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RECEIVED
U.S. CONSUMER PRODUCT
SAFETY COMMISSION

INTERAGENCY AGREEMENT 2001

NUMBER CPSC-I-01-1158

BETWEEN THE
U.S. CONSUMER PRODUCT SAFETY COMMISSION
AND THE
U.S. GENERAL SERVICES ADMINISTRATION,
FEDERAL CONSUMER INFORMATION CENTER

A Introduction

The U.S. Consumer Product Safety Commission, hereinafter referred to as CPSC, and the U.S. General Services Administration, Federal Consumer Information Center, hereinafter referred to as FCIC, hereby agree that FCIC shall provide for the receipt, storage, handling, and distribution of 50,000 copies of various Spanish language publications during FY 2001, in accordance with the terms and conditions set forth in Section D, entitled Description of Work

B. Subject. Spanish-Language Publication, Storage and Distribution Services.

C Objective

The U.S. Consumer Product Safety Commission produces a variety of Spanish language publications related to consumer product safety issues as part of its mission. These Spanish language publications are mailed to individuals and organizations throughout the United States. In order to fulfill this part of CPSC's mission and accomplish it in the most efficient manner, it has been determined to be most advantageous to enter into an Interagency Agreement for the storage and distribution of 50,000 selected CPSC Spanish language publications by the U.S. General Services Administration, Federal Consumer Information Center.

D. Description of Work:

1. FCIC, through the Government Printing Office facility in Pueblo Colorado, shall provide storage, handling, and distribution services for 50,000 CPSC Spanish-language publications. The FCIC shall provide to CPSC the highest quality of service available to any other client agencies using the FCIC's publications storage, handling, and distribution system.
 - a. FCIC shall promote 50,000 CPSC Spanish-language publications to Hispanic organizations of FCIC's choosing and distribute them in bulk quantities during FY 2001.
 - b. FCIC shall provide by phone or email, upon CPSC request, an inventory of CPSC Spanish language publications still in stock.
2. FCIC shall be responsible for maintaining standards of service, environmental requirements, quality control, and management information requirements.
3. This agreement shall be the basis for all funding commitments and transactions related to warehouse storage, handling, and distribution of the 50,000 CPSC Spanish-language publications by the FCIC.
4. Modifications to the agreement may be required as a result of periodic reviews. Such modifications will be documented, sequentially numbered, and signed by both parties to this agreement and made a permanent part of this agreement.

E Contingency Plan:

1. The U.S. General Services Administration, Federal Consumer Information Center shall, in the event of a natural disaster, fire, flooding, or other catastrophe which renders the facility unable or unavailable to provide continued, quality service, take all care necessary to prevent damage or loss of Consumer Product Safety Commission (CPSC) owned items in the possession of FCIC and will assist the CPSC in relocating all CPSC publications to an alternate site for distribution.
2. The U.S. General Services Administration, Federal Consumer Information Center will replace any items which are lost or accidentally destroyed when the FCIC is responsible for the loss.
3. Within 8 hours of FCIC determining that the facility is/will be rendered unable or unavailable to provide service, FCIC shall notify CPSC of this condition.
4. If possible, within 24 hours of FCIC notifying CPSC of its non-serviceable condition, FCIC shall, upon CPSC request, move the CPSC-owned publications to the loading dock area and allow access to that area by whatever contractor CPSC designates to move the material.
5. FCIC shall prorate the annual charge for any period of time that CPSC is, by necessity, forced to evacuate the FCIC facility due to a natural disaster, fire, flooding, or other catastrophe. FCIC shall not invoice CPSC for any period of time that CPSC does not occupy FCIC space.

F CPSC Responsibilities:

CPSC will ensure the prompt and efficient transfer of its publications to the FCIC.

G Effective Date and Period of Agreement:

This agreement shall become effective upon being fully executed and shall remain in effect until the end of the Period of Performance set forth below. The Period of Performance shall be from date of execution through 09/30/01. Billable charges will commence on the date service begins.

H. Terminations:

This reimbursable agreement will remain in effect until either CPSC or FCIC requests in writing that it be terminated, revised, or amended with a 90-day advance notice to the other party. All terms and conditions remain in effect during the 90-day period.

