

Interagency Agreement
Part A- General Terms and Conditions
Between the
Department of the Interior, NBC, Acquisition Services Directorate
And the
Department of Commerce, National Oceanic and Atmospheric
Administration

A.1. Purpose

This Part (Part A) of the Interagency Agreement (IA) describes the terms and conditions that govern the provision of acquisition assistance between the National Oceanic and Atmospheric Administration (Requesting Agency) and the Acquisition Services Directorate of the National Business Center, Department of the Interior (Servicing Agency).

No fiscal obligations are created through the execution of Part A. A fiscal obligation arises when the Requesting Agency establishes a bona fide need, provides the necessary requirements and funding information to the Servicing Agency and both parties execute a funding document using Part B of this Interagency Agreement or an alternate funding document, provided that all the necessary information is included in the funding document.

A.2. Authority

The Servicing Agency's authority to provide acquisition assistance is:

- Section 403 of the Government Management Reform Act of 1994 (Pub. L. No. 103-356), as amended, and Section 113 of the Department of the Interior Appropriations Act, 1997 (Pub. L. No. 104-208, division A, title I, section 101(d)), as amended.

A.3. Part A Identifier

IA number: H11DOCNOAA01

A.4. Scope

- a. The following organizations in the Requesting Agency are authorized to obtain assistance from the Servicing Agency:

All NOAA Line and Staff Offices including:

- Office of Marine and Aviation Operations
- Office of Oceanic and Atmospheric Research

- National Ocean Service
- National Marine Fisheries Service
- National Weather Service
- National Environmental Satellite, Data, and Information Service
- Office of Chief Information Officer
- Office of Chief Financial Officer
- Office of Chief Administrative Officer
- Office of Workforce Management

Note: The organization identified in Section 1 of Part B must be listed in this section.

- b. The **AQD Herndon Office** of the Servicing Agency is authorized to provide assistance to the Requesting Agency under this IA. Note: The organization identified in Section 1 of Part B must be listed in this section.
- c. The following types of services or products may be acquired through interagency acquisition pursuant to this IA. Note: The need described in Part B, Section B.5. must fall within the scope of products or services described below.

All types of commodities, equipment and services, including construction services, and information technology supplies, equipment and services

- d. The following restrictions apply: **None**

A.5. Period of Agreement

The terms and conditions described in Part A of the IA become effective when signed by authorized officials of both agencies and remain effective for a period of five years, unless amended in accordance with Section 11 or terminated in accordance with Section 12.

For any acquisition that was awarded under any Part B against this Part A, the terms and conditions described in this agreement will remain in effect until 90 days after the closeout of the acquisition action, provided that the Part B was properly executed during the period of the agreement.

A.6. Roles & Responsibilities of Servicing Agency & Requesting Agency

1. Acquisition Planning: *Determine needs and develop requirements document.*

a. Requesting Agency

- i. Establish that a requirement exists.
- ii. Provide documentation to the Servicing Agency, which must be in the form of a statement of work (SOW), statement of objectives (SOO), performance work statement (PWS), or a set of detailed specifications, that includes a *specific, definite,*

and clear description of a bona fide need in the fiscal year that the funds are available for new obligations. The need must be adequately documented.

- iii. Initiate acquisition planning as soon as a need is identified and involve the Servicing Agency, as appropriate, in the planning process.

b. Servicing Agency

- i. Assist the Requesting Agency in refining the requirements document package, including the description of key project objectives, unique project requirements, and performance expectations.

