Department of Energy **No. AL 2011-03**
Acquisition Regulation **January 13, 2011**

ACQUISITION LETTER

This Acquisition Letter is issued under the authority of the DOE and NNSA Senior Procurement Executives.

Subject: Interagency Acquisitions

References:

OMB Guidance	Interagency Acquisitions, Office of Federal Procurement Policy, June 2008
FAR Part 6	Competition Requirements
FAR Part 7	Acquisition Planning
FAR Part 8	Required Sources of Supplies and Services
FAR Part 10	Market Research
FAR Subpart 17.5	Interagency Acquisitions under the Economy Act
FAR Part 38	Federal Supply Schedule Contracting
FAR Part 42	Contract Management

DOE Acquisition Guide (AG) Chapters

Chapter 6.1	Competition Requirements
Chapter 7.1	Acquisition Planning
Chapter 17.1	Interagency Agreements
Chapter 32.1	Reviewing and Approving Contract Invoices
Chapter 35.1	Scientific and Technical Reporting
Chapter 38.1	Task Order Contracting-Strategic Acquisition Transaction Guide
Chapter 71.1	Headquarters Review of Contract and Financial Assistance Actions

DOE Order 241.1A	Scientific and Technical Information Management (or current version)
DOE Order 361.1B.1	Acquisition Career Development Program

When is this Acquisition Letter (AL) effective?

This AL is effective upon issuance. AL 2011-01 dated 10/05/10 is canceled.

When does this AL expire?

This AL remains in effect until superseded or canceled.

Who are the contacts for more information?

For Department of Energy (DOE), contact Barbara Binney at (202) 287-1340 or Barbara.binney@hq.doe.gov.

For National Nuclear Security Administration (NNSA), contact Barbara Stearrett, at (202) 586-7439 or Barbara.Stearrett@nnsa.doe.gov.

What is the purpose of the AL?

The purpose of this AL is to provide DOE Contracting Officers (COs), to include NNSA COs, guidance from the Office of Management and Budget (OMB) on how to conduct an interagency acquisition and how to structure and format an interagency agreement for assisted acquisitions that have the primary purpose of obtaining services or products from contractors.

This AL incorporates Federal Acquisition Circular (FAC) 2005-47 which published an interim Federal Acquisition Regulation (FAR) rule 2008-032, Preventing Abuse of Interagency Contracts, effective December 13, 2010. This rule implements Section 865, Preventing Abuse of Interagency Contracts, of the Duncan Hunter National Defense Authorization Act (NDAA) for Fiscal Year 2009.

The OMB, Office of Federal Procurement Policy (OFPP) guidance "Interagency Acquisitions," attached hereto as Attachment 1, provides additional guidance supporting the FAR subpart 17.5 requirement that DOE support each new interagency acquisition with a best procurement approach determination. In addition, all interagency agreements for assisted acquisitions must contain the elements enumerated in the Appendix 2 of the OFPP guidance, follow the model agreement in Appendix 3 of the OFPP guidance, or use the two models in Strategic Integrated Procurement Enterprise System (STRIPES**)**. STRIPES will be updated to include two templates: one for Part A and another for Part B.

Requirements included in Federal Acquisition Regulation (FAR) Subpart 17.5, and the DOE Acquisition Guide take precedence over any conflicting provisions in the OFPP guidance. *For example, notwithstanding that the guide establishes a presumption that a direct acquisition under a General Services Administration Federal Supply Services contract is in the best interest of the Government, and that a requesting agency only has to document why the acquisition vehicle is suitable for the agency's need, DOE COs must still evaluate the cost effectiveness of such actions.*

This AL applies to all DOE elements, including the National Nuclear Security Administration (NNSA). For the purpose of this AL, "DOE" refers to both DOE and/or NNSA, as applicable.

What interagency acquisitions are excluded from this guidance?

This guidance only addresses interagency business transactions that are undertaken for the primary purpose of obtaining services or products from contractors. It does not address intra-governmental fiduciary activities, reimbursable work performed by Federal employees (other than acquisition assistance), or interagency activities where contracting is incidental to the purpose of the transaction. Also, assisted acquisitions associated with government-wide programs that are centrally mandated and/or managed (e.g., e-government) are not included. [1]

[1] Interagency Acquisition, Executive Office of the President, Office of Management and Budget, Office of Federal Procurement Policy, June 2008.

DOE's Work for Others (WFO) program is also excluded from this AL. DEAR 970.1707-3 states that DOE's internal review and approval procedural requirements for individual work for others agreements are set forth in DOE Order 481.1C (as supplemented by DOE Manual 481.1–1A for agreements with non-Federal entities), or its successor.

What is the background?

Interagency acquisitions offer important benefits to federal agencies, including economies and efficiencies, as well as the ability to leverage resources. Many events involving assisted acquisitions under an interagency agreement (IA) created a need for DOE to re-emphasize the proper use of IAs. The Government Accountability Office (GAO) and Inspector General (IG) reports identified weaknesses in the execution and oversight of assisted acquisitions between Federal agencies. Problems stemmed from a lack of clear lines of responsibility between the agencies, inadequate acquisition planning, inconsistent use of competition, weak contract management, and concerns with financial records. Interagency contracting still remains on the GAO's High Risk List. This AL is designed to provide additional guidance to assist DOE Contracting Officers in (1) making sound business decisions to support the use of interagency acquisitions, and (2) to strengthen the management of assisted acquisitions. Particular emphasis is placed on helping requesting agencies and servicing agencies manage their shared fiduciary responsibilities in assisted acquisitions. This guidance includes a checklist of roles for each responsibility in the acquisition lifecycle and a model interagency agreement to reinforce sound contracting and fiscal practices.

What are the FAR changes to implement Section 865, Preventing Abuse of Interagency Contracts, of the Duncan Hunter National Defense Authorization Act (NDAA) for Fiscal Year 2009?

The rule revises FAR Parts 2, 4, 8, 9, 17, 18, 35 and 41. A summary of the most significant revisions to FAR Subpart 17.5 are described herein and Attachment 3 provides a one page summary.

The rule strengthens FAR Subpart 17.5, Interagency Acquisitions, by:

- Broadening the scope of coverage to address all interagency acquisitions (with limited exceptions), rather than just those conducted under the Economy Act (31 U.S.C. 1535), in recognition that an increasing number of interagency acquisitions are conducted under other authorities. FAR Subpart 17.5 prescribes the policies, procedures and exception for Federal Supply Schedule orders of $500,000 or less. It also amends FAR Subpart 8.4, Federal Supply Schedules, to add a cross reference to the requirements in FAR Subpart 17.5 for orders over $500,000 (a threshold established by the statute).

- Requiring agencies to support the decision to use an interagency acquisition with a best procurement alternative determination. FAR 17.502-1(a) describes this determination as a "determination of best procurement approach."

- Directing that assisted acquisitions be accompanied by written agreements between the requesting agency and the servicing agency documenting the roles and responsibilities of the respective parties, including the planning, execution, and administration of the contract. FAR 17.502-1(b) requires written agreement for assisted acquisitions.

- Requiring sufficient documentation to ensure an adequate audit. FAR 17.502-1(b)(1)(ii) requires sufficient documentation to ensure an adequate audit consistent with FAR 4.801(b).

- Requiring the development of business cases to support the creation of multi-agency contracts. OMB is developing additional guidance on the use of business cases. Once the guidance is issued, it will be referenced in the FAR. FAR 17.502-2(d) prescribes the procedures and documentation for the business-case analysis requirements.

What is an interagency acquisition?

Interagency acquisition is the term used to describe the procedure by which an agency needing supplies or services obtains them using another agency's contract, the acquisition assistance of another agency, or both. It is an "interagency relationship" that involves typically two Federal agencies that enter into a relationship for the purpose of contracting under an "**assisted**" or "**direct"** acquisition. The "**requesting agency**" is the government agency with the requirement, and the "**servicing agency**" is the agency providing the acquisition support.

An "**assisted acquisition**," is a type of interagency acquisition where the servicing agency and requesting agency enter into a written interagency agreement (IA) pursuant to which the servicing agency performs acquisition activities on the requesting agency's behalf, such as the awarding of a contract, task order, or delivery order.

A "**direct acquisition**," is a type of interagency acquisition where the requesting agency places an order directly against the servicing agency's indefinite delivery contract (IDC). The servicing agency manages the IDC but does not participate in the placement or administration of an order.

The servicing agency may charge a "fee for service" which may be a percentage of the contract value or itemized charges from a menu of services. Direct acquisitions allow for the requesting agency to order against existing contract vehicles created for government-wide use. Direct orders will have vehicle access fees, sometimes referred to as the "industrial funding fee." Industrial funding fees may be incorporated into the contractor's rates under GSA's FSS and Executive Agency GWACs.

Note: *Interagency acquisitions are commonly conducted through indefinite delivery contracts (IDCs) or indefinite delivery vehicles (IDVs), such as task and delivery order contracts. Those IDCs used most frequently in support of interagency acquisitions are Federal Supply Schedules (FSS), Government wide acquisition contracts (GWACs), and multi-agency contracts (MACs).*

What should be considered when DOE is the requesting agency?

The use of an interagency acquisition is an additional consideration of and not a substitute for acquisition planning. DOE COs must work with the requiring program official during the acquisition planning stage in order to determine the best contract vehicle that will satisfy their needs and comply with applicable laws, Federal Acquisition Regulation (FAR) and DOE regulation, policies and procedures. When considering all the alternatives, selecting another agency's contract or going to another agency to award a new contract shall not be used to circumvent DOE policies and procedures, e.g. small business, competition and performance-based acquisition.

DOE Program Officials are prohibited from entering into an interagency acquisition in any dollar amount without the signature of a DOE CO on the interagency agreement (IA).

If DOE decides to use a servicing agency for an assisted acquisition under the authority of the Economy Act, a Determination and Finding (D&F) shall be signed by a DOE CO.

When do I need a best procurement approach determination?

As a part of DOE acquisition planning, a best procurement approach determination must be made by DOE as the requesting agency. The determination is required for both **assisted** and **direct acquisitions**. FAR 17.502-1 describes the required best procurement approach determination. Furthermore, the OFPP guidance, attached hereto provides additional information useful in supporting this determination for either type of interagency acquisition. In accordance with the local contracting activity's procedures, the concurrence of the DOE CO is required as part of the best procurement approach determination.

Assisted acquisition – Before requesting that another agency conduct an acquisition on behalf of DOE, the DOE CO or Program Official shall follow the procedures in FAR 17.502-1(a)(1) in conducting an analysis of procurement approaches and documenting the best procurement approach determination. For an assisted acquisition, this determination is a comparative analysis supporting the choice of the servicing agency as it relates to satisfying DOE's requirement.

Direct acquisition – Before placing a direct order against another agency's Indefinite Delivery Vehicle (IDV), the DOE CO or Program Official shall make a determination that the use of another agency's contract vehicle is the best procurement approach. FAR 17.502-1(a)(2) describes the minimum analysis required for the determination. This determination must ensure that the action is in the best interest of the government, taking into account suitability, value, and expertise to properly place and to effectively administer the order. .

What are the key parts of an Interagency Agreement (IA) for an assisted acquisition?

There are two key parts for an IA assisted acquisition, Part A and Part B. See Attachment 1 for OFPP Appendices 2 and 3 or Attachment 2 for draft STRIPES Part A template and STRIPES Part B templates. Part B is available in STRIPES. Part B is created in the Requisition Package Document. One has to create a Requisition, then on the Main General page, click on the "Load PPT" and another page will open up. Once Part B is selected, one should go to the Templates folder, open it up and then generate Part B in a manner similar to the clauses. If this requisition is

not going to be used to fund the IA, then the rtf can be saved to the computer and then added as an attachment in the IA document.

