OS

CPSC-I-03-1005
Revised 12/24/02

# INTERAGENCY AGREEMENT

# NUMBER CPSC-I-03-1005

# BETWEEN THE

# U.S. CONSUMER PRODUCT SAFETY COMMISSION

# AND THE

# U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES,

# PERSONAL PROPERTY FACILITY,

# PROGRAM SUPPORT CENTER (PSC)

A. Introduction:

The U.S. Consumer Product Safety Commission, hereinafter referred to as CPSC, and the U.S. Department of Health & Human Services, Division of Property Management, Personal Property Management Branch, Program Support Center, hereinafter referred to as PSC, hereby agree that PSC shall provide for the receipt, storage, handling, reporting, and distribution of CPSC's publications in accordance with the terms and conditions set forth in Section D, entitled Description of Work.

B. Subject: Publication Storage and Distribution Services

C. Objective:

The U.S. Consumer Product Safety Commission produces a variety of publications related to consumer product safety issues as part of its mission. These 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 CPSC's publications.

D. Description of Work:

1. PSC shall provide publication storage, handling, reporting, and distribution services for CPSC. The PSC shall provide to CPSC the highest quality of service available to any other client agencies using the PSC publications storage, handling, reporting, and distribution system.

   a. PSC shall warehouse (approximately) 200 skids of CPSC publications.

   b. A computerized inventory of CPSC publications, will be available to CPSC through the PROPSHOP website. CPSC will replenish low publication inventory levels. PSC shall notify CPSC for a decision on distribution when filling an order that would deplete the entire stock.

2. PSC shall maintain a computer system that allows for receiving publication distribution requests from designated individuals at the CPSC Headquarters and various Regional Public Affairs Specialists.

3. PSC shall be responsible for maintaining standards of service, environmental requirements, quality control, and management information requirements.

4. CPSC may access management reports available on the PROPSHOP website.

5. PSC shall perform distribution of CPSC publications within 2 workdays for routine orders, 1 workday for emergency orders. This interagency agreement establishes once a week delivery to CPSC Headquarters in Bethesda, MD.

   a. Local transportation (Washington D.C. Metropolitan area) will be reimbursed by CPSC at cost.

   b. Non-local transportation (shipment outside the Washington D.C. Metropolitan area) will be reimbursed by CPSC at cost.

   c. Any related services, materials, etc. will be reimbursed by CPSC at cost.

6. PSC shall allow on-site inspection of the PSC storage and distribution center by CPSC authorized staff at anytime with 24-hour prior notice.

7. This agreement shall be the basis for any funding commitments and transactions related to warehouse storage, handling, reporting, and distribution of CPSC

inventory by the PSC. 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 attached to this document as a permanent part.

E. Contingency Plan:

1. The U.S. Department of Health & Human Services, Personal Property Management Branch, Program Support Center (PSC) 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 PSC and will assist the CPSC in relocating all CPSC publications to an alternate site for distribution.

2. The Program Support Center (PSC) will replace any items which are lost or accidentally destroyed when the PSC is responsible for the loss.

3. Within 8 hours of PSC determining that the facility is/will be rendered unable or unavailable to provide service, PSC shall notify CPSC of this condition.

4. If possible, within 24 hours of PSC notifying CPSC of its non-serviceable condition, PSC 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. PSC shall prorate the annual charge for any period of time that CPSC is, by necessity, forced to evacuate the PSC facility due to a natural disaster, fire, flooding, or other catastrophe. PSC shall not invoice CPSC for any period of time that CPSC does not occupy PSC space.

F. CPSC Responsibilities:

1. CPSC will provide to PSC the information necessary to permit the effective and efficient transfer of its publications to the PSC.

2. CPSC will designate representatives (inventory managers) to participate in any user group meetings, held by telephone conference call, chaired by the PSC.

3. At PSC discretion, CPSC may participate in PSC warehousing tests, involving the storage, reporting, handling, and distribution of publications.

