

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>the attached performance work statement and terms and conditions provided herein on pages 4 through 29.</p> <p>The minimum guaranteed amount for this contract is one (1) task order for the Base Period only.</p> <p>Incremental funding in the amount of \$512,000.00 is being provided for Task Order 0001. Additional funding will be provided by modification at a later date when funds become available.</p> <p>Base Year Period: September 28, 2015 - September 27, 2016</p>				
0001	<p>National and grassroots information and education marketing campaign, as described by the Virginia Graeme Baker Pool and Spa Safety Act.</p> <p>Obligated Amount: \$0.00</p>	1	EA	0.00	0.00
0001 A	<p>Pool Safely Campaign - Task Order 0001</p> <p>First (1st) Option Period: September 28, 2016 - September 27, 2017</p>	1	EA	1,071,791.00	512,000.00
0002	<p>National and grassroots information and education Continued ...</p>	1	EA	0.00	0.00

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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>)
	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
CPSC-D-15-0014

PAGE OF
3 29

NAME OF OFFEROR OR CONTRACTOR
WIDMEYER COMMUNICATIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	marketing campaign, as described by the Virginia Graeme Baker Pool and Spa Safety Act. Amount: \$0.00 (Option Line Item)				
	Second (2nd) Option Period: September 28, 2017 - September 27, 2018				
0003	National and grassroots information and education marketing campaign, as described by the Virginia Graeme Baker Pool and Spa Safety Act. Amount: \$0.00 (Option Line Item)	1	EA	0.00	0.00
	Third (3rd) Option Period: September 28, 2018 - September 27, 2019				
0004	National and grassroots information and education marketing campaign, as described by the Virginia Graeme Baker Pool and Spa Safety Act. Amount: \$0.00 (Option Line Item)	1	EA	0.00	0.00
	The total amount of award: \$1,071,791.00. The obligation for this award is shown in box 26.				

PERFORMANCE WORK STATEMENT

1. Introduction

The U.S. Consumer Product Safety Commission (CPSC) is an independent federal regulatory agency created by Congress in 1972 charged with “protecting the public against unreasonable risks of injuries and deaths associated with consumer products.” CPSC is committed to protecting consumers and families from pool and spa drownings and drain entrapment, as well as fire, electrical, chemical, and mechanical hazards. The CPSC’s work to help ensure the safety of consumer products — such as toys, cribs, power tools, cigarette lighters, and household chemicals — contributed significantly to the decline in the rate of deaths and injuries associated with consumer products over the past 40 years.

In 2010, CPSC created *Pool Safely: Simple Steps Save Lives*, a national public education campaign to reduce childhood drowning, non-fatal drownings and entrapments in pools and spas. The campaign carries out the public information and education requirements of Section 1407 of the Virginia Graeme Baker Pool & Spa Safety Act (hereafter referred to as the VGB Act). Pool Safely is designed to raise public awareness, promote industry compliance, improve the safety of pools and spas, and reduce child drownings.

2. Objective

The objective of this contract is to engage the services of a Contractor with expertise in developing and implementing a full scale, multi-media information and education campaign that satisfies Section 1407 of the VGB Act, and seeks to build upon and enhance the existing *Pool Safely* Program. The program shall support a national and grassroots drowning and drain entrapment prevention campaign as called for by the VGB Act. All materials, previously developed and newly developed, will reinforce the general pool safety message with an emphasis on: (1) drowning prevention, (2) the hidden dangers of drain entrapment, and (3) the requirements of the VGB Act. Requirements for Task 0001 are outlined within this PWS (pages 25 – 29).

3. Contract Type

This is a single award, firm fixed priced Indefinite Delivery, Indefinite Quantity performance-based contract. Services will be ordered via task orders. This is a non-personal services contract for a base year to commence no later than September 30, 2015, and three (3) option years.

