


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</small>				1. REQUISITION NUMBER REQ-4420-16-0002		PAGE OF 1 13	
2. CONTRACT NO. GS-00F-211CA		3. AWARD/ EFFECTIVE DATE 09/20/2016		4. ORDER NUMBER CPSC-F-16-0091		5. SOLICITATION NUMBER CPSC-Q-16-0075	
						6. SOLICITATION ISSUE DATE 08/16/2016	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Derrick Braswell		b. TELEPHONE NUMBER (301) 504-7310		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY		CODE FMPS		10. THIS ACQUISITION IS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE. % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> NAICS. <input type="checkbox"/> 8(A) <input type="checkbox"/> SIZE STANDARD:	
CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814							
11. DELIVERY FOR FOB DESTINA- TION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO		CODE ES		16. ADMINISTERED BY		CODE FMPS	
CONSUMER PRODUCT SAFETY COMMISSION DIRECTORATE FOR ENGINEERING SCI 5 Research Place Rockville MD 20850				CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814			
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE FMPS	
EUREKAFACTS LLC ATTN JORGE RESTREPO PRESIDENT 51 MONROE STREET PLAZA EAST 10 ROCKVILLE MD 20850-2421				CPSC Accounts Payable Branch AMZ 160 P. O. Box 25710 Oklahoma City OK 73125			
TELEPHONE NO (240) 403-4800 x 201							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: <span style="background-color: black; color: black;">XXXXXXXXXX</span> Contracting Officer Representative (COR) Matthew Brookman Email: MBrookman@cpsc.gov Tel: 310-987-2467  The contractor shall conduct the following Smoke Alarms and Carbon Monoxide Alarms in Household survey for (750) days for performance period effective September 20, 2016 through October 10, 2018 in accordance with GSA Schedule (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA 0100A16DSE-2016-2151800000-EXHR004400-252F0						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$243,352.83	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4, FAR 52 212-3 AND 52 212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4. FAR 52 212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Cassandra C. Sterba		31c. DATE SIGNED 9-20-2016	

19 ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24. AMOUNT
	(GS-00F-211CA), the attached statement of work and terms and conditions.				
0001	Kickoff Meeting Task 1- Planning and Evaluation of Available Data Task 2- Designing a Survey and Methodology	1	LO	38,428.57	38,428.57
0002	Task 3- Develop A Questionnaire Task 4- Prepare a package and obtain approval from Office of Management and Budget (OMB)	1	LO	16,985.00	16,985.00
0003	Task 5- Execute and Complete Survey Task 6- Reporting Results and Documentation	1	LO	150,475.26	150,475.26
0004	Option 1: Increment of 100 Additional Residence Visits  The total amount of award: \$243,352.83. The obligation for this award is shown in box 26.	1	LO	37,464.00	37,464.00

32a QUANTITY IN COLUMN 21 HAS BEEN

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

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

**Statement of Work**  
**Survey on Usage and Functionality of Smoke Alarms and Carbon**  
**Monoxide Alarms in Households**

**Phase I – Part 2 – The Survey**

**A. DESCRIPTION OF SERVICES**

The Contractor shall provide all labor, materials, and services necessary to design and conduct a national in-home survey of smoke alarms and Carbon Monoxide (CO) alarms for 350 residences, with an option for adding an additional incremental 100 houses to the survey. The contractor shall be required to arrange and coordinate the collection of smoke or CO alarms that are found to be non-operational during a visit, and install an equivalent or better replacement alarm in its place.

**B. CONTRACT TYPE**

This procurement is a firm-fixed price, non-personal services contract.

**C. BACKGROUND**

In 1992, Consumer Product Safety Commission (CPSC) sponsored a national in-home survey to collect information on the number of residential smoke alarms in actual use in homes and to evaluate the operability of the sampled alarms. The results were published in the 1994 report, Consumer Product Safety Commission Smoke Detector Operability Survey report on Findings<sup>1</sup>, which will be 25 years old in 2017. Although the survey results were instrumental for many years in developing codes and standards related to smoke alarms, subsequent changes in technology, in installation codes and in state/local ordinances have rendered the information outdated and less effective. Accordingly CPSC staff and other fire safety advocates are working together to sponsor a new survey to collect new data on smoke alarm use and operability.

