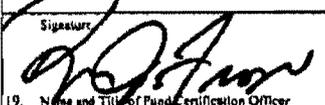


069

Interagency/Intra-agency Agreement			
Parties to the Agreement			
BUYER		SELLER	
1A. Department	Consumer Product Safety Commission	1B. Department	U.S. Department of Transportation
2A. Agency	N/A	2B. Agency	Office of the Secretary of Transportation
3A. Office	N/A	3B. Office	Transit Benefits Program, M-73
4A. OBLIGATION NUMBER	CPSC-E-11-0001	4B. AGREEMENT NUMBER	069-TFC-3022010201-11
5A. Agency Location Code (ALC)	61-00-0001	5B. Agency Location Code (ALC)	69-01-0007
6A. Data Universal Numbering Sys. # (DUNS)	06-928-7500	6B. Data Universal Numbering Sys. # (DUNS)	13-222-7039
7A. Tax Identification # (TIN)	52-0978750	7B. Tax Identification # (TIN)	52-2211023
8A. Treasury Approp. Fund Symbol (TAFS)	6100100	8B. Treasury Approp. Fund Symbol (TAFS)	69X4520
9A. Trading Partner Code	610000	9B. Trading Partner Code	690000
10A. Accounting Classification Code	0100 A1105A - 2011 - 5417100000 - EXEMO 2700 12100	10B. Accounting Classification Code	14X4520000.2011.0000000000.110300600 0
Points of Contact for the Agreement			
BUYER		SELLER	
11A. Finance Point of Contact		11B. Finance Point of Contact	
Name	Debbie Hodge	Name	Norma Bowles
Address	Consumer Product Safety Commission	Address	FAA Oklahoma City
Phone	301-504-7130	Phone	405.934.2568
E-mail	dhodge@cpsc.gov	E-mail	Norma.Bowles@faa.gov
12A. Program Point of Contact		12B. Program Point of Contact	
Name	Cindy Warren	Name	Ja-Mei Wylie
Address	Bethesda, MD 20814	Address	Washington, D.C. 20590
Phone	301-504-7117	Phone	202-366-7022
E-mail	cwarren@cpsc.gov	E-mail	ja-mei.wylie@dot.gov
13. Period of Performance		14. Legal Authority	
From (mm/dd/yyyy)	October 1, 2010	To (mm/dd/yyyy)	September 30, 2011
		Economy Act of 1932 (31 U.S.C. 1535)	
15. Total Agreement Amount (estimate)		16. Payment Terms and Schedule	
\$ 208,741.86		See Attachments	
17. Description of the Supplies, Services and Deliverables Required.			
See attached pages for description and specific terms of Transit Benefits Services to be provided.			
Advances are processed Advance			
SUBJECT TO AVAILABILITY OF FUNDS.			
Agreement Termination: Parties to the agreement shall provide 90 days notice for cancellation or termination of supplies, services and/or deliverables described in this agreement.			
Authorized Approvals			
BUYER		SELLER	
18. Name and Title of Authorized Official		20. Name and Title of Authorized Official	
Robert J. Frost Contracting Officer		Marie Petrosino-Woolverton Director, Office of Financial Management	
Signature	Date	Signature	Date
	9/30/2010		9/30/2010
19. Name and Title of Funds Certification Officer			
Signature	Date		

OST CUSTOMER AGREEMENT**AGREEMENT NUMBER**
069-TFC-3022010201-11

RATES: TRANServe will provide disbursing agents to cover distribution hours agreed upon by the Customer and TRANServe. A copy of the annual distribution schedule is attached for review and confirmation. The regional travel cost of the disbursing agents will be charged to the Customer at the actual cost. All per diem will be within the Joint Federal Travel Regulations listed costs. In the regional offices, fare media will be sent via courier to representatives designated by the Customer for distribution.

- All courier fare media will be charged at \$7 per package.
- Each disbursing agent will be billed at \$40.00 per hour for either mailing or on-site distribution. Estimated distribution hours include preparation, balancing and travel time.
- All expenditures made on behalf of the Customer except for distribution services (e.g., fare media, fare media voucher fees, shipping, travel costs, etc.) will be subject to the 6.00% financial management fee.