4. Task Orders

Individual Task Orders will be issued in writing to the Contractor by the Contracting Officer. Unless previously priced and/or negotiated, tasks will be solicited in the form of a Request for Quotation. The Contractor shall submit a written proposal describing the specific actions that will be taken to complete the requested task (described in Description of Services), including a cost breakdown of the required services, published GSA rates, discounts from the published

GSA rates, and any additional charges specific to the task, including travel in accordance with Federal Travel Regulation.

5. Description of Services

The contractor shall conduct a national and grassroots information and educational marketing campaign to support the Virginia Graeme Baker Pool & Spa Safety Act for the Office of Communications at the Consumer Product Safety Commission.

6. Contractor Qualifications

The contractor must meet the following minimum qualification requirements:

- a) The contractor shall have a minimum of ten years of experience in national children's and/or public health and safety education and information campaigns.
- b) The contractor shall have a proven track record of conducting outreach campaigns that reach targeted audiences.
- c) The contractor shall have the ability to devise and execute original and creative concepts for reaching out and engaging target audiences.
- d) The contractor shall have a record of innovative and successful public service campaigning or outreach on important consumer or public health and safety issues.
- e) The contractor shall have the ability to report placement, impressions and other metrics and demographics for an analysis of the impact of the campaign, including social media outreach.
- f) The contractor shall have the ability to track and measure progress and success regarding influencing the target audience, including partnering organizations.

7. Period of Performance

September 28, 2015 through September 27, 2016. Individual task order performance dates shall be governed by the individual task order. Option year performance periods shall be indicated in the Schedule of Services, if exercised. Option years will be exercised by unilateral modification.

8. Performance Assessment Plan

The Contractor performance requirements are summarized into performance objectives that relate directly to the mission essential tasks of this contract. The performance thresholds briefly describe the minimum acceptable levels of service required for each objective. The thresholds are critical to the mission success. Performance objectives for this contract are listed below. Additional performance objectives may be added to individual task orders, as applicable.

a) **Performance Objectives**

All services shall further the requirements of the VGB Act (<http://www.poolsafely.gov/pool-spa-safety-act>). The VGB Act requires the Commission to establish and carry out an education program to inform the public of methods to prevent drowning and entrapment in swimming pools and spas. In carrying out the program, the Commission shall develop:

- 1) educational materials designed for pool manufacturers, pool service companies, and pool supply retail outlets;
- 2) educational materials designed for pool owners and operators; and
- 3) a national media campaign to promote awareness of pool and spa safety

b) **Performance Threshold**

These criteria shall be met 100 percent of the time. The threshold is either pass or fail.

The Contracting Officer's Representative (COR) shall be responsible for monitoring contractor performance and determining performance measures. All performance shall be documented, in accordance with the performance assessment plan. The COR shall maintain written records of the Contractor's performance in accordance with the assigned performance objectives. The COR shall determine if performance thresholds are met and shall notify the Division of Procurement Services and Office of the General Counsel in writing if there is a failure to meet performance thresholds.

9. Reporting Requirements

- a. The contractor shall electronically submit written Monthly Reports to CPSC's COR via email. These reports shall include an update of activities broken down by tasks. The report should contain a listing by task project of major accomplishments, issues and risks, measurement results. These should include all media and social media tracking reports; photos and videos for posting on the *Pool Safely*, YouTube and Flickr platforms; copies of ads; transportation signs and earned media hits; contact reports; and planned activities for the upcoming month. The monthly report shall be due on the 10th of each month for the prior month.
- b. The contractor shall submit a final written report to the COR that identifies all services performed and results achieved. The report shall be delivered in electronic format. The report shall address all of the issues and objectives set forth in each Task Order Performance Work Statement. The final report shall include any comments received from the COR and the Contractor's response for solutions to such comments. The report shall be due fourteen (14) days after the end of the twelfth month or base year.

10. Delivery and Performance

- a) The CPSC will electronically deliver to the Contractor any materials (news releases, recalls, photos, advisories, etc) and the native files required for reproduction, distribution and/or translation. The *Pool Safely* website, www.PoolSafely.gov, is an excellent source of information about the campaign.
- b) All materials provided hereunder are for the exclusive use in performance of this contract. The contractor shall not release any materials for public dissemination without prior written approval by the COR.
- c) The Contractor shall designate in performance of this contract a direct Contractor representative to work with and respond to any concerns or expedited requests from the COR.
- d) During the performance of this contract, all technical questions and concerns shall be coordinated with the designated COR.