Part A describes the *general terms and conditions* that will govern the relationship between the requesting agency and the servicing agency. It includes the responsibilities and respective roles that each party must carry out to ensure the effective management and use of an interagency agreement. For DOE, the contracting officer is the authorizing official.

Part B includes *financial information* required to authorize the transfer and obligation of funds for both the acquisition and the assistance provided by the Servicing agency. Also it provides *specific information on the Requesting agency's requirements* sufficient to demonstrate a "bona fide" need. There can be one or many Part Bs under a single Part A. Part B becomes effective when it is signed by the authorizing officials of both agencies. Part B must always state that, the terms and conditions in Part A are incorporated by reference or attached to Part B. For DOE, the contracting officer is the authorizing official.

Where can I find the IA model for Part A and Part B?

There are samples completely filled-in with suggested language and an extensive checklist for use by both agencies to assist in writing the agreement. This model can be found in OFPP Interagency Acquisitions guidance as described herein. Also, Strategic Integrated Procurement Enterprise System (STRIPES) has a model tailored to DOE. Use of the STRIPES model will significantly streamline the development of the IA. STRIPES will have Part A template. Part B is already available in STRIPES. Part B is created in the Requisition Package Document. One has to create a Requisition, then on the Main General page, click on the "Load PPT" and another page will open up. Once Part B is selected, one should go to the Templates folder, open it up and then generate Part B in a manner similar to the clauses. If this requisition is not going to be used to fund the IA, then the rtf can be saved to the computer and then added as an attachment in the IA document. There are prescriptions for editing the sections and fill-in instructions.

- OFPP Guidance

  - Attachment 1, has the following four appendices:
    - Appendix 1 – Checklist of Roles and Responsibilities in Assisted Acquisitions
    - Appendix 2 – Elements of a Model Interagency Agreement (IA) for an Assisted Acquisition
    - Appendix 3 – Model Interagency Agreement for an Assisted Acquisition
    - Appendix 4 – Example of a Completed Interagency Agreement for an Assisted Acquisition

- STRIPES

When DOE is the requesting agency, Part A and Part B will be prepared by DOE. Part B template is available in STRIPES. Attachment 2 is copy of the IA form, Part A and Part B templates. Use of the STRIPES templates will significantly streamline the development and execution of the IA. In STRIPES, the IA form can be used as a cover to summarize and transmit

the IA. The Part A template will be pre-populated with DOE model language to the maximum extent practicable; however there are many fields that will need to be completed with the details relating to the particular requirement. Part B template provides prescriptions for the Program Office to prepare and attach this part to the Requisition. For DOE, the contracting officer is the authorizing official.

- IA Part A, General Terms and Conditions: When DOE is the Requesting Agency for an Interagency Agreement (IA), the DOE Contracting Officer will complete IA Part A, General Terms and Conditions. It will be necessary for the Contracting Officer to coordinate with the Program Office and the Servicing Agency for completion of IA Part A. When intellectual property rights are involved, it will be necessary to consult with the local DOE Patent Counsel.

- IA Part B, Requirements and Funding Information: When the Program Office prepares and submits the requisition, the Program Office will prepare Part B with the assistance of the Servicing Agency and the Contracting Officer, as needed. Part B will be an attachment to the requisition. The DOE Contracting Officer and the DOE Budget Office will review IA Part B, Requirements and Funding Information, for accuracy and completeness.

Note: OMB and Financial Management Service (FMS) have been working over the last year and a half to develop a standard Interagency Agreement (IAA) form. When the form is ready for implementation, OMB will issue a memorandum to provide information to access and use the forms At this time, an adobe PDF fillable form is available for optional use at http://www.fms.treas.gov/finstandard/reference.html. DOE will issue guidance and update this Acquisition Letter regarding DOE's implementation and use of the new IAA form.

What should be in Part A when DOE is the requesting agency?

Part A: General terms and conditions.

1. A checklist (Attachment 1, Appendix 1) and sample Part A (Attachment 1, Appendix 4) are provided in OFPP guidance and should be referred to when drafting Part A. Attachment 2 has the draft STRIPES template for Part A. Use of the STRIPES template will significantly streamline the development and execution of the IA.

2. For an IA, Part A will be created in support of the initial requisition. If there are subsequent requisitions for an established IA, there will be separate Part B for each requisition. It is important that the requisition reference the original IA number, i.e., STRIPES IA number.

3. When STRIPES is used, the DOE IA transmission constitutes the signature by DOE as the requesting agency. The FedConnect response to the DOE IA transmission constitutes signature by the other agency as the servicing agency.

- The DOE CO, with the participation of the DOE or NNSA program office, must ensure that the following items are considered:

  1) Conformance to all DOE regulations, policies and procedures;

  2) That supplies or services obtained are within the authority of the servicing agency;

  3) That services to be provided by the servicing agency are stated in Part A;

  4) That follow-on tasks or amendments will be reviewed by the DOE CO to ensure that they are within the scope of the IA;

  5) A description of any DOE unique terms, conditions or requirements, to include applicable intellectual property rights, are incorporated into the IA and/or servicing agency contract/order;

  6) Designation of the servicing agency to perform contract administration that may include: a quality assurance plan, contract surveillance, voucher examination, past performance data collection and recording and reporting data into the Federal Procurement Data System (FPDS);

  7) A statement of any pre-award and/or post award administrative functions that will be retained by DOE; and

  8) Compliance with the requirements of FAR Subpart 7.3.

When intellectual property rights may be required, consult with the local DOE Patent Counsel to determine which provisions are needed and include in the IA.

As part of the post award administrative functions, if the DOE CO determines it appropriate to appoint a Contracting Officer's Representative (COR) to monitor performance of the work performed under the IA, then the DOE CO shall appoint an individual qualified and certified under DOE O 361.1B. The COR, in coordination with the DOE CO, shall provide any information required by the servicing agency in order to support the award and administration of their contract or order.

What should be in Part B when DOE is the requesting agency?

Part B: Requirements and Funding Information. A sample Part B (Attachment 1, Appendix 4) is provided in OFPP guidance and should be referred to when preparing Part B. Attachment 2 is a copy of the rtf file that is in STRIPES which is created in the Requisition Package Document. Use of the DOE Part B will significantly streamline the development and execution of the IA.

The Program Office will prepare the Requisition and will prepare Part B with the assistance of the Servicing Agency and the Contracting Officer, as needed. Part B is a supporting document to the

Requisition. Part B must include detailed information on the supplies or services being ordered, performance/delivery schedules, to include required scientific and technical deliverables along with basic guidelines regarding the submission of electronic STI, and when necessary, the enumerated responsibilities of the servicing agency to ensure compliance with all contractual requirements**.** (STI submission is via the DOE Energy Link (E-Link) system (www.osti.gov/elink). Reference DOE O 241.1B, "Scientific and Technical Information Management" (or future version) for definition of STI, submission requirements, and establishing an STI Point-of-Contact/Technical Information Officer. Contact the Office of Scientific and Technical Information at 865-576-1188 for additional information.)

Part B must include specific, definite and clear requirements information that demonstrates a "bona fide" need in the fiscal year that the funds are available for obligation. The level of detail will vary based on the breadth of acquisition assistance to be provided (e.g., the period over which assistance will be provided or the number of offices requiring assistance) as well as the complexity and dollar value of the requirement. DOE incurs a fiscal obligation when Part B is accepted by the servicing agency.

The DOE CO, with the participation of the DOE or NNSA Program Office, as the preparer of Part B, and applicable Budget Office, must ensure that Part B includes the requesting agency information. Part B becomes effective when it is signed by authorizing officials from both agencies. When STRIPES is used, the DOE IA transmission constitutes the signature by DOE as the requesting agency. The FedConnect response to the DOE IA transmission constitutes signature by the other agency as the servicing agency. For DOE, the Contracting Officer is the authorizing official.

What should be in Part A when DOE is the servicing agency?

- When DOE is the servicing agency, both COs should participate in the drafting of the terms and conditions established under Part A. A checklist (Attachment 1, Appendix 1) and sample Part A (Attachment 1, Appendix 4) are provided in OFPP guidance and should be referred to when drafting Part A. The DOE CO should ensure that Part A is clear and complete and includes the following:

    1) The signature of the requesting agency official authorized to approve the IA,

    2) A termination provision for the IA,

    3) Identification of the contractor and contract number (when applicable),

    4) A statement of work and the estimated cost,

    5) Provisions for inspection and acceptance of the contractor's work,

    6) Intellectual property provisions, if applicable,

    7) Unique terms and conditions required by the requesting agency, if applicable,

8) Unique or specific security requirements, and

9) A positive affirmation that the requesting agency is not circumventing their own policy, procedures, and/or regulations in contracting with DOE.

- The DOE CO should also request a copy of the following documents from the requesting agency:

  1) Requesting agency's D&F for the IA,

  2) Requesting agency's market research and/or acquisition plan, and

  3) Requesting agency's COR or technical representative designation.

- The DOE CO, as the servicing agency, is responsible for compliance with all legal and regulatory requirements applicable to the procurement action, including:

  1) Performing acquisition planning in accordance with Acquisition Guide, Chapter 7.1,

  2) Ensuring proper statutory authority for the contractual action,

  3) Compliance with competition requirements of FAR Part 6,

  4) Compliance with requirements under small business set-asides in FAR Subpart 19.5,

  5) Performing contract administration duties such as preparing a quality assurance plan, voucher examination and past performance data collection and reporting as required by FAR 42.1502,

  6) Appointing a DOE COR when appropriate, and

  7) Ensuring timely and accurate data is reported in FPDS for the contract or the order.

What should be in Part B when DOE is the servicing agency?

A sample Part B (Attachment 1, Appendix 4) is provided in OFPP guidance and should be referred to when reviewing Part B.

The DOE CO should always ensure that all Part Bs submitted under the IA include the following:

1) Billing data with the names and mailing addresses of both agencies' accounting offices,

2) A citation of the requesting agency's funding and appropriation data and validation of statutory or regulatory use of the funds including disclosure of any special restriction, and

3) A statement that the terms and conditions in Part A are incorporated by reference or attached to Part B.

Note: Work requested under an on-going contract must be within the scope of the contract. Reimbursable work must be authorized under on-going contracts by the issuance of a new task assignment, task order, or other work authorization by a DOE CO. The authority to authorize reimbursable work under on-going contracts may not be delegated to CORs. The contractor must develop a budget before the authorization to start work and subsequently track the costs associated with the reimbursable work separately.

STRIPES is not used to process IA's when DOE is the servicing agency; however, the IA becomes a supporting document if the work identified in the IA is accomplished via a DOE contract and must be included in the DOE contract file.

What is required when the IA is authorized under the Economy Act?

The Economy Act (31 U.S.C. 1535), as implemented by FAR Subpart 17.5, authorizes agencies under certain circumstances and in accordance with certain requirements to obtain supplies or services through an interagency acquisition. The Economy Act applies when more specific statutory authority does not exist for this purpose. For example, it does not apply to acquisitions from required or optional sources of supplies and services prescribed in FAR Part 8. It also does not apply to acquisitions using GWACs. An Economy Act transaction shall not be used to circumvent the following:

1) Federal or DOE regulations,

2) Limitations on the use of appropriated funds,

3) Requirements of FAR Subpart 7.3, Contractor versus Government Performance,

4) Required term limits or maximum timeframes, or

5) Any other agency's authority or responsibility.

To ensure that IAs under the authority of the Economy Act are proper at DOE, the requesting agency CO must approve/sign the Determination and Finding (D&F) as prescribed in FAR Subpart 17.5. This includes the best procurement approach determination which was addressed earlier in this AL.

If the procurement will be a multi-agency contract, then a business-case analysis must be prepared by the servicing agency. FAR 17.502-2(d) describes what is required for the analysis.

What presumptions may be made if using a Federal Strategic Sourcing Initiative (FSSI) vehicle, the SmartBuy Program, the Schedules Program or a government-wide acquisition contract (GWAC)?

Agencies may presume that direct acquisitions made by qualified individuals are in the best interest of the government if the vehicle was established under the FSSI, the SmartBuy Program, the Federal Supply Schedules Program (for orders of $500,000 or less), or is a GWAC operating pursuant to Executive Agent designations granted by OMB under the Clinger-Cohen Act. However, documentation in the contract file should still establish that the acquisition vehicle is suitable for the agency's needs. This information could be documented as part of the agency's planning documents. A formal Determination and Finding (D&F) is not required.

How do I use other servicing agencies with specific statutory authority?

A. Federal Supply Schedules (FSS) Direct Ordering

The General Services Administration (GSA) has statutory authority to enter into contracts for government-wide use. The primary statutory authority for the FSS program is derived from both Title III of the Administrative Services Act of 1949 (41 U.S.C. 251, et seq.) and Title 40 U.S.C., Public Buildings, Property and Works. The GSA is the IDV Owner of the FSS contracts, also known as Multiple Award Schedules (MAS). Each schedule in FSS has specific supplies or specialized services that IDV Users can acquire through direct orders.

FAC 2005-47 published interim FAR rule 2008-32, Preventing Abuse of Interagency Contracts, effective December 13, 2010. For FSS orders in excess of the threshold cited at 8.404(b)(2) [current statutory threshold is $500,000], there are additional requirements in FAR subpart 17.5, Interagency Acquisitions.

When placing direct orders under the FSS, DOE COs must comply with the procedures in FAR Part 8 and the policies in this AL. All task or delivery orders issued under FSS shall be signed by the DOE CO. COs may only place orders against the FSS for supplies or services listed on the vendor's schedule contract. The CO shall not include services or supplies (referred to as "open market") outside the scope of the Schedule contract in the order, until they have complied with the applicable regulations for competition under the FAR. The GSA has additional instructions and information for use of the schedules at www.gsa.gov. Also, see the DOE Acquisition Guide, Chapter 38, Strategic Acquisition Transactions.

- To ensure that FSS are used properly, DOE COs shall:

1) Ensure and document that use of FSS is in conformance with DOE policy or regulation (i.e., socio-economic goals, price reasonableness, etc.).

2) Review the schedule contract's statement of work (SOW) and other applicable contractual documents and validate that the supplies or services requested are within the scope of that schedule. Document the review and the best procurement approach determination as part of the agency's planning document. A formal D&F is not required. Supplies or services that are outside of the vendor's negotiated schedule are "open market" items and cannot be purchased using the FSS procedures; instead, they can only be included on the order after complying with the applicable procurement laws and regulations, including those requiring the use of competitive procedures.

3) Review the ordering procedures posted on the schedule website, especially first time users. Seek and document advice from the cognizant GSA CO on proper use of the FSS whenever an issue is in doubt.

4) Review follow-on task orders to ensure that they remain within the scope of the contract.

5) Comply with the specific requirements of the FSS, including those for competitive tasking, consistency with the scope of work, and use of the instruments for a specific, not overly broad or undefined, purpose.

6) Ensure that the FSS contract labor categories are the proper equivalent (mapped) for the labor categories required by the Request For Quote (RFQ). "Mapped" is a term that describes the offeror's proposed rates and labor categories derived from an applicable GSA Schedule. Always seek a discount.

7) Designate a DOE COR, as applicable, and verify that the COR is qualified under DOE O 361.1B.

8) Document a price reasonableness determination. It must reflect the exact mix of labor and other elements needed to perform the work or item being procured.

9) Perform all the functions inherent to contract administration, including quality assurance planning, contract surveillance, voucher examination and past performance data collection and reporting.

10) Report timely and accurate data in connection with the order in FPDS.

B. Government-Wide Acquisition Contracts (GWAC) Direct Ordering

A GWAC is a multiple award contract issued by one agency, which may be used by other agencies, to place direct or assisted orders to procure information technology products and services. Each GWAC is operated by an executive agent designated by the Office of Management and Budget (OMB) pursuant to section 5112 (e) of the Clinger-Cohen Act. OMB has designated six agencies as executive agents for GWACs: GSA, National Institutes of Health, National Aeronautics and Space Administration, Environmental Protection Agency, Department of Defense, and Department of Commerce.

GWACs are valuable tools for the acquisition of information technology supplies and services, but the DOE CO must ensure that: (1) the GWAC is not used to circumvent applicable DOE policies or regulations; (2) the servicing agency properly administers all contract terms and conditions and adheres to the FAR, (3) DOE requirements are within the scope of the master GWAC contract; and (4) subsequent task orders are under the scope of the contract.

DOE COs are reminded to undertake the actions outlined below when placing a direct order:

1) Obtain a copy of the SOW and other applicable contractual documents and validate that the services requested are within the scope of that GWAC. Document the review and the best procurement approach determination as part of the agency's planning document. A formal D&F is not required.

2) Review the ordering procedures posted on the website and complete any mandatory training. Follow the instructions for attaining a delegation when it is required.

3) Place only orders that comply with all DOE regulations, policies and procedures. The DOE CO must pay particular attention to complying with performance-based and socioeconomic policies, and the procedures prescribed in the GWAC for providing a fair opportunity to all GWAC contractors.

4) Designate a DOE COR and verify that the COR is qualified under DOE O 361.1B.

5) Document a price reasonableness determination. It must reflect the exact mix of labor and other elements needed to perform the work or item being procured.

6) Perform contract administration duties which include: quality assurance planning, surveillance, voucher examination, past performance data collection, and accurate data reporting into FPDS.

7) Report timely and accurate data in connection with the order in FPDS.

C. Franchise Fund Organizations Assisted Ordering

The Government Management Reform Act of 1994 authorized the OMB to designate franchise fund pilots. A franchise pilot is a self-supporting business-like entity that provides common administrative services on a fully reimbursable basis to other Federal agencies. These services may include procurement support services. **Franchise fund organizations shall not be used to obtain acquisition management services unless approved by the Head of the Contracting Activity (HCA), with notice to the Senior Procurement Executive.** As in the case of other non-DOE IA transactions previously discussed, franchise fund organizations may not be used to circumvent DOE policies or regulations. If circumstances permit and the proper approval has been granted, an assisted order may be placed using a Franchise Fund organization. All services to be provided by a franchise fund organization must be obtained through an IA, comprised of a fully outlined and detailed Part A and Part B, previously discussed.

The DOE CO should monitor Part Bs (tasks and funding) provided to the servicing agency to ensure that they are consistent with the scope of the agreement with the servicing agency and the terms of the servicing agency's contract. Oversight is required by the DOE CO and the designated COR during the period of performance to ensure that the contractor, as well as the servicing agency, complies with all applicable regulations and policies. Review of contract deliverables and invoices should include items such as ensuring that services provided remain within the scope of work and that labor is provided by appropriate, and if applicable, approved labor categories. The DOE CO and designated COR and/or Program Official shall review DOE Acquisition Guide

Chapter 32.1, Reviewing and Approving Contract Invoices, for the purpose of understanding their responsibility in this process.

What is the required information for accurate processing?

A. Proper reporting to the Federal Procurement Data System (FPDS)

It is extremely important for DOE to report accurate data into FPDS for purposes of annual reporting to the President, Congress, and the Small Business Administration (SBA). The SBA relies on FPDS data to derive goal accomplishments and complete its reports. In no instance shall contract actions be reported in FPDS more than once.

Funds-in shall be segregated from DOE funds for the purposes of reporting to FPDS. A separate modification shall be prepared for the purposes of transparency. Funds-out for an assisted acquisition will not be entered into FPDS until the point of obligation by the Servicing agency.

OMB guidance instructs that the direct placement of an order, a Blanket Purchase Agreement (BPA) call, the award of a new contract or order under an assisted acquisition, or the obligation of funds under an existing contract or order shall be reported into FPDS by the funding agency code and/or funding office code.

B. Billing instructions

DOE COs must ensure that the funding information includes standard billing instructions to ensure timely and accurate accounting for intra-governmental exchanges of funds. These instructions must be sufficient to facilitate exchange transactions and reporting between agencies and should comply with the billing requirements of Treasury's Intragovernmental Business Rules, Financial Management Service (FMS) Bulletin no. 2007-03. In summary these requirements include:

1) The primary system to settle intra-governmental exchange transactions is the Intra-Governmental Payment and Collection (IPAC) System. IPAC is the preferred method for reimbursing the servicing agency. All IAs should include instructions to use the IPAC system for exchange transactions. If IPAC is not a satisfactory billing method, a mutually agreeable alternative should be negotiated before acceptance of IA and documented in Part B of the IA whether IPAC or an alternative method will be used.

2) The IA should identify the DOE funding codes and obligating document number (also referred to as the IA number) and should instruct the other agency to include the DOE obligating document number on all documentation related to the agreement. The DOE billing address for the IA is U.S. Department of Energy, P.O. Box 500, Germantown, MD 20875-0500.

3) When using IPAC, DOE obligating document number should be included as the purchase order number or obligating document number of the IPAC.

4) The DOE obligating number shall serve as the common agreement number required by Department of the Treasury, Financial Management Service, Treasury Financial Manual Bulletin No. 2007-03.

5) The IA should specify information for all agencies' party to the IA, including:
   - Agency Location Code (ALC),
   - Treasury Account Symbol (TAS),
   - Business Event Type Code (BETC),
   - Business Partner Network (BPN) number, usually the Data Universal Numbering System (DUNS) number,
   - Line of Accounting (LOA), and
   - Contracting and accounting points of contact.

For the detailed requirement for billing instructions see the Department of the Treasury, Financial Management Service, Treasury Financial Manual Bulletin No. 2007-03 at http://fms.treas.gov/tfm/vol1/07-03.html.

When is a business clearance review required?

A business clearance review of the IA is required according to the DOE HCA approval threshold or NNSA approval of contract actions process (CAP).

Is there an annual reporting requirement to OMB?

Yes. The Senior Procurement Executive(s) shall submit an annual report on interagency acquisitions to the Director of OMB in accordance with Section 865(c) of Public Law 110-417 and FAR 17.504. OMB will provide the details of the annual report. If information is required from the Contracting Activities, a data call will be issued.

ATTACHMENTS

1 - OMB memorandum, Subject: Improving the Management and Use of Interagency Acquisitions, dated June 6, 2008, with Office of Federal Procurement Policy (OFPP) Interagency Acquisition Guidance as an attachment

OFPP Interagency Acquisition Guidance List of Appendice
- Appendix 1 – Checklist of Roles and Responsibilities in Assisted Acquisitions
- Appendix 2 – Elements of a Model Interagency Agreement (IA) for an Assisted Acquisition
- Appendix 3 – Model Interagency Agreement for an Assisted Acquisition
- Appendix 4 – Example of a Completed Interagency Agreement for an Assisted Acquisition

2 - Copy of STRIPES IA form to include Part A draft template and Part B template. (Note: Part B is available in STRIPES.)

3 - Chart summarizing Section 865 NDAA FY 2009 changes to FAR Subpart 17.5.

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

OFFICE OF FEDERAL
PROCUREMENT POLICY

June 6, 2008

MEMORANDUM FOR CHIEF ACQUISITION OFFICERS
SENIOR PROCUREMENT EXECUTIVES

FROM: Paul A. Denett
Administrator

SUBJECT: Improving the Management and Use of Interagency Acquisitions

Interagency acquisitions offer important benefits to federal agencies, including economies and efficiencies and the ability to leverage resources. The attached guidance is intended to help agencies achieve the greatest value possible from interagency acquisitions.

Effective management and use of interagency acquisitions is a shared responsibility, especially for assisted acquisitions. Lack of clear lines of responsibility between agencies with requirements (requesting agencies) and the agencies which provide acquisition support and award contracts on their behalf (servicing agencies) has contributed to inadequate planning, inconsistent use of competition, weak contract management, and concerns regarding financial controls.

This document provides guidance to help agencies (1) make sound business decisions to support the use of interagency acquisitions and (2) strengthen the management of assisted acquisitions. Particular emphasis is placed on helping requesting agencies and servicing agencies manage their shared fiduciary responsibilities in assisted acquisitions. The guidance includes a checklist of roles for each responsibility in the acquisition lifecycle and a model interagency agreement to reinforce sound contracting and fiscal practices. The guidance reflects comments provided by Chief Acquisition Officers, Senior Procurement Executives, and Chief Financial Officers. The document was also shared with other interested stakeholders, including the Chief Information Officers and the Government Accountability Office (GAO), and reflects comments received from those parties as well.

Beginning on October 1, 2008, and thereafter, agencies shall ensure that decisions to use interagency acquisitions are supported by best interest determinations, as described in the attached guidance. Agencies shall further ensure that new interagency agreements for assisted acquisitions entered on or after November 3, 2008, contain the elements enumerated in Appendix 2 or follow the model agreement in Appendix 3. Agencies shall use the checklist at Appendix 1 to facilitate the clear identification of roles and responsibilities. Agencies shall also consider modifying existing long-term interagency agreements for assisted acquisitions in accordance with this guidance, as appropriate and practicable.

Providing for the sound management and use of interagency acquisitions is a key step for realizing the intended efficiencies of interagency contracts. Improving the governance structure for creating and renewing these vehicles is equally important, especially for multi-agency contracts. We have made important strides to leverage the government's vast buying power under the Federal Strategic Sourcing Initiative (FSSI) and to identify suitable executive agents that can manage government-wide acquisition contracts (GWACs) on behalf of customers across government. We must build on these efforts in order to maximize the contribution of interagency contracts to mission success. I intend to work with members of the Chief Acquisition Officers Council, including its Strategic Sourcing Working Group, to design a business case review process similar to that currently used for the designation of executive agents for GWACs and to define the structure required to support such a process.

Please have your acquisition officials work with program managers, contracting officers technical representatives, finance officers, information technology officers, legal staff and others involved in your agency's interagency acquisitions to ensure the effective implementation of this guidance and compliance with its requirements. Questions may be referred to Mathew Blum at (202) 395-4953 or mblum@omb.eop.gov.

Thank you for your attention to this important subject.

Attachment

cc: Chief Financial Officers
Chief Information Officers
Performance Improvement Officers
Danny Werfel, Acting Controller, Office of Federal Financial Management

INTERAGENCY ACQUISITIONS

June 2008

Executive Office of the President
Office of Management and Budget
Office of Federal Procurement Policy

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Introduction

This guidance is intended to help agencies achieve the greatest value possible from interagency acquisitions. Interagency acquisition is the term used to describe the process by which one agency (requesting agency), uses the contracts and/or contracting services of other agencies (servicing agencies) to obtain supplies and services.

Materials in this document are presented in a question and answer format for easy reference. Both requesting agencies and servicing agencies should review and refer to this guidance with the goal of improving the management and use of interagency acquisitions and mitigating associated risks.

What's in this guidance document . . . .

- Background on the purpose and structure of interagency acquisitions (pp. 2-3).
- Steps for maximizing value from interagency acquisitions (pp. 4-12).
- Supplemental materials to help requesting agencies and servicing agencies manage their shared responsibilities for assisted acquisitions, including:
  - ✓ a checklist for establishing clear lines of responsibility between the agencies (pp. 13-30);
  - ✓ the required elements for an interagency agreement (pp. 31-35);
  - ✓ a model interagency agreement (pp. 36-45); and
  - ✓ an example of a completed interagency agreement (pp. 46-65).

This guidance does not address all interagency business transactions, only those that are undertaken for the primary purpose of obtaining services or products from contractors. Accordingly, this document does not address intragovernmental fiduciary activities, such as those with the Office of Personnel Management (e.g., USAJOBS) or the Department of Labor (e.g., Workers' Compensation), reimbursable work performed by federal employees (other than acquisition assistance), or interagency activities where contracting is incidental to the purpose of the transaction (e.g., activities performed under the Environmental Protection Agency's Cooperation Authority). In addition, assisted acquisitions associated with government-wide programs that are centrally mandated and/or managed (e.g. e-government) are also not addressed.

Interagency acquisitions are a type of intragovernmental transaction. Accordingly, agencies should also refer to the *Business Rules for Intragovernmental Transactions*, found in the Treasury Financial Manual, Volume 1, Bulletin 2007-03 (http://www.fms.treas.gov.tfm.voll/07-03.pdf).

I. Background

What is an interagency acquisition? *Interagency acquisition* is the term used to describe the procedure by which an agency needing supplies or services obtains them using another agency's contract, the acquisition assistance of another agency, or both. Interagency acquisitions typically involve two government agencies: the *requesting agency*, which is the agency with the requirement, and the *servicing agency* which provides acquisition support, administers contracts for other agencies' direct use, or both. In some cases, more than one servicing agency may be involved in an assisted acquisition.

What are the benefits of an interagency acquisition? Both requesting agencies and servicing agencies can benefit from well-executed interagency acquisitions. Requesting agencies benefit from the capabilities or expertise of the servicing agency and the efficiencies and economies associated with leveraging resources and requirements. Servicing agencies benefit from the improved pricing and terms and conditions they can negotiate when consolidating, in a justified manner, other agencies' needs with their own and among requesting agencies.

How are interagency acquisitions formed? Interagency acquisitions are commonly conducted through *indefinite delivery vehicles* (IDVs), such as task and delivery order contracts. The structure of these vehicles is well suited to the efficiencies and economies that agencies seek through interagency acquisitions. IDVs permit the issuance of orders for the performance of tasks or the delivery of supplies against prepositioned contracts and agreements during the term of the vehicle. The IDVs used most frequently to support interagency acquisitions are Multiple Award Schedules (MAS), government-wide acquisition contracts (GWACs), and multi-agency contracts (MACs).

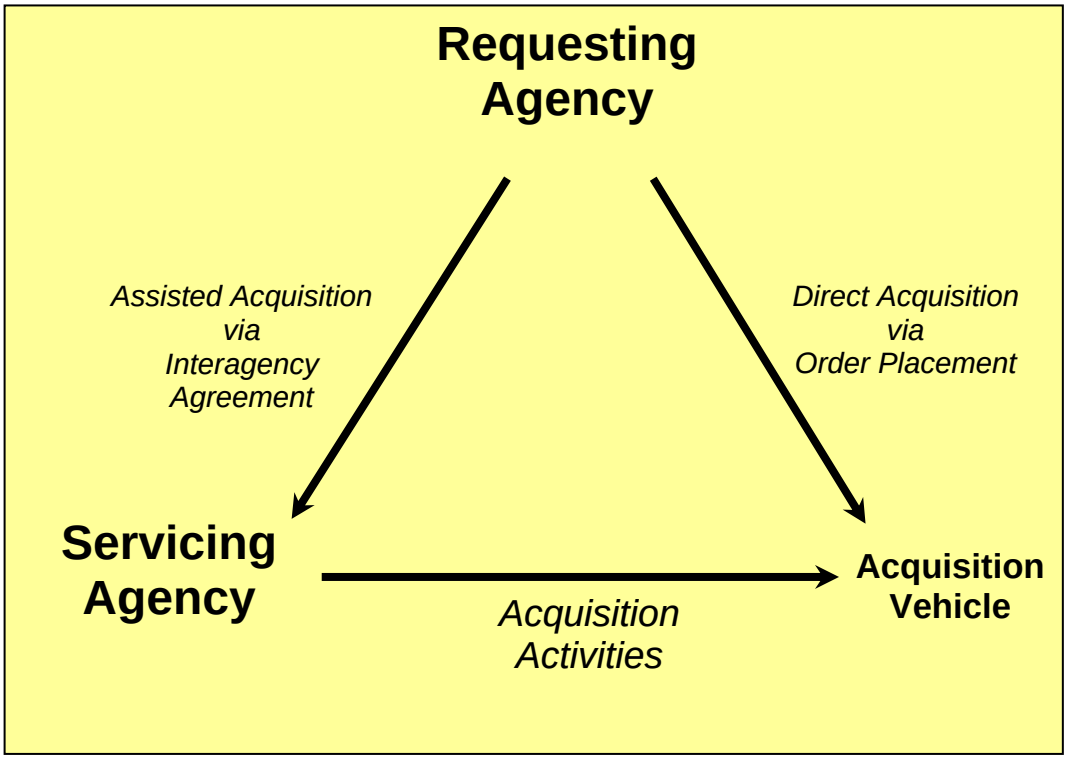
Types of Interagency Acquisitions

There are two types of interagency acquisitions: direct acquisitions and assisted acquisitions.

- In a *direct acquisition,* the requesting agency places an order directly against the servicing agency's IDV. The servicing agency manages the IDV but does not participate in the placement of an order.

- In an *assisted acquisition*, the servicing agency and requesting agency enter into an interagency agreement pursuant to which the servicing agency performs acquisition activities on the requesting agency's behalf, such as awarding a contract, task order, or delivery order. In many assisted acquisitions, the servicing agency also manages the IDV against which orders are placed. For example, the General Services Administration's Federal Acquisition Service will typically place orders against a MAS contract or a GWAC on behalf of its requesting agencies. Sometimes, a servicing agency may find that another agency's IDV can better serve the requesting agency's needs, in which case two servicing agencies would be involved in the interagency acquisition.

Figure. Direct Acquisition vs. Assisted Acquisition



What is the authority for an interagency acquisition? A variety of laws authorize interagency acquisitions. The Economy Act, 31 U.S.C. 1535, provides general authority to undertake interagency acquisitions that is available to agencies when more specific statutory authority does not exist. An increasing number of interagency acquisitions are falling outside the Economy Act because many of interagency contract vehicles that are widely used today, such as the MAS and GWACs, are not governed by the Economy Act. Instead, these vehicles are governed by more specific statutory authority. For example, the MAS is governed by Title III of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 251, et seq.) and Title 40 U.S.C. 501, Services for Executive Agencies. GWACs are authorized by section 5112(e) of the Clinger-Cohen Act (40 U.S.C. 11302(e)).

As a general matter, laws and regulations give agencies the discretion to determine whether to use an interagency acquisition. This guide discusses how agencies can exercise sound business discretion to maximize benefits when using interagency acquisitions to meet their mission needs.[1] Section II describes how agencies can help ensure decisions to use direct acquisitions achieve best value. Section III describes the steps agencies should take to achieve the greatest value from assisted acquisitions.

[1] The guidance in this document applies to both Economy Act and non-Economy Act transactions. It is intended to provide overarching principles for exercising sound judgment irrespective of the particular law governing a given acquisition. Over the years, however, a number of requirements have been developed in the Federal Acquisition Regulation (FAR) to implement the Economy Act. References are made in this guide to these FAR provisions to remind readers of specific additional requirements that must be met where the Economy Act applies.

II. Direct acquisitions

Key Points to Remember About Direct Acquisitions

Description

- A direct acquisition is a type of interagency acquisition where the requesting agency acquires goods or services through another agency's indefinite delivery vehicle (IDV) by placing an order directly against the IDV.

Steps for maximizing value

- Requesting agencies should ensure use of another agency's IDV is in the best interest of the government taking into account factors such as:
  - the suitability of the vehicle,
  - the value of using the vehicle, and
  - the requesting agency's ability to use the vehicle effectively.
- Requesting agencies must be prepared to take on the various responsibilities in the acquisition lifecycle, from acquisition planning and contract execution to contract administration.

A. Best interest determinations

What should a requesting agency consider before entering into a direct acquisition? Before placing an order directly against another agency's IDV, the requesting agency's contracting officer, or other official designated in accordance with agency procedure, should ensure that an interagency acquisition is in the best interest of the government, taking into account factors such as:

- *Suitability* – whether the IDV that would be used can satisfy the agency's schedule, performance, and delivery requirements, including any statutory, regulatory, and policy requirements.
- *Value* – whether the IDV's pricing, including vehicle access fees (sometimes referred to as an "industrial funding fee"), is fair and reasonable and comparable to what the agency is likely to secure by creating its own contract, and structured to allow the agency to obtain the best value for its needs.
- *Expertise* – whether the agency's contracting office personnel have the appropriate experience and training to properly place an order on a timely basis,

take advantage of beneficial features, such as discounts, and effectively administer the order.

What presumptions may be made if using an FSSI vehicle, the SmartBuy Program, the Schedules Program or a GWAC? Agencies may presume that direct acquisitions made by qualified individuals are in the best interest of the government if the vehicle was established under the Federal Strategic Sourcing Initiative, the SmartBuy Program, the Federal Supply Schedules Program, or is a government-wide acquisition contract (GWAC) operating pursuant to Executive Agent designations granted by OMB under the Clinger-Cohen Act. However, documentation in the contract file should still establish that the acquisition vehicle is suitable for the agency's needs. This information could be documented as part of the agency's planning documents. A formal Determination and Finding (D&F) or Justification and Approval (J&A) is not required.

B. Executing responsibilities

How are responsibilities managed in a direct acquisition? In a direct acquisition, the burden falls largely on the *requesting agency* to satisfy the various responsibilities in the acquisition lifecycle, including the determination that the agency's requirement falls within the scope of the IDV. The servicing agency, as the IDV owner, manages the IDV but does not participate in the placement of the order.

Responsible Stewardship in a Direct Acquisition

Requesting agencies should . . .

- review materials about the IDV and contact the servicing agency, as "owner" of the IDV, for any special requirements (e.g., requirements related to appointment of contracting officer technical representatives (COTRs)), training opportunities, and questions about the vehicle, such as scope, terms and conditions, competition requirements, and ordering procedures.

Servicing agencies should . . .

- post information on use of its vehicle, including competition requirements and ordering procedures, make training available to requesting agency users, and provide sufficient points of contact to address questions from users in a timely manner.

III. Assisted acquisitions

Key Points to Remember About Assisted Acquisitions

Description

- An assisted acquisition is a type of interagency acquisition where the parties enter into an interagency agreement pursuant to which the servicing agency performs acquisition activities on the requesting agency's behalf, such as awarding a contract, task order, delivery order, or blanket purchase agreement.

Steps for maximizing value

- Requesting agencies should choose a servicing agency that can provide the necessary assistance by giving consideration to factors such as:
  - the servicing agency's authority, experience, and expertise;
  - the servicing agency's ability to comply with the requesting agency's laws and policies;
  - customer satisfaction with the servicing agency's past performance; and
  - reasonableness of the servicing agency's fees.
- Requesting and servicing agencies need to develop clear and complete interagency agreements that:
  - establish general terms and conditions to govern the relationship between the agencies, including each party's role in carrying out responsibilities in the acquisition lifecyle; and
  - provide information required to demonstrate a bona fide need and authorize the transfer and obligation of funds.

A. Best interest determinations

What should a requesting agency consider before entering into an assisted acquisition? Before requesting the assistance of a servicing agency to perform acquisition activities, the requesting agency should determine that acquisition assistance is needed (e.g., expertise or acquisition resources are not readily available within the agency) and a servicing agency can provide the assistance required.

In choosing an appropriate servicing agency, the requesting agency should give consideration to:

- the servicing agency's authority, experience, and expertise in entering into a contract or order for the required products or services;
- the servicing agency's ability to comply with the requesting agency's statutes, regulations, and policies, including any unique acquisition and fiscal requirements;
- customer satisfaction with the servicing agency's performance, both in terms of responsiveness and results achieved; and
- reasonableness of the servicing agency's fees.

If the assisted acquisition is subject to the Economy Act, a warranted contracting officer or another official designated by the agency head must approve a D&F. See Subpart 17.5 of the Federal Acquisition Regulation.

For assisted acquisitions outside the Economy Act, agencies shall ensure that the individuals who establish the need for assistance and select a servicing agency have the necessary expertise to make these business decisions. Individuals who establish the need for acquisition assistance from an acquisition office outside of their agency must have the necessary expertise to make this business decision. Agencies shall take the following steps to ensure the acquisition office within the requesting agency is appropriately involved in these decisions:

- **Interagency acquisitions over $200,000**. The requiring office (e.g., the program office) shall provide notice of a planned interagency acquisition to the head of the acquisition office within the requesting agency that is responsible for providing assistance to the requiring office. The notice shall include a brief description of the service or product, estimated dollar amount, and the name of the external acquisition organization that will provide acquisition assistance. Notice shall be sent by electronic mail with return receipt to provide a record for management reviews and audits. Before the request is sent to the outside servicing acquisition office, the notifier shall allow its internal acquisition office one week to respond to the notice.
- **Interagency acquisitions over $500,000**. The notifier from the requiring office shall take the same steps as described for interagency acquisitions over $200,000, except that instead of simply requesting a response from the in-house acquisition office, the notifier shall seek its concurrence and allow one week for response. Non-concurrences shall be presented to the requesting agency's Senior Procurement Executive and resolved within one week of the non-concurrence.

Agencies shall not split requirements to avoid carrying out the responsibilities described above. However, they may address multiple orders in one notice if the underlying needs are related, especially if they are of a repetitive nature. Where multiple orders are addressed in one notice, the description should be sufficiently clear so that the in-house contracting office may consider the relative benefits of

having needs met through an interagency acquisition versus through the agency's own support structure and contract vehicles.

B. Interagency agreements

When is an interagency agreement required and what purpose does it serve? All assisted acquisitions must be supported by an interagency agreement (IA). An IA serves two purposes in an interagency acquisition. First, the IA establishes the general terms and conditions that govern the relationship between the requesting agency and the servicing agency. Second, the IA provides information that is required to demonstrate a bona fide need and authorize the transfer and obligation of funds.[2]

How is an IA structured? There are two main parts to an IA for an assisted acquisition, corresponding to each of the purposes described above.

The Key Parts of an Interagency Agreement for an Assisted Acquisition

Part A: General terms and conditions. Part A describes the *general terms and conditions* that will govern the relationship between the requesting agency and the servicing agency. Part A includes the responsibilities and respective roles that each party must carry out to ensure the effective management and use of an interagency contract.

Part B: Requirements and funding information. Part B provides *specific information on the requesting agency's requirements* sufficient to demonstrate a bona fide need. It also includes financial information that is required to authorize the transfer and obligation of funds for both the acquisition and the assistance provided by the servicing agency in connection with the acquisition.

All IAs must have clearly enumerated terms and conditions, requirements information, and funding information. However, the level of detail will vary based on the breadth of acquisition assistance to be provided (e.g., the period over which assistance will be provided, the number of offices requiring assistance) as well as the complexity and dollar value of the requesting agency's individual requirements.

For example, a one-time request for assistance associated with a simple, small dollar acquisition of commercial items would likely have less detail and,

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[2] 31 U.S.C. 1502(a), sometimes referred to as the "bona fide needs statute," states that "[t]he balance of an appropriation or fund limited for obligation to a definite period is available only for payment of expenses properly incurred during the period of availability or to complete contracts properly made within that period of availability and obligated consistent with section 1501." To determine whether appropriated funds are being used only for legitimate needs arising during their period of availability requires that the description of goods or services for acquisition be specific, definite, and clear. A description meeting these parameters is required to demonstrate a bona fide need and support a binding agreement that can be recorded as an obligation in the fiscal year that the funds are available for obligation.

perhaps, fewer terms than a request for ongoing assistance to carry out a series of complex acquisitions for services. Unlike a one-time request for assistance, a long-term agreement would require the parties to identify the organizations and types of products and services that could be covered in future requests for assistance and to periodically review terms and conditions.

Each part of the IA is discussed in greater detail below. Agencies should carefully review their IAs for assisted acquisitions in conjunction with the guidance below to ensure they are clear and complete. Agencies are encouraged to use the model IA in Appendix 3 and, at a minimum, should ensure that their IAs contain the elements enumerated in Appendix 2.

1. <u>Part A: General terms and conditions</u>.

What information must be included in Part A of the IA? The individual elements that make up Part A are described in Table A of Appendix 2. Table A identifies the party responsible for providing the necessary information for each element and a cross-reference to language in the model IA in Appendix 3. For an example of how a completed "Part A" of an IA might read, see Appendix 4.

The delineation of roles and responsibilities is a critical component of the terms and conditions in the IA. Subsection III.C, below, and Appendix 1 provide guidance to help requesting agencies and servicing agencies establish clear lines of responsibility.

As explained in subsection C, the checklist in Appendix 1 is designed to help servicing agencies and requesting agencies think about their respective roles for each responsibility in the acquisition lifecycle. The IA must document the understandings reached by the parties after they have reviewed and discussed the checklist. For an example of how such understandings may be documented, see section A.6 of the completed IA in Appendix 4.

The effective execution of an assisted acquisition is the shared responsibility of both the servicing agency and the requesting agency. Accordingly, the parties must work together in developing the terms and conditions that will govern their relationship and ensure their stakeholders – program, acquisition, financial, legal, and other interested personnel – understand how assisted acquisitions will be managed.

Is Part A designed to cover only a single assisted acquisition or may it cover multiple assisted acquisitions? Part A may cover a single assisted acquisition but will more typically serve as an umbrella document to cover multiple assisted acquisitions. If multiple assisted acquisitions are anticipated, Part A should identify the period over which the servicing agency is authorized to provide assistance, the organizations that may request assistance, the organizations that may provide assistance, the general types of services and/or products that the requesting agency may need, unique terms and conditions, and restrictions, if any (e.g., funding restrictions). The scope and performance period may be amended by mutual agreement of the parties.

Describing Products and Services in Part A of the Interagency Agreement

- The purpose of describing products and services in Part A is to establish a general understanding between the agencies, where there will be an ongoing relationship, of the types of services and products that management in the requesting agency is authorizing its personnel to acquire (e.g., information technology but not construction) and the types of needs the servicing agency is prepared to acquire on behalf of the requesting agency.
- The description of products and services in Part A is not intended to establish a bona fide need and therefore may be as general or specific as the parties deem appropriate.
- Individual acquisitions conducted under the IA must fall within this described scope, which may be amended by the parties. In addition, before the servicing agency can undertake an acquisition, the requesting agency must provide information on its requirements in Part B of the IA in a specific, definite, and clear manner.

When does Part A become effective? Part A becomes effective when it is signed by authorizing officials of both agencies or such later date as specified in the agreement. However, a fiscal obligation is not created until the parties execute Part B, which requires the requesting agency to describe a bona fide need and to prepare funding documentation which must then be accepted by the servicing agency.

Responsibilities for Maintaining Part A of the Interagency Agreement

- Part A should be maintained by both the requesting agency and the servicing agency in the offices that signed the document.
- The document should be made available to officials within the agency who may be involved in executing Part B.
- Agencies should review the terms and conditions annually for IAs that are longer than one year in length and execute amendments as necessary. They should also periodically review performance under the IA to determine if expectations are being met (e.g., is each party carrying out its respective responsibilities in a timely manner) and document a summary of their assessment. The assessment should be signed and dated by each agency's reviewing official and maintained in the IA file.

2. Part B: Requirements and funding information.

What is the purpose of Part B of the IA? Part B serves multiple purposes. It is a requirements document to demonstrate a bona fide need. It is also an obligating document. Its execution authorizes the transfer and acceptance of funds for an assisted acquisition.[3]

What information must be included in Part B of the IA? Part B must provide specific information on the requesting agency's requirements sufficient to demonstrate a bona fide need. It also must include financial information that is required to authorize the transfer and obligation of funds for both the acquisition and the assistance provided by the servicing agency in connection with the acquisition.

The individual elements that make up Part B are described in Table B of Appendix 2. Table B identifies the party responsible for providing the necessary information for each element and a cross-reference to language in the model IA in Appendix 3. For an example of how a completed "Part B" of an IA might read, see Appendix 4.

The requesting agency and servicing agency must work together to ensure the IA provides requirements information that is specific, definite, and clear to demonstrate a bona fide need. In addition, the funding information must demonstrate that the amounts being transferred for obligation are for the purpose designated, meet time restrictions, and are legally available.

It is important that the terms and conditions established in Part A either be incorporated by reference or attached to Part B, irrespective of whether the parties use the sample IA or an alternate agency form for interagency transfers, such as DD Form 448, "Military Interdepartmental Purchase Request (MIPR) and DD Form 448-2, "Acceptance of MIPR."

When does Part B become effective? Part B becomes effective when it is signed by authorizing officials of both agencies. The requesting agency incurs a fiscal obligation when Part B is accepted by the servicing agency.

When might an addendum to Part B be appropriate? Appropriate documentation must accompany each transfer of funds. In some cases, the documentation may take the form of an addendum to Part B, as opposed to the issuance of a new Part B. For example, an addendum may be sufficient to address the ongoing transfer of funds in relation to a requirement for which incremental funding has been authorized. The addendum in this circumstance might document purpose, obligation amount, and requesting agency and servicing agency funding information, with signatures of authorized servicing and requesting agency officials (see sections B.1, 11, 12, 13, and 18 of Part B of the model IA). By contrast, an

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[3] If the Economy Act is applicable to the transaction, a D&F must be approved by a warranted contracting officer or another official designated by the agency head.

addendum would not be sufficient to support the transfer of funds to cover a new requirement.

Maintaining Part B of the Interagency Agreement

- Part B should be maintained by the contracting office in the servicing agency that is responsible for providing acquisition assistance.
- Each contract or task/delivery order file that is established under the IA must either include or incorporate by reference a copy of the entire IA, including reference numbers, location, and execution dates for Part A and each Part B (including addenda, if any).
- Part B should also be maintained by the cognizant program office in the requesting agency.
- Part B should be forwarded to the financial offices of both the requesting and servicing agencies to ensure the proper transfer, obligation, collection, and accounting of funds.

C. Executing responsibilities

What responsibilities are associated with an assisted acquisition and who is responsible for carrying them out? Achieving success on an assisted acquisition requires effective execution of the same basic responsibilities that must be carried out when an agency acquires a product or service for itself or through a direct acquisition, including acquisition planning, contract execution, and contract administration. However, in an assisted acquisition, most acquisition responsibilities are shared. For this reason, the role each agency plays in meeting these responsibilities must be clearly understood by the respective parties to mitigate risk and achieve the best results possible from the assisted acquisition.

May roles be negotiated between the parties? Most of the roles each agency plays in meeting responsibilities in the acquisition lifecycle may be negotiated, consistent with applicable laws, regulations, and policies. There are some exceptions where certain roles must be performed by the same party in every assisted acquisition. For example, the requesting agency must:

- establish a bona fide need in terms that are specific, definite and clear;
- certify that funds are appropriate for the designated purpose, meet time limitations, and are legally available for the specified acquisition;
- identify any acquisition laws, fiscal laws or related policies that are unique to, or that restrict, the agency; and

- provide the servicing agency with the correct funding agency code needed for accurate reporting to the Federal Procurement Data System (FPDS).

What steps must requesting agencies and servicing agencies take to ensure clear lines of responsibility? Requesting agencies and servicing agencies must carefully delineate their roles and responsibilities in the IA. Appendix 1 provides a checklist of the responsibilities in an interagency acquisition to help requesting agencies and servicing agencies define their respective roles in the IA. For each responsibility, the checklist describes roles for the requesting agency and the servicing agency.

Circumstances underlying individual IAs will vary. For this reason, the description of certain roles has been generalized in the checklist. Accordingly, the parties will need to definitize their respective roles in the IA after reviewing the checklist.

Where can an example be found showing the documentation of roles and responsibilities in an interagency agreement? For an example of how understandings between the parties may be documented, see section A.6 of the completed IA example in Appendix 4.

Appendix 1

Checklist of Roles and Responsibilities in Assisted Acquisitions

To ensure sound management and use of interagency acquisitions and maximize their impact on agency effectiveness, requesting and servicing agencies must establish clear lines of responsibility for each step in the acquisition lifecycle, from planning to contract closeout.

This Appendix is designed to help requesting and servicing agencies define their respective roles in the IA. It identifies *16 basic responsibilities* in an interagency acquisition. For each responsibility, the appendix describes *associated roles* for the requesting agency and the servicing agency.

List of Responsibilities in an Assisted Acquisition

Acquisition Planning

1. Determine needs and develop requirements documents
2. Prepare funding document
3. Develop acquisition strategy
4. Prepare statement of work (SOW) and/or specifications
5. Develop quality assurance requirements
6. Identify official to assist contracting officer with contract administration

Contract Execution

7. Comply with competition requirements
8. Comply with customer-specific laws and policies
9. Ensure price reasonableness
10. Conduct source evaluation and make award

Contract Administration

11. Conduct inspection, acceptance, and surveillance
12. Determine when contract modifications are required
13. Prepare contractor performance evaluations
14. Review and approve invoices and make payment
15. Perform contract closeout & retrieve unexpended funds

Other Responsibilities

16. Track contract activity

This checklist should be used only as a starting point. The description of certain roles has been generalized in the checklist, because the nature and circumstances underlying an IA will vary, as will the needs and internal policies of the agencies involved. For example, IAs will need to establish:

- which agency prepares the statement of work, performance work statement, or statement of objectives;
- the required level of contract administration, the type of official required, and the agency that will provide the official;
- which agency is responsible for establishing acceptance of deliverables; and
- if the requesting agency intends to use direct fund cite.

Accordingly, requesting and servicing agencies should work together to definitize their roles in the IA (see section A.6 of the model IA), so that accountability is effectively established. A sample IA is provided at Appendix 4, using the model IA, so readers may see one example of how roles identified in this appendix might be delineated in the model IA.

√ General Stewardship

Responsibility: Ensure sound management and use of assisted acquisitions to maximize impact on agency effectiveness.

Requesting Agency	Servicing Agency
• Work closely with the Servicing Agency to establish IAs that are clear and complete. • Be a good steward of the agency's funds by ensuring appropriate internal controls are in place to ensure interagency acquisition activities are consistent with sound project management, contracting, and fiscal practices. • Work in close collaboration with the Servicing Agency throughout the project lifecycle. Make trained and qualified personnel available to support key activities, including the timely preparation and execution of funding documents, compliance with customer-unique laws and policies, acquisition planning, source selection evaluation, and contract administration. • Provide accurate and timely information to support the Servicing Agency in effectively awarding and managing the contract, including evaluation of contractor performance and prompt payment. • Obtain legal review, as needed, for issues related to the development and execution of the IA, in accordance with any agency procedures. • Review the general terms and conditions of the IA with the Servicing Agency no less than annually and make amendments as necessary.	• Work closely with the Requesting Agency to establish IAs that are clear and complete. • Be a good steward of the Requesting Agency's funds by ensuring appropriate internal controls, and applying sound project management, contracting, and fiscal practices. • Manage all phases of the project lifecycle from requirements development through contract closeout, as agreed in the IA. • Work in close collaboration with the Requesting Agency throughout the project lifecycle, responding promptly to inquiries from the Requesting Agency including matters regarding process, project status, and funds balance. • Enforce contractual terms and conditions to ensure the timely delivery of goods and services. • Maintain accurate records and files associated with acquisition assistance activities. • Obtain necessary legal review for issues arising under the IA. • Review the general terms and conditions of the IA with the Requesting Agency no less than annually and make amendments as necessary.

√ Acquisition Planning

1. Determine needs and develop requirements document

Responsibility: Identify the requirement that must be met to carry out the Requesting Agency's mission and develop the documents that describe the requirement in terms of functions to be performed, performance required, or essential physical characteristics.

a. Requesting Agency	b. Servicing Agency
i. Establish that a requirement exists. ii. Determine that it is in the best interest of the government to pursue an assisted acquisition. iii. Provide documentation to the Servicing Agency, which may be in the form of a statement of work (SOW), statement of objectives (SOO), or performance work statement (PWS), 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, but may be concise. A solution need not be specified in order to establish a bona fide need. <u>Note</u>: This step is a critical prerequisite to the Servicing Agency being able to accept funding from the Requesting Agency and the Requesting Agency's ability to record an obligation. iv. Initiate acquisition planning as soon as a need is identified and involve the Servicing Agency, as appropriate, in the planning process.	i. Assist the Requesting Agency in refining the requirements document package, including the description of key project objectives, unique project requirements, and performance expectations.

√ Acquisition Planning

2. Prepare a funding document.

Responsibility: Prepare documentation that identifies both the requesting agency's bona fide need and the information required to authorize the transfer and obligation of funds for acquisition activities. Note: The funding document is the second critical part of an IA (i.e., Part B). The general terms & conditions constitute the first part of the IA (i.e., Part A) and may be negotiated in advance of the identification of a requirement. Part A may cover multiple Part Bs. Part A must be incorporated into all funding documents.

a. Requesting Agency	b. Servicing Agency
i. Work with the Servicing Agency to prepare a funding document (i.e., Part B of the IA). Provide: (i) 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), (ii) information on performance or delivery requirements along with projected milestones, (iii) data required for the proper transfer and obligation of funds, and (iv) information on any agency-unique acquisition restrictions or limitations applicable to the funding being provided. ii. 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); and B. Ensure funds are certified and legally available – in terms of purpose, time, and amount -- for the specified acquisition.	i. Work with the Requesting Agency to prepare a funding document (i.e., Part B of the IA). ii. Do not accept the 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 and (iii) adequately describes a bona fide need of the Requesting Agency. 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.

√ Acquisition Planning

3. Develop acquisition strategy

Responsibility: Establish a strategy to apply acquisition processes (e.g., competition) and tools (e.g., contract type) in the most effective manner possible based on the nature and circumstances surrounding the acquisition.

a. Requesting Agency	b. Servicing Agency
i. Provide the Servicing Agency with information on project objectives, deliverables, and schedule milestones. ii. Work with the Servicing Agency to: A. build on initial acquisition planning and market research that was conducted to develop 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 proposals.	i. Conduct market research. ii. Depending on the size and complexity of the acquisition, establish a formal acquisition plan addressing technical, business, management and other significant considerations that will control the acquisition. iii. Select an appropriate contract 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 contract type. v. Provide the Requesting Agency with an opportunity to concur on the contract type as well as with acquisition plan, when required.

√ Acquisition Planning

4. Prepare, or finalize, statement of work (SOW) and/or specifications

Responsibility: Develop SOW, statement of objectives (SOO), or performance work statement (PWS), (or specifications for products) or complete such documents if initially prepared by the Requesting Agency as part of requirements development.

a. Requesting Agency	b. Servicing Agency
i. Work with the Servicing Agency to ensure: A. 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 B. suitable performance standards are established against which results may be effectively measured. ii. For contracts or orders 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.	i. Prepare and/or finalize SOW/SOO/PWS/specs based on requirements documents (or initial SOW/SOO/PWS/specs) provided by the Requesting Agency, discussions with the 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 contracts or orders with award fees, develop award fee criteria that are tied to identifiable acquisition outcomes, defined in terms of cost, schedule, and performance outcomes.

√ Acquisition Planning

5. Develop quality assurance requirements

Responsibility: Develop quality assurance requirements for the contract. If a quality assurance surveillance plan (QASP) is required, develop the plan that government will use to determine whether supplies or services conform to contract requirements.

a. Requesting Agency	b. Servicing Agency
i. Assist the Servicing Agency in developing the QASP, where required, including identification of the work requiring surveillance and the method of surveillance. ii. Provide trained personnel (e.g., contracting officer's technical representative) to perform monitoring where monitoring is required.	i. Consult with the 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 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 proposal to ensure the plan meets the government's surveillance needs. C. Review proposed QASPs with Requesting Agency. v. Provide the Requesting Agency with opportunity to concur on QASP or QAP before finalizing.

√ Acquisition Planning

6. Identify official to assist contracting officer with contract administration

Responsibility: Appoint an official with appropriate expertise (e.g., technical, acquisition) and training to assist with monitoring contract performance and perform other contract administration responsibilities.

a. Requesting Agency	b. Servicing Agency
i. Based on the level of contract administration required, provide qualified, trained, available, and willing individuals to be appointed by the Servicing Agency Contracting Officer (CO) to serve as the COTR/COR/RO, except where the parties agree that these individuals will be provided by the Servicing Agency. Identify qualified fee determination officials for contracts with award or incentive fees. <u>Note</u>: If the individual who serves as the COTR is not from the Requesting Agency, the Requesting Agency should provide a qualified official to assist the Servicing Agency with contract administration in a timely manner. ii. Provide alternate individuals within reasonable time should the personnel provided by the Requesting Agency be found by the Servicing Agency CO to be unable or unavailable to perform the required duties.	i. For each requirement, determine the required level of contract administration. ii. Identify the following: A. the type of official to be appointed (e.g., COTR, Contracting Officer Representative (COR), Receiving Official (RO)) to assist with contract administration, B. the agency that will provide the official, and C. the applicable training and certification standards. iii. Appoint a qualified and trained COTR/COR/RO and, if the selected contract-type involves a fee or incentive, a fee determination official before contract performance begins. <u>Note</u>: If review of invoices is not identified as a role of the COTR/COR, the IA should identify an appropriate official to review invoices and the Servicing Agency CO should identify the official before submittal of the first invoice.

√ Contract Execution

7. Comply with competition requirements

Responsibility: Maximize the meaningful use of competition and ensure exceptions to competition are properly documented, justified, and approved.

a. Requesting Agency	b. Servicing 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 complexity, commerciality, availability, and urgency of need) ii. Participate in the development of technical evaluation criteria ii. If an exception to competition is required and justified (including exceptions to the fair opportunity process for MACs and exceptions recognized 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.	i. Develop technical evaluation criteria in consultation with the Requesting Agency. ii. Seek competition unless an exception is justified. iii. Require the 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.

√ Contract Execution

8. Comply with customer-specific laws and policies

Responsibility: Ensure contracts or orders awarded on behalf of the Requesting Agency adhere to any statutory, regulatory, and policy requirements specifically applicable to the Requesting Agency.

a. Requesting Agency	b. Servicing Agency
i. Apprise the Servicing Agency of all terms, conditions, and requirements to be incorporated into the contract/order as necessary to comply with the statutes, regulations and directives that are specific to the Requesting Agency (e.g., funding restrictions; domestic source restrictions). ii. Provide information and timely clearance on security requirements applicable to the IA.	i. Ensure the Requesting Agency-specific 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 contract clauses addressing customer-specific laws and policies.

9. Ensure price reasonableness

Responsibility: Determine that prices to be paid for contracted goods or services are fair and reasonable.

a. Requesting Agency	b. Servicing Agency
i. Provide input to the Servicing Agency to assist in determination of whether proposed contract prices are fair and reasonable. <u>Note</u>: The reasonableness of access or service fees charged by the Servicing Agency should have been evaluated by the Requesting Agency as part of its "best interest determination" conducted before entering into an IA.	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 the Requesting Agency, including its independent cost estimate, if one was prepared.

√ Contract Execution

10. Conduct source evaluation and make award

Responsibility: Appoint source selection authority and source evaluation board, ensure proposals are evaluated in an impartial manner based solely on the factors in the solicitation. Ensure award decisions are properly documented and represent the best value to the government.

a. Requesting Agency	b. Servicing Agency
i. Provide necessary resources for technical evaluation of proposals or quotes and participation in activities that require technical expertise. A. Attend oral presentation and technical evaluation discussions. B. Conduct or assist with technical evaluations of proposals. ii. Review the evaluation plan and generally 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).	i. Appoint the source selection authority and the source evaluation board. ii. Ensure source evaluations are conducted fairly and proposals are evaluated based solely on the factors and subfactors in the solicitation. 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.

√ Contract Administration

11. Conduct inspection, acceptance, and surveillance

Responsibility: Examine and test supplies or services to determine whether they conform to contract requirements. Assume ownership of supplies tendered and approve the specific services rendered as partial or complete performance of the contract. Monitor the contractor's work to ensure compliance with the contract terms, including the QASP, as applicable.

a. Requesting Agency	b. Servicing Agency
i. Ensure deliverables are received and quality is acceptable. A. Inspect work for compliance with contract requirements. Within 30 days of receipt, or another period as specified in the contract, promptly reject work that does not comply with contract requirements, or accept work that meets the terms of the contract or order, and immediately notify the Servicing Agency's CO. B. If the Servicing Agency has retained responsibility for acceptance, send acceptance paperwork to Servicing Agency to complete the final acceptance of the goods or services. <u>Note</u>: If the individual serving as the COTR is not from the Requesting Agency, the official from the Requesting Agency who is identified to assist with contract administration should provide timely advice to the Servicing Agency CO or COTR for action. 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 personnel.	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. If the Servicing Agency has retained responsibility for acceptance, complete acceptance of goods or services after reviewing the documentation provided by the Requesting Agency official. iii. 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. iv. Work with Requesting Agency, as necessary, to identify respective roles for other applicable contract administration responsibilities identified in FAR 42.302.

√ Contract Administration

11. Conduct inspection, acceptance, and surveillance (con't.)

a. Requesting Agency	b. Servicing Agency
iii. Perform duties in a timely manner in accordance with the QASP or QAP. iv. Advise the Servicing Agency's CO immediately of any circumstances that affect performance by the contractor, including failures to comply with technical requirements of the contract or to show a commitment to customer satisfaction, particularly if the contractor does not make corrections.	v. Take appropriate and timely actions to address performance problems. Typically, problems will be identified by a COTR/COR.

12. Determine when contract modifications are required

Responsibility: Evaluate the merits of proposed contract modifications.

a. Requesting Agency	b. Servicing 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 the Requesting Agency personnel are 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 CO.	i. Work with the Requesting Agency to evaluate proposals for changes. ii. Ensure that any modifications to the requirements or price of the order or contract remain within the overall scope of the contract or order. iii. Work with the Requesting Agency to develop funding document (i.e, Part B of IA), or addendum to existing funding document, to cover contract modification.

√ Contract Administration

13. Prepare contractor performance evaluations

Responsibility: Evaluate and record the contractor's performance for consideration in future source selections.

a. Requesting Agency	b. Servicing Agency
i. Track, measure, and report to the Servicing Agency CO on the performance of the contractor.	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 Past Performance Information Retrieval System (PPIRS).

√ Contract Administration

14. Review and approve invoices and make payment

Responsibility: Examine the contractor's invoices for completeness and accuracy and return improper invoices within time periods specified in the contract and approve proper invoices for payment.

a. Requesting Agency	b. Servicing Agency
i. Review the invoice and advise the Servicing Agency CO whether to approve or disapprove payment. 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.	i. Ensure the contract/order addresses the appropriate processes for invoice submittal and approval and identifies the payment office, which typically is the Servicing Agency. <u>Note</u>: If review of invoices is not identified as a responsibility of the COTR/COR, identify an appropriate official to review invoices before submittal of the first invoice. ii. Work with the appointed COTR/COR, or other official responsible for invoice review, and the payment office in the Requesting Agency in the case of direct fund cite, to facilitate accurate and timely review and payment to the contractor. iii. Approve or disapprove payment after consultation with the Requesting Agency. A. Pay non-disputed invoices and bill the Requesting Agency for reimbursable services. B. Return improper invoices 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. <u>Note</u>: Regardless of the funding source, the Servicing Agency CO retains the authority to stop payment when necessary.

√ Contract Administration

15. Perform contract closeout

Responsibility: Ensure that all contract requirements and administrative actions have been completed (including resolution and settlement of disputes and final payment) so that the contract files may be properly retired and archived.

a. Requesting Agency	b. Servicing Agency
i. Support contract close-out functions, to include providing appropriate funding to satisfy settlement agreements and/or claims. ii. Take appropriate actions to retrieve unexpended balances.	i. Close out contract/order upon ensuring that all contract/order requirements and administrative actions have been completed. ii. Return unused (unexpended) balance of the funds to the Requesting Agency.

√ Other Responsibilities

16. Track contract activity

Responsibility: Ensure the accurate and timely collection of data to measure results and plan for future requirements. (See, e.g., the Federal Funding Accountability and Transparency Act)

a. Requesting Agency	b. Servicing 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 code to the Servicing Agency needed for accurate reporting to FPDS.	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 FPDS; and ensure contractor is reporting required subcontracting data into the Electronic Subcontracting Reporting System (ESRS). ii. Confer with the Requesting Agency if funding agency code 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.

Appendix 2

Elements of a Model Interagency Agreement (IA) for an Assisted Acquisition

Table A. Elements in "Part A" of the IA: General terms & conditions

Element	Description	Party Required to Provide Information for the IA	Reference in Model IA
1. Purpose	Explains that the purpose of Part A is to describe the general terms and conditions governing the provision of acquisition assistance. Clarifies that fiscal obligations are not created through the execution of Part A alone.	Servicing & Requesting Agency	A.1
2. Authority	Identifies the legal authority that the servicing agency will use to conduct interagency acquisitions.	Servicing Agency	A.2
3. Part A identifier	Identifier used on relevant documents, such as funding documents, to provide acquisition assistance.	Servicing Agency	A.3
4. Scope	Identifies the organizations that may request assistance under the IA, the organizations that may provide assistance, general types of services and/or products that the requesting agency may need (e.g., information technology (IT)), and restrictions, if any (e.g., dollar limitations).	Servicing & Requesting Agency	A.4
5. Period of agreement	Identifies period during which assistance may be provided.	Servicing & Requesting Agency	A.5

Table A. Elements in "Part A" of the IA: General terms & conditions (con't.)

