4 Pok 11/30/98

CPSC-I-99-1004

INTERAGENCY AGREEMENT

BETWEEN THE

U.S. CONSUMER PRODUCT SAFETY COMMISSION

AND THE

U.S. DEPARTMENT OF AGRICULTURE,

CONSOLIDATED FORMS AND PUBLICATIONS

DISTRIBUTION CENTER (CFPDC)

A. Introduction:

The U.S. Consumer Product Safety Commission, hereinafter referred to as CPSC, and the U.S. Department of Agriculture, Consolidated Forms and Publications Distribution Center, hereinafter referred to as CFPDC, hereby agree that CFPDC shall provide for the receipt, storage, handling, reporting, and distribution of CPSC's forms and 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 number of different forms and publications related to consumer product safety issues as part of its mission. These forms and 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 agreement with CFPDC to provide storage and distribution service of CPSC's forms and publications.

D. Description of Work:

1. CFPDC shall provide forms and publications storage, handling, reporting, and distribution services for CPSC. The CFPDC shall provide to CPSC the highest quality of service available to any other client

agencies using the CFPDC forms and publications storage, handling, reporting, and distribution system.

a. CFPDC shall warehouse (approximately) 184 skids of CPSC forms and publications.

b. CFPDC shall provide computerized inventory of CPSC forms and publications, including automatic notification to CPSC of critically low forms and publication inventory levels. CFPDC shall notify CPSC for a decision on distribution when filling an order which would deplete the entire stock.

c. CFPDC shall maintain a computer/modem system which allows for receiving form and publication distribution requests from CPSC Headquarters Project Officer and Regional Public Affairs Specialists.

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

3. CFPDC shall provide management reports to CPSC concerning the storage, handling, reporting, and distribution of its inventory on a monthly basis. CFPDC shall provide Quarterly and Year-End summaries.

4. CFPDC shall implement new CPSC requirements to the CFPDC system for storing, handling, reporting, and distribution of forms and publications to the greatest extent possible.

5. CFPDC shall advise and seek CPSC's agreement of all proposed or pending changes to the CFPDC system for storing, handling, reporting, and distributing forms and publications prior to implementing the proposal or initiating the work. CFPDC shall notify CPSC of the schedule for any proposed system changes.

6. Upon receipt of a request from CPSC, CFPDC shall perform distribution of CPSC forms and publications within 4 work days for routine orders, 2 work days for priority orders, 1 work day for emergency orders, with no additional charge for delivery within the Metro area. CFPDC shall make bulk deliveries of publications to CPSC, the District of Columbia Association for Retarded Citizens (DCARC), and any other location in the Washington D.C. Metropolitan area upon the request of CPSC.

a. Distribution does not include the cost of packing materials or postage which will be charged at cost.

b. There is no additional cost for a reasonable number of emergency orders.

c. There is no additional cost for delivery of bulk orders in the Washington D.C. Metropolitan area.

d. Transportation costs for shipment outside the Washington D.C. Metropolitan area will be charged at cost.

8. CFPDC shall allow on-site inspection of the CFPDC storage and distribution center by CPSC authorized staff at anytime without prior notice.

9. This agreement shall be the basis for all funding commitments and transactions related to warehouse storage, handling, reporting, and distribution of CPSC inventory by the CFPDC. 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 Office of Operations, Landover Service Center, Consolidated Forms and Publications Distribution Center(CFPDC) 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 CFPDC and will assist the CPSC in relocating all CPSC forms and publications to an alternate site for distribution.

2. The Landover Service Center's CFPDC will replace any items which are lost or accidently destroyed by the Center.

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

4. Within 24 hours of CFPDC notifying CPSC of its non-serviceable condition, CFPDC shall upon CPSC request, move the CPSC owned publications and forms to the loading dock area and allow access to that area by whatever Contractor CPSC designates to move the material.

5. CFPDC shall prorate the annual charge for any

period of time that CPSC is, by necessity, forced to evacuate the CFPDC facility due to a natural disaster, fire, flooding, or other catastrophe. CFPDC shall cease billing for any period of time that CPSC does not occupy CFPDC space.