2. Acquisition Planning: Prepare a funding document.

a. Requesting Agency

- i. Work with Servicing Agency to prepare a funding document (i.e., Part B of the IA). Provide:
 - A. A description of the products or services required and the acquisition activities to be performed by the Servicing Agency that is adequate to demonstrate a bona fide need and can be recorded as an obligation (see 31 U.S.C. 1501, 1502). This description shall consist of a Statement of Work, a Statement of Objectives, a Performance Work Statement, or a set of detailed specifications, and must be included as an attachment to Part B. For modifications, Part B must identify the contract number, the purpose of the modification, and the estimated period of performance for the modification.
 - B. Information on performance or delivery requirements along with projected milestones
 - C. Data required for the proper transfer and obligation of funds, including the expiration date of the funding; and
 - D. Information on any agency-unique acquisition restrictions or limitations applicable to the funding being provided.
- ii. For all funding documents (Part B) executed under this IA, assign a financial point of contact who is a "certifying official" as that term is defined at 10 U.S.C. § 2773a(d) (for a DOD activity) or as that term is used in 31 U.S.C. § 3528 (for a civilian activity). The funds certifying official shall:
 - A. Timely execute all financial documents required for a valid funding request (i.e., to show funding meets purpose, time, and amount);
 - B. Ensure funds are certified and legally available for the specified acquisition – in terms of purpose, time, and amount – for the specific acquisition; and
 - C. Accept unexpended funds upon completion of the project or upon the need to deobligate.

b. Servicing Agency

- i. Work with the Requesting Agency to prepare a funding document (Part B).
- ii. Do not accept funding document unless it: (i) identifies proper funds -- including the type of funds to be used, their period of availability, and a funds citation -- (ii) identifies the funds certifying official along with his / her signature and (iii) adequately describes a bona fide need of the Requesting Agency by attaching a draft SOW/SOO/PWS or set of specifications or by including an adequate description of a modification.
- iii. Help the Requesting Agency comply with the bona fide needs rule by:
 - A. managing funds according to the Requesting Agency's guidance;
 - B. recording transactions in a timely fashion; and
 - C. implementing and exercising controls to ensure compliance with all applicable statutory and regulatory fiscal requirements.

3. Acquisition Planning: *Develop acquisition strategy.*

a. Requesting Agency

- i. Provide Servicing Agency with information on project objectives, deliverables, and schedule milestones.
- ii. Work with Servicing Agency to:
 - A. build on initial acquisition planning and market research that was conducted to finalize requirements documents (e.g., share any information gathered on product/service requirements, characteristics, acceptance criteria and any independent cost estimates) and establish a formal acquisition plan, where required; and
 - B. ensure sufficient time has been built into the acquisition schedule to maximize competition and encourage contractors to provide quality offers.

b. Servicing Agency

- i. Conduct and document market research.
- ii. Depending on the size and complexity of the acquisition, establish a formal acquisition plan with assistance from the Requesting Agency addressing technical, business, management and other significant considerations that will control the acquisition.
- iii. Select an appropriate award type based on the nature of the requirement and the associated risk.

- iv. Advise the Requesting Agency of the risk associated with the acquisition strategy and award type.
- v. Provide Requesting Agency with an opportunity to concur on award type as well as with acquisition plan, when required.

4. Acquisition Planning: *Prepare, or finalize, statement of work (SOW) and/or specifications.*

a. Requesting Agency

- i. Work with Servicing Agency to ensure
 - requirements are clearly defined so offerors may make informed business decisions on whether to respond and perform the due diligence necessary to propose the best solutions; and
 - suitable performance standards are established against which results may be effectively measured.
- ii. For awards with award fees, work with servicing agency to develop appropriate award fee criteria and composition of the award fee board, if one is to be established.

b. Servicing Agency

- i. Assist the Requesting Agency in finalizing its requirements documents as necessary after executing any funding document (Part B) under this IA, based on the initial SOW/SOO/PWS/specs provided with the IA, discussions with Requesting Agency stakeholders -- including program and project managers, contracting, fiscal, legal, and others participating in the acquisition process -- market research, and other acquisition planning efforts.
- ii. Ensure requirements are clearly defined and suitable performance standards are established against which results may be effectively measured.
- iii. Provide the Requesting Agency with opportunity to concur on SOW/SOO/PWS/specs before finalizing.
- iv. For awards with award fees, develop award fee criteria that are tied to identifiable acquisition outcomes, defined in terms of cost, schedule, and performance outcomes.