FUNDING / REPORTING: The DOT Office of the Secretary Working Capital Fund ("DOT/OST-WCF") will take an advance as required by 49 U.S.C. 327 "Administrative Working Capital Fund" or as permitted by the Economy Act (31 U.S.C.1535) for orders authorized under such authority .

This will be an advance billing agreement as indicated on page seven in the Intra-Government Payment and Collection System ("IPAC") "Advances Taken" box. Advances must be drawn before the scheduled distribution date to ensure sufficient funds are on hand at TRANServe to purchase the fare media. Fare media purchase is based on the total amount of active participants and their requested dollar amount. Participants will be auto-withdrawn after 6 months to avoid excessive credits. The advances will be drawn in October, December, February, and June. Additional advances will be drawn if funds are needed to cover estimated expenses.

Advances are processed through the IPAC system. DOT-OST Finance will provide the Customer's point of contact, identified on this agreement, a copy of the account activity report along with the SF-1081 documenting the IPAC payments.

DOT/OST-WCF can only process ONE line of accounting for each customer agreement.

If funding is not advanced, as detailed above, to the WCF or is charged back through the IPAC system, TRANServe will immediately suspend services. This includes a Continuing Resolution (CR) where funding is limited.

Actual monthly expenses will be applied to the advance amounts, and the Customer will be provided an account activity report by the 25th of each month following distribution detailing the amount applied to the advance.

Total agreement estimates are based on the number of active participants and their requested dollar amount.

BONA FIDE NEED RULE:

To meet the October 1, 2011 participant requirements, TRANServe will be enacting the bona fide need rule. The GAO has held that delivery of goods or performance of services in a fiscal year subsequent to the year in which a contract is executed does not preclude charging of earlier fiscal year appropriations with the full cost of the goods or services. The test is whether the goods or services are intended to meet an immediate need of the agency, regardless of when the work under the contract is completed. 60 Comp.Gen. 219,220 (1981).

For example, in 2007, GAO found that the National Labor Relations Board (NLRB) did not violate the bona fide needs rule when, in September 2006, it obligated fiscal year 2006 funds for five web site data base subscription renewals that it needed to have in place October 1, 2006, the first day of Fiscal Year 2007. GAO further stated that even though the delivery of the renewed subscriptions would occur entirely in Fiscal Year 2007, to ensure continued receipt of the subscriptions, the NLRB reasonably determined that the renewal orders needed to be placed in Fiscal Year 2006.

OST CUSTOMER AGREEMENT**AGREEMENT NUMBER**
069-TFC-3022010201-11

TRANServe's operations dictate that the supplies and services for this program, e.g. fare media cards, which are readily available commercial items, be ordered with vendors well in advance in order to meet the needs of transit benefit participants. Therefore, TRANServe must meet its immediate need in order to continue to operate the transit benefit program. To deliver the fare media on time, the purchase of supplies is sometimes performed up to 90 days in advance of the distribution schedule.

CREDIT POLICY: The Partnership Agreement between your agency and TRANServe states that, "TRANServe will maintain a database that identifies all participants in the Program that are currently deemed eligible by the your agency, the original effective date of program participation, the value of fare media provided and the effective date of termination, as appropriate." In order to follow the Partnership Agreement we cannot accept bulk credits and maintain accurate information.

- All returns for monthly passes must be received by TRANServe by the 4th of the distribution month for credit, i.e. April passes must be received by the 4th of April. Passes received after the 4th cannot be processed.
- All other media must be received by TRANServe no later than 45 days after mailing date.
- Media that is not credited by TRANServe will be returned to your agency and billed accordingly.
- Media must be returned by overnight delivery to the address provided on the Return Fare Media Form.
- All returns must have a Return Fare Media Form filled out completely in order for the credit to be processed. Two copies are required. One copy is emailed to the address on the form prior to shipment of the returned fare media and the second is included with the shipment.
- All credit returns must include the name of the participant not picking up as well as the amount and type of fare media being returned. No bulk credits will be accepted.
- TRANServe reserves the right to access a fee for processing credits.
- Credits will be applied only to media that was issued by TRANServe.
- Personal checks cannot be accepted by TRANServe; personal checks turned in by your participants must be processed through your agency.
- Expired, written-on, stapled, partially used, torn medial, or vouchers without receipts still attached cannot be credited.

