Baker Pool and Spa Safety Act; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with the United States Consumer Product Safety Commission to perform pool inspections in accordance with the Virginia Graeme Baker Pool and Spa Safety Act for the period of June 22, 2015 through November 20, 2015. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto. Any actions taken by or on behalf of the City in connection with such agreement prior to the date of this ordinance are hereby approved and ratified.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2015.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER REQ-8400-15-0018		PAGE OF 1 28						
2. CONTRACT NO. CPSC-S-15-0039			3. AWARD/ EFFECTIVE DATE 06/08/2015		4. ORDER NUMBER		5. SOLICITATION NUMBER CPSC-Q-15-0028					
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Renita Smith			b. TELEPHONE NUMBER (No collect calls) 301-504-7045		8. OFFER DUE DATE/LOCAL TIME ET				
9. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814			CODE FMPS		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) </div> <div> NAICS: SIZE STANDARD </div> </div>							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS Net 30			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING				
15. DELIVER TO CONSUMER PRODUCT SAFETY COMMISSION FIELD INVESTIGATIONS BRANCH (WEST) 4330 EAST WEST HIGHWAY BETHESDA MD 20814			CODE CFIW		16. ADMINISTERED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814							
17a. CONTRACTOR/ OFFEROR COLUMBIA CITY OF INC 701 E BROADWAY COLUMBIA MO 65201-4472			CODE 071989024		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CPSC Accounts Payable Branch AMZ 160 P. O. Box 25710 Oklahoma City OK 73125					
TELEPHONE NO.			CODE		18b. PAYMENT WILL BE MADE BY CPSC Accounts Payable Branch AMZ 160 P. O. Box 25710 Oklahoma City OK 73125							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		DUNS Number: 071989024 Contracting Officer's Representative: Ellen Estes eestes@cpsc.gov (618)416-2008 The contractor shall provide the following service in accordance with the attached Statement of Work (SOW) to perform Pool Inspections in the state of Missouri in accordance with the Virginia Graeme Baker Pool and Spa Safety Act Public Law No. 110-140. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>										
25. ACCOUNTING AND APPROPRIATION DATA 0100A15DSE-2015-3222300000-CFI0008400-252A0						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$5,000.00						
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						<input type="checkbox"/> 29. AWARD OF CONTRACT: OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:						
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Rudi M. Johnson</i>						
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Rudi M. Johnson				31c. DATE SIGNED 6/8/2015		

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	<p>The performance of work shall begin five (5) days after meeting or conference call with CPSC Contracting Officer Representative (COR) and all inspections shall be completed within one hundred and twenty (120) days.</p> <p>Base Year: June 22, 2015 through November 20, 2015</p> <p>Minimum of 50 Pool Inspection sites as noted in the attached Statement of Work.</p> <p>The total amount of award: \$5,000.00. The obligation for this award is shown in box 26.</p>	50	EA	100.00	5,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

Statement of Work

Review of Compliance: Virginia Graeme Baker Pool and Spa Safety Act Public Law No. 110-140

I. Background Information

On December 19, 2007, the President signed into law the Virginia Graeme Baker Pool and Spa Safety Act (VGBA or Act), named after the daughter of Nancy Baker and the granddaughter of former Secretary of State James Baker. Graeme Baker died in a tragic incident in June 2002 after the suction from a spa drain entrapped her under water. The legislation that ultimately resulted in this Act was first introduced by Rep. Debbie Wasserman-Schultz (FL) and was supported by the Baker family and Safe Kids Worldwide.

In recent years, there have been an annual average of 283 drowning deaths (2003-2005) and 2,700 emergency room-treated submersion injuries (2005-2007) involving children younger than 5 in pools and spas. In addition, from 1997-2007, there were 74 reported incidents associated with suction entrapment, including 9 deaths and 63 injuries. The new law is aimed at reducing these deaths and injuries by making pools safer, securing the environment around them, and educating consumers and industry on pool safety.

The Act specifies that on or after December 19, 2008, swimming pool and spa drain covers manufactured, distributed, or entered into commerce in the United States must meet specific performance requirements. Additionally, public swimming pools, wading pools, spas and hot tubs must be equipped with drain covers meeting these performance requirements. Drain covers meeting the new requirements are now making their way into the marketplace. Additionally, in certain instances, public pools and spas must have secondary or back-up devices or systems designed to prevent suction entrapment.

