## Solicitation/Contract/Order for Commercial Item

### 1. Requisition Number

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<td>TASK ORDER 0001</td>
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The contractor shall provide all labor, materials and equipment necessary to develop safety training and education programs in accordance with the Virginia Graeme Baker Pool and Spa Safety Act (P&SS Act). Services shall be for the period of September 20, 2010 through September 19, 2011.

### 25. Accounting and Appropriation Data

0100A1ODPS 2010 44790000000 EXFM002200 252H $329,599.00

### 26. Total Award Amount (For Gov't Use Only)

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<th>AMOUNT</th>
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<td>0001</td>
<td>Safety Education and Training Programs in accordance with the Virginia Graeme Baker Pool and Spa Safety Act and the attached description of services</td>
<td>1</td>
<td>LT</td>
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The total amount of award: $329,599.00. The obligation for this award is shown in box 26.
Description of Services

1. Introduction and Background

A. The Consumer Product Safety Commission is a small, independent regulatory agency with the mission of protecting consumers from the risk of injury and death relating to 15,000 different types of products under its jurisdiction. Though a small agency, CPSC often provides important safety information vital to keeping consumers safe.

B. The Virginia Graeme Baker Pool and Spa Safety Act (P&SSAct), a child safety law aimed at preventing drownings, entrapments and eviscerations, was signed by President Bush on December 19, 2007. Section 1407 of the Act calls upon the CPSC to implement an information and education program targeting 1) pool operators and owners and their employees (lifeguards, pool managers and maintenance workers, 2) pool industry stakeholders, including state and local officials, and 3) the general public, including minorities and hard to reach communities, directly and through national and local media.

C. The Contractor shall address the P&SSAct and focus on creating information and education programs that address the dangers of child drowning in general, and the hidden hazard of drain entrapments in particular. The Contractor shall target the audiences listed in paragraph B with particular emphasis given to the general public. Any and all materials developed or functions planned and executed by the Contractor will be compatible and coordinated with CPSC’s branded pool and spa program, messaging on pool and spa safety, and the P&SSAct. The Contractors will work with CPSC’s public relations contractor to assure continuity of message and design.

This solicitation is intended to provide contracts to organizations, associations and companies whose mission or work includes water safety and drowning and entrapment prevention education. These groups will demonstrate the capability for targeting and influencing the public, especially parents and children in underserved communities, and those in high pool density areas most impacted by drownings and pool and spa owners and operators.

2. Objective

A. The primary purpose of this contract is to augment the Agency’s outreach and education efforts on drowning and drain entrapment prevention and the P&SSAct, therefore impacting an even larger and more diverse audience around the country. The Contractor will use their established expertise and networks for communications and outreach, and their substantial experience educating on pool and spa safety issues to create, implement and track the success of their campaign. The efforts of the Contractor shall be aimed at supporting CPSC’s goal to reduce the number of child drownings and entrapments and to promote compliance with Section 1404 of the Act for public pools and spas. Although Section 1404 of the Act
addresses only public pools and spas, the training programs and education should also be relevant to residential pools and their maintenance.

B. The target audience for this contract can include all or part of the following groups:

1) the general public, including minorities and hard to reach communities,
2) pool operators and owners and their employees (lifeguards, pool managers and maintenance workers,
3) pool industry stakeholders

C. Of utmost importance will be the Contractor’s ability to devise a program that will fit into its current mission and directly address the P&SSAct in relation to general aquatic education and training. The Contractor’s ability to devise creative and original concepts for reaching out and educating segments of or all of the target audience. This capability will translate into influencing behavioral change on the part of the audience that will increase safety and reduce injurious incidents in public and residential pools and spas.

D. Contractors shall document any strengths in working with particular segments of targeted audiences, including minority and hard to reach groups and communities with a significant number of pools and spas.

3. Contract Type

This is a firm fixed Task Order against contract CPSC-D-10-0009. Performance will be measured based on training compliance with the P&SSAct and outreach capacity.

4. Performance Work Statement

A. Independently and not as an agent of the government, the Contractor shall provide all labor, materials and equipment necessary to develop information and education program(s), project(s) and materials for the target audience. The Contractor will get approval for design and content of handouts and online materials from CPSC and/or its designated public relations contractor. All messaging will be consistent with CPSC’s P&SSAct branded campaign.

Examples of plans for specific information and education outreach efforts shall include but are not limited to the following groups and objectives:

1) education about drowning and entrapment prevention, pool and spa safety to include tips for supervision and teaching children to swim; education about the P&SSAct and layers of protection, including fencing and barriers for residential pools; and pool and spa safety programs directed to children.
2) education about the requirements of the P&SSAct and proper compliance with it, and general pool maintenance and safety, which might include a check list for daily safety maintenance and upkeep of drain covers and pool rooms.

3) generate local or national media coverage of the hidden dangers of pool and spa drains, the importance of layers of protection around public and residential pools and spas, and the critical importance of constant supervision of children in and around water.

B. The contractor may conduct or host safety events and educational programs and projects, produce and disseminate communication materials, including teaching projects and promotional materials.

C. All materials developed and distributed by the Contractor will include the brand name and logo developed by CPSC for its campaign; all electronic materials will link to CPSC’s www.PoolSafety.gov (as well as the Contractor’s Web site).

D. The contractor shall invite a CPSC representative to participate in all pool and spa safety events that they host or sponsor. Reports of these events and the audience reached are required.

E. Translation Services: Where appropriate or as requested by CPSC, the contractor shall provide Spanish language materials for dissemination to key Spanish language media, Web sites, training sessions and at community events.

F. The contractor shall demonstrate the ability to measure the effectiveness of their projects to meet the strategic objectives of the contract.

5. Contractor Qualifications

The Contractor must meet the following minimum qualification requirements:

1. The contractor shall have a minimum of ten (10) years experience in pool and spa or aquatics safety.
2. The contractor shall have the ability to reach a significant portion of the targeted audience(s) (ref. paragraph 1.B).
3. The contractor shall have a record of innovative and successful public service or outreach on important consumer or public safety issues related to pools and spas.
4. The contractor shall have the ability to report placement and impressions or contact numbers for an analysis of the impact of the campaign.
5. The contractor shall have the ability to devise original and creative concepts for reaching out and educating targeted audiences that coincide with the Contractor(s) main mission.
6. The contractor shall have the ability to track and measure progress and success regarding influencing the target audience.

6. Reporting Requirements

a. The contractor shall provide a performance plan detailing the targeted audiences(s) and the methodology for tracking the effectiveness and outcomes of the program within five (5) working days of contract award. The plan shall be reviewed for approval by the CPSC Project Officer. Acceptance of the plan will be based on conformance with the performance work statement, paragraph 4. The contractor shall present the plan to the CPSC project office at a meeting to be held at CPSC headquarters.

b. In addition, the contractor will submit the following reports to the Project Officer:

   Monthly - Every month during the contract performance period, the contractor will submit a progress report within seven (7) calendar days after the end of the month being reported.
   Format: Electronically in an MS Word document or Excel Spreadsheet
   Content: Include major accomplishments, planned activities, milestones, any issues or risks, contingency plans, and action items.

   Quarterly - Every three (3) months during the contract performance period, the contractor will submit a progress report within seven (7) days after the three month period.
   Format: Electronically in an MS Word document or Excel Spreadsheet
   Content: A summary of the work performed by Task including milestones, successes, obstacles, material development and completion, partner information, metric updates, and other information pertinent to the offeror's program management plan.

Draft Final Report: The contractor shall submit a draft final report to the Project Officer for review. The draft report shall be submitted in sufficient time to allow for the final report to completed and approved by expiration of the contract. The draft final report shall identify all services performed and results achieved, including numbers, locations and identities, including position and affiliation, within the identified target groups. If returned to the contractor as a result of the review, the contractor shall address and/or revise their report accordingly and return the final version to the project officer within ten (10) working days. This document shall be sent electronically.

Final Report: The Contractor shall submit a final report to the Project Officer after review by the project officer and implementation of any required changes. The final Report(s) must be delivered either in a hardcopy (original and 2 copies) and electronic Format to the address in paragraph 8 by contract expiration.
7. Delivery and Performance

All materials developed and distributed by the Contractor shall be approved for design and content of handouts and online materials by the contract Project Officer and its designated public relations contractor. All messaging will be consistent with CPSC's P&SSAct branded campaign.

8. Contract Points of Contact

a. The contractor shall designate in performance of this contract one direct contractor representative to work with and respond to any concerns or expedited requests from CPSC.

b. The designated CPSC Project Officer for this contract is as follows:

   Kathleen Reilly
   Office of Information and Public Affairs
   4430 East West Highway
   Bethesda, Maryland 20814
   Tele: (301) 504-7222
   Email: kreilly@cpsc.gov

9. Period of Performance

This task order shall be effective on September 20, 2010 and continue for a twelve month period (Ref. Line item 0001 in basic contract).

10. Government Furnished Materials

a. The government may provide guidelines, art work, and materials for training and education that are currently being developed by the Agency and its public relations contractor.

b. The Contractor shall use the Agency's established brand and logo for the pool and spa safety campaign on all education and training materials to identify these to be part of the CPSC's P&SSAct campaign. These will be provided by CPSC.

c. All electronic materials developed by the Contractor for general public consumption will be posted on the CPSC's www.PoolSafety.gov (as well as the Contractor's Web site).
11. Quality Control

The contractor shall develop and maintain a quality control program to ensure qualified and professional personnel are being provided and that their performance is in accordance with the criteria stated within this performance work statement and commonly accepted commercial practices. At a minimum, the contractor shall develop quality control procedures that address the areas identified in the performance work statement.