11. Inspection and Acceptance of Deliverables

- a) The CPSC will review all materials submitted for approval within ten (10) working days after the date of receipt unless otherwise indicated in each individual task order. When changes are required as a result of the COR review of materials submitted, the COR will stipulate in the change request when revisions shall be completed. The COR will submit approvals and change requests via email to the Contractor's representative.
- b) The CPSC will accept/reject materials based on conformance with the performance work statement. Any corrections or adjustments necessitated by the Contractor's failure to comply with the performance work statement shall be made at no additional cost to the Government.

12. Quality Control

The Contractor shall develop and maintain a quality control program to help ensure that the Contractor provides qualified and professional personnel and that performance is in accordance with the criteria stated within each task order performance work statement and commonly accepted commercial practices. At a minimum, the Contractor shall develop quality control procedures that address the areas identified in each performance work statement.

13. Quality Assurance

The COR shall ensure that all risks are identified, planned for, and managed using Capability Maturity Model Integration (CMMI) Level 2, ISO 9000, or other standard project management techniques.

14. General Information

a) Status Reports

The Contractor is required each week to conduct a telephone or in-person status meeting with the COR and/or designated CPSC personnel. The meeting schedule, type of meeting and meeting attendees will be determined by the COR.

b) Badges

The Contractor is required to obtain a badge through the CPSC security office. Badges must be displayed at all times while on the premises.

c) Government-Furnished Resources

CPSC will issue three laptop computers for managing, maintaining and enhancing the *Pool Safely* website, as approved by the COR.

d) Travel Costs

The Contractor's firm fixed price quote shall be inclusive of travel costs necessary to perform the work required under this contract. Travel costs shall be paid and limited in accordance with the Federal Travel Regulations (FTR) at <http://www.gsa.gov/portal/content/104790>.

e) Section 508 Compliance

Individual printed products and/or electronic communication products produced under this contract shall be submitted to CPSC for individual clearance. All material and products posted on poolsafely.gov or other CPSC Web sites must meet Federal 508 compliance standards.

15. CLAUSES

LC1A CONTRACTOR'S NOTE

Deliveries and/or shipments shall not be left at the Loading Dock. **All deliveries shall be considered "inside deliveries"** to the appropriate room at the Consumer Product Safety Commission (CPSC) and in accordance with the instructions below. When scheduling deliveries the purchase order number shall always be referenced and all packages shall clearly display the Purchase Order Number on the outside of the cartons and/or packages, to include the packing slip.

ATTENTION GOVERNMENT VENDOR

A. DELIVERY INSTRUCTIONS:

1. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

If the shipment or item being delivered requires use of a loading dock, advance notification is required. The contractor shall contact the Shipping and Receiving Coordinator at 301-892-0586 or Constantia Demas (301) 504-7544 forty-eight (48) hours in advance of the date the items are to arrive to schedule use of the loading dock.

LOADING DOCK HOURS OF OPERATION:

9:00 am to 11:00 am or 1:30 pm to 4:00 pm
Monday through Friday (except holidays)

Please notify contact person if there is a change in the delivery date. For changes, delays, or assistance please contact CPSC as follows:

Facilities Management Support Services (301) 504-7091 and

The COR – Ellyn Pollack | (301) 504-7597 | epollack@cpsc.gov

Upon arrival, the driver should contact the CPSC Guard, 301-504-7721, at the loading dock to obtain assistance in using freight elevators and to gain access to CPSC security areas.

2. DELIVERY INSTRUCTION FOR SMALL ITEMS

When delivering or shipping small items, the contractor and/or carrier service shall report to the 4th floor lobby, North Tower, 4330 East West Highway, to sign in with the CPSC guard. Upon completion of signing in, the contractor shall deliver all shipments to the Mail Room, Room 410. After delivery, delivery personnel shall promptly depart the building.