FULL COST RECOVERY: By law, both Economy Act agreements (31 U.S.C. 1535) and those authorized by DOT's WCF (49 U.S.C. 327) must achieve full cost recovery. Full cost recovery includes direct and indirect costs. Further, neither statute permits DOT to receive a profit when providing goods or services. Accordingly, all TRANServe agreements will correspond with the Federal Fiscal year. After each Fiscal Year has closed, DOT-OST will determine the final financial Over / Under recovery for the TRANServe program. In accordance with the Economy Act, a determination will be made whether to refund or collect additional funds from the Customer to balance out the annual program. TRANServe will monitor the financial status of the program throughout the year to bring the final balance as close to zero as possible. This may result in rate adjustments during the year. TRANServe will work with each Customer to keep program costs as low as possible while still providing the requested services. It is recommended that the Customer not close out the funding on the agreement until the final Economy Act billing is processed by DOT-OST after the fiscal year of this agreement ended.

TERMINATION AND CANCELLATION CLAUSE: Any party may terminate this Customer Agreement by providing 90 days written notice to the other party. If the requesting agency cancels the order, the providing agency is authorized to collect costs incurred prior to the cancellation of the order plus any termination costs.

RESOLUTION OF DISAGREEMENTS: Should a disagreement arise on the interpretation of the provisions in this Customer Agreement or the Partnership Agreement, the dispute shall be resolved pursuant to the Business Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual, Vol. 1, Bulletin 2007-03 Section VII (Resolving Intragovernmental Disputes and Major Differences).

OST CUSTOMER AGREEMENT**AGREEMENT NUMBER**
069-TFC-3022010201-11**SPECIFICS OF THIS AGREEMENT****FARE MEDIA:**

102 emp (NCR) rec'v an average of \$ 146 Per Month times 12 Months: \$ 178,704.00

0 emp (region) rec'v an average of \$ - Per Month times 0 Months: \$ -

\$ 230 Maximum amount per month within the National Capital Region (NCR).

\$ 230 Maximum amount per month for the customer's regional areas.

OTHER SERVICE COSTS: (Vendor Surcharges, Shipping, Travel, etc. if applicable) \$ 50.00

Anticipated growth in the program: \$ 17,870.40

SUBTOTAL: \$ 198,624.40**FINANCIAL MANAGEMENT:**

SUBTOTAL x Management Fee of 6.00% \$ 11,797.46

DISTRIBUTION SERVICES:

NCR Distribution - Number of hours 0 hours 0 times \$40.00 \$ -

Regional Distribution - Hours 0 hours 0 times \$40.00 \$ -

Regional mailings/prop Hours 2 hours 4 times \$40.00 \$ 320.00

Total estimated annual cost: \$ 208,741.86**SUBJECT TO AVAILABILITY OF FUNDS**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Department of Transportation receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.232-18 Availability of Funds (Apr 1984)

Because the Department of Transportation must have funding before providing services, no services will be provided to the receiving agency until written notification from the Contracting Officer.

DOT / OST Working Capital Fund Financial Information Sheet
(Please complete all information.)