II. 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..."

III. Objective

The objective of this program is to conduct a review of compliance with Section 1404 of the VGBA. In order to review compliance with the law, State and local officials shall conduct visits to a limited number of public pools or spas to determine if the requirements have been met. Documentation and photographs must be provided evidencing compliance or non-compliance with the law. A U.S.

Consumer Product Safety Commission (CPSC) Compliance Officer will follow up with the pool owner and/or operators as needed for the appropriate corrective action.

IV. Specifications

Independently, and not as an agent of CPSC, the contractor shall furnish the necessary personnel, materials, services and facilities to perform the work set forth below, except, as specified in Section XI, Government-Furnished Supplies/Equipment.

V. Work Statement

- A. The contractor shall contact and visit a minimum of fifty (50) public pool sites within the state of Missouri to conduct an onsite inspection to verify compliance of Section 1404 of the VGBA. It shall be noted that each location shall be considered one pool inspection site regardless of the number of pools or spas located at the site. Inspection forms and training (as noted in Section VIII) will be provided to the contractor by the CPSC Contracting Officer Representative (COR). The contractor will provide a proposed list of sites to the CPSC Contracting Officer Representative (COR) for approval. The CPSC Contracting Officer Representative (COR) will approve or modify the list of inspection sites in writing.
- B. The contractor shall develop two different proposed lists of pool sites (one for the base year and one for the option year with a minimum of fifty pool sites for each) for inspection in the designated jurisdiction and submit the lists with their proposal. Only the base year list and pricing are mandatory. It is NOT mandatory to submit the OPTION YEAR list of sites and pricing. The lists shall also include the population of the area where the pool is located. **Do not include pools sites for inspection that have been previously inspected under a prior contract with CPSC.**

C. Contractor Requirements and Qualifications

The contractor shall be a State or local government entity with delegated authority and/or jurisdiction for inspecting pools and spas in the State. Personnel performing inspections shall be regular employees of the contractor. Personnel performing inspections shall possess the following minimum qualifications:

- 1. The contractor must provide documentation evidencing they are recognized by the State or local government as an inspector with delegated authority and/or jurisdiction for inspecting pools and spas in the State.
- 2. Knowledge of swimming pool circulation systems and equipment; and
- 3. The contractor shall have knowledge of the requirements of Section 1404 of the Virginia Graeme Baker Pool and Spa Safety Act Public Law 110-140 and the minimum requirements that are needed for compliance with the law.
- 4. The contractor shall have knowledge of the requirements of ASME/ANSI A112.19.8-2007 standard and/or the Commission recognized successor standard, ANSI/APSP-16 2011.

D. Limitations on Subcontracting

Due to the requirement set forth in paragraphs C and E, work cannot be subcontracted to a commercial entity.

E. Commissioning and Credentialing of State and Local Officials

All State and local officials performing inspections of pools and spas pursuant to the Statement of Work shall be Commissioned and issued credentials in accordance with CPSC Directive 0870.2. Commissioning is the legal delegation of authority to State and local officials to accomplish mutually agreed upon tasks to promote consumer product safety. Credentials are a means of official identification and authorize an individual to administer oaths and affirmations and act for the Commission in the performance of duties provided for in the laws and regulations administered by the Commission. Credentials are issued only to commissioned individuals who require them to perform official duties. Credentials are “For Official Use Only” and shall not be used as a means of personal identification or for personal purposes. After the contract is awarded, the CPSC Contracting Officer Representative (COR) will coordinate with the contractor to facilitate issuance of credentials to delegated State and local officials that will perform inspections under the Statement of Work.

VI. Definitions:

- A.** ASME/ANSI or ANSI/APSP – The term “ASME/ANSI” or ANSI/APSP as applied to a safety standard means such a standard that is accredited by the American National Standards Institute and published by either the American Society of Mechanical Engineers or the Association of Pool and Spa Professionals.
- B.** Barrier. The term “barrier” includes a natural or constructed topographical feature that prevents unpermitted access by children to a swimming pool, and, with respect to a hot tub, a lockable cover.
- C.** Commission. The term “Commission” means the Consumer Product Safety Commission.
- D.** Main drain. The term means a submerged suction outlet typically located at the bottom of a pool or spa to conduct water to a re-circulating pump.
- E.** Safety vacuum release system (SVRS). The term “safety vacuum release system” means a vacuum release system capable of providing vacuum release at a suction outlet caused by a high vacuum occurrence due to a suction outlet flow blockage.
- F.** Swimming Pool; Spa- The term “swimming pool” or “spa” means any outdoor or indoor structure intended for swimming or recreational bathing, including in-ground and above ground structures, and includes hot tubs, spas, portable spas, and non-portable wading pools.
- G.** Unblockable drain. The term “unblockable drain” means a drain of any size and shape that a human body cannot sufficiently block to create a suction entrapment hazard.
- H.** State. The term “State” has the meaning given such term in section (a)(10) of the Consumer Product Safety Act, (15 U.S.C. 2052 (10)), and includes the Northern Mariana Islands.
- I.** PUBLIC POOL AND SPA DEFINED.—In this subsection, the term “public pool and spa” means a swimming pool or spa that is—
 - (A) open to the public generally, whether for a fee or free of charge;
 - (B) open exclusively to—