MAIL ROOM HOURS OF OPERATION:

Monday through Friday (except holidays) – 7:30 am to 5:00 pm

B. 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.

C. 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.

D. 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.

E. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Tricia Folts, Contract Specialist | 301-504-7674 | PFOLTS@CPSC.GOV

F. 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.

G. 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 (Constantia Demas) 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.

LC 5 CONTRACTING OFFICER'S REPRESENTATIVE (COR) DESIGNATION

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

Ellyn Pollack | 301-504-7597 | EPOLLACK
Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814

b. The CPSC COR is responsible for performing specific technical and administrative functions, including:

- (1) performing technical evaluation as required;
- (2) assisting the Contractor in the resolution of technical problems encountered during performance; 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; and
- (3) inspection and acceptance of all items required by the contract.

c. The COR, who may be personally liable for unauthorized acts, is not authorized to and shall not:

- (1) make changes in scope of work, contract schedules, and/or specifications, or to make changes that affect price, quality, quantity or delivery,
- (2) direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and
- (3) make commitments or changes that affect price, or 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 30 Security and Personal Identity Verification Procedures

a. The performance of this contract requires contractor employees to have access to CPSC facilities and/or systems. In accordance with Homeland Security Presidential Directive-12 (HSPD-12), all such employees must comply with agency personal identity verification (PIV) procedures. Contractor employees who do not already possess a current PIV Card acceptable to the agency shall be required to provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check prior to being permitted access to any such facility or system. CPSC may accept PIV issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to a CPSC facility or system without approval under the PIV process.

b. Contracted employees must meet the following citizenship requirements:

1. A United States (U.S.) citizen; or,
2. A national of the United States (see 8. U.S.C. 1408); or,
3. An alien lawfully admitted into the United States for permanent residence as evidenced by an alien Registration Receipt Card form I-151

c. Within five (5) days after contract award, the contractor shall provide a list of contracted personnel, including full name, social security number, and place (city and state) and date of birth to the designated Contracting Officer's Representative (COR). This information will be used to determine whether personnel have had a recent Federal background investigation and whether or not further investigation is required.

d. For each contractor employee subject to the requirements of this clause and not in possession of a current PIV Card acceptable to CPSC, the contractor shall submit the following properly-completed forms: Electronic Standard Form (SF) 85 or 85-P, "Questionnaire for Non-sensitive Positions", SF (87) Fingerprint Chart, Optional Form (OF) 306 and a current resume. The SF-85 is available from the Office of Personnel Management's (OPM) secure website. The CPSC Office of Human Resources will provide the COR with the other forms that are not obtainable via the internet.

e. The contractor shall complete the electronic security form and deliver the other completed forms indicated in paragraph d above to the COR within five (5) days of written notification from the COR of those contractor employees requiring background investigations.

f. Upon completion of the investigation, the COR will notify the contractor in writing of all investigation determinations. If any contractor employees are determined to be unsuitable to be given access to CPSC, the contractor shall immediately provide identical information regarding replacement employees. The contractor is responsible for providing suitable candidates and fulfilling staffing requirements under the contract so that there is no break in service. This approval process applies to contract start up and any required replacement personnel. Failure to

prequalify potential replacement personnel will not serve as an excuse for failure to provide performance. Non performance due to failure to provide suitable contractor employees may result in a Termination for Cause or Default.

g. CPSC will issue a PIV Card to each on site contractor employee who is to be given access to CPSC facilities and systems. The employee will not be given access prior to issuance of a PIV card. CPSC may revoke a PIV Card at any time if an investigation or subsequent investigation reveals that the personnel are unsuitable.

h. PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a CPSC facility, and shall present cards for inspection upon request by CPSC officials or security personnel. The contractor shall be responsible for all PIV Cards issued to the contractor's employees and shall immediately notify the COR if any PIV card(s) cannot be accounted for.