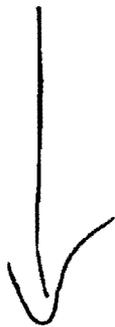
	OST Working Capital Fund	Customer
Customer Number (If Applicable)	3022010201	
Customer Name as it will appear on billing statement	OST - WCF	CPSC
Department / Agency	U. S. Department of Transportation	Consumer Product Safety Commission
Administration / Bureau or Major Command	Office of the Secretary of Transportation	N / A
Office / Division / Center	Transportation Services	N / A
OST-WCF Agreement / Project Number	069-TFC-3022010201-11	
Agency Location Code - ALC	69-01-0007	61-00-0001
Taxpayer Identification Number TIN	52-2211023	52-0978750
Dun and Bradstreet Number DUNS	13-222-7039	06-928-7500
Treasury Appropriation Fund Symbol TAFS	69X4520	6100100
Trading Partner Code TPC	690000	610000
Business Event Type Code BETC	COLL	DISB
Agency Accounting Code (Agency's Line of Accounting)	14X4520000.2011.0000000000.1103006000	0100A11DSA-2011-5417100000 - EXFM002700-12100
MIPR or Agency Obligating Document Number	N / A	N/A
OST-WCF Services Utilized	Transit Benefits (NON-DOT)	Transit Benefits (NON-DOT)
Program Contact	Ja-Mel Wylie	Cindy Warren

OST Customer Agreement Number
069-TFC-3022010201-11

DOT / OST Working Capital Fund Financial Information Sheet
(Please complete all information.)

	OST Working Capital Fund	Customer
Program Contact Phone Number	202-366-7022	301-504-7117
Program Contact E-Mail Address	ja-mel.wylie@dot.gov	cwarren@cpsc.gov
Program Contact Mailing Address	U.S. Department of Transportation Transit Benefits Program, M-73 1200 New Jersey Ave., SE Washington, D.C. 20590	Consumer Product Safety Commission 4330 East / West Highway Bethesda, MD 20814
Bill Paying / Collecting Activity	FAA Oklahoma City	Consumer Product Safety Commission
Bill Paying / Collecting Activity Contact	Norma Bowles	DEBBIE HODGE Mary Lee
Bill Paying / Collecting Activity Contact Phone Number	405.954.2568	7130 301-504-7204
Bill Paying / Collecting Activity Contact E-Mail Address	Norma.Bowles@faa.gov	amtec@cpso.gov DHODGE@CPSC.gov
Bill Paying / Collecting Activity Address	FAA / OST / WCF Account WCF Account c/o AMZ-120 P.O. Box 25730 Oklahoma City, OK 73125	Consumer Product Safety Commission Division of Finance Services 4330 East / West Highway Room 522 Bethesda, MD 20814
Advances Taken (Yes / No)	YES	YES

OST Customer Agreement Number
069-TFC-3022010201-11





069-TFC-3022010201-11

Transit Benefit Program Partnership Agreement

The purpose of this Partnership Agreement is to outline respective responsibilities of each partner in the implementation of transit benefit programs as administered by the U.S. Department of Transportation, Transportation Services (TRANServe), in both the National Capital Region and nationwide.

TRANServe provides transit benefit program administration and distribution services for **U.S. Consumer Product Safety Commission** as described in the annual OST Customer Agreement. Specifically, TRANServe provides appropriate transit benefits to qualified participants deemed eligible by **U.S. Consumer Product Safety Commission**.

- TRANServe will obtain and safeguard specific types and volumes of fare media in preparation for distribution to eligible employees at the **U.S. Consumer Product Safety Commission**.
- TRANServe will process all enrollment applications for the Program, once those recipients have been approved by the **U.S. Consumer Product Safety Commission**.
- TRANServe will test the controls over the activities for which it performs for **U.S. Consumer Product Safety Commission** on a yearly basis. These controls will be highlighted in management's assurance statement provided to its customers in draft form in July and final copy in September.
- TRANServe will provide a monthly invoice with detailed reports to the **U.S. Consumer Product Safety Commission** on employee participation in the Program. These reports will include a description of specific services provided that month such as the name of each employee who received transit benefits, the fare media expenses, vendor fees, billable hours, travel, mailing expenses, administrative and distribution costs. The monthly reports will be sent to the **U.S. Consumer Product Safety Commission** no later than the 25th of each month for review and approval of charges for the previous month. TRANServe will make other reports from its Program database available upon the **U.S. Consumer Product Safety Commission** request.
- TRANServe will maintain billing records and information in accordance with NARA guidelines and requirements to enable the **U.S. Consumer Product Safety Commission** to comply with audit requirements. In addition, TRANServe will provide required technical consulting expertise to address audit issues that may occur.