5. Acquisition Planning: *Develop quality assurance requirements.*

a. Requesting Agency

- i. Assist Servicing Agency in developing the Quality Assurance Surveillance Plan (QASP), where required, including identification of the work requiring surveillance and the method of surveillance.

- ii. Provide qualified and trained personnel (e.g., contracting officer's technical representative) to perform monitoring where monitoring is required.

b. Servicing Agency

- i. Consult with Requesting Agency to identify work requiring surveillance and the method of surveillance.
- ii. Ensure the selected surveillance method, including costs and required resources, are appropriate for the risk associated with the acquisition.
- iii. Consult with the Requesting Agency on the strategy for developing quality assurance (QA) documents (e.g., government develops QA plan (QAP) as part of the SOW or QASP as part of PWS; offerors propose QASPs in response to SOO).
- iv. In preparing QA documents:
 - A. Consider drafts developed by Requesting Agency.
 - B. If offerors are required to submit proposed QASPs, review the offer to ensure the plan meets the government's surveillance needs.
 - C. Review proposed QASPs with Requesting Agency.
- v. Provide Requesting Agency with opportunity to concur on QASP or QAP before finalizing.

6. Acquisition Planning: *Identify official to assist contracting officer with contract administration.*

a. Requesting Agency

- i. Provide qualified, trained, available, and willing individuals to be designated or appointed by the Servicing Agency Contracting Officer to serve as the Receiving Official or Contracting Officer's Technical Representative (COTR). The COTR must be able to provide direct oversight of the work performed by the contractor. Identify qualified and trained fee determination officials for awards with award or incentive fees.
- ii. COTRs must be qualified individuals with technical expertise and with appropriate acquisition training. All COTRs must complete 40 hours of initial acquisition training prior to their appointment. This training must have occurred in the two years prior to their appointment. In addition, COTRs must complete at least 40 hours of acquisition training every two years to maintain currency.
- iii. Ensure appointed individuals perform their duties as assigned (e.g., inspect work for compliance with award requirements; assess reasonableness of costs and expenditures on vouchers; make fee determination) and promptly report back to the Servicing Agency Contracting Officer.

- iv. Provide alternate individuals within reasonable time should the appointed personnel provided by the Requesting Agency be found by the Servicing Agency CO to be unable or unavailable to perform the required duties.

b. Servicing Agency

- i. For each requirement, determine the required level of contract administration. For simple acquisitions, designate a Receiving Official from the Requesting Agency to accept delivery and verify invoice payment. For complex acquisitions, appoint a qualified and trained Contracting Officer's Technical Representative (COTR) from the Requesting Agency before performance begins.
- ii. If the selected award-type involves a fee or incentive, appoint a fee determination official before performance begins.

7. Contract Execution: *Comply with competition requirements.*

a. Requesting Agency

- i. Ensure enough time is built into the acquisition strategy to foster competition (e.g. allow the servicing agency to develop reasonable response time considering the complexity, commerciality, availability, and urgency of need.)
- ii. Participate in the development of technical evaluation criteria.
- iii. If an exception to competition is required and justified (including exceptions to the fair opportunity process for MACs and exceptions made under FAR Subpart 8.4 for MAS contracts), develop supporting rationale through market research and due diligence and provide appropriate documentation to the Servicing Agency.

b. Servicing Agency

- i. Develop technical evaluation criteria in consultation with the Requesting Agency.
- ii. Seek competition unless an exception is justified and approved at the appropriate level.
- iii. Require Requesting Agency to furnish supporting rationale and appropriate documentation to support an exception to competition.
- iv. Review sufficiency of justification and documentation before approving and proceeding with a non-competitive action.