i. CPSC shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to CPSC facilities and systems. The COR will notify the contractor immediately when CPSC has determined that an employee is unsuitable or unfit to be permitted access. The contractor shall immediately notify such employee that he/she no longer has access, shall remove the employee and shall provide a suitable replacement in accordance with contract requirements and the requirements of this clause.

j. By execution of this contract, the contractor certifies that none of the employees working under this contract have been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years. During contract performance the contractor shall immediately notify CPSC if one of its employees working under this contract has been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five years.

k. The Government reserves the right to have removed from service any Contractor employee for any of the following:

1. Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.
2. Falsification of information entered on security screening forms or other documents submitted to the Government.
3. Improper conduct during performance of the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.
4. Any behavior judged to be a threat to personnel or property.

l. The COR shall be responsible for proper separation of contracted employees at the Consumer Product Safety Commission. The COR shall ensure that each contractor employee completes CPSC's official out processing procedures. The contracted employee shall report to the CPSC Facilities Security Specialist to obtain a Contractor Employee Accountability and Clearance Record. This record shall be completed as part of the official out-processing procedures and returned along with the PIV card, key fobs, keys and any other previously issued material.

m. Contractor employees shall comply with applicable Federal and CPSC statutes, regulations, policies and procedures governing the security of the facilities and system(s) to which the contractor's employees have access.

n. Failure on the part of the contractor to comply with the terms of this clause may result in termination of this contract for cause or default.

o. The contractor shall incorporate this clause in all subcontracts.

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.

52.216-18 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 the last day of the final exercised option period.

(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 (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, 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 of \$1 million;
 - (2) Any order for a combination of items in excess of \$1 million; or
 - (3) A series of orders from the same ordering office within 30 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 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.

(End of clause)

52.216-22 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 completion date started on applicable task order.

(End of clause)

52.217-8 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.

(End of clause)

52.217-9 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 (15) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) 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 five (5) years.

(End of clause)

52.227-14 Rights in Data-General (May 2014)

(a) Definitions. As used in this clause-

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”-

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See [41 U.S.C. 116](#)).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of [17 U.S.C. 401 or 402](#), and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore

the markings. However, pursuant to [41 U.S.C. 4703](#), the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act ([5 U.S.C. 552](#)) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer

in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

52.238-18 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)

Task Order 0001

1. Objective

- a) *Pool Safely*, CPSC's drowning and drain entrapment prevention program that supports Section 1407 of the VGB Act, is in its sixth year as a leading public education and information campaign. The goals of the VGB Act and the *Pool Safely* Campaign are to reduce the number of child drownings and maintain a zero death rate from drain entrapments in pools and spas.
- b) To date, the campaign has been very successful in reaching hundreds of millions of Americans through the media, social media, PSA placements, and partner outreach. Upcoming efforts need to address two concerns: 1) many consumers, especially minority and underserved populations, do not know about safety around pools and spas, especially for small children and non-swimmers; and 2) many residential pools do not have the same safety protections as public pools (only public pools must comply with Section 1404 of the VGB Act).
- c) The goal of this task order shall be to expand the reach into key audience groups and deliver compelling *Pool Safely* messages to targeted audiences in the general public and to pool and spa owners and managers. Critical to this approach will be gaining more participation from supporting groups, organizations, and companies.

2. Description of Services

Independently and not as an agent of the government, the Contractor shall develop and implement a full-scale, multi-media information and education campaign that targets the general public, the pool and spa safety community, owners and operators, manufacturers, retailers, service providers, state and local entities, and pool and spa-related associations and organizations. The Contractor shall place a special emphasis on underserved populations that face the highest risk of drowning. The *Pool Safely* campaign's already developed brand and logo will be used on all materials and messages.

- a) Five working days after award, the Contractor shall present a Project Management Plan (PMP) to the Contracting Officer's Representative (COR). The plan shall outline the Contractor's detailed methodology and approach for meeting the task order performance work statement, specifically the deliverables for Task Order 0001. The PMP shall include any plans for using subcontractors.