In addition to changes in smoke alarms and their implementation in the 25 years since the survey was completed, residential use of CO alarms has increased considerably. Recognizing the value that the smoke alarm survey has had in improving UL 217 and the installation code, (NFPA) 72.CPSC proposed to conduct a similar national in-home survey to document CO alarm implementation. The information can help improve UL 2034 and guide state and local jurisdictions for the use and installation of CO alarms. While the installation codes for the two products, especially as required by states or local jurisdictions, are different, it was determined that the two surveys could be combined as a means of optimizing resources.

To achieve the main goal of completing the survey, the project will be divided into two phases (Phase I and Phase II). Phase I contains two parts – Part 1- Workshop and Part – 2 -The Initial

Survey. Phase I, Part 1, which will be contracted separately, is a workshop to collect input in developing the survey. Phase I – Part2 – The Survey will be a quantitative survey on the usage and functionality of smoke alarms and carbon monoxide (CO) alarms in households. Phase II will be contracted separately, if needed.

The information from Phase I – Part 1 – Workshop will be a critical input in designing the survey. The in-home survey will set out to collect the information that was addressed in the workshop as well as from other CPSC staff input to the contractor.

## **D. DESCRIPTION OF WORK**

The contractor shall accomplish each of the following specific tasks:

### **Task 1 – Planning and Evaluation of Available Data**

The contractor shall prepare a project plan and schedule of activities and meet with CPSC staff at the contractor's facilities to discuss the plan prior to the commencement of work within thirty (30) calendar days of contract award.

The contractor shall evaluate the information obtained from the workshop into the design of the survey. The contractor shall participate in the workshop from Phase I – Part 1.

### **Task 2 - Designing a Survey and Methodology**

The contractor shall develop a nationally representative, probabilistic in-house survey to gather information on use patterns and operability of actual installed smoke and CO alarm use across the US. The contractor shall provide an analysis of the optimal number of responses based on their design and the survey questionnaire. The methodology must be designed to provide valid estimates and so that it can be executed in two parts with the initial sample size of 350 in-home surveys to be executed under this contract with an Option for increments of 100 additional residence visits . The contractor shall submit a final draft of the survey methodology to CPSC staff for review and comment, and shall incorporate any comments from CPSC staff into a revised final strategy. The methodology must be approved by the CPSC Contracting Officer Representative (COR) prior to OMB submission and the start of the survey. Design changes may occur as part of the OMB review.

### **Task 3 – Develop a Questionnaire**

The contractor shall conduct face-to-face interviews in respondent's dwellings. The survey will gather data on the usage, user hazard perception, and functionality of the smoke and CO alarms in the dwelling. The Contractor shall develop an interview questionnaire to be used for the survey to gather the relevant information for the study. CPSC staff will provide input into the development of the questionnaire, including information gathered from the Phase I – Part 1 - Workshop. The contractor shall pretest (nine responses) the survey questionnaire to "debug" the questionnaire. The contractor shall submit a final draft of the survey questionnaire to CPSC staff for review and comment, and shall incorporate any comments

from CPSC staff into a revised final questionnaire. The questionnaire must be approved by the CPSC Contracting Officer Representative prior to OMB submission and the start of the survey.

#### Task 4 – Prepare a package and obtain approval from Office of Management and Budget (OMB)

The contractor shall prepare and submit materials for OMB clearance according to the Paperwork Reduction Act. The OMB package must be approved by the CPSC Contracting Officer Representative. The contractor shall adjust the materials based on CPSC's 6b clearance process, any comments received through the Paperwork Reduction Act requirement fulfillments, and OMB approval process.

#### Task 5 – Execute and Complete Survey

After obtaining OMB clearance for the Paperwork Reduction Act, the contractor shall execute all necessary preparatory and logistical activities to conduct the in-home surveys. The smoke and CO alarms in the homes shall be tested for functionality by using the test button and appropriate canned aerosol for its application. The contractor staff shall collect any non-functional smoke or CO alarms from the survey residences and at the time of smoke or CO collection or removal, the contractor shall replace any smoke and/or CO alarm removed from a residence with a new equivalent or better, compatible listed alarm. The contractor shall obtain liability insurance for coverage of personnel and incidental damage to property. The contractor shall establish a procedure for collection, cataloging and packaging of the sampled alarms and arrange for delivery to the CPSC lab for analysis by CPSC staff.

