

**ORDER FOR SUPPLIES OR SERVICES**

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

1. DATE OF ORDER 06/01/2022		2. CONTRACT NO. (If any)		6. SHIP TO:	
3. ORDER NO. 61320622S0017		4. REQUISITION/REFERENCE NO. CPS-21341-22-0021		a. NAME OF CONSIGNEE CPS-CFI	
5. ISSUING OFFICE (Address correspondence to) CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF FIELD INVESTIGATIONS 4330 EAST WEST HWY ROOM 710 BETHESDA MD 20814				b. STREET ADDRESS CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF FIELD INVESTIGATIONS 4330 EAST WEST HIGHWAY ROOM 710	
7. TO: Holly Buchenroth				c. CITY BETHESDA	
a. NAME OF CONTRACTOR LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT				d. STATE MD	
b. COMPANY NAME				e. ZIP CODE 20814	
c. STREET ADDRESS 200 E MAIN ST				f. SHIP VIA	
d. CITY LEXINGTON				8. TYPE OF ORDER	
e. STATE KY				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: _____ _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if anv. including delivery as indicated.	
f. ZIP CODE 40507-1310				<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE CONSUMER PRODUCT SAFETY COMMISSION	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				Destination	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT	
a. INSPECTION Destination		b. ACCEPTANCE Destination		ON OR BEFORE (Date) 11/15/2022	
				16. DISCOUNT TERMS NET 30 PROMPT PAY	

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Inv Approver/COR: MARTINEZ, JACQUELINE Inv Approver/COR Backup1: WALKER, JODY Accounting Info: CPS0100DA2222XX-2022-61000001-252004-CPS0213 410000-XXXXXXXXXX-XXXXXXXXXXXX-XXXXXX-CPS42 6160-XXXX-XXXXXXXXXXXX-XXXXXXXXXXXX-XXXXXXXX Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME ARC/ASD/IPP						\$5,000.00
	b. STREET ADDRESS (or P.O. Box) Submit invoices via the Invoice Processing Platform at www.ipp.gov						\$5,000.00
c. CITY Inquiries call 304-480-8000 #7		d. STATE		e. ZIP CODE			

22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) BEVERLY J. KOHEN TITLE: CONTRACTING/ORDERING OFFICER			
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**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

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

DATE OF ORDER  
06/01/2022

CONTRACT NO.

ORDER NO.

61320622S0017

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>X-XXXXXXXXXX</p> <p>Contractor to conduct a minimum of five seminars to promote the "Fire Safety" Information and Education Program per attached SOW.</p> <p>Contracting Officer Representative (COR) Jackie Martinez, Product Safety Investigator Phone: 718-948-9129 Email: JMartinez@cpssc.gov</p> <p>Services to be performed in accordance with the attached Statement of Work.</p> <p>The total amount of award: \$5,000.00. The obligation for this award is shown in box 17(i).</p>				5,000.00	

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

\$5,000.00

## **CPSC Contracting Officer's Representative (COR) Designation Letter**

COR Name: Jackie Martinez

CPSC Contract No.: 61320622S0017 Lexington-Fayette Urban County

Fire Department

### **A. DESIGNATION OF COR**

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

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

This letter confirms that you are a government employee and are certified as a COR in accordance with the current Office of Management Budget memorandum on the Federal Acquisition Certification for Contracting Officer's Representatives (FAC-COR) guidance. As the COR you shall maintain the appropriate certification level as described in CPSC Directive No. 1521.1. This designation is not redelegable. As the designated COR, you may be personally liable for unauthorized acts. This designation is valid throughout the contract period cited in the contract.