- TRANServe will maintain a database that identifies all participants in the Program that are currently deemed eligible by the **U.S. Consumer Product Safety Commission**, the original effective date of program participation, the value of fare media provided and the effective date of termination, as appropriate.
- TRANServe will provide customer service support to all **U.S. Consumer Product Safety Commission** Program coordinators to ensure participant enrollment is updated and accurate.
- TRANServe will distribute fare media on a mutually agreed upon basis to **U.S. Consumer Product Safety Commission** approved transit benefit participants at the disbursement locations agreed upon by the **U.S. Consumer Product Safety Commission** and TRANServe.
- TRANServe will meet with agency management to explain the conveniences, program savings, and other advantages of electronic fare media.
- TRANServe will provide presentations for employees, assisting them in the enrollment process.

As **U.S. Consumer Product Safety Commission** enters into an annual Customer Agreement with TRANServe for administrative and distribution services, **U.S. Consumer Product Safety Commission** retains key management responsibilities for its transit benefit program. These responsibilities include:

- Identification of a Program Coordinator to serve as a primary point of contact for interactions with TRANServe. **U.S. Consumer Product Safety Commission** program coordinator will retain responsibility for communication with the **U.S. Consumer Product Safety Commission** management structure and individual program participants.
- **U.S. Consumer Product Safety Commission** will verify federal employees meet the requirements for participation in the transit benefit program as outlined in Executive Order 13150 "Federal Workforce Transportation," April 21, 2000, and related statutory, regulatory, and administrative standards.¹ This includes a determination that

¹ The Economy Act of 1932, as amended, 31 U.S.C. § 1535

Code of Federal Regulations, Title 26, Volume 2 CITE: 26CFR1.132-9 (Revised as of April 1, 2003)

IRS Publication 15-B (Revised February 2007)

VOINOVICH Human Capital Legislation added to Homeland Security Bill July 24, 2002 permitting transit subsidies to interns

Federal Employees Clean Air Incentives Act, 5 U.S.C. & 7905, P.L. 103-172, December 2, 1993

employees are not receiving parking benefits and are using mass transit for the bulk of their commute to work.

- **U.S. Consumer Product Safety Commission** is required to ensure employees are fully aware of their responsibilities for participation in the Program, such as:
 1. Understanding the limitations of the transit benefit program
 2. Prohibitions against transferring or selling the fare media to anyone
 3. Potential penalties for misuse of, or making a false claim in obtaining, a transit benefit
 4. Not named on a worksite parking permit at any federal agency nor otherwise participating in a carpool
 5. Authorized to use the transit benefit only for their regular home to work transportation
 6. The amount of transit benefits received does not exceed actual monthly commuting cost by public transportation
 7. It is a violation of law to provide false or fraudulent information to obtain transit benefits, to transfer or to sell the transit benefit
 8. Personally responsible for adjusting the transit benefit amount upon changes to commuting methods or work schedules such as extended leave or telecommuting

- **U.S. Consumer Product Safety Commission** will provide Program oversight including identification of any participants making false claims, selling, illegally transferring, or otherwise violating benefit requirements.

- **U.S. Consumer Product Safety Commission** is responsible for taking appropriate action for participants found to be violating program requirements.

TRANServe will provide administrative guidance, best practices, materials such as billing records, reports, invoices, resource tools, and expertise to the **U.S. Consumer Product Safety Commission**.

TRANServe does not assume responsibility for ensuring **U.S. Consumer Product Safety Commission** internal controls over the Program, nor does it take responsibility for ensuring recipient integrity with regard to the Program.

9/20/10
Date

Liz Parks
U.S. Consumer Product Safety Commission
Program Manager

9-30-10
Date

Kanda S. Calderwood
TRANServe
Program Manager

Return to TRANServe with your FY-2011 Customer Agreement.