

CPSC-I-13-0009

United States Government

Interagency Agreement (IAA) – Agreement Between Federal Agencies  
General Terms and Conditions (GT&C) Section

IAA Number CPSC-I-13-0009 - 0000 -  
GT&C # \_\_\_\_\_ Order # Amendment/Mod # \_\_\_\_\_

DEPARTMENT AND/OR AGENCY			
1.	Requesting Agency of Products/Services	Servicing Agency Providing Products/Services	
	Name	Consumer Product Safety Commission Office of Human Resources Mgmt.	U.S. Office of Personnel Management Enterprise Human Resources Integration
	Address	4340 East West Highway Bethesda, MD 20814	1900 E St. NW, Room 3336 Washington, D.C. 20415
2. Servicing Agency Agreement Tracking Number (Optional) _____			
3. Assisted Acquisition Agreement Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
4. GT&C Action (Check action being taken) <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment – Complete only the GT&C blocks being changed and explain the changes being made.  <input type="checkbox"/> Cancellation – Provide a brief explanation for the IAA cancellation and complete the effective End Date.			
5. Agreement Period Start Date <u>01-02-13</u> End Date <u>09-30-2013</u> of IAA or effective cancellation date MM-DD-YYYY MM-DD-YYYY			
6. Recurring Agreement (Check One) A Recurring Agreement will continue, unless a notice to discontinue is received. Yes <input type="checkbox"/> If Yes, is this an: Annual Renewal <input type="checkbox"/> Other Renewal <input type="checkbox"/> State the other renewal period: _____ No <input checked="" type="checkbox"/>			
7. Agreement Type (Check One) <input checked="" type="checkbox"/> Single Order IAA <input type="checkbox"/> Multiple Order IAA			
8. Are Advance Payments Allowed for this IAA (Check One) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes is checked, enter Requesting Agency's Statutory Authority Title and Citation			
Note: Specific advance amounts will be captured on each related Order.			

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<b>9. Estimated Agreement Amount (The Servicing Agency completes all information for the estimated agreement amount.)</b> (Optional for Assisted Acquisitions)							
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">Direct Cost</td> <td style="text-align: right; border-bottom: 1px solid black;">\$9,852.00</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Overhead Fees &amp; Charges</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Total Estimated Amount</td> <td style="text-align: right; border-bottom: 1px solid black;">\$9,852.00</td> </tr> </table>	Direct Cost	\$9,852.00	Overhead Fees & Charges		Total Estimated Amount	\$9,852.00	Provide a general explanation of the Overhead Fees & Charges
Direct Cost	\$9,852.00						
Overhead Fees & Charges							
Total Estimated Amount	\$9,852.00						
<b>10. STATUTORY AUTHORITY</b>							
<b>a. Requesting Agency's Authority (Check One)</b>							
Franchise Fund <input type="checkbox"/>	Revolving Fund <input type="checkbox"/>						
Working Capital Fund <input type="checkbox"/>	Economy Act (31 U.S.C. 1535/FAR 17.5) <input checked="" type="checkbox"/>						
Other Authority <input type="checkbox"/>							
Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority							
<b>b. Servicing Agency's Authority (Check One)</b>							
Franchise Fund <input type="checkbox"/>	Revolving Fund <input checked="" type="checkbox"/>						
Working Capital Fund <input type="checkbox"/>	Economy Act (31 U.S.C. 1535/FAR 17.5) <input type="checkbox"/>						
Other Authority <input type="checkbox"/>							
Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority OPM Revolving Fund Authority, 5 U.S.C. Section 1304(e)							
<b>11. Requesting Agency's Scope (State and/or list attachments that support Requesting Agency's Scope.)</b>        							
<b>12. Roles &amp; Responsibilities for the Requesting Agency and Servicing Agency (State and/or list attachments for the roles and responsibilities for the Requesting Agency and the Servicing Agency.)</b> See attached Terms of Reference.							