### **B. COR LIMITATIONS**

As the COR, you have no authority to make any commitments or changes that affect price, quality, quantity, delivery or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions. Only a CO has the authority to take such actions. You may be held personally liable, and may be subject to disciplinary action, for unauthorized actions, particularly if the action is determined to be a violation of the

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

### C. COR DUTIES AND RESPONSIBILITIES

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

1. Develop the contract specifications and/or performance work statement in such a manner as to promote competitive procurement actions.
2. Coordinate with the program office to ensure that technical requirements are incorporated into the resulting contract specifications and/or performance work statement.
3. Identify measurable performance objectives.
4. Identify potential contractors.
5. Perform technical evaluations as required.
6. Arrange for any required government-furnished equipment or facilities.
7. Ensure that the contractor has any necessary clearances to access the facility and data required by the contract.
8. Monitor and document contractor technical performance to assure that the contract terms and conditions are fully met and within the scope of the contract.
9. Inform the Contracting Officer when a contractor has not met contract requirements and coordinate with the Contracting Officer on any required corrective action.
10. Assist the Contracting Officer in the resolution of technical problems encountered during performance.
11. Submit performance reports in accordance with the Contractor Performance Assessment Reporting System (CPARS) requirements and agency policy.
12. Ensure that any requested changes to the resulting contract are formally effected by a written modification issued by the Contracting Officer before the contractor proceeds with the changes.
13. Perform inspection, acceptance or rejection of all deliverables in accordance with the terms of the contract.
14. Review and approve or disapprove the contractor requests for payment (invoice) to ensure that the invoice accurately reflects the service completed or product received in accordance with the requirements of the contract.
15. Maintain a contract working file that includes this designation letter, a copy of the contract award, modifications, correspondence, records of inspection, performance meetings, invoices and other documents describing the COR's duties,

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

**D. STANDARDS OF CONDUCT AND CONFLICTS OF INTEREST**

As the COR you are responsible for protecting the U.S. Government's interests, while supporting its reputation for fair and equal dealings with all partners, including contractors. Therefore, if you have any direct or indirect financial interests that may place you in a position where there is a conflict between your private interests and the public interest of the United States, you must immediately inform your supervisor, the Contracting Officer and the Office of General Counsel.

**E. CONTRACTING OFFICER SIGNATURE:**

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Date

**F. CONTRACTING OFFICER'S REPRESENTATIVE ACKNOWLEDGMENT:**

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

\_\_\_\_\_  
Contracting Officer's Representative

\_\_\_\_\_  
Date

# **Statement of Work**

## **U.S. Consumer Product Safety Commission (CPSC)**

### **Fire Safety Program**

#### **1. BACKGROUND**

The U.S. Consumer Product Safety Commission (“CPSC” or “Commission”) is charged with protecting the public from unreasonable risks of injury from consumer products through education, safety standards activities, regulation, and enforcement. CPSC has been producing estimates of residential fires and related deaths, injuries and property since the early 1980s. CPSC’s data outlined in the report entitled “2016 through 2018 Residential Fire loss Estimates” presents fire and fire loss estimates pertaining to unintentional residential structure fires and civilian casualties. The estimates are:

- 351,900 fires, 2,410 deaths, 10,370 injuries and \$6.36 billion in property losses in 2016;
- 362,600 fires, 2,230 deaths, 10,060 injuries, and \$7.07 billion in property losses in 2017;
- 371,600 fires, 2,460 deaths, 10,740 injuries, and \$7.56 billion in property losses in 2018; and
- an estimated annual average of 362,000 fires, 2,370 deaths, and 10,390 injuries and \$7.00 billion in property losses over the 3-year period from 2016 through 2018.<sup>1</sup>

Cooking equipment accounted for the largest percentage of fires. An estimated annual average of 168,600 cooking equipment-related fires from 2016 through 2018 accounted for 46.6 percent of the average annual estimate of total residential fires for the same period. Heating and cooling equipment fires constituted the second largest share of total residential fires. The estimated annual average of 41,000 fires for 2016 to 2018 was 11.3 percent of the annual average estimate of total residential fires during the same period.<sup>2</sup>

Cooking equipment accounted for the largest percentage of fires. An estimated annual average of 152,600 cooking equipment-related fires during 2011–2013 accounted for 42.5 percent of the average annual estimate of total residential fires for the same period.<sup>3</sup>

Heating and cooling equipment fires constituted the second largest share of total residential fires. The estimated annual average of 44,100 fires for 2011–2013 was 12.3 percent of the annual average estimate of total residential fires during the same period. For heat source, smoking materials were the largest contributor to deaths, associated with an annual average of 440 deaths from 2011 to 2013. This is 20.3 percent of the estimated annual average of total residential fire deaths. Smoking materials, however, comprise only 3.0 percent of the total estimated residential fires. Among products that are heat sources, candles were involved in the second highest number of deaths.<sup>4</sup>

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

#### **2. AUTHORITY**

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

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<sup>1</sup> 2016-2018 Residential Fire Loss Estimates, David Miller, CPSC Directorate for Epidemiology

<sup>2</sup> 2016-2018 Residential Fire Loss Estimates, David Miller, CPSC Directorate for Epidemiology

<sup>3</sup> 2016-2018 Residential Fire Loss Estimates, David Miller, CPSC Directorate for Epidemiology

enforcement of the Act... and, if so agreed, may pay in advance or otherwise for the reasonable cost of such assistance..."

**3. OBJECTIVE**

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

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

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

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

**4. SPECIFICATIONS**

Independently, and not as an agent of the U.S. Consumer Product Safety Commission (CPSC), the contractor shall furnish the necessary personnel, materials, services and facilities to perform the work set forth below, except in Section 14, Government Furnished Supplies and Equipment.

**5. WORK STATEMENT**

- A. The contractor shall conduct a minimum of five on-site safety seminars or training events within the state of Kentucky to promote the "Fire Safety" education program. The contractor shall provide in advance a list of proposed seminar/training events locations to conduct the on-site safety seminars to the Contracting Officer Representative ("COR") for approval. The contractor shall have a combined total audience of at least 200 attendees for the five seminars

In order to reach the audience requirement, the contractor, with written approval in advance of the seminars by the COR may also conduct virtual seminars within the state of Kentucky to promote the "Fire Safety Program" information and education campaign.

The contractor shall not be authorized to conduct virtual safety seminars without prior written approval from the COR.

All virtual seminars shall have the following:

- All virtual seminars shall have audio and video outputs for the targeted audience.
- The contractor shall use visual conferencing medium, or other medium to conduct the virtual meetings.
- The contractor shall provide in advance a copy of the proposed virtual presentation to the COR.
- The contractor shall provide a description of the planned and targeted audience (name of groups, etc.)
- Virtual meetings must be approved in advance by the COR. The contractor shall provide participant attendance reports for virtual seminars generated by web platforms such as Microsoft Teams, Zoom and

WebEx. The contractor shall plan in advance of each seminar to download and submit the attendance reports from the respective platform used to verify and document seminar audience attendance.

The targeted audience shall include consumers, state and local officials, parents, grandparents, families, community fairs, injury prevention safety groups and other organizations committed to promoting safety. The COR will approve or modify the list of locations in writing. The contractor shall have a combined total audience of at least 200 attendees for the five seminars. (Note: This program can be incorporated with other safety meetings for wider audience participation but cannot be combined with another CPSC Safety Education contract event.)

The contractor shall not be authorized to conduct safety seminars on-site or virtual seminars at specific locations without prior written approval from the COR.

**B. Safety Messaging** - The contractor shall conduct an overview/presentation and discussion with the audience the “Fire Safety Program” safety messaging and include the following during the seminar presentation:

**Fire Safety Tips**

- Make sure your home has working smoke alarms.
- Review the CPSC website for information on recalled smoke alarms.
- You need a smoke alarm on every level, inside each sleeping room, and outside each separate sleeping area. Interconnect the alarms so when one sounds, they all sound.
- Install smoke alarms and alert devices to help family members who are deaf or hard of hearing.
- Alert devices, such as strobe lights, flash when the smoke alarm sounds. Pillow or bed shakers may be useful to wake a person who is sleeping. The shakers are triggered by the sound of the smoke alarm and shake people awake to warn them of a fire.
- Test your alarms at least once a month. Press each test button to make sure it is working.
- Practice your fire drill. Plan your home escape. Share the plan with everyone in the family and guests.
- The plan should include two ways out of every room and an outside family meeting place.
- Children, older adults, and people with disabilities may need help. They may not wake to the sound of the smoke alarm. They may need help getting outside. Make sure someone will help them.
- Make sure your home has bright lighting in stairways to prevent falls.
- Remove clutter to prevent trips and falls and allow for a quick escape.
- Install handrails along the full length of both sides of the stairs.
- If there is a fire, get outside quickly and stay outside. Then call 9-1-1.
- If you can’t get outside call 9-1-1. Let the fire department know you can’t get outside. Wave a light-colored cloth or a flashlight from the window.
- If there is smoke, use your second way out. If you must escape through smoke, get low and go under the smoke.