8. Contract Execution: *Comply with customer-unique laws and policies.*

a. Requesting Agency

- i. Apprise the Servicing Agency of all terms, conditions, and requirements to be incorporated into the award as necessary to comply with the statutes, regulations

and directives that are unique to the Requesting Agency (e.g., funding restrictions, domestic source restrictions).

- ii. Provide information and timely clearance on security requirements applicable to the IA or applicable to any award issued under the IA.

b. Servicing Agency

- i. Ensure the Requesting Agency-unique laws or restrictions and data collection and reporting requirements that have been identified by the Requesting Agency are followed.
- ii. Work with the Requesting Agency to mutually agree to appropriate clauses addressing customer-unique laws and policies.

9. Contract Execution: *Ensure price reasonableness.*

a. Requesting Agency

- i. Provide input to Servicing Agency to assist in determination of whether proposed prices are fair and reasonable.

b. Servicing Agency

- i. Ensure appropriate price reasonableness and best value determination is conducted and documented at time of award. Consider the agreed-upon terms and conditions, promised quality, and delivery schedule. Request and consider any input from Requesting Agency, including its independent cost estimate.

10. Contract Execution: *Conduct source evaluation and make award.*

a. Requesting Agency

- i. Provide necessary resources for technical evaluation of offers and participation in activities that require technical expertise.
 - A. Participate in the development of technical evaluation criteria.
 - B. Attend oral presentations, technical evaluation discussions, and due diligence sessions.
 - C. Conduct or assist with technical evaluations of offers.
- ii. Review the evaluation plan and have representation on the source evaluation board.
- iii. Provide the correct funding agency code needed for accurate reporting to the Federal Procurement Data System (FPDS).

b. Servicing Agency

- i. Appoint the source selection authority and the source evaluation board.

- ii. Ensure source evaluations are conducted fairly and offers are evaluated based solely on the factors and subfactors in the solicitation. When necessary, lead oral presentations with contractors during the competition process.
 - iii. Ensure award decisions are properly documented, including the rationale for any tradeoffs made or relied on by the source selection authority.
 - iv. Consult with the Requesting Agency prior to making a final decision.
 - v. Execute the award decision and debrief offerors as necessary.
 - vi. Ensure the funding agency code provided by the Requesting Agency is entered into FPDS.
- 11. Contract Administration: *Conduct inspection, acceptance, and surveillance.***
- a. Requesting Agency.**
 - i. Ensure deliverables are received in a timely manner and quality is acceptable. Inspect work for compliance with contract requirements. Within 30 calendar days of receipt, or another period as specified in the award, promptly reject work that does not comply with contract requirements, or accept work that meets the terms of the award, and immediately notify the Servicing Agency's contracting officer.
 - ii. Conduct appropriate surveillance, which may include site visits, pre-planned inspections, random unscheduled inspections, review of contractor reporting requirements (e.g., progress reports, shop plans, and blueprints), and periodic meetings with contractor officials.
 - iii. Perform duties in a timely manner in accordance with the QASP or QAP.
 - iv. Advise the Servicing Agency's contracting officer immediately of any circumstances that affect performance by the contractor, including failures to comply with technical requirements of the award or to show a commitment to customer satisfaction, particularly if the contractor does not make corrections.
 - b. Servicing Agency**
 - i. Ensure that personnel who have been appointed to perform contract administration are carrying out responsibilities related to inspection, acceptance, and surveillance and reporting back in a timely manner.
 - ii. Ensure appropriate surveillance is conducted. The type and extent of surveillance should be commensurate with the criticality of the service or task and the resources available to accomplish the surveillance. Surveillance should ensure that the government receives the value for which it contracted.
 - iii. Work with Requesting Agency, as necessary, to identify respective roles for other applicable contract administration responsibilities identified in FAR 42.302.

- v. Take appropriate and timely actions to address performance problems. Typically, problems will be identified by a COTR/COR.