- (i) members of an organization and their guests;
 - (ii) residents of a multi-unit apartment building, apartment complex, residential real estate development, or other multi-family residential area (other than a municipality, township, or other local government jurisdiction); or
 - (iii) patrons of a hotel or other public accommodations facility; or
- (C) operated by the Federal Government (or by a concessionaire on behalf of the Federal Government) for the benefit of members of the Armed Forces and their dependents or employees of any department or agency and their dependents.

VII. Inspection

A. Present Notice of Inspection

While conducting the inspection, the contractor shall present the written **Notice of Inspection**, in accordance with CPSC Directive 9010.30, Inspections, to the owner, manager, or person in charge of the establishment to be inspected.

B. Complete Verification of Compliance Form

The contractor shall conduct an on-site inspection of the pool or spa. The contractor shall thoroughly and comprehensively complete this checklist in accordance with checklist parameters. **(See attached Verification of Compliance Form – Attachment - I).** One form must be completed for each pump at the pool inspection site.

Each inspector conducting inspections under this contract should make every effort to identify the manufacturer and model of the drain cover (short of entering the pool) and any secondary anti-entrapment devices installed within the pool or equipment room.

All drain covers must be compliant with the ASME/ANSI A112.19.8-2007 standard or a Commission recognized successor standard (ANSI/APSP-16 2011). If drain covers are field fabricated, then a Registered Design Professional or a licensed professional engineer (PE) or similar professional can specify that the pre-existing grate(s) meets the ASME/ANSI A112.19.8-2007 or the recognized successor standard. Secure documentation from the Registered Design Professional or a licensed PE that documents the grate(s) meets the ASME/ANSI A112.19.8-2007 or the ANSI/APSP-16 2011 standard.

The manufacturer, contractor, or pool manager may submit written documentation to evidence the size of the sump.

C. Take Photographs

- a) The contractor shall photograph the pool area, drain covers, sump and any other secondary anti-entrapment device. These photographs should put all the various devices in perspective of the pool. Example **(Include equalizer line(s) location with respect to the skimmer opening(s). Equalizer lines are typically found 12 to 18 inches below the skimmer and are suction inlets to the pump. Equalizer lines should not be confused with return lines from the pump to the pool.)**
- b) These photographs should include close-ups provided the areas are accessible. If they are not accessible, the contractor shall provide a written explanation for not obtaining a

photograph in the comments section of the checklist. If the contractor does not have an underwater camera, photographs of the drain covers may be taken from the pool deck.

- c) All photographs must be in color.
- d) Submit digital photographs in electronic format to support documentation.
- e) Label photographs identifying the subject of the photograph (i.e. pool, sump, SVRS, drain, drain covers, etc.) and obtain documentation regarding compliance and any other documents. Specify the site or location of the pool or spa as the name (title) of the document. This will ensure that photographs are matched with the correct pool site. Include dates photographs were taken in the title of the document as well.
Example = ABC Pool, Atlanta Georgia, Photo Taken 11-6-14 – Location Main Recreation Pool- (Part Name) Drain Cover

The Verification of Compliance Form, Notice of Inspection and all supporting documentation including photographs must be submitted as one Adobe Acrobat pdf or Word document. If you are unable to convert the documents to an Acrobat Adobe pdf. file, submit all documents in one Microsoft Word document.

D. Obtain Documentation

The contractor shall secure documentation (invoices, bills, etc.) evidencing that the drain covers conform to ASME/ANSI A112.19.8 2007 or a Commission recognized successor standard.

The contractor should also attempt to obtain certificates of compliance for the various covers and secondary anti-entrapment systems.