**Safety Messaging - Continued**

The Contractor shall discuss and where possible have the seminar participants watch the following videos:



## Videos

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

Holiday Cooking Safety  
<https://www.cpsc.gov/Newsroom/Video/holiday-cooking-safety>

The contractor shall encourage the seminar participants to routinely report consumer related complaints and other incident data because they are valuable tools in helping the Commission identify potentially hazardous products and support ongoing work on priority projects. This can be accomplished by visiting the CPSC web site at [www.saferproducts.gov](http://www.saferproducts.gov)

The targeted audience shall include consumers, state and local officials, grass roots organizations, schools, community fairs, safety groups and other organizations committed to promoting safety. The contractor shall request that seminar participants at each seminar display the Neighborhood Safety Network posters in an effort to further disseminate the fire safety messages.

The contractor shall develop, print and distribute at each safety seminar and through its networks, the Fire Safety publications provided in Section 16, Government Furnished Supplies and Equipment, via hard copy and electronic medium.

The contractor shall encourage dissemination of the safety messages through partner electronic mail lists and other medium. The contractor shall provide names of electronic mail list utilized in the final report. (include approximate number of audiences reached)

The COR will assist the contractor to ensure seminar participants have access to all materials.

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

**Fire Safety Center** - [Fire Safety | CPSC.gov](https://www.cpsc.gov/fire-safety)

**Multigenerational Fire Safety Toolkit** – Provide a copy of the toolkit to further promote fire safety.  
[Multigenerational Fire Safety | CPSC.gov](https://www.cpsc.gov/multigenerational-fire-safety-toolkit)

**CPSC CO Toolkit** <https://www.cpsc.gov/safety-education/neighborhood-safety-network/toolkits/carbon-monoxide/carbon-monoxide-safety-toolkit/>

## Safety Messaging - Continued

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

**Smoke Alarms**

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

**Household Extension Cords Can Cause Fires**

<https://www.cpsc.gov/s3fs-public/5032.pdf>

**Overheated Clothes Dryers Can Cause Fires**

<https://www.cpsc.gov/s3fs-public/5022.pdf>

**Upholstered Furniture**

[https://www.cpsc.gov/s3fs-public/5103\\_0.pdf](https://www.cpsc.gov/s3fs-public/5103_0.pdf)

**Stand by Your Pan**

[CookingSafetyNSN15-1.pdf \(cpsc.gov\)](https://www.cpsc.gov/s3fs-public/CookingSafetyNSN15-1.pdf)

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

**CO Safety Center** - [Carbon Monoxide | CPSC.gov](https://www.cpsc.gov/safety-education/safety-guides/electronics-and-electrical-carbon-monoxide-fire/stay-alive)

**Invisible Killer** - <https://www.cpsc.gov/s3fs-public/464.pdf>

**Get to Know Carbon Monoxide Alarms** - <https://www.cpsc.gov/s3fs-public/GetToKnow.pdf>

**Portable Generators Pose a Serious Carbon Monoxide Hazard** - [https://www.cpsc.gov/s3fs-public/Portable-Generator-Safety-Alert-2017\\_5123\\_0.pdf?m.ygj1Mz3hvr0cKLLI3y\\_y9loNtemyqz](https://www.cpsc.gov/s3fs-public/Portable-Generator-Safety-Alert-2017_5123_0.pdf?m.ygj1Mz3hvr0cKLLI3y_y9loNtemyqz)