The PMP shall serve as a blueprint for the campaign and its sustainability. The Contractor shall start performing its obligations as set forth in this Task Order (which will incorporate the PMP) within one (1) business day after written approval of the PMP by the COR.

- b) The Contractor shall develop and execute a year-round campaign plan that includes pool safety events and activities, including events and activities appropriate for participation by the CPSC's Chairman. These events and activities may include some travel.
- c) The PMP shall include times (dates TBD) for periodic meetings with CPSC's Campaign Leader/COR and at least one meeting or webinar with established *Pool Safely* Partners.
- d) The Contractor shall plan for, create, and take advantage of opportunities for expanding knowledge about the campaign and its significance. Specifically, through news reports, community outreach and a (Take the Pledge) "Call to Action." The Contractor shall track and report monthly on traditional media and social media coverage, including Twitter, blogs, Facebook, and YouTube, as well as usage of the campaign's materials. The Contractor shall report placement and viewership numbers for specific media, and present analysis of the impact of the campaign.
- e) The Contractor shall distribute nationwide all Public Service Announcements (PSAs) (electronic, print, broadcast and radio), including print PSAs to be placed at municipal transit, shopping or other locations simultaneously.
- f) The Contractor shall assist with scheduling radio, television, print interviews for the CPSC Chairman or other key officials as directed, as well as meetings with campaign stakeholders. These interviews and meetings may require the Contractor to coordinate with campaign partners or develop new partners.
- g) The Contractor shall identify and arrange for the Chairman or designated officials to participate in press events, Satellite Media Tours (SMTs) and Radio Media Tours (RMTs) on dates and topics as agreed upon by the COR. Coordinating partner participation is an option for all of these events. *Pool Safely's* growing list of partners can be found here: <http://www.poolsafely.gov/partner-organizations/meet-our-partners/>
- h) The Contractor shall maintain and build upon the existing partner list of organizations and companies that send *Pool Safely* messages, participate in events, and use our materials for the benefit of the public. The Contractor shall track partner activities, such as how they disseminate *Pool Safely* materials and promote the *Pool Safely* message. Contractor shall notify the COR if a partner, for any reason, is not using campaign materials for the benefit of the public. All Memoranda of Understanding that establish new campaign partners shall be reviewed by the COR and the Office of the General Counsel, with the COR signing the agreement after legal review is complete. For each potential partner who would execute an MOU with CPSC, the Contractor shall compile background information (consisting of verified factual information about the potential partner organization) and shall provide this information to the COR along with the MOU as prepared for the potential partner. All such MOUs are subject to approval of the COR.

The Contractor's role with respect to MOUs shall be purely administrative. The Contractor is not authorized to negotiate the terms MOUs on behalf of CPSC, and shall not add to delete from or otherwise alter the CPSC-approved MOU template in any way without prior written approval from CPSC.

- i) The Contractor shall assist in building subscriptions to the *Pool Safely* listserv, such as by including subscription information in messages sent by the COR or the Contractor to partners and potential partners.
- j) All materials and tools shall conform to the *Pool Safely* brand and the requirements of the VGB Act. CPSC will provide the Contractor with native files of campaign materials for use as PSAs, billboards, transportation signs, online ads, etc. All new items will include the branded design and are subject to the approval of the COR.
- k) The Contractor shall use and disseminate all existing materials used in the advertising campaign and for media outreach, including, but not limited to, PSAs (TV, radio and print), transportation signs, online ads and other materials, as needed. Contractor shall update these materials as needed. CPSC will continue to disseminate all materials free of charge to its partners and other interested parties that participate in events.
- l) The Contractor shall maintain electronic materials, including downloadable items. The Contractors shall prepare for the approval of the COR, daily and weekly messaging updates for the *Pool Safely* website, *Pool Safely* listserv, and social media sites. Prior to distribution of messaging, the contractor shall obtain written approval of the messaging from the COR. All materials developed and produced for this contract shall be turned over to CPSC within two working days of request from the COR, or within three weeks of the completion of the contract.
- m) The contractor shall assist CPSC in the development of new materials and communications tools, which shall conform to the *Pool Safely* brand and requirements of the VGB Act and be subject to approval of the COR.
- n) The Contractor shall make updates to the website and make recommendations for the further development of PoolSafely.gov in English and Spanish, in order to ensure consistent messaging and increase traffic to the site. The Contractor shall work in collaboration with the COR and the CPSC Office of Information and Technology Services to ensure any new developments or features of the PoolSafely.gov site conform to the overall architecture and IT strategy.