VIII. Training

The CPSC Contracting Officer Representative (COR) will provide training to the State or local contractors immediately following the effective date of this contract. The contractor's personnel who will be conducting the inspections must participate in this training. Participation shall be at no cost to the contractor. The CPSC Contracting Officer Representative (COR) will coordinate the time and date of training with the contractor.

Training shall include the following:

1. Each inspector conducting inspections under this contract must view the Pool Safely DVD Guidance for Compliance prior to the kick off conference call. The video is also available on www.poolsafely.gov and can be found at this link ; (<http://www.poolsafely.gov/pool-safely-videos/guidance-compliance-1/>)
2. The COR shall answer any questions about the Pool Safely DVD Guidance for Compliance after the contractor has viewed the DVD.
3. The COR shall discuss the Verification of Compliance form with the State contractor and answer any questions pertaining to completion of the form.
4. The COR shall review the Photographs requirements with the contractor as set forth in Section VII Inspection C, Take Photographs.
5. The COR shall review the period of performance with the contractor.

IX. Deliverables

1. **Participation in meetings:** Within five business days of the award of the contract, the CPSC Contracting Officer Representative (COR) shall meet the contractor at the contractor's facility or via conference call to discuss the services to be provided.
2. **Reports:** The following reports shall be submitted for each site, and shall be submitted electronically to the attention of the CPSC Contracting Officer Representative (COR). Electronic submission is required and will be discussed with the contractor prior to the first assignment to conduct an inspection.
 - a) The completed "Verification of Compliance Form" shall be submitted electronically. One form must be completed for each pump.
 - b) Each inspector conducting inspections under this contract must review the inspection report for proper photo labeling of cover(s) and device locations prior to submitting each report.
 - c) Complete the Notice of Inspection Form, CPSC Form 296A
 - d) Photographs: All color photographs for a site will be submitted electronically at the same time the checklist is submitted for that site.
 - e) Final Report: The contractor shall submit a final report providing a summary list of all contractor's activities during the contract period (list of sites inspected (provide in Excel spreadsheet format), dates, name of inspectors)), including the strengths, weaknesses, and recommendations for improving the overall program.
3. **Time of Delivery**
 - a) Assignments must be completed within 120 calendar days after meeting or conference call in accordance with paragraph IX Deliverables. If there is a delay, the contractor must provide advance written notification to the CPSC Contracting Officer Representative (COR) of the reason for the delay in completion.

Email notification to the CPSC Contracting Officer Representative (COR) of non-compliant pools must be submitted within five business days of inspection to the CPSC Contracting Officer Representative (COR). If the pool is compliant, the report should be submitted within ten business days of the completion of the inspection. **Do not hold the reports until every inspection is completed.**
 - b) The notification must include the following:
 - I. completed Verification of Compliance Form
 - II. Notice of Inspection Form, CPSC Form 296
 - III. electronic photographs of the Pool or Spa **and the various pieces of equipment, properly labeled with their location in the pool or equipment room.**
 - IV. A summary statement on the VGBA Verification of Compliance Comments section **provide a description of actions or steps needed to bring pool or spa into compliance with the Virginia Graeme Baker Pool and Spa Safety**
4. **Final Report**

A final report must be delivered to the CPSC Contracting Officer Representative (COR) via electronic submission. The final report must provide a summary of all the contractor's activities including but not limited to the following:

 - a) Pool/Spa inspection completion list including name, address and dates of sites inspected. Include the name of the inspector who completed each visit.
 - b) If available, submit a copy of the State or local pool laws or summary of pending legislation in the jurisdiction where the inspections are conducted.

- c) Summary comments including the strengths, weaknesses, and recommendations for improving the overall program.

X. Period of Performance

The base year for this contract starts June 22, 2015 and runs through October 20, 2015. Option year performance periods shall be indicated in the Schedule of Services.

XI. Government-Furnished Supplies/Equipment

The Government will furnish to the contractor, solely for use in connection with the contract, the materials set forth below:

- a. Attachment I – Verification of Compliance Form
- b. Virginia Graeme Baker Pool and Spa Safety Act Public Law 110-140
- c. Pool and Spa Safety Act - Frequently Asked Questions - FAQ
- d. Poster - Staff Guide to Complying with the Law
- e. CPSC Notice of Inspection Form 296A
- f. 16 CFR Part 1450
Virginia Graeme Baker Pool and Spa Safety Act; Interpretation of Unblockable Drain
AGENCY: Consumer Product Safety Commission.
ACTION: Final rule; revocation.