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<p>13. Restrictions (Optional) (State and/or attach unique requirements and/or mission specific restrictions specific to this IAA).</p>
<p>14. Assisted Acquisition Small Business Credit Clause (The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.)</p>
<p>15. Disputes: Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, <i>Intragovernmental Business Rules Bulletin</i>, available on the TFM Web site at <a href="http://www.fms.treas.gov/tfm/vol1/bull.html">http://www.fms.treas.gov/tfm/vol1/bull.html</a>.</p>
<p>16. Termination (Insert the number of days that this IAA may be terminated by written notice by either the Requesting or Servicing Agency.)</p> <p>60</p> <p>If this agreement is canceled, any implementing contract/order may also be canceled. If the IAA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.</p> <p>If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IAA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.</p>
<p>17. Assisted Acquisition Agreements – Requesting Agency's Organizations Authorized To Request Acquisition Assistance for this IAA. (State or attach a list of Requesting Agency's organizations authorized to request acquisition assistance for this IAA.)</p>
<p>18. Assisted Acquisition Agreements – Servicing Agency's Organizations authorized to Provide Acquisition Assistance for this IAA. (State or attach a list of Servicing Agency's organizations authorized to provide acquisition for this IAA.)</p>
<p>19. Requesting Agency Clause(s) (Optional) (State and/or attach any additional Requesting Agency clauses.)</p>

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20. Servicing Agency Clause(s) (Optional) (State and/or attach any additional Servicing Agency clauses.)		
21. Additional Requesting Agency and/or Servicing Agency Attachments (Optional) (State and/or attach any additional Requesting Agency and/or Servicing Agency attachments.)		
22. Annual Review of IAA		
By signing this agreement, the parties agree to annually review the IAA if the agreement period exceeds one year. Appropriate changes will be made by amendment to the GT&C and/or modification to any affected Order(s).		
<b>AGENCY OFFICIAL</b>		
The Agency Official is the highest level accepting authority or official as designated by the Requesting Agency and Servicing Agency to sign this agreement. Each Agency Official must ensure that the general terms and conditions are properly defined, including the stated statutory authorities, and, that the scope of work can be fulfilled per the agreement.		
The Agreement Period Start Date (Block 5) must be the same as or later than the signature dates.		
Actual work for this IAA may NOT begin until an Order has been signed by the appropriate individuals, as stated in the instructions for Blocks 37 and 38.		
<b>23.</b>	<b>Requesting Agency</b>	<b>Servicing Agency</b>
Name	Donna Simpson	Marie Boucher
Title	Director, Office of Human Resources Mgmt	OPF Project Manager
Telephone Number(s)	(301) 504-7218	(202) 606-1832
Fax Number	(301) 504-0432	(202) 606-1738
Email Address	dsimpson@cpsc.gov	Marie.Boucher@opm.gov
SIGNATURE	<i>Donna Simpson</i>	<i>Marie Boucher</i>
Approval Date	<i>1/7/2012</i>	<i>1/8/2013</i>

United States Government  
 Interagency Agreement (IAA) – Agreement Between Federal Agencies  
 Order Requirements and Funding Information (Order) Section

IAA Number CPSC-I-13-00Q9

GT&C # \_\_\_\_\_

Order # \_\_\_\_\_ Amendment/Mod # \_\_\_\_\_

Servicing Agency's Agreement

Tracking Number (Optional) \_\_\_\_\_

PRIMARY ORGANIZATION/OFFICE INFORMATION					
24.	Requesting Agency	Servicing Agency			
Primary Organization/Office Name	Consumer Product Safety Comm	U.S. Office of Personnel Management Enterprise Human Resources Integration			
Responsible Organization/Office Address	4330 East West Hwy, Rm 523 Bethesda, MD 20814-4408	1900 E St. NW, Room 3336 Washington, D.C. 20415			
ORDER/REQUIREMENTS INFORMATION					
25. Order Action (Check One)					
<input checked="" type="checkbox"/> New					
<input type="checkbox"/> Modification (Mod) – List affected Order blocks being changed and explain the changes being made. For Example: for a performance period mod, state new performance period for this Order in Block 27. Fill out the Funding Modification Summary by Line (Block 26) if the mod involves adding, deleting or changing Funding for an Order Line.					
<input type="checkbox"/> Cancellation – Provide a brief explanation for Order cancellation and fill in the Performance Period End Date for the effective cancellation date.					
26. Funding Modification Summary by Line	Line # _____	Line # _____	Line # _____	Total of All Other Lines (attach funding details)	Total
Original Line Funding	\$	\$	\$	\$	\$0.00
Cumulative Funding Changes From Prior Mods [addition (+) or reduction (-)]	\$	\$	\$	\$	\$0.00
Funding Change for This Mod	\$	\$	\$	\$	\$0.00
TOTAL Modified Obligation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Advance Amount (-)	\$	\$	\$	\$	\$0.00
Net Modified Amount Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27. Performance Period					
	Start Date	01-02-13	End Date	09-30-2013	
		MM-DD-YYYY		MM-DD-YYYY	
For a performance period mod, insert the start and end dates that reflect the new performance period.					