The Contractor shall conduct a minimum of 350 in-home surveys that represents the United States. If rates are expected to be lower than the required 350 in-home surveys, the Contractor shall develop plans to achieve the minimum 350 in-home surveys and any alternate methodology must be approved by the CPSC COR before being implemented. The Contractor shall allow CPSC staff to monitor interviews with the consent of the person being interviewed.

The Contractor shall monitor the survey data for validity and consistency at increments of 50 responses. The Contractor shall provide CPSC with a draft and final version of a written description of the layout of the data. Data shall be provided electronically in SPSS (Statistical Package for the Social Sciences) or *Serial Attached SCSI* (SAS) data sets unless otherwise specified by the CPSC Project Officer.

#### Task 6 – Reporting Results and Documentation

After the conclusion of the survey, the contractor shall prepare a draft technical report summarizing the results, findings, and conclusions. The Contractor shall provide details on the methodology and sampling, prepare formatted data, frequency distributions, two- or three-way cross-tabulations, graphs, tables, and conduct appropriate statistical tests, including test of complex samples which require specialized software packages such as SAS, SUDAAN or WESTVAR or specified by the CPSC Contracting Officer Representative.

After incorporating comments from CPSC staff, the contractor shall submit a final report and the data collected from the surveys. The contractor shall verify that CPSC staff has compatible software to view the survey data.

The Contractor shall provide a table of survey interviews and non-responses as follows according to nationally recognized guidelines, such as AAPOR or CASRO. The table shall contain sufficient information where if a second survey project were conducted, the same household will not be repeated.

## **E. REPORTING REQUIREMENTS**

The Contractor shall schedule a kick-off meeting no later than September 29, 2016.

The Contractor shall deliver monthly status reports

- 1) Format – the reports shall be e-mailed to CPSC
- 2) Content – the reports shall contain the following:
  - 1) Status of the project in relation to project plan
  - 2) New developments
  - 3) Problems
  - 4) Proposed solutions

The Contractor shall deliver the following reports

- 1) Project plan
- 2) Questionnaire
- 3) Methodology
- 4) Sampling method.

The contractor shall deliver a draft report for CPSC staff to review and comment, including formatted data printouts, frequency distributions, two- or three-way cross-tabulations, graphs, tables, and conduct appropriate statistical tests, including test of complex samples which require specialized software packages such as SAS, SUDAAN or WESTVAR or specified by the CPSC Contracting Officer Representative. The contractor shall provide a final report. All the data and dataset collected and analyzed in a format as requested by CPSC staff.

Final Test Data

- a. Format – All test data from the testing shall be furnished in electronic format. The data may be e-mailed to the project officer at [mbrookman@cpsc.gov](mailto:mbrookman@cpsc.gov) or mailed to the following address:  
Consumer Product Safety Commission  
C/o Matthew Brookman  
5 Research Place  
Rockville, MD 20850
- b. Content - The test data shall include all the raw and processed data taken during the testing with a key or legend to explain.

## **F. PROJECT ADMINISTRATION**

The contractor shall arrange any conference call or meetings with the CPSC COR to inform the Government of the progress and status of each task.

## **G. PERIOD OF PERFORMANCE**

Performance period of this work shall be for (750) days effective September 20, 2016 through October 10, 2018.

## **H. DELIVERY OR PERFORMANCE**

	<b>Tasks</b>	<b>Months</b>
	Project Start	Award date
	Kickoff Meeting	Not later than September 29, 2016
T1	Task 1 – Planning and Evaluation of Available Data	Within 30 days of award
T2	Task 2 – Designing a Survey and Methodology	Within 90 days of award
T3	Task 3 – Develop a Questionnaire	Within 120 days of award
T4	Task 4 – Prepare a package and approval from OMB	Within 400 days of award
T5	Task 5 – Execute and Complete Survey	Within 690 days of award
T6	Task 6 – Reporting Results and Documentation	Within 750 days of award

## **I. CONTRACTOR QUALIFICATIONS**

The Contractor shall have experience in coordinating and implementing surveys of similar size and methods. Personnel administering the surveys shall have experience or be trained in conducting such surveys.

