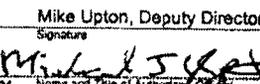


Interagency/Intra-agency Agreement															
Parties to the Agreement															
REQUESTING AGENCY/BUYER		SERVICING AGENCY/SELLER													
1A. Department	U.S. Consumer Product Safety Commission	1B. Department	Department of Transportation												
2A. Agency		2B. Agency	Federal Aviation Administration												
3A. Office		3B. Office	Office of Operational Services												
4A. OBLIGATION NUMBER	CPSC-I-12-0002; MOD #8	4B. AGREEMENT NUMBER	FF-FM-ESCK-OCPS-13												
5A. Agency Location Code (ALC)	61-00-0001	5B. Agency Location Code (ALC)	69001104												
6A. Data Universal Numbering Sys. # (DUNS)	069287522	6B. Data Universal Numbering Sys. # (DUNS)	614876758												
7A. Tax Identification # (TIN)	520978750	7B. Tax Identification # (TIN)	730588975												
8A. Treasury Approp. Fund Symbol (TAFS)	61130100	8B. Treasury Approp. Fund Symbol (TAFS)	69X4562												
9A. Trading Partner Code	691701	9A. Trading Partner Code	691200												
10A. Accounting Classification Code	0100A13DSE 2013 9994800000 EXIT002400 253N0	10A. Accounting Classification Code													
Points of Contact for the Agreement															
REQUESTING AGENCY/BUYER		SERVICING AGENCY/SELLER													
11A. Finance Point of Contact		11B. Finance Point of Contact													
Name	Priscila Susi	Name	Thu T. Nguyen												
Address	4330 East-West Highway Bethesda, MD 20814	Address	PO Box 25082, AMK-10 Oklahoma City, OK 73125												
Phone	301-504-7566	Phone	405-954-5594												
E-mail	psusi@cpsc.gov	E-mail	Thu.T.Nguyen@faa.gov												
12A. Program Point of Contact		12B. Program Point of Contact													
Name	Priscila Susi	Name	Mike Upton												
Address	4330 East-West Highway Bethesda, MD 20814	Address	PO Box 25082, AMK-1 Oklahoma City, OK 73125												
Phone	301-504-7566	Phone	405-954-8980												
E-mail	psusi@cpsc.gov	E-mail	Mike.Upton@faa.gov												
13. Period of Performance		14. Legal Authority													
From (mm/dd/yy)	To (mm/dd/yy)	Public Law 104-205 (110 Stat. 2957)													
10/1/2012	9/30/2013	AMC-1 Franchise Fund Policy Statement, FY 2010-01 4/9/2010													
15. Total Agreement Amount (estimate)		16. Payment Terms and Schedule													
\$ 523,978		Advance Payment Required													
17. Brief Description of the Supplies, Services and Deliverables Required and Option Years, if Any															
<p>FY-13 Financial Management Services:</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Delphi Services</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 30%;"></td> <td style="width: 30%; text-align: right;">193,063.00</td> </tr> <tr> <td>Accounting Services</td> <td style="text-align: right;">\$</td> <td></td> <td style="text-align: right;">330,913.00</td> </tr> <tr> <td><b>Total</b></td> <td></td> <td></td> <td style="text-align: right;"><b>523,976.00</b></td> </tr> </table> <p>Subject to Availability of Funding. Advances will be taken in accordance with continuing resolution guidelines. Upon approval of the DOT Appropriation, advances will be taken quarterly in accordance with the estimated pricing for each quarter. Advances/Revenue will be monitored on a monthly basis to ensure that the appropriate funding has been received. Advances will be taken at the beginning of each quarter or more often, if funding is needed to fulfill the tasks identified in this agreement.</p>				Delphi Services	\$		193,063.00	Accounting Services	\$		330,913.00	<b>Total</b>			<b>523,976.00</b>
Delphi Services	\$		193,063.00												
Accounting Services	\$		330,913.00												
<b>Total</b>			<b>523,976.00</b>												
Authorized Approvals															
REQUESTING AGENCY/BUYER		SERVICING AGENCY/SELLER													
18. Name and Title of Authorized Official		20. Name and Title of Authorized Official													
Donna Hutton, CPSC Contracting Officer		Mike Upton, Deputy Director, Enterprise Services Center, AMK-2													
Signature	Date	Signature	Date												
	9/21/12		8/14/2012												
19. Name and Title of Fund Certification Officer		21. Name and Title of Authorized Official													
Signature	Date	Signature	Date												