4. CPSC will routinely provide the PSC with updated information to keep CPSC inventory needs current; i.e. updated versions of publications.

G. Effective Date and Period of Agreement:

This agreement is effective 10/01/02 and shall remain in effect until the end of the Period of Performance set forth below. The Period of Performance shall be from 10/01/02 through 09/30/03. Billable charges will commence on the date service begins.

H. 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. To request adjustments in any of the areas covered in the terms of this agreement, including the level of reimbursement.

2. 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 30th.

I. Successor Organizations:

Any successor organization which may be established through reorganization of PSC 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.

J. Project Officer:

1. Kenneth Giles, of the Commission's Office of Information and Public Affairs has been designated as the Primary CPSC Project Officer and Inventory Manager for this Agreement. Kim Dulic, of the Commission's Office of Information and Public Affairs has been designated as the Alternate CPSC Project Officer and

Inventory Manager for this Agreement. These individuals may be reached on (301) 504-7908 or via the internet at: kgiles@cpsc.gov or; kdulic@cpsc.gov

a. The Project Officer is responsible for:

(1) Monitoring the PSC technical progress, including surveillance and assessment of performance.

(2) Performing technical evaluation as required, assisting the PSC in the resolution of technical problems encountered during performance; and

(3) Inspection and acceptance of all work performed under the agreement.

(4) Establishing inventory levels (stock and fill)

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 administration and coordination of the terms of this agreement for PSC. Copies of this document, pertinent correspondence, and changes or other transactions pertaining to this agreement shall be furnished to this individual:

a. U.S. Department of Health & Human Services,
Personal Property Management Branch,
John Sweeney, Chief,
Division of Property Management,
Program Support Center,
Personal Property Facility
16071 Industrial Drive
Gaithersburg, Maryland 20877

Telephone: (301) 443-2224
Fax: (301) 443-1227

3. The PSC principal identified above may re-delegate the functions of administration and coordination of this agreement. The PSC principal named above is authorized to sign as the PSC approving official on any modifications to this agreement.

K. Reimbursement and Billing:

The CPSC will reimburse PSC based on costs incurred for services up to an amount not to exceed $162,000.00 pursuant to this agreement. CPSC is currently operating under a Continuing Resolution which necessitates that partial funding be provided at this time in the amount of $41,000. This agreement will be modified, as additional funding becomes available.

1. Costs shall be billed to the U.S. Consumer Product Safety Commission, Agency Payment Officer, Accounting Operations, Washington, D.C. 20207, Attn: Ms. Cecilia R. Smith.

2. SF 1081, "Voucher and Schedule of Withdrawals and Credits," shall be prepared by PSC and billed on a monthly basis. In addition to storage and transportation charges, expenses for packing materials, postage and shipping services shall be itemized and billed as incurred.

   a. Costs for the storage and distribution of CPSC publications are based on an estimate of storage space occupied by CPSC in the PSC facility and all labor and overhead costs associated with the warehousing and distribution operations per PSC's letter dated 08/08/02.

3. The estimated operating costs associated with the warehousing function of the PSC will be reviewed quarterly and if adjustments in the billing are necessary, they will be made at that time.

4. Billing for all agreed-to-costs shall be chargeable to the following accounting and appropriation data:

   Accounting Data: 03 PS EXOB 2200 42286 253d

   Amount Certified to Date: $41,000.00 (Storage, handling & Transportation)

L. Compliance:

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

M. Authority:

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

Approved and Accepted
for:

U.S. Consumer Product
Safety Commission.

Donna Hutton
Contracting Officer,
Div. of Procurement Svcs.
Directorate for Administration Service

Date: 12/24/02

Approved and Accepted
for:

U.S. Department of Health
and Human Services,
Personal Property Facility,
Program Support Center.

Robert Noonan
Director of Operations
Administrative Operations

Date: