

**GENERAL SERVICES ADMINISTRATION (GSA)  
FEDERAL ACQUISITION SERVICE (FAS)  
ASSISTED ACQUISITION SERVICES (AAS)  
INTERAGENCY AGREEMENT**

**PART A – General Terms & Conditions**

**1. Purpose**

This Part of the IA (hereinafter "Part A") describes the terms and conditions that govern the provision of acquisition assistance between the Department of Commerce, National Oceanic and Atmospheric Administration, hereinafter "the Requesting Agency" and GSA/FAS/AAS, hereinafter "the Servicing Agency."

No fiscal obligations are created through the execution of Part A. A fiscal obligation arises when the Requesting Agency demonstrates 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 IA or an alternate funding document.

**2. Authority**

The parties' authority to enter into this interagency agreement is:

Revolving Fund (40 USC § 321)

Identify specific statutory authority: The Servicing Agency's authority for this IA is derived from 40 U.S.C §§ 501-502 (for personal property and non-personal services), 40 USC § 11314 (for some aspects of information technology), 40 USC 11302(e) (OMB's executive agent designation) and/or the Acquisition Services Fund, 40 USC § 321. These statutory authorities are independent of the Economy Act and therefore, the Economy Act does not apply to this agreement

**3. Part A Identifier**

IA number:       ~~N/A~~ 12020 COM      

Part A Amendment Number:       N/A      

Purpose of Amendment: N/A

#### 4. **Scope**

##### a. Organizations authorized to request acquisition assistance

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

- 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(s) identified in Section 1 of Part B must be listed in this section.

##### b. Organizations authorized to provide acquisition assistance

The organizations in the Servicing Agency are authorized to provide assistance to the Requesting Agency.

- GSA/FAS

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

##### c. Types of products or services that may be acquired

The following types of services or products may be acquired through interagency acquisition pursuant to this IA. Note: The need described in Section 6 of Part B must fall within the scope of products or services described below:

All types of commodities and services except architect-engineering services, construction services, and purchase or lease of real estate.

- The Servicing Agency, in consultation with the Requesting Agency, will utilize its expertise to provide value-added assisted acquisition services to satisfy the Requesting Agency's requirements.

d. Limitations

The following restrictions apply: None

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 until September 30, 2017 unless amended in accordance with Section 11 or terminated in accordance with Section 12.

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

The effective management and use of interagency contracts is a shared responsibility of the Requesting Agency and the Servicing Agency. The parties hereby agree to the following roles and responsibilities, which are derived from the Checklist in Appendix 1 of *Interagency Acquisitions*, guidance issued by the Office of Federal Procurement Policy.

**Servicing Agency Roles and Responsibilities:**

- 1) support the Requesting Agency in defining requirements, key project objectives, unique project requirements and performance expectations;
- 2) assist in the development of a project description that is sufficiently complete, given the particular nature of the acquisition, to meet the requirements of 31 U.S.C § 1501(a) (1) (B);
- 3) conduct market research, develop and implement acquisition strategy responsive to program/project requirements, and develop a Statement of Work (SOW) or Statement of Objective (SOO);
- 4) conduct acquisition planning;
- 5) ensure that projects in excess of the simplified acquisition threshold show evidence of market research and acquisition planning;
- 6) develop, review, or evaluate the SOW or SOO and make recommendations to enhance the acquisition process;
- 7) manage all phases of the project lifecycle from requirement development to contract closeout;
- 8) consider appropriate sources including Federal Supply Schedules, other existing government wide contracts, or open market to ensure full competition and the best value for the government;
- 9) develop, award, and administer Federal Acquisition Regulation (FAR) compliant contracts. Comply with competition and fair opportunity requirements. For DoD agencies, comply with the DFARS subsections 208.405-70 and/or 216.505-70, for orders placed by non-DoD agencies on behalf of DoD if the Requesting Agency is a military department of DoD agency;

- 10) manage and/or provide advice on performance-based service contract and project management requirements;
- 11) respond promptly to each inquiry concerning the process and project status, and maintain a professional, courteous relationship with the Requesting Agency;
- 12) exercise our best efforts, based on information provided by the ordering agency, to assist them in fulfilling their duty to comply with the *bona fide* needs rule of 31 U.S.C § 1502 by ensuring that:
  - funds are managed correctly according to the Requesting Agency guidance;
  - transactions are reported accurately and in a timely fashion;
  - controls are implemented and exercised to ensure compliance with all applicable fiscal law and statutes and regulations.
- 13) resolve contractual problems or issues, and if necessary adjudicate disputes with the contractor from decisions made by Servicing Agency personnel;
- 14) provide legal support and representation for contract disputes, claims, and bid protests that arise from decisions by Servicing Agency personnel;
- 15) maintain accurate records and files from project initiation through contract closeout;
- 16) enforce contractual terms and conditions to ensure the timely delivery of goods and services;
- 17) perform final acceptance of supplies/services;
- 18) pay non-disputed invoices for goods and services that flow through the Servicing Agency revolving fund and bill the Requesting Agency for reimbursable services;
- 19) track project status and accrual of costs under the project;
- 20) track and report quality of past performance as required under the applicable contract vehicle;
- 21) return excess funds, as necessary;
- 22) when applicable, close-out the contract action and Interagency Agreement;
- 23) be a good steward of the Requesting Agency's funds, and to use these funds in compliance with the requirements of fiscal law; and
- 24) when applicable, designate and provide the contact information for the individual to be appointed Contracting Officer's Representative (COR) on the contract.

### **Requesting Agency Roles and Responsibilities:**

- 1) apprise Servicing Agency of all terms, conditions, and requirements to be incorporated into the contract as necessary to comply with the statutes, regulations, and directives that are unique to the Requesting Agency's department or agency;
- 2) assign a financial point of contact who will sign or obtain the appropriate agency signature on the funding documents;
- 3) ensure that this IA is signed by an official(s) who is authorized to sign interagency agreements;
- 4) comply fully with applicable procurement regulations and policies in all matters related to this IA;
- 5) identify and document its requirements for submission to the Servicing Agency at the time of funding;

- 6) provide full funding for costs described in Part B, for all products and services ordered;
- 7) provide information on security requirements for the IA and subsequent contractor orders;
- 8) provide all necessary resources for technical evaluation of contractor proposals, discussions, and oral presentations; attend Servicing Agency-provided training (e.g., Technical Evaluation Board [TEB] training);
- 9) participate in Award Fee Boards and associated training, if applicable;
- 10) for incrementally funded acquisitions, provide funding in a timely manner and in increments consistent with the project's structure;
- 11) coordinate with the Requesting Agency's security office to ensure Servicing Agency and contractor clearances are on file and are appropriate for the effort
- 12) track, measure, and evaluate contractor performance and report to the Servicing Agency POC or contracting officer on a monthly basis;
- 13) not authorize work, change any contractual documents, modify the authorized scope of work, authorize accrual of costs or otherwise provide direction to contractors except as expressly authorized in the delegation by a Servicing Agency Contracting Officer;
- 14) advise Servicing Agency immediately of any problems or changed conditions that affect performance by the contractor;
- 15) receive, inspect, and then either reject or accept the services and / or commodities within 30 days of receipt, unless a shorter or longer period is permitted under the applicable contractual relationship with the contractor; and forward a receiving report to the Servicing Agency Project Manager;
  - a. *Note: it is critical that the requesting agency properly carries out its responsibility to ensure deliverables are received and the quality is acceptable. The servicing agency encourages site visits, actual inspections, and close review of all deliverables to ensure that the government receives the value contracted for.*
- 16) identify any unique terms, conditions, or requirements that must be incorporated into subsequent orders or contracts;
- 17) execute all responsibilities in a timely fashion so that all provisions of the Prompt Payment Act can be met;
- 18) support contract close-out functions, to include providing appropriate funding for Servicing Agency assisted services fees and to satisfy settlement agreements and claims, and by accepting any excess funds returned by the Servicing Agency;
- 19) be a good steward of the agency's funds, and to use these funds in compliance with the requirements of fiscal law;
- 20) for each requirement submitted to the Requesting Agency under this IA, designate and provide the contact information for the individual to be appointed Contracting Officer's Technical Representative (COTR) or Contracting Officer's Representative (COR);
- 21) ensure that the nominated personnel obtain the necessary training for COTR/COR appointment before award is made and maintain COTR/COR eligibility; and

22) immediately notify the Servicing Agency Point of Contact (POC) with the name and contact information of the new responsible individual whenever responsibility for this acquisition has been transferred to another individual COTR/COR.

## **7. Billing & Payment**

The Requesting Agency will pay the Servicing Agency for costs of each contract or task/delivery order. Billings may include the amounts due under the contract or order plus any assisted service fees identified in Part B of this IA.

The Servicing Agency will pay all contractor charges on a reimbursable basis. The Servicing Agency will then bill the Requesting Agency using a Report of Acquisition Services Fund (ASF) Services Performed (GSA 789 Voucher) or an Intra-governmental Payment and Collection (IPAC - TFS Form 7306), as applicable. If using GSA 789 Voucher or non-IPAC payment, bills shall be paid as rendered within 15 calendar days.

The Requesting Agency is responsible for prompt payment of all billings. Reimbursable billings are delinquent when they are thirty (30) or more calendar days old (from date of the Servicing Agency billing). When billings remain delinquent over sixty (60) calendar days and the Requesting Agency has not indicated a problem regarding services, the Servicing Agency may choose not to award any new contract/orders or modifications to existing contract/orders for the Requesting Agency (or the client within) and termination of existing services will be considered and negotiated with the Requesting Agency.

The Requesting Agency shall be responsible for interest owed under the Prompt Payment Act except that the Servicing Agency shall be responsible for interest owed to the contractor due to delays created by actions of the Servicing Agency.

## **8. Small Business Credit**

Any contract actions executed by the Servicing Agency on behalf of the Requesting Agency will allocate the socio-economic credit to the Requesting Agency at the lowest FIPS 95-2 Agency/Bureau component as identified by the Requesting Agency. If the code is not provided, the Servicing Agency will allocate the credit to the highest Requesting Agency FIPS 95-2 Code.

## **9. 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 contract, appropriate action will be taken in accordance with the terms of the contract and applicable laws and regulations. The Requesting Agency shall be responsible for all costs associated with termination, disputes, and protests, including settlement costs,

except that the Requesting Agency shall not be responsible to the Servicing Agency for costs associated with actions that stem from errors in performing the responsibilities assigned to the Servicing Agency. The Servicing Agency shall consult with the Requesting Agency before agreeing to a settlement or payments to ensure that the Servicing Agency has adequate time in which to raise or address any fiscal or budgetary concerns arising from the proposed payment or settlement.

#### **10. Review of Part A**

The parties agree to review jointly 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 11. The parties further agree to review performance under this IA to determine if expectations are being met and document a summary of their assessment. The responsible reviewing official at each agency shall sign and date the assessment.

The performance assessment will consider, at a minimum, the quality of each party's overall execution of responsibilities assigned under this IA, including each party's responsiveness to requests made by the other party. Information to be evaluated will be obtained through a sampling of records and interviews.

#### **11. 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.

#### **12. AI Termination**

This IA may be terminated upon thirty (30) calendar days written notice by either party. If this agreement is cancelled, any implementing contract/order 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.

#### **13. 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 sixty (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 Intra-governmental Dispute Resolution Committee for review in accordance with Section VII of Attachment 1 to the Treasury Financial Manual, Volume 1, Bulletin No. 2007-03, Intra-governmental Transactions, Subject: Intra-governmental Business Rules, or subsequent guidance.

14. **Signatures**

<b>REQUESTING AGENCY OFFICIAL:</b>	
Signature: <u><i>Mitchell J. Ross</i></u>	Date: <u>7/19/11</u>
Name: Mitchell J. Ross <i>for</i>	
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; fax 301-713-1974	
E-mail & fax: Mitchell.J.Ross@noaa.gov	
<b>SERVICING AGENCY OFFICIAL:</b>	
Signature: <u><i>Timothy E. Fleming</i></u>	Date: <u>8/29/11</u>
Name: Timothy E. Fleming	
Title: <i>Acting,</i> Assistant Commissioner, Office of Assisted Acquisition Services	
Agency: GSA/FAS/AAS	
Address: 2200 Crystal Dr Arlington, VA 22202	
Phone: 703-605-3699	
E-mail & fax: timothy.fleming@gsa.gov ✓	