**Enterprise Service Center (ESC)  
Financial Management Program  
Franchise Agreement**

**PROVIDER:** U.S. Department of Transportation  
Federal Aviation Administration  
Enterprise Service Center  
Mike Monroney Aeronautical Center  
P.O. Box 25082, Oklahoma City, OK 73125

**CUSTOMER:** U.S. Consumer Product Safety Commission  
4330 East-West Highway  
Bethesda, MD 20814

**I. PURPOSE**

- A. The Enterprise Services Center (ESC) will maintain for U.S. Consumer Product Safety Commission (CPSC) a separate, complete and identifiably distinct set of books on the ESC's Oracle Federal Financial system. ESC will also provide full accounting services, to include all transactions as described in Service Level Agreement (SLA).
- B. CPSC identified above has requested that ESC provide the goods and services identified in 1A above.

**II. SCOPE AND DELIVERY**

- A. ESC will maintain for CPSC a separate, complete and identifiably distinct set of books on the ESC's Oracle Federal Financials system. This includes various enterprise licensing (e.g., Kintana, Sarbanes-Oxley Compliance, and similar), support for Oracle Federal Financials, conversion, global configuration, hosting, help desk, training and upgrades according to the current DOT Form 2300.1a and at the rate(s) specified in the DOT Form 2300.1a current at the time of scheduling. This does not include licensing for Oracle Federal Financials.

ESC will also provide accounting services, to include all transactions described in SLA including the addition of commitments in FY2013.

- B. This agreement and/or the attached SOW incorporated herein and the orders placed against this agreement provide the basis for funding, invoicing, and payment for transactions identified by this agreement and orders placed against this agreement. Additional funding commitments may be added to the agreement by modification, as a result of changes in the agreement and/or the SOW and the dollar amounts identified. Any such commitments shall be documented by a written modification to this agreement (See Article IV) and incorporated herein.

**III. RESOURCE COMMITMENT**

- A. ESC agrees that:

1. Sufficient resources are available to provide the goods or services identified in I.A. above.
2. FAA, MMAC, ESC will provide quarterly invoicing to CPSC reflecting dollars collected against funds allocated and identified on the attached DOT Form 2300.1A.
3. Status reports will be provided to CPSC as reasonably requested.

**B. CPSC agrees that:**

1. Funds equal to the amount listed on the attached DOT Form 2300.1A are available to ESC to carry out its obligations identified in this agreement.
2. A contact point and/or representative(s) will be designated, in writing at the time of the signing of this agreement, to coordinate activities including schedules, resource requirements, equipment needs, property requirements, etc., with ESC. The contact point/representative shall be authorized to, among other things, resolve issues relating to billings, transfers of funds, invoices, and any other dispute that may arise as a result of the performance of this agreement.
3. It will pay or cause to be paid to ESC, within 30 days of the invoice date, any and all amounts invoiced on behalf of ESC in accordance with this agreement and any modifications hereto. CPSC shall identify to ESC, within 60 days of its receipt of the invoice, any disputes regarding invoicing procedures and/or amounts. Any dispute(s) regarding invoicing shall be resolved in accordance with Article X of this agreement.
4. It will provide ESC with as much lead-time as reasonably practical regarding any anticipated resource requirements.
5. It will provide reports and briefings, as reasonably requested, by ESC.
6. It will document, in writing, all requirements relative to this agreement, any order(s) placed in accordance with this agreement, and any modification(s) to this agreement.
7. It has the necessary and appropriate legal authority to enter into this agreement with ESC.
8. CPSC has made the determination that it is in the Government's best interest to fulfill or satisfy these requirements through the ESC IAW FAR 17.5.

<b>IV. AMENDMENTS, CHANGES, MODIFICATIONS</b>
---

- A. Any and all changes and/or modifications to this agreement shall be in writing and shall be signed by an appropriately designated and authorized representative of each respective party acting within the scope of his/her authority. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this agreement. Any and all requests for interpretation and/or modification shall be made in writing. Modifications shall be sequentially numbered.
- B. The approval authorities for ESC and CPSC relating to any such changes, modifications are the following:

Federal Aviation Administration,  
Enterprise Services Center  
Michael J. Upton, Deputy Director  
PO Box 25082  
Oklahoma City, OK 73125

U.S. Consumer Product Safety Commission

**FY13 Agreement Number: FF-FM-ESCK-OCPS-13**

---

Peter Nerret  
4330 East-West Highway  
Bethesda, MD 20814

- C. It is mutually understood and agreed by the parties that the estimated dollar amount to be spent by CPSC under this agreement is identified in the DOT Form 2300.1A attached. In the event actual dollar amounts differ from the estimates, ESC and CPSC mutually agree to adjust the dollar amount by written modification. Any additional funds due and owing either party as a result of any such modification shall be paid in a reasonable period of time.

**V. EFFECTIVE DATE AND PERIOD OF AGREEMENT**

The effective date of this Agreement will be the date of the last signature to this Agreement, or October 1, 2012, whichever is later. The base period of performance will end September 30, 2013.

This agreement will result in a one (1) year base period of performance. This agreement includes four (4) option periods. The bilateral, written option exercise may extend the effective period of this agreement for a period of one (1) calendar year from the date of the exercise. In any event, this agreement shall have a maximum effective period of five (5) calendar years from the date the agreement is exercised. The parties agree to review the terms and conditions of the this agreement at least annually to determine whether the agreement should be amended, modified or terminated.

The parties acknowledge that fund obligations accruing to the parties and both of them out of this Agreement shall be accomplished in accordance with attachment 1, DOT F2300.1a, (Interagency/Intra-agency Agreement), and executed as between the parties. The parties acknowledge and mutually agree that that document as well as funding documents initiated by the customer in no way alters, amends, or modifies the obligations of the parties with respect to this Agreement. The parties further acknowledge and mutually agree that in the event of any conflict(s) between the document identified as an Interagency Agreement and this Franchise Agreement or other documents initiated by the customer, the terms and provisions of this Franchise Agreement shall be controlling and shall carry out the purpose(s) for which this Franchise Agreement is executed.

In addition to the forgoing and subject to funding availability, the effective period of this agreement may be extended for a period of up to ninety (90) calendar days to bridge performance hereunder until the appropriate agreement documentation can be entered into by the parties.

**VI. PROPERTY ACQUISITIONS**

Unless otherwise specified by modifications, any property acquired by ESC to perform work under this agreement shall become the property of ESC.

**VII. REASONABLE CARE AND PROTECTION**

ESC and CPSC mutually agree to exercise reasonable and appropriate care to protect from unauthorized disclosure to any third parties all intellectual property, proprietary and/or sensitive information and data that become available while fulfilling duties and obligations under this agreement. No information, oral or written, concerning pricing and terms of this agreement shall be published or released to any non-party without prior written approval of ESC and CPSC, except as provided by law.