**What to Know Generators and CO** - <https://www.cpsc.gov/safety-education/safety-guides/carbon-monoxide/what-know-generators-and-co>

**SaferProducts.gov is the CPSC-owned website where the public can file and read safety-related complaints about consumer products within the agency’s jurisdiction. More information is available at [www.saferproducts.gov](http://www.saferproducts.gov)**

**6. TRAINING**

The CPSC COR will provide training (kick-off meeting) to the contractor within five business days following the contract period of performance start date. The contractor must participate in this training. Participation shall be at no cost to the contractor. The COR will coordinate the time and date of training with the contractor. The training will not require travel and may be conducted on site at the contractor’s location or via conference call.

Travel costs to each seminar site are included in this fixed price contract. The contractor shall not submit additional cost for travel.

**7. REPORTING**

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

**A. Program Plan**

The contractor shall develop and submit a draft program plan for approval by the COR. The targeted audience shall include consumers, state and local officials, injury prevention professionals, community fairs, safety groups and other organizations committed to promoting safety.

The contractor shall participate in training (kick-off meeting) with the COR within five business days after the contract period of performance start date to review the requirements of the contract. Participation shall be at no cost to the contractor. The COR will coordinate the time and date of training with the contractor. The training will not require travel and may be conducted on site at the contractor's location or via conference call.

The draft program plan shall be submitted to the COR within five business days after the training (kick off meeting) with the COR. Recommendations made to the draft program plan by the COR shall be incorporated into a final plan by the contractor.

The program plan shall include the following information:

- List of five safety seminar sites and anticipated dates of event. (Include name and full address of proposed contact for each seminar)
- Description of specific activities and materials to be disseminated
- Agenda and proposed seminar presentation.
- The contractor shall complete five seminars with a combined total audience of at least 200 attendees total for the seminars.
- For each seminar, provide the anticipated number of attendees (Note: This program can be incorporated with other safety meetings for wider audience participation but cannot be combined with another CPSC Safety Education contract event.)
- The contractor shall provide an attendance roster or participant sign-in sheets for each seminar to evidence audience participation. Acceptable forms of attendance verification for on-site meetings are sign in sheets or an attendance roster.
- Virtual seminars must be approved in advance by the COR. The contractor shall provide participant attendance reports for virtual seminars generated by web platforms such as Microsoft Teams, Zoom and WebEx. The contractor shall plan in advance and download and submit the attendance reports from the respective platform used to verify seminar attendance.
- The contractor may conduct more than five seminars to reach the audience requirement.

## **B. Final Report**

The contractor shall provide a final report (PDF format) on the contractor letter head containing the following narrative information:

- List of five safety seminars conducted (include name, address, phone, email and contact name for each seminar conducted) including date of event, number of attendees. Audience may include consumers, state and local officials, injury prevention professionals, community fairs, safety groups and other organizations committed to promoting safety.
- Provide a summary of the results of activities conducted at each seminar. Describe and confirm that the following activities were completed in addition to any other safety activities:
  - Summary of presentation conducted
  - Provide copy of safety seminar presentation. (Power Point or other presentation) and seminar agenda and handouts if utilized
  - Description of videos displayed, CPSC Neighborhood Safety Network posters and other CPSC and state resources shared
  - Names of group email list utilized to create a multiplier effect
  - Describe print and electronic medium disseminated to inform safety messages
  - Describe local safety initiatives conducted with groups or organizations and provide names of groups or organizations that requested and were provided materials
  - Describe social media events implemented. Note: Prior authorization is required for the use of the CPSC logo or seal and must be approved in advance.

- Provide documentation for total number of audiences reached for each safety seminar.
  - Provide a sign in sheet or attendance roster for each on-site seminar conducted to evidence audience participation (include total number of participants for each seminar). The contractor shall have a combined total audience of at least 200 attendees for the five seminars.
  - Virtual seminars must be approved by the COR in advance. For virtual seminars the contractor shall provide participant attendance documentation for virtual seminars from web platforms such as Microsoft Teams, Zoom and WebEx. The contractor shall download and submit the attendance reports from the respective platform used to verify audience attendance.
  - The contractor may conduct more than five seminars to reach the total audience requirement.
- Statement assessing the effectiveness of the program including strengths, weaknesses and development opportunities.
  - Recommendations for improving the procedures for implementation of future programs.