TERMS AND CONDITIONS

LC1B. BILLING INSTRUCTIONS

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

1. The name and address of the business concern (and separate remittance address, if applicable).
2. **Do NOT** include Taxpayer Identification Number (TIN) on invoices sent via e-mail.
3. Invoice date.
4. Invoice number.
5. The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods of services.
6. Description, price and quantity of goods or services actually delivered or rendered.
7. Shipping cost terms (if applicable).
8. Payment terms.

9. Other substantiating documentation or information as specified in the contract or purchase order.
10. Name, title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

U.S. Mail

Enterprise Service Center, c/o CPSC, Accounts Payable Branch, AMZ-160
PO Box 25710
Oklahoma City, Ok. 73125

FEDEX

Enterprise Service Center, c/o CPSC, Accounts Payable Branch, AMZ-160
6500 S. MacArthur Blvd.
Oklahoma City, Ok. 73169

OR

Via email to:

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

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

Inquiries regarding payment should be directed to the Enterprise Service Center (ESC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, 405-954-1693.

B. PAYMENT

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

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to Caleb Pierce at 405-954-1693 or at the U.S. Mail and Fedex addresses listed above:

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

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

C. INSPECTION & ACCEPTANCE PERIOD

Unless otherwise stated in the Statement of Work or Description, the Commission will ordinarily inspect all materials/services within seven (7) working days after the date of receipt. The CPSC representative responsible

for inspecting the materials/services will transmit disapproval, if appropriate, to the contractor and the contract specialist listed below. If other inspection information is provided in the Statement of Work or Description, it is controlling.

D. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Renita Smith, Contract Specialist | 301-504-7045 | rsmith@cpsc.gov

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.

F. PROPERTY/EQUIPMENT PURCHASES

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

Contract Clauses:

LC5 Contracting Officer's Representative (COR) Designation

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

Ellen Estes | 618-416-2008 | eeestes@cpsc.gov

- b. The CPSC COR 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 COR 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 3 Acceptance of Deliverables

- a) All materials submitted for approval will be reviewed by the Commission staff within five (5) working days after date of receipt.
- b) Acceptance/rejection will be transmitted to the contractor by the CPSC Contracting Officer Representative (COR), in writing, within ten (10) business days after review of products/services.
- c) Acceptance/rejection will be based on conformance with the statement of work and with professional standards.
- d) Upon submission of any contract deliverable, including reports specified in paragraph IX Deliverables number 2, "Reporting Requirements," the contractor shall submit to the CPSC Contracting Officer Representative (COR) a copy of the dated cover letter transmitting such deliverable.

LC 24 Nondisclosure of any Data Developed Under this Contract

- a. The contractor agrees that it and its employees will not disclose any data obtained or developed under this contract to third parties without the consent of the CPSC.
- b. The contractor shall obtain an agreement of non-disclosure (attached) from each employee who will work on this contract or have access to data obtained or developed under this contract.

LC 21B Disclosure of Information - Restricted Publication

- a. The contractor shall submit to the CPSC any report, manuscript or other document containing the results of work performed under this contract. This document shall not be published or otherwise disclosed by the contractor.



**U.S. Consumer Product Safety Commission
Virginia Graeme Baker Pool and Spa Safety Act
Verification of Compliance Form
COMPLETE A FORM FOR EACH PUMP AT A FACILITY**

PART I – Pool Management Information

OMB Control Number: 3041-0142

Investigator Name		Date of Inspection
Facility Name		Pool License/Permit Number
Address	Phone Number ()	

City	State	Zip Code
Contact Name	Title	
Contact Address		
City	State	Zip Code
Email Address	Fax #	

PART II – POOL/SPA Information

Pool Location	Indoor <input type="checkbox"/>	Outdoor <input type="checkbox"/>	Water Park <input type="checkbox"/>	Other <input type="checkbox"/>
Pool Type	Swimming Pool <input type="checkbox"/>	Wading Pool <input type="checkbox"/>	Spa <input type="checkbox"/> Hot tub <input type="checkbox"/>	Other <input type="checkbox"/>
Water Features (if any)	Spray <input type="checkbox"/>	Slide <input type="checkbox"/>	Hydro-jet <input type="checkbox"/>	Other <input type="checkbox"/>
Volume of Pool (Gallons)	Mfgr, Make, Model Number, Horse Power of Pump			