I. Periodic Review

1. This agreement is subject to review by either agency at any time during the period of performance to:
 - a. determine if there is any need for modification, or termination;
 - b. review performance to evaluate the quality and timeliness of the warehouse storage, handling, reporting, and distribution services and to request any needed changes in performance standards;
 - c. request adjustments in any of the areas covered in the terms of this agreement, including the level of reimbursement
 - d. Annually, the CPSC may, at its discretion, issue a new bilateral Interagency Agreement, which will have a period of performance of October 1 through September 30 of the following fiscal year

J. Successor Organizations.

Any successor organization which may be established through reorganization of FCIC shall be considered responsible for carrying out this agreement, if such successor organization is acceptable to CPSC. Conversely, a successor organization may elect to terminate this agreement.

K Project Officer:

- 1 Lynn Barclay, of the Commission's Office of Planning and Evaluation, has been designated as the CPSC Project Officer and Inventory Manager for this Agreement. This individual may be reached on (301) 504-0416, x2241, or via e-mail at: lbarclay@cpsc.gov

- a. The Project Officer is responsible for:
 - (1) Monitoring the contract and providing assistance to FCIC in the resolution of any technical problems encountered during performance; and
 - (2) Inspection and acceptance of all work performed under the agreement.
 - (3) Selecting and arranging for the shipment of the 50,000 copies of Spanish-language CPSC publications to FCIC for distribution

- b. The Project Officer is not authorized to and shall not:
 - (1) Make changes in scope of work, agreement schedules and/or specifications;
 - (2) Direct or negotiate any change in the terms, conditions, or amounts cited in the agreement, and
 - (3) Take any action that commits CPSC or could lead to a claim against CPSC not otherwise authorized under Section D.1 c of this agreement.

2. The following individual is responsible for the billing and financial aspects of this agreement for FCIC.

U.S. General Services Administration,
Federal Consumer Information Center,
Bobbi Brensic, Controller
GSA - FCIC (XC)
1800 F. Street, N W , Room G-142
Washington, D C. 20405
Telephone (202) 208-3792
Fax: (202) 501-4281

3. The following individual is responsible for the administration and coordination of the terms of this agreement for FCIC.

U.S. General Services Administration,
Federal Consumer Information Center,
Donna Rathbone, Agency Liaison Officer
GSA - FCIC (XC)
1800 F. Street, N.W., Room G-142
Washington, D C. 20405
Telephone (202) 501-1794
Fax. (202) 501-4281

L. Reimbursement and Billing.

- 1 The CPSC will reimburse FCIC based on costs incurred for services up to an amount not to exceed \$5,000 00, pursuant to this agreement.
2. Inquires regarding billing may be directed to the U.S Consumer Product Safety Commission, Agency Payment Officer, Accounting Operations, Washington, D.C. 20207, Attn: Ms. Cecilia R. Smith. This individual may be reached on (301) 504-0018, x1137, or via e-mail at: crsmith@cpsc.gov
- 3 SF 1081, "Voucher and Schedule of Withdrawals and Credits," shall be itemized and billed by FCIC as incurred.
4. Cost for the storage and distribution of CPSC publications will be charged at the rate of \$0.10 per copy distributed. This includes all labor, overhead costs, packing materials, and mail expense associated with distribution of CPSC's Spanish-language publications
5. Billing for all agreed-to-costs shall be chargeable through the Treasury Department's Online Payment and Collection (OPAC) computer system from the following accounting and appropriation data:

Accounting Data. 01 EXPA-OP 2200 00 0142616 25 2109

Amount Certified to Date: \$5,000.00

M. Disagreements:

In the event that CPSC and GSA have a disagreement arising under this interagency agreement, the parties shall cooperatively seek to resolve the disagreement by themselves. If the disagreement cannot be resolved between them, the parties agree to seek the assistance of a third party in resolving the disagreement

N. Compliance:

The servicing agency (GSA) agrees to act in full compliance with Section 1074 of the Federal Acquisition Streamlining Act (FASA) of 1994 entitled ECONOMY ACT PURCHASES.

O. Authority:

The authority for entering into this agreement is the Economy Act of 1932, 31 U.S.C. 1535, as amended; Section 27(g) [15 U.S.C. 2076] of the Consumer Product Safety Act and Public Law 98-63.

Approved and Accepted
for:

Approved and Accepted
for:

U.S. Consumer Product
Safety Commission

Beverly Y. Wells

Beverly Y. Wells, Contracting Officer
Division of Procurement Services,
Directorate for Administration

Date 2/2/01

U.S. General Services Administration
Federal Consumer Information Center

Teresa Nasif

Teresa Nasif, Director
Federal Consumer Information
Center

Date: 2/23/01