## 8. DELIVERABLES

**A. Participation in Meetings:** Within five business days after the contract period of performance start date, the contractor shall participate in training (kick-off meeting) and meet with the CPSC COR either in person or via conference call to discuss contract technical requirements and discuss the contractors plan to fulfill the requirements for the contract. This meeting shall be at the contractor's facility, CPSC or via conference call. Participation shall be at no cost to the contractor.

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

1. **Program Plan:** One copy within five business days after the training (kickoff call).
  2. **CPSC Review:** The CPSC COR shall provide comments within five business days after receipt of the draft program plan. The contractor shall incorporate the COR's recommendations into a final program plan.
  3. **Final Report:** The Final report shall be submitted electronically via email to the COR. The final program report is due 15 business days after the period of performance end date.
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### C. Time of Delivery

Seminars must be completed no later than 11/15/2022 by the contractor. If there is a delay, the contractor must provide written notification to the COR documenting the reason for the delay in completion.

## 9. PLACE OF DELIVERY

Items specified in paragraph 7 Reporting, Program Plan and Final Report shall be emailed to the COR.

## 10. PERIOD OF PERFORMANCE

The period of performance is from 6/15/2022 to 11/15/2022.

## 11. INSPECTION AND ACCEPTANCE

All reports and materials will be reviewed by the CPSC COR (COR) within 5 (five) business days after date of receipt.

The COR will accept or reject reports based on conformance with the Statement of Work.

Notice of approval or rejection will be transmitted by the COR to the contractor in writing (includes via email).

## 12. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted through the Invoice Processing Platform (IPP). At a minimum, each invoice document submitted through IPP shall include the documentation required in the contract.

### ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS

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

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

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

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

## 13. PAYMENT AND INVOICE QUESTIONS

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

Customer Service inquiries may be directed to Nancy Kneisler at [NKneisler@cpsc.gov](mailto:NKneisler@cpsc.gov).

### OVERPAYMENTS

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

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

### ALL OTHER INFORMATION RELATING TO THE CONTRACT

Contact: Jody Walker at [jwalker@cpsc.gov](mailto:jwalker@cpsc.gov)

## **14. GOVERNMENT FURNISHED SUPPLIES AND EQUIPMENT**

**Fire Safety Center** - [Fire Safety | CPSC.gov](https://www.cpsc.gov/s3fs-public/fire-safety-center)

**Multigenerational Fire Safety Toolkit** – Provide a copy of the toolkit to further promote fire safety.

[Multigenerational Fire Safety | CPSC.gov](https://www.cpsc.gov/s3fs-public/multigenerational-fire-safety-toolkit)

**CPSC CO Toolkit** <https://www.cpsc.gov/safety-education/neighborhood-safety-network/toolkits/carbon-monoxide/carbon-monoxide-safety-toolkit/>

**7 Highly Effective Portable Heater Safety Habits** -

<https://www.cpsc.gov/s3fs-public/PortableElectricHeaterSafetyNSN.pdf>

**Smoke Alarms**

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

**Household Extension Cords Can Cause Fires**

<https://www.cpsc.gov/s3fs-public/5032.pdf>

**Overheated Clothes Dryers Can Cause Fires**

<https://www.cpsc.gov/s3fs-public/5022.pdf>

**Upholstered Furniture**

[https://www.cpsc.gov/s3fs-public/5103\\_0.pdf](https://www.cpsc.gov/s3fs-public/5103_0.pdf)

**Stand by Your Pan**

[CookingSafetyNSN15-1.pdf \(cpsc.gov\)](https://www.cpsc.gov/s3fs-public/CookingSafetyNSN15-1.pdf)

