

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM

OFFEROR TO COMPLETE BLOCKS 13, 17, 23, 24, & 30

1. REQUISITION NUMBER: **REQ-1500-11-0005** PAGE OF: **1 5**

2. CONTRACT NO: **CPSC-A-11-0002** 3. AWARD EFFECTIVE DATE: **06/02/2011** 4. ORDER NUMBER: _____ 5. SOLICITATION NUMBER: _____ 6. SOLICITATION ISSUE DATE: _____

7. FOR SOLICITATION INFORMATION CALL: **Eddie Ahmad** 8. NAME: **Eddie Ahmad** 9. TELEPHONE NUMBER (No collect calls): **(301) 504-7884** 10. OFFER DUE DATE/LOCAL TIME: _____

9. ISSUED BY: **CONSUMER PRODUCT SAFETY COMMISSION** CODE: **EMPS** 10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: SMALL BUSINESS EMERGING SMALL BUSINESS HUBZONE SMALL BUSINESS SOLE SOURCE SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: 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: RFQ IFB RFP

15. DELIVER TO: **CONSUMER PRODUCT SAFETY COMMISSION** CODE: **EMPS** 16. ADMINISTERED BY: **CONSUMER PRODUCT SAFETY COMMISSION** CODE: **EMPS**

DIV OF PROCUREMENT SERVICES
4330 EAST WEST HWY
ROOM 517
BETHESDA MD 20814

17a. CONTRACTOR/OFFEROR: **HISPANIC ASSOC OF COLLEGES AND UNIVERSITIES** CODE: _____ FACILITY CODE: _____ 18a. PAYMENT WILL BE MADE BY: **CPSC Accounts Payable Branch** CODE: **EMFS**

ATTN MAGDA GONZALES
8415 DATAPOINT DRIVE
SUITE 400
SAN ANTONIO TX 78229-3298

AMZ 160
P. O. Box 25710
Oklahoma City OK 73125

TELEPHONE NO. **(210) 692-3805, EXT.**

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 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>DUNS Number: _____</p> <p>Project Officer: Kathleen Buttrey kbuttrey@cpsc.gov 301-504-7771</p> <p>This is a cooperative agreement between the Consumer Product Safety Commission and the Hispanic Assoc. of Colleges and Universities for one summer intern in accordance with the attached agreement and terms and conditions. (Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA: **0100A11DOP-2011-5215700000-EO00001500-251A0** 26. TOTAL AWARD AMOUNT (For Govt. Use Only): **\$10,400.00**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED. 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

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 HEREIN. 29. AWARD OF CONTRACT REF. _____ 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: *[Signature]* 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *[Signature]*

30b. NAME AND TITLE OF SIGNER (Type or print): **JOHN MORSE SVP/COO** 30c. DATE SIGNED: **6-7-11** 31b. NAME OF CONTRACTING OFFICER (Type or print): **Kim Miles** 31c. DATE SIGNED: **6-6-11**

Todd Stevenson

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>HACU summer intern.</p> <p>This is a Cooperative Agreement between the U.S. Consumer Product Safety Commission and the Hispanic Association of Colleges and Universities for one summer intern. Services shall be in accordance with the attached agreement.</p> <p>The total amount of award: \$10,400.00. The obligation for this award is shown in box 26.</p>				10,400.00

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED NOTED. ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

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

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

CPSC Accounts Payable Branch, AMZ-160
PO Box 25710
Oklahoma City, Ok. 73125

FEDEX

CPSC Accounts Payable Branch, AMZ-160
6500 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 (EXC), Office of Financial Operations, Federal Aviation Administration (FAA) in Oklahoma City, 405-954-7467.

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 Debbie Young at 405-954-7467 or at the U.S. Mail and Fedex addresses listed above:

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

Customer Service inquiries may be directed to Rachelle Coleman @ rcoleman@cpsc.gov

C. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: Eddie Ahmad at (301) 504-7884

D. 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.

COOPERATIVE AGREEMENT
BETWEEN THE
CONSUMER PRODUCT SAFETY COMMISSION
AND
HISPANIC ASSOCIATION OF COLLEGES AND UNIVERSITIES

1. **Background;** Since 1992, the HACU National Internship program (HNIP) has placed more than 8,000 undergraduate and graduate students in challenging paid internship assignments with federal agencies in Washington, DC and nationwide. Nearly 655 students participated in the internship program in 2009 alone. By providing a comprehensive range of services to students, supervisors, and federal agencies, HNIP has established a model program for both student development and outreach to the Hispanic community. The HNIP program is identified by OPM as point four in its Nine Point plan, known as the Hispanic Employment Initiatives, to improve the representation of Hispanics in the Federal workforce.