- o) The contractor shall assess quality, performance and effectiveness of *Pool Safely* educational games for children, such as *The Adventure of Splish & Splash*. Recommend and implement enhancements to said products.
- p) Using various education and outreach tools, the Contractor shall work with selected *Pool Safely* partners to create and support a minimum of six national, regional and local events that are topic related and/or include *Pool Safely* target audiences. Contractor shall promote these events through traditional and social media channels. The minimum number of events the Contractor must create and support shall be specified in each executed task order
- q) The Contractor and CPSC will work together to identify and treat high-profile drowning and other breaking news about tragic drowning or entrapment incidents in a particular community as an educational opportunity. The contractor shall recommend and prepare appropriate responses, including Letters to the Editor (LTEs) or Op-Ed placements. Use of social media for this effort is recommended. The goal is to take a targeted, hands-on approach that focuses on key media outlets in lieu of broad email distribution and outreach.
- r) The Contractor shall work to garner the support of celebrities, athletes, government officials or high-profile individuals who agree to support the campaign through social media or traditional media. The contractor may make phone calls, send emails, tweet or use other means to generate support from these target individuals. The Contractor shall seek pre-approval from the COR before communicating with such individuals.
- s) Special focus shall be given to minority and underserved outreach. This shall include customizing materials for minority and underserved populations, and developing outreach strategies to educate these audiences.
- t) Continue to develop and expand the campaign's *Take the Pledge* call-to-action campaign. The Contractor shall develop ways to increase visibility and sign-ups among partners and families. The minimum goal of signed pledges to be collected, either online or hardcopy, will be determined with each executed task order.
- u) Translation Services - An estimated 25% (twenty-five percent) of all materials developed shall be translated into Spanish for dissemination to key Spanish language radio and television programs, websites and at community events, within three (3) business days after receiving the English version. The Contractor shall translate press releases, brochures or other written materials into Spanish for CPSC written approval before distributing them.

3. Deliverables

All deliverables shall be submitted to the COR for written approval prior to release. All recommended changes and/or suggestions shall be addressed, in writing.

The following items shall be delivered by the Contractor to CPSC as set forth in Task Order 0001:

- a) Project Management Plan (section 2,a)
- b) Campaign plan (section 2,a,b)
- c) Monthly tracking and reporting (section 2.d)
- d) Distribution of all PSAs (section 2.e)
- e) Arrangements for radio, television, print interviews and meetings with key stakeholders (section 2.f)
- f) Arrangements for participation in press events, Satellite Media Tours or Radio Media Tours (section 2.g)
- g) Monthly statistics regarding specified communications and pool safety activities by partners (section 2.h)
- h) Subscriptions to *Pool Safely* listserv (section 2.i)
- i) Materials (section 2.k)
- j) Daily and weekly updates of electronic materials to website (section 2.l)
- k) Development of new materials and communications to COR for approval (section 2.m)
- l) Website updates (section 2.n)
- m) Letters to editor (section 2.q)
- n) Minority materials and outreach (2, s)
- o) Actions to expand *Take the Pledge* campaign (section 2,t)
- p) Translation services/documents (section 2 u)

4. Reporting Requirements

Reporting requirements shall be as indicated in Section 9 of the contract.

5. Period of Performance

The performance period for Task 0001 shall begin September 28, 2015 through September 27, 2016.

6. Performance Objectives/Threshold

All services shall comply with the VGB Act, see <http://www.poolsafely.gov/pool-spa-safety-act>. These criteria shall be met 100 percent of the time. The threshold is either pass or fail.