

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER REQ-2100-16-0007		PAGE OF 1 10	
2. CONTRACT NO. CPSC-A-16-0001		3. AWARD/ EFFECTIVE DATE 04/11/2016	4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Renita Smith		b. TELEPHONE NUMBER (No collect calls) 301-504-7045		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814			CODE FMPS	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:			
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		NAICS: SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CONSUMER PRODUCT SAFETY COMMISSION INTERNAT PROG & INTERGOV AFFAIRS 4330 EAST WEST HWY RM 801-03 BETHESDA MD 20814		CODE EXIP	16. ADMINISTERED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814		CODE FMPS		
17a. CONTRACTOR/OFFEROR ORGANIZATION FOR ECONOMIC COOPERATION AND DEVELOPMENT 2001 L ST NW STE 650 WASHINGTON DC 20036		CODE 132220443	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CPSC Accounts Payable Branch AMZ 160 P. O. Box 25710 Oklahoma City OK 73125		CODE FMFS	
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 132220443 COR: Sydney Lucia Email: slucia@cpsc.gov (301)504-7252 Cooperative Agreement between the Consumer Product Safety Commission and the Organization for Economic Cooperation and Development for the performance period April 11, 2016 through December 31, 2016 as noted in the attached agreement and terms and conditions. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA 0100A16DSE-2016-5315300000-EXIP002100-252H0					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$25,000.00		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			
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.				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) Rudi M. Johnson		31c. DATE SIGNED 4-11-2016	

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	Cooperative Agreement	1	JB	25,000.00	25,000.00
The total amount of award: \$25,000.00. The obligation for this award is shown in box 26.					

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 37. CHECK NUMBER
 PARTIAL FINAL COMPLETE PARTIAL 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

**Agreement Between the
U.S. Consumer Product Safety Commission (CPSC)
and
The Organisation for Economic Cooperation and Development (OECD)**

The purpose of this Agreement is to support consumer product safety work by the OECD that will help protect consumers, including those in the United States, from unreasonable risk of injury and to promote activities useful to the U.S. Consumer Product Safety Commission in its role as a global leader in product safety.

I. Background

- a) While many economies have benefited from the reduction in barriers to trade, the international relocation of manufacturing, particularly to developing countries, has seriously challenged regulators' ability to ensure the safety of consumer products within their jurisdictions. As globalization of goods and services continues to expand, economies increasingly turn to cooperatives as a vehicle for regulatory convergence, information sharing, and resolution of shared challenges. Along with participating nonmember countries and other organizations, OECD members compare policy experiences, seek answers to common problems, identify best practices, and coordinate domestic and international policy. The OECD's mission is carried out under a number of standing committees, as well as subcommittees or "working parties."
- b) The Committee on Consumer Policy (CCP) is a Standing Committee under the OECD Directorate for Science, Technology and Innovation. The Working Party on Consumer Product Safety is, as its name implies, a more focused entity under the CCP, founded in 2010, with the United States as a charter member. The CPSC's Office of International Programs represents the United States in the Working Party.

II. Work to be Undertaken

- a) The mission of the CPSC is to protect the public from unreasonable risks of injury from consumer products through education, safety standards activities, regulation, and enforcement. The CPSC views the Ten Recommendations from the report on information sharing for consumer product safety issues (see Annex I) as activities with great potential value to U.S. consumers and seeks to facilitate the development and implementation

of the recommendations through its cooperative work with the Working Party. The 2016 work prioritization exercise (see Annex II) provides a framework for these activities. During the term of this agreement, the Working Party, with the CPSC's participation, will continue with development and implementation of the recommendations under a plan of work set forth by the Working Party.

- b) Work to be undertaken under this Agreement is intended to contribute directly to the reduction of hazardous consumer products by identifying hazardous products, communicating hazards globally, and ultimately eliminating hazards from the global economy.
- c) Work to be undertaken under this Agreement will include activities such as:
 - 1. Organizational, administrative, financial management, and logistical support activities for the Working Party by OECD staff;
 - 2. Working Party meetings, telephone calls, and document drafting involving the OECD staff or Working Party members; and
 - 3. Creation of lists, pools, databases and other items specified in the Ten Recommendations.