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Servicing Agency's Agreement  
 Tracking Number (Optional) \_\_\_\_\_

<b>28. Order Line/Funding Information</b>			<b>Line Number</b> _____		
		<b>Requesting Agency Funding Information</b>	<b>Servicing Agency Funding Information</b>		
ALC	61130001		24-000001		
Treasury Agency Code	61-0100	TIN: 520978750	0270024		
Trading Partner Code	DIINS: 069287522		24		
TAS	61130100		24X4571.024		
BETC	DISB		COLL		
Object Class Code (Optional)					
BPN			791188589		
BPN + 4 (Optional)					
Additional Accounting Classification/Information (Optional)	0100A13DSE 2013 9994800000 EXIT002400 253P0				
Requesting Agency Funding Expiration Date 09-30-13 MM-DD-YYYY		Requesting Agency Funding Cancellation Date 09-30-13 MM-DD-YYYY			
Project Number & Title eOPF Maintenance Support for FY13					
Description of Products and/or Services, including the Bona Fide Need for this Order (State or attach a description of products/services, including the bona fide need for this Order.) eOPF Maintenance Support for FY13. See Terms of Reference.					
North American Industry Classification System (NAICS) Number (Optional) _____					
<b>Breakdown of Reimbursable Line Costs</b>			<b>OR Breakdown of Assisted Acquisition Line Cost:</b>		
Unit of Measure			Contract Cost	\$	
Quantity	Unit Price	Total	Servicing Fees	\$	
1	\$9,852.00	\$9,852.00	Total Obligated Cost	\$0.00	
Overhead Fees & Charges	\$		Advance for Line (-)	\$	
Total Line Amount Obligated	\$9,852.00		Net Total Cost	\$0.00	
Advance Line Amount (-)	\$		Assisted Acquisition Servicing Fees Explanation		
Net Line Amount Due	\$9,852.00				
Type of Service Requirements <input type="checkbox"/> Severable Service <input checked="" type="checkbox"/> Non-severable Service <input type="checkbox"/> Not Applicable					





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IAA Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_      Servicing Agency's Agreement  
 GT&C #      Order #      Amendment/Mod #      Tracking Number (Optional) \_\_\_\_\_

CONTACT INFORMATION		
<b>FINANCE OFFICE Points of Contact (POCs)</b>		
The finance office points of contact must ensure that the payment (Requesting Agency), billing (Servicing Agency), and advance/accounting information are accurate and timely for this Order.		
<b>39.</b>	<b>Requesting Agency (Payment Office)</b>	<b>Servicing Agency (Billing Office)</b>
Name	Debbie Young	Clyde Pendleton
Title	Payment Officer	Accounts Receivable
Office Address	CPSC Accounts Payable Br, AMZ-160 PO Box 25710 Oklahoma City, OK 73125	Shepherdstown, WV
Telephone Number	(405) 954-7467	(304) 870-8023
Fax Number		
Email Address	9-AMC-AMZ-CPSC-Accounts-Payable@faa.gov	clyde.pendleton@opm.gov
Signature & Date (Optional)		
<b>40. ADDITIONAL Points of Contacts (POCs) (as determined by each Agency)</b>		
This may include CONTRACTING Office Points of Contact (POCs).		
	<b>Requesting Agency</b>	<b>Servicing Agency</b>
Name	Beth Schwab	Daniel Suh
Title	Supv HR Specialist	Financial Analyst
Office Address	4340 East West Highway, Rm 838	1900 E St. NW, Room 3336 Washington, D.C. 20415
Telephone Number	(301) 504-7214	(202) 606-1949
Fax Number	(301) 504-0432	(202) 606-1738
Email Address	bschwab@cpsec.gov	Daniel.Suh@opm.gov
Signature & Date (Optional)	<i>Beth Schwab 9/24/12</i>	
Name		
Title		
Office Address		
Telephone Number		(202) 606-1949
Fax Number		
Email Address		
Signature & Date (Optional)		
Name		
Title		
Office Address		
Telephone Number		
Fax Number		
Email Address		
Signature & Date (Optional)		