## **J. GOVERNMENT FURNISHED MATERIALS**

No Government furnished materials are required.

## **K. GLOSSARY**

AAPOR - American Association for Public Opinion Research

CASRO - Council of American Survey Research Organizations

CO – Carbon Monoxide

CPSC – US Consumer Product Safety Commission

NFPA 72 – The document referenced as “Standard for Fire Alarms and Signaling”

SOW – Statement of Work

UL – Underwriters Laboratories

UL 217 – The document referenced as “Standard for Smoke Alarms”

UL 2034 – The document referenced as “Standard for Single and Multiple Station Carbon Monoxide Alarms.”

Vision 20/20 – A project utilizing participants that represents fire prevention, advocates and stakeholders. The Vision 20/20 project is hosted by the Institution of Fire Engineers-USA Branch.

**CLAUSES: All GSA schedule contract terms and conditions are incorporated in this order.**

**LC 1B CONTRACTOR'S NOTE - DELIVERIES TO THE CPSC NATIONAL PRODUCT TESTING LABORATORY SITE, ROCKVILLE, MARYLAND**

Delivery Address:

U.S. Consumer Product Safety Commission  
National Product Testing Laboratory  
5 Research Place  
Rockville, MD 20850

The Consumer Product Safety Commission (CPSC) Laboratory facility is located in Rockville, MD. Deliveries are to be made to the loading dock area which is accessible from the parking area entrance on Research Place on the east side of the building. Do not enter the parking area from Research Court on the North side of the facility as there may not be sufficient room to maneuver and back up to the loading dock area on the east side of the building.

Deliveries may not be left outside the building or loading dock, unless specifically directed by appropriate CPSC staff. All deliveries shall be considered "inside deliveries" 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 and include the packing slip.

**ATTENTION GOVERNMENT VENDOR:**

**A. DELIVERY INSTRUCTIONS**

**1. DELIVERY INSTRUCTION FOR SMALL ITEMS**

Deliveries should be made between 9:00 a.m. and 4:00 p.m. on Monday through Friday (except holidays). Deliveries outside these hours require prior arrangements.

Contacts:

Andrew Stadnik, Lab Director, 301-987-2037 x1 OR 301-706-6902  
Greg Rea – 301-987-2258  
Allyson Tenney- 301-987-2769  
Aaron Orland – 301-987-2248

For the Furniture, Chair, Exercise Equipment, and IT Equipment

Contacts:

Jim Shupe – 301-424-6421 x156 (Jim 240-882-6775)  
Douglas Brown – 301-504-7846



## 2. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

Large or heavy items must be delivered directly to the loading dock. If delivery cannot be made to the loading dock directly or via the leveling device and requires off-loading the item from the delivery vehicle to the ground, then deliveries of such large or heavy items should be scheduled 24 hours in advance and should be made between 9:00 a.m. and 3:00 p.m. on Monday through Friday (except holidays). Contact information is the same as above to arrange for CPSC lift truck operators or other lifting and handling support needs for the delivery.

## 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 or 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:

PREFERRED: Via email to:

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

OR

**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

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

**C. PAYMENT**

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

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to 9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov 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: Contract Specialist – Derrick Braswell at (301) 504-7310

#### **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 (Ralph King) in the Facilities Management Support Services Branch (Room 425). The transmittal of Purchase Orders/Receiving Reports to the property management officer is critical to the integrity and operation of CPSC's Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

#### **LC 5 Contracting Officer's Representative (COR) Designation**

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

Name: Matthew Brookman

Division: Directorate for Laboratory Sciences

Telephone: 301-987-2467 (Matthew Brookman)

Email: [MBrookman@cpsc.gov](mailto:MBrookman@cpsc.gov)

b. The CPSC CORs 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. This delegation is not redelegable and remains in effect during the period of performance of the contract.

e. 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 24 Nondisclosure of any Data Developed Under this Contract**

a. The Contractor agrees that it and its employees will not disclose any data obtained or developed under this contract to third parties without the consent of the U. S. Consumer Product Safety Commission Contracting Officer.

b. The Contractor shall obtain an agreement of non-disclosure from each employee who will work on this contract or have access to data obtained or developed under this contract.

#### **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 protected 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 33 Contractor Personnel**

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