III. Expenses

To assist in defraying expenses incurred in support of the OECD Working Party on Consumer Product Safety in undertaking work to implement the Ten Recommendations, the CPSC shall provide the OECD \$25,000 for the term of the Agreement, the funds to be provided within 30 days of the execution of this Agreement and to be used solely for expenses in support of the work as laid out in this Agreement. The funds will be administered in accordance with OECD financial regulations and other relevant rules, policies, and procedures.

IV. Term of Agreement and Period of Performance

The term of this Agreement and the period of performance shall begin on the effective date of this Agreement and shall end on December 31, 2016.

V. Evaluation

During the final month of this Agreement, the CPSC Contracting Officer's Representative (COR) will write an Evaluation of this Agreement. Further Agreements, if any, will be subject to the sole discretion of the CPSC.

VI. LC 5 Contracting Officer's Representative (COR) Designation

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

Name: Sydney Lucia

Division: International Programs

Telephone: 301-504-7252

Email: slucia@cpsc.gov

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

(1) monitoring the work of the Working Party; and

(2) technical assistance in the implementation of this Agreement.

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.

VII. Authorization

This Agreement is entered into by the CPSC under the authority of 31 U.S.C. 6305 and 15 U.S.C. 2054(c).

Signed by:

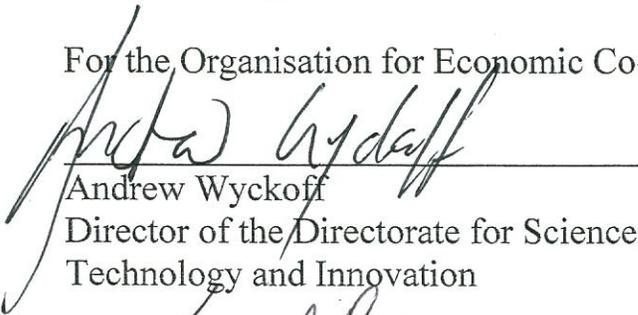
For the CPSC:



Date: 3-22-2016

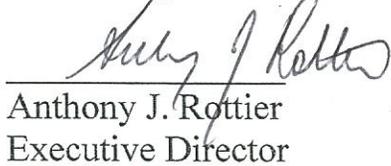
Rudi M. Johnson
Contracting Officer

For the Organisation for Economic Co-Operation and Development:



Date: 25/03/2016

Andrew Wyckoff
Director of the Directorate for Science,
Technology and Innovation



Date: 31 March 2016

Anthony J. Rottier
Executive Director

ANNEX I

OECD Committee on Consumer Policy Recommendations

From the May 2010 Report on Information Sharing for Consumer Product Safety Issues

- 1) Pool information on recalls and emergency alerts on a single website.
- 2) Develop a mechanism to co-ordinate international product safety initiatives more effectively.
- 3) Support regional and global fora to i) increase understanding of domestic differences, ii) promote harmonisation of standards, and iii) flag emerging issues.
- 4) Provide web access to studies of hazards.
- 5) Provide web access to updates on regulatory activities.
- 6) Establish restricted web directory of safety experts.
- 7) Reach agreement on format for injury data collection.
- 8) Pool information on product hazards on a web-based platform.
- 9) Develop protocol for sharing research information.
- 10) Enhance international co-operation on traceability.

ANNEX II

OECD Work Prioritization for 2016

- *GlobalRecalls* portal enhancements (first phase to be finalised by June in time for the OECD Digital Economy Ministerial).
- Global awareness campaign on window corded coverings (January-March).
- June Ministerial: contribution to consumer trust and IoT panels; promotion of the portal.
- Review of OECD consumer product safety instruments (flexible timeframe).
- Preparation of High Level Meeting on Consumer Product Safety (end-September 2016).

A. 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:

U.S. Mail

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

FEDEX

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

OR

Via email to:

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

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

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

B. PAYMENT

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

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

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

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

C. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Renita Smith at (301) 504-7045