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

**CO Safety Center** - [Carbon Monoxide | CPSC.gov](https://www.cpsc.gov/s3fs-public/co-safety-center)

**Invisible Killer** - <https://www.cpsc.gov/s3fs-public/464.pdf>

**Get to Know Carbon Monoxide Alarms** - <https://www.cpsc.gov/s3fs-public/GetToKnow.pdf>

**Portable Generators Pose a Serious Carbon Monoxide Hazard** - [https://www.cpsc.gov/s3fs-public/Portable-Generator-Safety-Alert-2017\\_5123\\_0.pdf?m.ygj1Mz3hvr0cKLLI3y\\_y9loNtemyqz](https://www.cpsc.gov/s3fs-public/Portable-Generator-Safety-Alert-2017_5123_0.pdf?m.ygj1Mz3hvr0cKLLI3y_y9loNtemyqz)

**What to Know Generators and CO** - <https://www.cpsc.gov/safety-education/safety-guides/carbon-monoxide/what-know-generators-and-co>

**SaferProducts.gov** is the CPSC-owned website where the public can file and read safety-related complaints about consumer products within the agency’s jurisdiction. More information is available at [www.saferproducts.gov](https://www.saferproducts.gov)

Note: This list of resources may be updated as resources and publications are modified or newly created. The contractor shall use the most current resources and publications list provided by the COR.

## **16. Clauses**

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

(OCT 2019)

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

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

(i) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (*Jan 2017*) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iii) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(iv) [52.222-3](#), Convict Labor (*Jun 2003*) (E.O.11755).

(v) [52.222-21](#), Prohibition of Segregated Facilities (*Apr 2015*).

(vi) [52.222-26](#), Equal Opportunity (*Sept 2016*) (E.O.11246).

(vii) [52.225-13](#), Restrictions on Certain Foreign Purchases (*Jun 2008*) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

(ix) [52.233-4](#), Applicable Law for Breach of Contract Claim (*Oct 2004*) (Pub.L.108-77, 108-78 ([19 U.S.C. 3805 note](#))).

(2) Listed below are additional clauses that apply:

(i) [52.232-1](#), Payments (*Apr 1984*).

(ii) [52.232-8](#), Discounts for Prompt Payment (*Feb 2002*).

(iii) [52.232-11](#), Extras (*Apr 1984*).

(iv) [52.232-25](#), Prompt Payment (*Jan 2017*).

(v) [52.232-39](#), Unenforceability of Unauthorized Obligations (*Jun 2013*).

(vi) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (*Dec 2013*)



(vii) [52.233-1](#), Disputes (*May*2014).

(viii) [52.244-6](#), Subcontracts for Commercial Items (*Aug* 2019).

(ix) [52.253-1](#), Computer Generated Forms (*Jan* 1991).

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

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

(i) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (*Oct 2018*)(Pub. L. 109-282) ([31 U.S.C. 6101 note](#)) (Applies to contracts valued at \$30,000 or more).

(ii) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (*Oct* 2019) (E.O.13126) (Applies to contracts for supplies exceeding the micro-purchase threshold.)

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

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

(v) [52.222-36](#), Equal Employment for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, “United States” includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

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

(vii) [52.222-41](#), Service Contract Labor Standards (*Aug* 2018) ([41 U.S.C.chapter 67](#)) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)

(A) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([22 U.S.C. chapter 78](#) and E.O 13627) (Applies to all solicitations and contracts).

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

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

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

(xi) [52.223-5](#), Pollution Prevention and Right-to-Know Information (*May2011*) (E.O. 13423) (Applies to services performed on Federal facilities).

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

(xiii) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun2016*) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

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

(A) Delivered;

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

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

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

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

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

(xvii) [52.225-1](#), Buy American-Supplies (*May*2014) ([41 U.S.C.chapter 67](#)) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition-

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

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

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

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

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

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

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

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

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

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

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

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

(c) FAR [52.252-2](#), *Clauses Incorporated by Reference* (*Feb* 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the

Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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[Insert one or more Internet addresses]

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

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

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

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

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

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and

conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

(End of clause)

## **52.239-1 Privacy or Security Safeguards.**

### PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

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

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

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

(End of clause)