**VIII. AUTHORITY**

The FAA authorities by which ESC enters into this agreement are:

- Public Law 104-205 (110 Stat.2957)
- AMC-1 Franchise Fund Policy Statement, FY 2010-01 (April 09, 2010)

The authorities by which CPSC enters into this agreement are:

- The Economy Act (31 U.S.C. 1535)

**IX. TERMINATION / REVOCATION**

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations, which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

**X. DISPUTE RESOLUTION**

Where possible, disputes will be resolved by informal discussion between the parties. If the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved pursuant to the procedures and standards of the Business Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual, Volume 1, Bulletin 2007-03, Section VII.

**XI. FUNDING AND PAYMENT**

CPSC agrees to pay ESC the firm-fixed prices for its performance and work required to service CPSC under the terms of this agreement as specified in SLA.

The Delphi Annual ("Steady-State") and Accounting Services Annual costs are based on fixed unit pricing, subject to change from year to year.

In accordance with Public Law 104-205, ESC will process an advance and render monthly bills for costs as described in DOT Form 2300.1a.

Billing and payment for all annual costs as described in DOT Form 2300.1a will be accomplished by an Intra-governmental Payment and Collection (IPAC) transaction. Any adjustments to costs indicated in DOT Form 2300.1a may not be imposed without written notification to and written acceptance by CPSC prior to incurrence (as evidenced by a bi-lateral modification). Upon revocation or termination of the Agreement by CPSC for any cause, CPSC will reimburse ESC for all reasonable costs incurred to date and for reasonable termination expenses.

a. **ESC billing(s)** will be submitted to CPSC. The billing contact for CPSC is:

Name: Deborah Hodge *Priscilla Susi*  
Office/Title:

**FY13 Agreement Number: FF-FM-ESCK-OCPS-13**

Address: U.S. Consumer Product Safety Commission  
4330 East-West Highway  
Bethesda, MD 20814  
Phone: (301) 504-~~7130~~<sup>7566</sup> (fax 301-713-1535)  
Agency  
Locator: 61000001

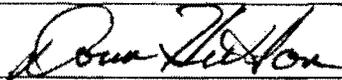
*psusi*  
Email: ~~dhodge~~@cpsc.gov

b. **Payment** shall be handled by an IPAC transaction. The billing contact for ESC is:

Location: Mike Monroney Aeronautical Center  
Office: Office of Operational Services  
Department: General Accounting, AMZ-300  
Address: P.O. Box 25760  
Oklahoma City, Oklahoma 73125-4915A  
Phone: 405-954-4333 (fax 405-954-5322)

**XII. APPROVALS**

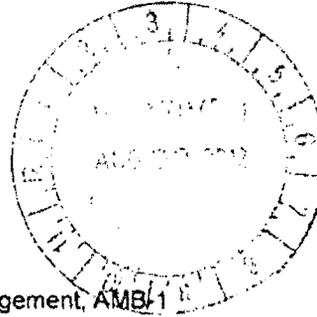
Donna Hutton, Contracting Officer  
U.S. Consumer Product Safety Commission

  
Signature \_\_\_\_\_ Date 9/21/12

Michael J. Upton, Deputy Director  
Enterprise Services Center  
Mike Monroney Aeronautical Center

  
Signature \_\_\_\_\_ Date 8/14/2012

2012-AMC-HQU-11835



Date: 08/7/2012  
To: Aeronautical Center Counsel, AMC-7  
From: Office of Budget and Performance Management, AMB-1  
RE: Coordination of Aeronautical Center Agreement  
Priority: Urgent

Please review the attached agreement and provide your concurrence/non-concurrence and any comments.

Please call **KIM ROBINSON AMB-1, X4-8124** when signed.

LEGAL REVIEW/COORDINATION BY J Standell  
[Signature] 9 Aug 12  
Signature/Date AMC-7

I have reviewed the document(s) and concur as written:

AMB POC SIGNATURE AND DATE: [Signature] 8/9/12

COMMENTS: FY-13 NON DOT Delphi and Financial Management Agreements

- 7 total

- CFTC CPSC GAO
- IMLS NCUA
- NEA SEC