2. **Objective:** To provide a comprehensive range of services to students, supervisors, and federal agencies for both student development and outreach to improve the representation of Hispanics in the Federal workforce.

3. **Statement of Work:** The Hispanic Association of Colleges and Universities (HACU) shall provide a summer student intern as a part of their HACU National Internship Program to provide services at the Consumer Product Safety Commission (CPSC).

3.1 HACU shall:

- a. Recruit and screen each intern for its summer 2011 HACU program and provide CPSC with the applications of all accepted applicants in adequate time for CPSC to make a selection prior to the performance start date.
- b. Make all needed arrangements for the travel (long distance and local), housing, academic course work (6 credit hours), stipend, partial meal plan, and logistical support of each HACU student's schedules to work at CPSC during the summer of 2011. HACU will provide the interns with a weekly stipend in a timely fashion as well as cultural and social activities identified in HACU literature.
- c. Orient each student accepted by CPSC to the HACU program and the general Bethesda area.
- d. Monitor the performance of each CPSC HACU intern to ensure acceptable levels of performance.
- e. Work closely with the CPSC Project Officer if any problems should develop with, for example, the performance of the interns or the attendance record of the interns.

3.2 Schedule of deliverables:

- a. HACU shall substantially complete the recruiting and selection process and provide CPSC with the applications for an intern.

- b. HACU shall have each intern selected by CPSC settled in on a campus of their choice and ready to report to work at CPSC on the performance start date.
- c. HACU shall pay each HACU student their weekly stipend on the same day each week in an orderly and timely fashion.
- d. HACU shall provide transportation to and from the selected campus for each HACU student working at CPSC,
- e. HACU shall provide a final participation summary on each intern providing services at CPSC.

4. Place of Performance

- a. The accepted intern shall perform services at the following address:

U.S. Consumer Product Safety Commission
5 Research Place
Rockville, MD 20850
Voice: 301-987-2037
Email: astadnik@cpsc.gov

- b. The following individual is designated as project officer and shall be the point of contact for services performed under this agreement

Ms. Kathleen Buttrey
Director, OEEOME
(301) 504-7771
Email: kbuttrey@cpsc.gov

5. Period of Performance

- a. Performance of this agreement shall commence on June 20, 2011 and shall end on August 28, 2011.
- b. The intern shall perform forty (40) hours per week, not to exceed eight (8) hours per day. Service shall be performed between the hours of 7:00 am and 5:00 pm.
- c. If either party requests any changes/modifications to this agreement, or an extension of time for this agreement, the request must be in writing addressed to the Contracting Officer. A modification to the Cooperative Agreement must be signed by the Contracting Officer and an official representative of HACU. However, if either party desires to terminate this agreement, a written notice to the other party shall be forwarded and received within thirty (30) calendar days in advance of the desired termination date unless an intern must be removed by the Government for safety reasons, as a source of significant disruption, or other critical reason determined essential by the government.

6. Key Personnel:

a. The students who will be accepted and shall perform in conjunction with this cooperative agreement as interns for the summer 2011 HACU program -

b. Interns shall comply with all CPSC regulation and guidance while performing on site. They shall obtain appropriate identification from the Administrative Division, Administration Services and wear a visible identification while performing.

7. Funding:

a. This is a firm fixed agreement in the amount of \$10,400.00. Billing instructions are attached. Funding for this Cooperative Agreement shall be chargeable to the following accounting and appropriation data.

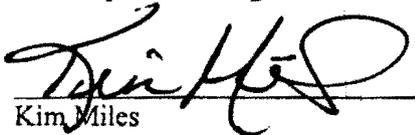
0100A10DOP 2011 5215700000 EO00001500 251A0

DUNS# 069287522
ALC: 61-00-0001
TIN: 520978750
US TREAS CODE: 61-0100

8. Handling of Confidential Information

a. If the HACU obtains confidential business information about any company in connection with performance of this agreement, either from the CPSC or from the other company itself, the HACU agrees that it will hold the information in confidence and not disclose it either to anyone outside the CPSC or to any HACU employee not involved in performance of this agreement.

9. Acceptance of Agreement:



Kim Miles
Contracting Officer
Division of Procurement Services
4330 East West Hwy
Bethesda, Maryland 20814



Antonio R. Flores, Ph.D. *John Moore*
vice President & ~~CEO~~ COO
HACU Internship Program
One Dupont Circle, NW Suite 430
Washington, DC 20036
Telephone number: (202) 467-0893
Fax Number: (202) 496-9177
Email: nguerrero@hacu.net