* Mandatory INSPECTOR GENERAL requirement

F. CPSC Responsibilities:

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

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

3. CPSC may participate in the CFPDC warehousing tests, involving the storage, reporting, handling, and distribution of forms and publications.

4. CPSC will routinely provide the CFPDC with updated information to keep CPSC inventory needs current.

5. CPSC will provide the CFPDC with security requirements, if inventory requires secured access.

G. Delivery or Performance:

DESCRIPTION	QUANTITY	PERFORMANCE
1. Submit Management Reports(See D.3.)	1 original	35 days after the effective date of the agreement and thereafter 5 days after the end of the previous month
2. Submit Quarterly summary(See D.3.)	1 original	Every 3 months after the effective date of the agreement
3. Submit Year-End summary(See D.3.)	1 original	By the 31st day of October, 1999

H. Effective Date and Period of Agreement:

This agreement is effective 10/01/98 and shall remain in

effect until the end of the Period of Performance set forth below or until either party gives notice of termination, provided that at least 3 months advance notice of intention to terminate is given. The Period of Performance shall be from 10/01/98 through 09/30/99. Billable charges will commence on the date service begins.

I. Periodic Review:

1. This agreement is subject to review by CPSC 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 30 of the following fiscal year.

J. Successor Organizations:

Any successor organization which may be established through reorganization of CFPDC which provides these services shall be responsible for carrying out this agreement, if such successor organization is acceptable to CPSC.

K. Changes or Termination:

1. Changes to this agreement resulting from reviews called by either party or at scheduled intervals will be documented as described in Section D.9. above.

2. This agreement may be terminated (also see Section H) as follows:

   a. By USDA, Office of Operations, with three(3) months advance notification to CPSC of CFPDC's intention to terminate.

   b. By CPSC with three(3) months advance notification

to CFPDC of CPSC's intention to terminate.

c. Either CFPDC or CPSC may initiate termination of this agreement. If this agreement is terminated, the CFPDC shall assist CPSC in the orderly and timely transfer of services and items to a facility designated by CPSC.

L. 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. Kathleen Begala, 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) 504-0580.

a. The Project Officer is responsible for:

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

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

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

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 CFPDC. Copies of this document, pertinent correspondence, and changes or other transactions pertaining to this agreement shall be

furnished to this individual:

a. USDA, CFPDC Representative

David J. Bell, Associate Deputy for Operations
Department of Agriculture
Office of Operations
14th & Independence Ave., S.W., Room 1575-S
Washington, DC 20250
Telephone: (202)720-3937

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

M. Reimbursement and Billing:

The CPSC will reimburse CFPDC based on costs incurred for services up to an amount not to exceed $100,000.00 pursuant to this agreement.

1. On a monthly basis, itemized 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. Also, itemized expenses for packing materials,postage and shipping services shall be billed and reimbursed as incurred.

2. SF 1081, "Voucher and Schedule of Withdrawals and Credits," shall be prepared by USDA and billed on a monthly basis.

3. Costs for the storage and distribution of CPSC forms and publications shall be based on the percentage of space occupied by CPSC in the CFPDC facility. That percentage will be applied to the total operating costs associated with the warehousing function of the CFPDC.

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

Accounting Classification:99 2 103 42286 25.28

Amount Certified to Date: $100,000.00

5. CFPDC shall provide CPSC with written confirmation of full annual costs for storage and Distribution by August 1, 1999. This information is required for end of year planning purposes.

N. Compliance:

The servicing agency (USDA) 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, and Section 27(g)[15 U.S.C. 2076] of the Consumer Product Safety Act.

Approved and Accepted for:

The U.S. Consumer Product Safety Commission

Robert J. Frost
Contracting Officer,
Div. of Procurement Svcs.

Date: 11/24/98

Approved and Accepted for:

The U.S. Department of Agriculture, Consolidated Forms and Publications Distribution Center

David J. Bell
Acting Assoc. Deputy for
Operations, Ofc. of Operations

Date: 11-9-98