Part III – Drain Covers

Total Number of Drain Covers in Pool/Spa <input type="checkbox"/>		Total Number of Drain Covers Installed for VGBA Compliance <input type="checkbox"/>				
Name of Manufacturer of Drain Covers _____		Drain Cover Expiration Date (s) _____				
Drain Cover	Drain Cover Dimensions & Shape (Round, Rectangular, Square, etc.)	Drain Cover & Frame Make and Model Number	Date Installed & Location (Wall or Floor)	Cover Flow Rate per Manufacturer Specifications (gallons per minute)	Pump Flow Rate (gallons per minute)	Cover Conforms to ASME/ANSI A112.19.8-2007 or newer standard (Indicate Yes/No)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Note: Attach documentation that the drain covers comply with ASME A112.19.8 or successor performance standard ANSI/APSP-16 (effective Sept. 6, 2011). (i.e. Professional Engineer inspection report)

Part IV Anti-Entrapment Device/System

1.	Single Main Drain	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Is this an unblockable drain that is larger than 18 x 23? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, go to next section)
2.	Multi-Drain System	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Is the multi-drain system at least three (3) feet from pipe center to pipe center? Yes <input type="checkbox"/> No <input type="checkbox"/> (See Attachment I, page 4) (If no, go to next section)

Select Secondary Backup System that is installed

- ☐ Compliant Safety Vacuum Release System (SVRS) (Compliant with ASME/ANSI A112.19.17 or ASTM-F2387)
SVRS Mfr. Name and Model _____
- ☐ Suction- Limiting Vent System
Mfr. Name and Model Number _____
- ☐ Gravity Drainage System _____
- ☐ Automatic Pump Shutoff System _____
Mfr. Name and Model Number _____
- ☐ Drain Disablement
Describe how this was accomplished? _____
- ☐ Other _____

Comments _____

Part V Sump – Equalizer Lines

Sump Size

Width _____ Depth _____ Length _____

Is Sump existing or new _____ Is it field fabricated or manufactured _____
Describe how it is fabricated? _____
(If field fabricated, attach copy of certification from Professional Engineer)

Manufacturer Name and Model Number _____ Installation Date _____

Clearance between the bottom of the cover and the opening of the suction pipe is _____ (inches)

Equalizer Lines:

Are equalizer lines disabled? (Yes/No) (If so, describe how) _____

Do equalizer lines have covers that cannot be removed? (Yes/No)

Describe how this was accomplished _____

Provide manufacturer name AND model number for each equalizer cover _____

Installation Date _____

Part VI Comments

If pool is not in full compliance , provide a description of actions or steps needed to bring pool or spa into compliance with the Virginia Graeme Baker Pool and Spa Safety Act or attach timeline provided by the pool manager or documentation that drain covers have been ordered.

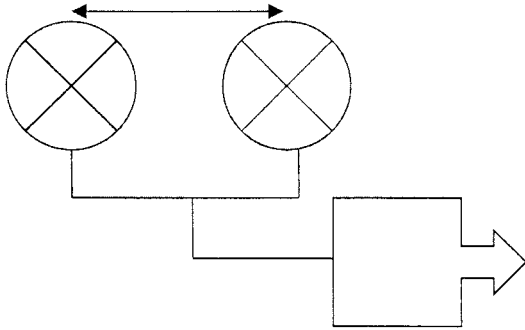
Comments _____

<u>CPSC Investigator - Print Name</u>	<u>Signature</u>	<u>Date</u>
CPSC Form 120 (07/10)		

Note: This form must be completed by CPSC staff or the designated State or local government official.

CORRECT

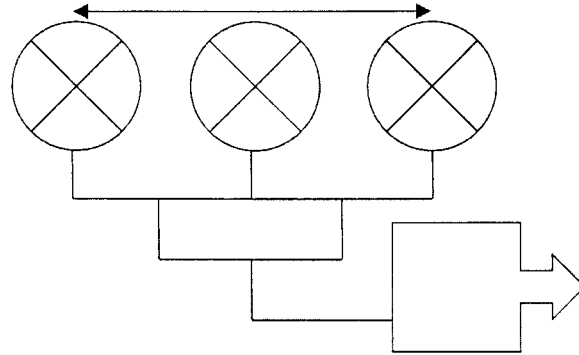
3 FEET APART OR MORE



Dual Drain Outlets

CORRECT

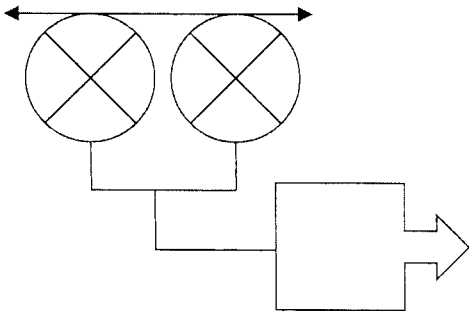
3 FEET APART OUTMOST OUTLETS



Multiple Drain Outlets

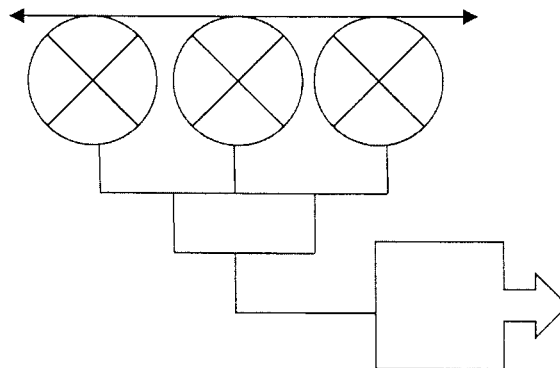
Incorrect

LESS THAN 3 FEET APART



Incorrect

LESS THAN 3 FEET APART FROM OUTMOST OUTLET



52.212-4 Contract Terms and Conditions-Commercial Items (May 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance 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. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable 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.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) 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.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.-
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been

made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109 , which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) 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 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 which reasonably could have been avoided.

(m) 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.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) 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.

- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
 - (t) System for Award Management (SAM).
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other

than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (May 2015)

(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 (Dec 2014)

(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 (Apr 2010) (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 (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) [Reserved].
- ___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (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. (Aug 2013) (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 (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).

- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Oct 2014) 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-Subcon-tracting 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 Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (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 (Jan 2014) (E.O. 13126).
- _X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- _X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- _X_ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- _X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- _X_ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (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 (Aug 2013). (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)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-13.

___ (37)(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.

___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

___ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

___ (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

___ (42)(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.

___ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (44) 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).

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (54)(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).

___ (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 2014)(E.O. 13658).

___ (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 (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 \$650,000 (\$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 (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (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 (Jul 2014) (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.

(xi)

___(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

___(B) 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 (Aug 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (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.

Attachment 1

Columbia/Boone County Dept of Public Health and Human Services
Compliance bid for Virginia Graeme Baker Pool and Spa Safety Act
CPSC-Q-15-0028

Name	Address/Zip code	City	Type	Operates	Class	Popultaion served
Albert Oakland	1900 BlueRidge, 65202	Columbia	Pool	s	A, F	150
Albert Oakland	1900 Blue Ridge, 65202	Columbia	Pool	s	A, F	150
ARC, The	1701 W. Ash, 65203	Columbia	Pool	y	A, F	250
ARC, The	1701 W. Ash 65203	Columbia	Spa	y	E	250
Aspen Heights	3600 Aspen Heights Parkway 65201	Columbia	Pool	s	B	200
Aspen Heights	3600 Aspen Heights Parkway 65201	Columbia	Spa	s	E	200
Baymont Inn & Suites	801 Keene St, 65201	Columbia	Pool	s	B	75
Bethel Falls	136 E Old Plank Rd 65203	Columbia	Pool	s	B	150
Boulder Springs	2260 Bennett Springs Dr 65201	Columbia	Pool	s	B	150
Briarcrest	105 N. Garth Ave, 65203-4700	Columbia	Pool	s	B	75
Broadway Apartments	2309 West Broadway, 65203	Columbia	Pool	s	B	75
Broadway Townhomes	2700 Green Vally Dr, 65201	Columbia	Pool	s	B	75
Brookside Downtown	260 S. Tenth St, 65201	Columbia	Pool	s	B	150
Brookside on walnut	1221 E. Walnut Parking Structure 65201	Columbia	Pool	y	B	150
Budget Host; was Travelodge	900 Vandiver Drive, 65202	Columbia	Pool	s	B	75
Campus Lodge	2900 S. Old Hwy 63 S. 65201	Columbia	Pool	s	B	150
Campus View	301 Campus View Drive 65201	Columbia	Pool	s	B	100
Campus View	301 Campus View Drive 65201	Columbia	Spa	s	E	100
Chateau Condos - Small	804 Fairview Road, 65203	Columbia	Pool	s	B	50
Club at Old Hawthorne	6221 E. Broadway, 65201	Columbia	Pool	s	B	200
Columbia Country Club - L	2210 Country Club Dr., 65201	Columbia	Pool	s	C	200
Columbia Country Club - S	2210 Country Club Dr., 65201	Columbia	Pool	s	F	200
Columbia Crossing Apartments	2206 White Gate Dr. 65201	Columbia	Pool	s	B	50
Comfort Inn	2905 Clark Lane, 65202	Columbia	Pool	y	B	50
Comfort Inn	2905 Clark Lane, 65202	Columbia	Spa	y	E	50
Copperstone	4100 Copperstone Creek 65203	Columbia	Pool	s	B	75
Country Club of MO	1300 Woodrail, 65203	Columbia	Pool	s	C	175
Courtyard Apartments	2012 West Ash Street, 65203	Columbia	Pool	s	B	50
Courtyard by Marriot	3301 Lemone Industrial 65201	Columbia	Pool	y	B	100
Courtyard by Marriot	3301 Lemone Industrial 65201	Columbia	Spa	y	E	100
Den, The	1412 Grindstone Plaza Drive 65201	Columbia	Pool	s	B	100
Domain	3100 E. Stadium Blvd 65201	Columbia	Pool	y	B	100
Douglas Park	400 N. Providence 65201	Columbia	Pool	s	A, F	200
Douglas Park	400 N. Providence 65201	Columbia	Pool	s	A, F	200
Eastgate Apartments	1810 E. Broadway 65201	Columbia	Pool	s	B	50
Falls, The	136 Old Plank Rd, 65203	Columbia	Pool	s	B	50
Fireside Apartments	101 Green Meadows 65203	Columbia	Pool	s	B	50
Grove, The	3218 Rock Quarry Rd 65201	Columbia	Pool	s	B	125
Hawthorne Apartments	106 N Garth Ave 65203	Columbia	Pool	s	B	50
Heather Ridge (Gatehouse)	2401 W Broadway St 65201	Columbia	Pool	s	B	50
Hickman High School	1104 N Providence 65201	Columbia	Pool	y	A	150
Holiday Inn Express	1402 Cinnamon Hill 65201	Columbia	Pool	y	B	150
Holiday Inn Express	1402 Cinnamon Hill 65201	Columbia	Spa	y	E	150
Holiday Inn	915 Port Way 65201	Columbia	Pool	y	B	100
Holiday Inn	915 Port Way 65201	Columbia	Spa	y	E	100
Kitty Hawk	1615 Kitty Hawk Drive, 65203	Columbia	Pool	s	B	75
Kitty Hawk	1615 Kitty Hawk Drive, 65203	Columbia	Pool	s	B	75
Lakeside Apartments	5001 S Providence Rd 65203	Columbia	Pool	s	B	50
Machers Aquatic	3015 Chinaberry, 65201	Columbia	Pool	s	C	150
Meadows Association	W Green meadows Rd 65203	Columbia	Pool	s	B	100
Montmartre Retirement Apartments	104 Clinkscales #600, 65203-811	Columbia	Pool	s	B	50
Nifong Village	3700 Monterrey Dr, 65201	Columbia	Pool	s	B	50
Off Broadway Condominiums	2801 W. Broadway, 65203	Columbia	Pool	s	B	50
Pointe, The	3500 Rock Quarry Rd 65201	Columbia	Pool	s	B	75
Stadium Apartments	1301 Old Highway 63 S. 65201	Columbia	Pool	s	B	100
Columbia Vineyards HOA	Stone Mountain Parkway 65201	Columbia	Pool	s	B	100
Tiger Village Apartments	301 Tiger Ln 65201	Columbia	Pool	s	B	50
White Oak Pool	1311 White Oak, 65203	Columbia	Pool	s	B	125
Wilson's Beach Club	4600 Forum 65203	Columbia	Pool	s	C	200
Wilson's Fitness	2902 Forum 65203	Columbia	Spa	y	E	200
Wilson's Fitness	2902 Forum 65203	Columbia	Pool	y	C	200
Wingate Inn	3101 Wingate Ct, 65201	Columbia	Spa	y	E	125
Wingate Inn	3101 Wingate Ct, 65201	Columbia	Pool	y	B	125
Wyndham Ridge	5720 Abercorn Dr. 65203	Columbia	Pool	s	B	75
y= year round operation						

