

**REIMBURSABLE SERVICES AGREEMENT
UNDER 31 U.S.C. § 1535**

**Between Postal Regulatory Commission
Office of Inspector General
and
Treasury Inspector General for Tax Administration**

1. PARTIES AND PURPOSE

This agreement is between the Postal Regulatory Commission Office of Inspector General (PRC-OIG) and the Treasury Inspector General for Tax Administration (TIGTA). This agreement sets forth the terms and conditions through which PRC-OIG will reimburse TIGTA for costs of services rendered in connection with PRC-OIG's response to reviews requested by Chairman Edolphus Towns of the U.S. House Committee on Oversight and Government Reform (Committee).

2. BACKGROUND

On January 26, 2010, the Committee issued a letter to the PRC-OIG requesting an investigation of the adequacy of the information gathering and management practices of the Postal Regulatory Commission (Commission). By letter dated February 4, 2010, the PRC-OIG sought assistance from TIGTA with the following two reviews requested by the Committee:

- An evaluation of the Postal Regulatory Commission's handling of confidential or proprietary commercial data provided by the Postal Service and other parties.
- A review of the adequacy of information requested and received by the Postal Regulatory commission.

The PRC-OIG must provide reports on these issues to the Committee by April 30, 2010.

3. AUTHORITY

The agreement is entered into pursuant to the Economy Act, 31 U.S.C. § 1535, and Section 6(a)(9) of the Inspector General Act, 5 U.S.C. App.

4. ECONOMY ACT FINDINGS

As set forth in the attached "Determinations and Findings Pursuant to 48 CFR 17.503," PRC-OIG warrants that sufficient funding amounts are available, that this agreement is in the best interest of the United States Government, and that the services requested cannot be provided by contract as conveniently or

cheaply by a commercial enterprise. PRC-OIG further warrants that TIGTA has capabilities or expertise to enter into a contract for such supplies or services which are not available within PRC-OIG.

TIGTA warrants that it is able to provide or obtain by contract the requested services.

5. EFFECTIVE DATE AND DURATION

This agreement will become effective immediately upon TIGTA's and the PRC-OIG's written acceptance of this agreement, as indicated by both parties' dated signature on the final page of this agreement. This agreement shall continue until PRC-OIG has submitted its report to the Committee or upon written notification of withdrawal from the agreement by TIGTA.

6. AMENDMENT AND MODIFICATION

Any party may request amendment or modification of this agreement or its attachments by advance notice to the other party. No amendment or modification shall be effective until the other party receives notice and accepts the change(s) in writing. Any partial cancellation of services set forth in the attached Scope of Work or other significant change to this agreement or its attachments requires a minimum written notice of ten (10) business days. TIGTA is authorized to collect actual costs incurred prior to the receipt of such notice, plus any associated cancellation costs.

7. SCOPE OF WORK

TIGTA agrees to provide the PRC-OIG the services described in the attached Scope of Work.

8. COSTS

As provided by applicable Federal law, the PRC-OIG agrees to reimburse TIGTA the actual costs of TIGTA's services. TIGTA anticipates that most of the services rendered pursuant to this agreement will be furnished by auditors and/or evaluators employed at the GS 12 and GS 14 levels.

TIGTA will provide written notification to the PRC-OIG of any significant variation in the expected actual costs of TIGTA's services under this agreement. The PRC-OIG will provide written notification to TIGTA of any change in the PRC-OIG's ability to reimburse TIGTA the actual costs of its services. Both such notices shall be provided to the other party with as much advance notice as is reasonably possible. TIGTA will maintain administrative records documenting the staff hours and other expenses, including any travel and per diem, if any, occurred while furnishing services under this agreement.

This agreement is subject to the availability of PRC-OIG funds.

9. BILLING PROCEDURES

TIGTA will bill PRC-OIG at the conclusion of this agreement using the Intragovernment Payment and Collection (IPAC) System. A billing statement will be provided in conjunction with the electronic billing.

In accordance with the Economy Act, any appropriations obligated by PRC-OIG under the agreement will be deobligated to the extent that TIGTA has not incurred obligations in the performance of the agreement prior to the end of the period of availability for those appropriations.

10. ACCESS TO INFORMATION

The PRC-OIG will allow and ensure TIGTA has access to, and permit copying of, all records that TIGTA deems necessary to the performance of services under this agreement. Any access to or copying of sensitive information will be consistent with applicable laws, regulation, and policies of the PRC-OIG and TIGTA. At the conclusion of this agreement, TIGTA will maintain copies of any records TIGTA creates as required by applicable law, regulation, and policy. TIGTA will also provide the PRC-OIG copies of any records TIGTA created for inclusion in the PRC-OIG's workpaper files.

11. SECURITY

Both TIGTA and the PRC-OIG information and personnel security policies and procedures will be followed. Where there is conflict, the more secure rule will be followed, or, where such increased security is unclear, TIGTA policies and procedures will apply.

TIGTA represents that all participating employees have had a background investigation to assure suitability for high-risk public trust positions.

12. CONFLICT WITH LAW, REGULATION OR POLICY

Nothing herein is intended to conflict with any law, regulation, or policy applicable to either TIGTA or the PRC-OIG.

If the terms of the agreement are inconsistent with any applicable law, regulation or policy of either TIGTA or the PRC-OIG, then those portions of this agreement which are determined to be inconsistent shall be invalid. The terms and conditions not affected by such inconsistency shall remain in full force and effect. All necessary changes to this agreement will be accomplished either by

an amendment to this agreement or by entering into a new agreement, whichever is deemed expedient to the interest of both parties.

13. RESOLUTION OF DISAGREEMENTS

Disputes shall be resolved pursuant to applicable provisions of 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).

14. INDIVIDUAL RIGHTS AND LIABILITY

Nothing herein shall be construed to create or confer any rights, remedies, or duties to any individual, nor any liability to or standard of care with reference to any individual.

15. CONTACTS

The contacts for each party to this agreement are:

TIGTA

Joseph I. Hungate, III
Principal Deputy Inspector General
Treasury Inspector for Tax Administration
1125 15th Street, N.W., Room 700A
Washington, DC 20005
Phone: (202) 622-6500
Fax: (202) 622-8278
Email: Joseph.Hungate@tigta.treas.gov

Postal Regulatory Commission

Jack Callender
Inspector General
Postal Regulatory Commission
P.O. Box 50264
Washington, DC 20091
Phone: (202) 789-6817
Email: jack.callender@prc.gov

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

FOR THE POSTAL REGULATORY COMMISSION OFFICE OF INSPECTOR
GENERAL:

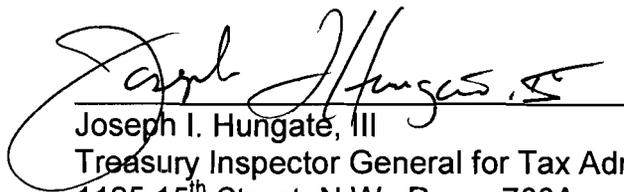


Jack Callender
Postal Regulatory Commission
Office of Inspector General
P.O. Box 50264
Washington, DC 20091

3/12/10

Date

FOR THE TREASURY INSPECTOR GENERAL FOR TAX ADMINISTRATION:



Joseph I. Hungate, III
Treasury Inspector General for Tax Administration
1125 15th Street, N.W., Room 700A
Washington, DC 20005

3/18/2010

Date

Attachments:

Economy Act Determinations and Findings
Scope of Work

ECONOMY ACT

DETERMINATIONS AND FINDINGS

The Postal Regulatory Commission, Office of Inspector General, warrants:

that sufficient funding amounts are available;

that this agreement is in the best interest of the United States Government; and

that the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise.

[NOTE: place a check in each space for each finding to indicate it has been substantiated.]

It has been determined that this Economy Act order:

does not require contracting action by the servicing agency; or

does require contracting action by the servicing agency and that one of the following circumstances exists:

the acquisition will appropriately be made under an existing contract of the servicing agency, entered into before placement of the order, to meet the requirements of the servicing agency for the same or similar supplies or services;

the servicing agency has capabilities or expertise to enter into a contract for such supplies or services which is not available within the requesting agency; or

the servicing agency is specifically authorized by law or regulation, i.e., [set forth the citation for the law or regulation], to purchase such supplies or services on behalf of other agencies.

[NOTE: place a check in each space above that applies.]



Jack Callender
Inspector General
Postal Regulatory Commission
P.O. Box 50264
Washington, DC 2009

3/12/10

Date

SCOPE OF WORK
Treasury Inspector General for Tax Administration and
The Postal Regulatory Commission Office of Inspector General

Background

On January 26, 2010, Chairman Edolphus Towns, Committee on Oversight and Government Reform, United States House of Representatives (Committee) issued a letter to the Postal Regulatory Commission Office of Inspector General (PRC-OIG) requesting an investigation into the adequacy of the information gathering and management practices of the Postal Regulatory Commission (Commission). By letter dated February 4, 2010, the PRC-OIG sought assistance from TIGTA with the following two reviews requested by the Committee:

- An evaluation of the Commission's handling of confidential or proprietary commercial data provided by the Postal Service and other parties.
- A review of the adequacy of information requested and received by the Commission.

The PRC-OIG must provide reports on these issues to the Committee by April 30, 2010.

Overview of Scope of Work

The PRC-OIG requests that TIGTA assist the PRC-OIG in evaluating, from various sources, the Commission's data handling, control, and security policies and procedures surrounding confidential and/or proprietary data, including but not limited to litigation cases.

TIGTA and the PRC-OIG anticipate that TIGTA's services under this agreement will be furnished by 1 GS 14 auditor for approximately 5 days and 1 GS 12 evaluator for approximately 6 weeks to 8 weeks. The PRC-OIG requests that TIGTA audit staff assigned have expertise in security and management of litigation cases.

TIGTA will assist the PRC-OIG in observing, reviewing, and assessing Commission policies and procedures, including respective documentation and conducting, participating in, and documenting interviews of appropriate staff and physical walkthroughs and inspections of Commission workspace. TIGTA will also assist the PRC-OIG in examining and developing specific recommendations in the following areas:

- The effectiveness of procedures for acquiring, logging, storing, and securing records (both electronic and paper); and the degree to which the Commission operates in compliance with these procedures.
- The effectiveness of procedures for permitting controlled access to records (both electronic and paper); and the degree to which the Commission operates in compliance with these procedures.
- The soundness of records management policies involving docketed records, both for paper and electronic records.
- The adequacy of the storage of docketed cases, including the security measures, safety, ergonomics, and space management.
- Observations and thoughts regarding the challenges on making protected or sealed information available electronically or off-site for authorized users.

TIGTA will not produce an overall report for the PRC-OIG. Instead, TIGTA will provide the PRC-OIG with copies of all documentation of the work conducted by TIGTA personnel for inclusion in the PRC-OIG's workpapers. However, TIGTA will assist the PRC-OIG in preparing a draft report, including cross-indexing of TIGTA provided workpapers and may assist in referencing draft reports produced by the PRC-OIG.

Principal PRC-OIG Contact

Jack Callender, Inspector General, (202) 789-6817



Interagency Agreement TIGTA Providing Service

This agreement is entered on behalf of the Treasury IG for Tax Administration (TIGTA) (Providing Agency) and the following Customer Agency, under the authority of the Economy Act, 31 U.S.C. 1535.

Customer Agency: **Postal Regulatory Commission – OIG**

Mailing Address: **P.O. Box 50264**
Washington, DC 20091

Primary Contact: **Jack Callender** (Name) **(202) 789-6817** (Phone) _____ (FAX)

Secondary Contact: _____ (Name) _____ (Phone) _____ (FAX)

Customer Agency Financial Information

Agency Locator Code ALC: _____ FACTS ID: _____ Order No. **TG 2010-04**

DUNS: _____ Treasury Appropriation Symbol TAS _____ BETC _____ DISB _____

Services to be Performed by TIGTA: *(Enter a brief description and attach detailed statement of work.)*

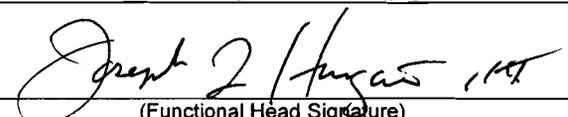
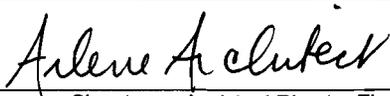
Reimburse TIGTA for costs it incurs in evaluating the Commission's data handling, control, and security policies and procedures surrounding confidential and/or proprietary data, including but not limited to litigation cases, from various sources.

Period covered: **2/4/2010 to 9/30/2010** Estimated costs: **\$19,091**

Option year 1: _____ Option year 2: _____ Option year 3: _____ Option year 4: _____

Billing/Payment Provisions: **IPAC at completion of work**

APPROVALS

TIGTA - PROVIDING AGENCY	CUSTOMER AGENCY
 _____ (Functional Head Signature)	 _____ (Signature – Financial Manager)
Joseph I. Hungate, III (Typed Name) 3/18/2010 (Date)	Jack Callender (Typed Name) _____ (Date)
Principal Deputy Inspector General (Title)	Inspector General (Title)
 _____ Signature – Assistant Director Financial Management	_____ Signature – Program Official
Arlene Architect (Typed Name) 3/11/2010 (Date)	_____ (Typed Name) _____ (Date)
TIGTA Function Phone: 202-622-5952 TIGTA Function Fax: 202-622-8278	_____ (Title)

Providing Agency – Data

Treasury Inspector General for Tax Administration TIGTA 1125 15 th Street NW Room 700A Washington, DC 20005	TAS	20-10-0119
	BETC	COLL
	ALC	20-04-0001
	FACTS ID	2089
	DUNS	126122923



Interagency Agreement TIGTA Providing Service

**Treasury IG for Tax
Administration (TIGTA)**

&

Postal Regulatory Commission – OIG

Background

The purpose of this Agreement is to document the understanding of services to be provided to the customer agency by the providing agency (herein after called TIGTA) and set forth the fees to be paid to TIGTA for such services. This agreement authorizes the recovery of all costs incurred by TIGTA in providing services to the customer agency. Pursuant to the authority of the Government Management Reform Act of 1994 and the Economy Act, 31 U.S.C, 1535, TIGTA and the Postal Regulatory Commission, Office of the Inspector General (herein after called the "customer agency") agree that TIGTA will be reimbursed by the customer agency as detailed in the attached "Scope of Work."

1. Services to be Provided

TIGTA will provide, directly, through another federal agency or through a contractual relationship, the services described in this Interagency Agreement (IAG) and attached documentation (if applicable). The services descriptions incorporated into this IAG are general summaries. Specific processes will be resolved at the appropriate staff level. Ad hoc services may be requested verbally or in writing. Fees for such services will be charged to the customer during the normal billing cycle.

2. Reimbursement for Services

TIGTA will charge for services rendered based on actual direct and indirect costs of providing services in accordance with the cost schedule attached to the IAG.

3. Method for Bill Processing

The customer agency will be billed electronically in accordance with the cost and billing schedule. A billing statement will be provided in conjunction with the electronic collection.

4. Termination

Termination of this agreement shall be in accordance with paragraph 5 of the Reimbursable Services Agreement between the parties.

5. Term of Agreement

By agreement of the parties, this agreement will remain in effect on the same terms and conditions until specific action is initiated under the provisions of paragraph 4 above or it is revised for current conditions as needed. TIGTA reserves the right to renew the IAG for the periods specified in the IAG.

6. Property

Non-expendable property purchased from funds supplied under this agreement shall become an asset of the agency bearing the cost of the acquisition.

7. Pricing of Services

All services offered by the providing agency, are priced using full costing methodology in accordance with OMB Circular No. A-76.