EHRI Program Management Office

9/17/2012

**Statement of Services**

<b>Customer</b>		<b>EHRI Info</b>	
Agency	Consumer Product Safety Commission	EHRI Contact	Thom Mukri
Dept.		Phone	202-606-4858
POC		e-Mail	Thom.Mukri@opm.gov
Title		Fax	202-606-1738
Phone			
IAA Date	Effective 01-02-2013 - 09-30-2013		
Address			
City	State ZIP		
Fax			
e-Mail			

Qty	Service/Product Description	Period of Performance	Unit Price	TOTAL
590	CPSC eOPF FY13 limited-use license maintenance (includes NBC hosting environment, help desk, license fees, program management, and product support)	01/02/2013 - 09/30/13	\$16.00	\$ 9,440.00
2	CPSC eOPF FY13 full-use license maintenance (included free as part of the limited-use licenses above)	01/02/2013 - 09/30/13	\$0.00	\$0.00
11	CPSC eOPF FY13 full-use license maintenance	01/02/2013 - 09/30/13	\$26.00	\$286.00
1	Purchase of additional eOPF full-use licenses	n/a	\$126.00	\$126.00
			SubTotal	\$ 9,852.00
			<b>TOTAL</b>	\$ 9,852.00

**Payment**

IPAC / IAA      See attached IAA form for IPAC

Credit Card      For credit card payment, provide detail below

Cardholder Name: \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

EHRI- The Central Source for Federal Employee Data

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**TERMS OF REFERENCE  
eOPF MAINTENANCE  
FOR THE  
CONSUMER PRODUCT SAFETY COMMISSION**

**1. Statement of Legal Authority**

The U.S. Office of Personnel Management's (OPM) Enterprise Human Resources Integration (EHRI) Program Management Office (PMO) is providing services and product support as described below, pursuant to authority of the Revolving Fund Act (5 USC Section 1304 (e) (1)) and the Memorandum of Understanding between EHRI and the Consumer Product Safety Commission (hereinafter referred to as "the Agency") for maintenance of eOPF. This Terms of Reference (TOR) document falls within this legal framework and pertains to electronic Official Personnel Folder (eOPF) services to be provided by EHRI to the Agency.

**2. Purpose**

This TOR is intended to serve as the basis for a common understanding between EHRI PMO and the Agency regarding eOPF maintenance and the scope of services and support that will be provided. It will lead to development of contract documentation for issuance by the EHRI PMO to the implementation contractor in delivery of maintenance services to the Agency.

**3. Scope**

The scope of this TOR encompasses a full range of services required to support maintenance of EHRI systems for the Agency, in accordance with the EHRI Memorandum of Understanding (MOU) signed by the Agency. The maintenance funding includes, but is not limited to, the services outlined below.

- **Software/Licenses Maintenance:**
  - Each eOPF license that is paid for by maintenance funding in a given year gives the agency the right to have one active eOPF for that year.
  - Periodic upgrades to the eOPF software. Upgrades will be announced during the User Group Meetings or through e-mail distribution to the User Group community.
- **Software Hosting Operations:** Apportioned charges for services including, but not limited to, infrastructure hardware and software maintenance, vulnerability maintenance, eOPF and infrastructure software upgrades and testing, service monitoring and alerting, performance monitoring, and reporting.
  - **Hosting Environment Disaster Recovery Functionality:** In the event of an unplanned data center outage, EHRI will return the eOPF to operation within 14 days from the point of a disaster declaration. EHRI is working on an initiative to pre-position all eOPF data in a disaster recovery site to ensure that data would be recovered within 12-hours.
- **eOPF Help Desk:** After receiving alerts or messages from the hosting facility, emails directly from eOPF, or a communication (phone, fax, or email) from users

concerning a performance degradation or technical issue relating to the eOPF system, the helpdesk will create a ticket, resolve Tier 1 issues, and escalate other tickets to the Agency or EHRI Operations within a reasonable timeframe (no later than 2 business days). The helpdesk will escalate and track issues, as appropriate, until they are resolved. Services also include:

- Automated case tracking
  - Phone call tracking and management
  - Routine reporting and metrics
  - Available 24 hours per day, 7 days per week
  - Support offered to HR Specialists, System Administrators, and employees who have system access (system access is defined as users having an email address in their user record).
- National Personnel Records Center (NPRC) Services: After scanning of the paper OPF is completed, the paper non-record OPFs may be shipped and stored at NPRC on a temporary basis pending disposition. The NPRC services include the storage of the scanned OPFs, the associated physical and administrative transfer fees, an annual OPF reference budget of 0.5% of the scanned OPFs (i.e. returning a non-record paper OPF to the agency), and disposal of the scanned paper OPFs. Additionally, late flowing documents from the Agency following the transfer of the OPF to NPRC will be included ("interfiled") in the separated employees OPF at NPRC. The Agency allowance for interfiled documents is twice the number of separating employees in any given year. Additional charges may result if that amount is exceeded. If the 0.5% reference budget is exceeded, EHRI PMO shall pass associated actual costs along to the agency. Any costs associated with transferring eOPFs to or from the NPRC instance will be covered by this agreement. The cost of shipping the paper OPFs to NPRC is not included, and will be accounted for separately if a shipping service is procured through EHRI.
  - EHRI PMO Support: The EHRI PMO plays a significant role in the maintenance phase. The PMO will support all contractual, pricing, security, and any other related matters to assure a smooth and timely transition from assessment to the maintenance of eOPF. The EHRI PMO may also offer meetings for the Agency to participate in from time to time, which may include the eOPF User Group and/or the Requirements Workgroup
  - eOPF Toolkit: The eOPF Toolkit provides an online inventory of materials for the Agency to reference policies, procedures, and communication campaign materials. Authorized users can access reference manuals and policy documents as well as sample presentations, letters and memos through OPM's secure portal.
  - Production Group Support: Following completion of all implementation activities and a review by the EHRI Program Manager, support for Agency eOPF activity is provided by the Production Support Group. This support includes SF-50 and employee self service document load reports and load error reports. Additionally, any conversion vendor labor required to update Day Forward Conversion Plans (DFCP), Agency Specific Business Rules, or Agency Specific Forms List will be covered by this support. However, any per image charges or related fees for day-

forward conversion services are not covered (i.e. they will be charged directly to the agency separately).

- Training Database Usage: Agencies may utilize eOPF training databases on a temporary basis. Agencies should request usage (including requested duration of access) through the EHRI PMO.

#### **4. Agency Responsibilities**

- If the Agency is governed by Title V rules and regulations, the Agency shall use the eOPF system in accordance with the Guide to Personnel Recordkeeping (Non-Title V Agencies that utilize the Standard Form 50 must also do so in accordance with the Guide to Processing Personnel Actions).
- The Agency agrees to take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this agreement. In particular, OPM clause 1752.224-70 is incorporated by reference and the parties agree that they, including any contractors acting on their behalf, will comply with this clause. If the Agency becomes aware of a breach or potential breach, they will notify the OPM Situation Room (202 418-0111 or [sitroom@opm.gov](mailto:sitroom@opm.gov)) as well as the Contracting Officer (Lois Jones, 202-606-4629, [lois.jones@opm.gov](mailto:lois.jones@opm.gov)). This notification shall be made as soon as possible after the breach or potential breach is detected, but in no event later than 30 minutes after detection. The notification shall be made regardless of the time or day of the week that the breach or potential breach is detected.
- The Agency will take appropriate action by instruction, agreement, or otherwise, to protect EHRI's Contractor's proprietary property with any third parties that are permitted access to the computer program and documentation in with the Agency's permitted use thereof.
- Agencies shall contact the eOPF Helpdesk in the event that there are questions regarding upgrades to the eOPF software (the Agency shall not contact the conversion vendor for assistance).
- When an eOPF help desk ticket is escalated to the Agency for resolution, the Agency shall track, work and close the ticket once resolved, within a reasonable timeframe.

#### **5. Period of Performance**

This TOR applies to Fiscal Year 2013, January 2, 2013 – September 30, 2013.

#### **6. Funding and Costs**

Costs for conducting the Agency eOPF maintenance will be recovered by EHRI from the Agency through the Interagency Agreement (IAA) between EHRI and the Agency. Billing for this IAA will be done in advance annually, using the Agency's Agency Location Code (ALC) via the Department of Treasury's Inter-Governmental Payment and Collection system (IPAC).

Maintenance charge estimates for the next two fiscal years will be available to the Partner Agencies through the OMB MAX portal.