12. Contract Administration: *Evaluate the merits of proposed contract modifications.*

a. Requesting Agency

- i. Work with the Servicing Agency to evaluate proposals for changes. If requested by the Servicing Agency's CO, participate in negotiation of changes, modifications, and claims.
- ii. Ensure Requesting Agency is not authorizing work (making commitments or promises, issuing instructions to start or stop work, directing changes), changing any contractual documents, modifying the scope of work (including the period of performance), authorizing accrual of costs, or otherwise providing direction to the contractor, except as expressly authorized in the appointment by the Servicing Agency's Contracting Officer.

b. Servicing Agency

- i. Work with Requesting Agency to evaluate proposals for changes.
- ii. Ensure that any modifications to the requirements or price of the award remain within the overall scope of the original award.
- iii. Work with Requesting Agency to develop funding documents (i.e, Part B of IA), to cover modifications.

13. Contract Administration: *Prepare contractor performance evaluations.*

a. Requesting Agency

- i. Track, measure, and report to the Servicing Agency Contracting Officer on the performance of the contractor.
- ii. Assist in the preparation of formal contractor performance evaluations (both final and interim) for each award that exceeds \$150,000 at the time that work is completed.

b. Servicing Agency

- i. Evaluate the contractor's performance, taking into consideration data provided by (a) the COTR/COR and (b) the end users from the Requesting Agency when the appointed COTR/COR is not an end user.
- ii. Provide evaluations to the contractor as soon as practicable after completion of the evaluation. Review performance with the contractor in accordance with FAR 42.1502.

- iii. Document performance in the contract file. The ultimate conclusion on the performance evaluation is a responsibility of the Servicing Agency.
- iv. Input data into the Contractor Performance System (CPS).

14. Contract Administration: *Review and approve invoices and make payment.*

a. Requesting Agency

- i. Review invoices and advise the Servicing Agency contracting officer whether to approve or disapprove payment in accordance with the award's terms and conditions.
- ii. If the Servicing Agency CO does not approve payment, the Requesting Agency payment office should not pay the invoice in the case of direct fund cite (where the Requesting Agency finance office retains funds and pays the contractor directly.)
- iii. If the Requesting Agency uses direct fund cite, the payment office should ensure a copy of each paid invoice is returned to the Servicing Agency contracting office for inclusion in the official contract file.

b. Servicing Agency

- i. Ensure the award addresses the appropriate processes for invoice submittal and approval and identifies the payment office, which typically is the Servicing Agency.
- ii. Work with the appointed COTR/COR, or other official responsible for invoice review to facilitate accurate and timely review and payment to the contractor.
- iii. Approve or disapprove payment in accordance with the award terms and conditions.
 - A. Pay non-disputed invoice and bill the Requesting Agency for reimbursable services.
 - B. Return improper invoice within specified time periods (e.g., in accordance with the Prompt Payment Act where applicable).
 - C. Do not authorize payment if the work being invoiced is disputed or the invoice is otherwise found to be improper.
 - D. Regardless of the funding source, the Servicing Agency CO retains the authority to stop payment when necessary.

15. Contract Administration: *Perform Contract Closeout.*

a. Requesting Agency

- i. Support contract close-out functions, to include providing appropriate funding to satisfy settlement agreements and/or claims, and contributing to final contractor performance evaluations.

- ii. Take appropriate action to retrieve unexpended balances.
- b. Servicing Agency**
- i. Close out award upon ensuring that all award requirements and administrative actions have been completed.
 - ii. Return unused balance of the funds to the Requesting Agency.
- 16. Other Responsibilities: *Track contract activity.***
- a. Requesting Agency**
- i. Ensure that correct data is provided in a timely manner to the Servicing Agency to facilitate accurate and complete data reporting.
 - ii. Provide the correct funding agency ID to the Servicing Agency needed for accurate reporting to FPDS.
- b. Servicing Agency**
- i. Ensure accurate contract data reporting into the applicable government-wide database – e.g., report use of competition for placement of task and delivery orders and contract awards in the Federal Procurement Data System; report contractor performance assessments in the Contractor Performance System on past performance evaluations, [consistent with Requesting Agency’s threshold for reporting]; and ensure contractor is reporting required subcontracting data into the Electronic Subcontracting Reporting System (ESRS).
 - ii. Confer with Requesting Agency if funding agency ID has not been provided.
 - iii. In accordance with FAR Subpart 34.2, for contracts involving significant development work, provide earned value management report to project manager.
 - iv. Ensure proper socio-economic credit is assigned to the requesting agency.

A.7. Performance Metrics

AQD is committed to providing high-quality, compliant acquisition services in an efficient and timely manner. To that end, AQD will make every effort to perform the services described in this IA in accordance with the following metrics:

Core Business Hours
AQD’s Core Business Hours are 8:00 AM – 5:00 PM local time for each location.

Procurement Action Lead Time (PALT)
PALT refers to the length of time between AQD’s acceptance of a complete acquisition package from the Requesting Agency and the date of an award. AQD

will make every effort to award contract actions within the PALT timeframes listed below. These timeframes are measured in calendar days.

Type of Acquisition	Length of PALT
Simplified Acquisitions under \$100,000	35 – 45 days
Negotiated Acquisitions	120 – 180 days
Delivery Orders against Federal Supply Schedule Contracts	10 – 20 days
Task Orders against Federal Supply Schedule Contracts	60 – 90 days
Delivery Orders against IDIQ Contracts other than FSS	10 – 20 days
Task Orders against IDIQ Contracts other than FSS	60 – 90 days
Acquisitions over \$100,000 Using Simplified Acquisition Procedures	90 – 150 days

Response to Customer Feedback	
AQD encourages customers to contact us if there are any problems with our services, using the following link: www.aqd.nbc.gov/survey . AQD will make every effort to respond within the timeframes below.	
Response Type	Timeframe
Initial Response	Within 2 days
Problem Resolution	Within 3 - 5 days

A.8. Billing & Payment

The Requesting Agency will pay the Servicing Agency for costs of each award or modification. Billings may include the amounts due under the award or modification plus any assisted service fees identified in this IA.

a. Billing and Payment Procedures

Reimbursable Billing. The Servicing Agency will pay contractor invoices for acquisitions under this IA on a reimbursable basis. The Servicing Agency will present an itemized statement to the Requesting Agency for reimbursement of incurred contract costs and assisted services support costs. The Requesting Agency will pay reimbursable billings to the Servicing Agency.

Reimbursable billings are delinquent when they are 30 or more calendar days old (from date of the billing). When billings remain delinquent over 30 calendar days and the Requesting Agency has not indicated a problem regarding services, the Servicing Agency may choose not to award any new awards or modifications to existing awards for the Requesting Agency (or the client within) and termination of existing services will be considered and negotiated with the Requesting Agency.

b. Service Charge

AQD IA Form A
Version 2.0
January 15, 2011

The Servicing Agency shall earn a service charge upon the execution of any award or modification under this IA in the amount of 5% of the total funds obligated under that award or modification, in consideration of acquisition services rendered by the Servicing Agency on behalf of the Requesting Agency.

In the event that an award or modification under this IA is canceled by the Requesting Agency prior to award but after pre-award acquisition services have been rendered by the Servicing Agency on behalf of the Requesting Agency, the Servicing Agency shall earn a service charge in the amount of 1% to 5% of the Requesting Agency's estimated cost of the acquisition, in consideration of these services.

c. Prompt Payment Interest

The Requesting Agency shall be responsible for interest owed under the Prompt Payment Act except when the delays were created by actions of the Servicing Agency.

d. Deobligation of Excess Funds

Following the award of any award or modification under any Part B of this IA, the Servicing Agency will promptly deobligate any portion of the initial obligation that was not re-obligated onto the award. For example, if the final award amount is less than the original estimate, and consequently less than the amount obligated under Part B, the difference between the original estimate and the award shall be promptly deobligated. Remaining amounts shall not be used for any purpose other than the specific, definite and clear project description included in Part B.

Following the close-out of any award under any Part B of this IA, or following the completion of certain performance periods of awards under any Part B, the Servicing Agency will promptly deobligate any portion of the initial obligation that was not expended during the performance of the award. Remaining amounts shall not be used for any purpose other than the specific, definite and clear project description included in Part B.

Where the amount of the deobligation exceeds \$150, the funds shall be returned to the Requesting Agency. If the amount of the deobligation is de minimus, i.e. under \$50, such amount shall be added to the Servicing Agency's Miscellaneous Receipts.

A.9. Small Business Credit

For any awards executed by the Servicing Agency on behalf of the Requesting Agency, the Servicing will allocate the socio-economic credit to the Requesting Agency at the FIPS 95-2 Agency/Bureau component as identified by the Requesting Agency in Part B of this IA. If the code is not provided, the Servicing Agency will allocate the credit to the highest Requesting Agency FIPS 95-2 Code.

A.10. Contract Termination, Disputes and Protests

If a contract or order awarded pursuant to this IA is terminated or cancelled or a dispute or protest arises from specifications, solicitation, award, performance or termination of a

award, appropriate action will be taken in accordance with the terms of the award and applicable laws and regulations. The Requesting Agency shall be responsible for all settlement costs, except for costs associated with actions that stem from errors in performing the responsibilities assigned to the Servicing Agency.

A.11. Review of Part A

The parties agree to jointly review the terms and conditions in Part A at least annually if the period of this agreement, as identified in Section 5, exceeds one year. Appropriate changes will be made by amendment to this agreement executed in accordance with Section A.12.

A.12. Amendments

Any amendments to the terms and conditions in Part A shall be made in writing and signed by both the Servicing Agency and the Requesting Agency.

A.13. IA Termination

This IA may be terminated upon 30 calendar days written notice by either party. If this agreement is cancelled, any implementing award may also be cancelled. If the IA is terminated, the agencies shall specify the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IA, 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.

A.14. Interpretation of IA

If the Servicing Agency and Requesting Agency are unable to agree about a material aspect of either Part A or Part B of the IA, the parties agree to engage in an effort to reach mutual agreement in the proper interpretation of this IA, including amendment of this IA, as necessary, by escalating the dispute within their respective organizations.

If a dispute related to funding remains unresolved for more than 60 calendar days after the parties have engaged in an escalation of the dispute, the parties agree to refer the matter to their respective Agency Chief Financial Officers with a recommendation that the parties submit the dispute to the CFO Council Intragovernmental Dispute Resolution Committee for review in accordance with Section VII of Attachment 1 to the Treasury Financial Manual, Volume 1, Bulletin No. 2007-03, Intragovernmental Transactions, Subject: Intragovernmental Business Rules, or subsequent guidance.

A.15. Signatures

AQD IA Form A
Version 2.0
January 15, 2011

REQUESTING AGENCY OFFICIAL:

Signature: *Mitchell J. Ross* Date: 7/19/11

Name: Mitchell J. Ross *for*
Title: Director, Acquisition and Grants Office

Agency: DOC National Oceanic and Atmospheric Administration

Address: 1335 East-West Highway, SSMC Building 1, Suite 6300,
Silver Spring, MD 20910

Phone: 301-713-0325

E-mail & fax: mitchell.j.ross@noaa.gov; fax 301-713-1974

SERVICING AGENCY BRANCH CHIEF:

Signature: *Terrie L. Callahan* Date: 8/9/2011

Name: _____

Title: Terrie L. Callahan, Branch Chief

Agency: DOI/OS/NBC/AQIS

Address: 381 Elden Street, 4th Floor

Phone: 703-964-3596

E-mail & fax: Terrie.Callahan@aqis.nbc.gov