Element	Description	Party Required to Provide Information for the IA	Reference in Model IA
6. Roles & responsibilities	Establishes the responsibilities associated with conducting an interagency acquisition and the respective roles of the servicing agency and requesting agency in carrying out each responsibility.	Servicing & Requesting Agency	A.6
7. Billing & payment	Identifies billing and payment terms.	Servicing & Requesting Agency	A.7
8. Small business credit	Establishes that the requesting agency will receive socio-economic credit where applicable.	No information required from the parties	A.8
9. Contract termination, disputes, & protests	Describes each party's responsibilities associated with contract termination, disputes and protests.	Servicing & Requesting Agency	A.9
10. Review of Part A	Identifies the parties' commitment to review Part A at least annually for agreements that exceed one year.	No information required from the parties	A.10
11. Amendments	Describes the process for modifying the terms and conditions in Part A.	Servicing & Requesting Agency	A.11
12. Termination of IA	Describes each party's rights to terminate the IA.	Servicing & Requesting Agency	A.12
13. Interpretation of IA	Describes each party's responsibilities for addressing disputes regarding the interpretation of the IA.	Servicing & Requesting Agency	A.13
14. Signatures	Establishes that appropriate officials of each agency are held accountable to the agreed-upon terms and conditions.	Servicing & Requesting Agency	A.14

Table B. Elements in "Part B" of the IA: Requirements & Funding Information

Element	Description	Party Required to Provide Information for the IA	Reference in Model IA
1. Purpose	Explains that the purpose of Part B is to provide requirements and funding information.	Servicing Agency & Requesting Agency	B.1
2. Authority	Identifies the legal authority that the Servicing Agency is using to conduct the acquisition on behalf of the Requesting Agency.	Servicing Agency	B.2
3. Part B identifier	Provides common agreement number for identifying Part B on relevant documents.	Servicing Agency	B.3
4. General terms & conditions	Describes the terms & conditions applicable to the actions taken under Part B. Terms & conditions either should be incorporated by reference to Part A or attached.	Servicing Agency & Requesting Agency	B.4
5. Project title	Identifies the project in the Requesting Agency whose requirements are being met through the assisted acquisition.	Requesting Agency	B.5
6. Description of products or services	Describes the goods or services that will be acquired from a contractor by the Servicing Agency on behalf of the Requesting Agency. Note: The description must be specific, definite, and clear in order to demonstrate a bona fide need and support a binding agreement that can be recorded as an obligation in the fiscal year that the funds are available for obligation.	Requesting Agency	B.6

Table B. Elements in "Part B" of the IA: Requirements & Funding Information (con't.)

Element	Description	Party Required to Provide Information for the IA	Reference in Model IA
7. Projected milestone	Identifies key project and/or acquisition milestones.	Servicing & Requesting Agency	B.7
8. Payment & billing	Explains the parties' respective obligations for the payment of contractor invoices and servicing agency fees.	Servicing & Requesting Agency	B.8
9. Description of acquisition assistance	Describes the services that the Servicing Agency will provide to the Requesting Agency in connection with planning, executing, and/or managing the acquisition and/or contract oversight and close-out.	Servicing & Requesting Agency	B.9
10. Fees	Describes the fees that will be assessed by the servicing agency.	Servicing Agency	B.10
11. Obligation amount	Provides information related to the obligation of funds for specified bona fide needs.	Servicing & Requesting Agency	B.11
12. Requesting agency funding information	Provides data from the requesting agency required for the proper transfer and obligation of funds (e.g., the period for making obligations for each identified fund citation) and certification of requesting agency official.	Requesting Agency Certifying Official	B.12
13. Servicing agency funding information	Provides data from the servicing agency required for the proper transfer and obligation of funds.	Servicing Agency	B.13

Table B. Elements in "Part B" of the IA: Requirements & Funding Information (con't.)

Element	Description	Party Required to Provide Information for the IA	Reference in Model IA
14. Description of requesting agency unique restrictions	Identifies unique restrictions applicable to the requesting agency related either to the acquisition or the funding to cover the assisted acquisition.	Requesting Agency	B.14
15. Amendments	Describes the process for modifying provisions in Part B.	Servicing & Requesting Agency	B.15
16. Contact information	Identifies a main point of contact (POC) in the servicing agency and the Requesting Agency and a financial POC in each agency.	Servicing & Requesting Agency	B.16
17. Signatures	When required information has been provided, including certification by requesting agency official, signature by the requesting agency establishes that funds are legally available, that all unique procurement and funding requirements have been disclosed and internal reviews have been completed. Signature by both the requesting agency and the servicing Agency creates an obligation for the requesting agency.	Servicing Agency & Requesting Agency	B.18

Appendix 3

Model Interagency Agreement for an Assisted Acquisition

Model Interagency Agreement
PART A – General Terms & Conditions

A.1. Purpose

This Part of the IA (hereinafter "Part A") describes the terms and conditions that govern the provision of acquisition assistance between [**insert the name of agency with a requirement**], hereinafter "the Requesting Agency" and [**insert the name of agency that will provide acquisition services for the Requesting Agency**], 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.

A.2. Authority

The parties' authority to enter into this interagency agreement is (check applicable box):

☐ The Economy Act (31 U.S.C. 1535)

☐ Franchise Fund (e.g., 31 U.S.C. 501 note) or Revolving Fund (e.g., 40 U.S.C. 321)
Identify specific statutory authority _____

☐ Other (identify specific statutory authority or authorities)

_____

A.3. Part A Identifier

Insert identifier to identify Part A on relevant documents, including requirements and funding information provided through Part B or alternate documents for specific acquisitions.

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. **[insert list of organizations]** 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. **[insert list of organizations]** 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.

[insert description of services and/or products. The description for this section may be general in nature (e.g., information technology) and is not required to meet the definition of a bona fide need.]

d. Limitations

The following restrictions apply: **[describe any restrictions or indicate "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 until [**insert date**], unless amended in accordance with Section 11 or terminated in accordance with Section 12.

A.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.

[**For each main responsibility in the acquisition lifecycle, define the respective roles of the requesting agency and servicing agency**.]

A.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. **[insert description of billing and payment procedures]**

Reimbursable billings are delinquent when they are [**insert number**] or more calendar days old (from date of the billing). When billings remain delinquent over [**insert number**] 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.

A.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.

A.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.

A.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.

[insert description of metrics (e.g., the quality of each party's responsiveness; the quality of each party's overall execution of assigned responsibilities) and methods agreed upon to gather performance information (e.g., surveys, interviews, record reviews)]

A.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.

A.12. IA Termination

This IA may be terminated upon [**insert number**] 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 agree 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.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 [**insert number**] 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.14. Signatures

REQUESTING AGENCY OFFICIAL:

Signature: _____Date: _____

Name: _____

Title: _____

Agency: _____

Address: _____

Phone: _____

E-mail & fax: _____

SERVICING AGENCY OFFICIAL:

Signature: _____Date: _____

Name: _____

Title: _____

Agency: _____

Address: _____

Phone: _____

E-mail & fax:_____

Model Interagency Agreement
PART B – Requirements & Funding Information

B.1. Purpose

This Part of the IA (hereinafter "Part B") serves as the funding document. It provides specific information on the requirements of [**insert the name of agency/organization with a requirement**], hereinafter "the Requesting Agency" sufficient to demonstrate a bona fide need and identifies funds associated with the requirement to allow [**insert the name of agency/organization that will provide acquisition services for the Requesting Agency]**, hereinafter "the Servicing Agency," to provide acquisition assistance and conduct an interagency acquisition.

B.2. Authority

The parties' authority to enter into this interagency agreement is (check applicable box):

☐ The Economy Act (31 U.S.C. 1535)

☐ Franchise Fund (e.g., 31 U.S.C. 501 note) or Revolving Fund (e.g., 40 U.S.C. 321)
Identify specific statutory authority _____

☐ Other (identify specific statutory authority or authorities)

B.3. Part B Identifier

Insert common agreement number(s) to identify Part B on other documents.

B.4. General Terms & Conditions

Activities undertaken pursuant to this document are subject to the general terms and conditions set forth in Part A, [**insert identifier found in section 3 of Part A**]. Part A is located at (check applicable box):

☐ [**insert location]**

☐ Attached

B.5. Project Title

[insert name of Requesting Agency's project]

B.6. Description of Products or Services / Bona Fide Need

This section describes the goods or services that will be acquired from a contractor by the Servicing Agency on behalf of the Requesting Agency under this IA.

[The Requesting Agency shall insert a specific, definite, and clear description that demonstrates a bona fide need and supports a binding agreement that can be recorded as an obligation in the fiscal year that the funds are available for obligation. This description may, but is not required to, be in the form of a statement of work (SOW), statement of objectives (SOO), performance work statement (PWS), or other requirements document. A specific, definite, and clear description of a current need of the requesting agency that enables the servicing agency to immediately begin work on the IA is sufficient.]

If the goods and/or services to be acquired are described in an attachment, check the box below and describe the attachment.

☐ Description of goods or services is attached. **[insert brief description of attachment]**

B.7. Projected Milestones

[List key project and/or acquisition milestones as planned at time of signing of the agreement.]

B.8. Billing and Payment

The Servicing Agency will pay contractor invoices from amounts identified in section 13 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 from funds identified in section 12. See section 7 of Part A for additional terms and conditions addressing billing and payment.

B.9. Description of Acquisition Assistance

The Servicing Agency will provide the following services to the Requesting Agency.

[insert description of services that the Servicing Agency will provide to the Requesting Agency in connection with planning, executing, and/or managing the acquisition.]

B.10. Fees

Services charges will be determined as follows:

[Insert description of how the service charge is determined (e.g., Servicing Agency will provide service as described in this IA at a service charge of [insert number] percent of all amounts obligated on behalf of the Requesting Agency; or fees will be charged at an hourly rate determined on a task by task basis negotiated with the Requesting Agency.)]

B.11. Obligation Information

Servicing Agency and Requesting Agency shall complete the table below.

Common Agreement Number	**Requirement**	**Type of Requirement** (Severable Service / Non-severable service)

B.12. Requesting Agency Funding Information

The Requesting Agency's Certifying Official shall complete the table & certification

Basic appropriation symbol (Treasury account symbol)	
Amount obligated (contract costs plus assisting agency's service fee)	
Fund citation (line of accounting)	
Appropriation expiration date	
Unique restrictions on funding (if any)	
Business event type code	
Agency location code (8-digit) for IPAC	
DUNS/BPN number (Business Partner Network or BPN #)	
Funding agency code	
Funding office code	

Requesting Agency Funds Certifying Official	
I certify that the funds cited above are properly chargeable for the purposes set forth in paragraphs B. 4 and B.11 of this IA	
Signature	**Date**
Printed Name	
Title	
Office	

B.13. Servicing Agency Funding Information

The Servicing Agency shall complete the table below.

Basic appropriation symbol (Treasury account symbol)	
Fund citation (line of accounting)	
Business event type code	
Agency location code (8-digit) for IPAC	
DUNS/BPN number (Business Partner Network or BPN #)	

B.14. Description of Requesting-Agency Specific Restrictions

This section identifies unique restrictions applicable to the Requesting Agency regarding acquisition, other than funding. **[insert description e.g., the Berry Amendment]** Note: unique restrictions on funding should be identified in paragraph B. 12.

B.15. Small Business Credit

The Servicing Agency shall use the following FIPS 95-2 Code to identify the Requesting Agency in FPDS: **[the Requesting Agency should insert the lowest FIPS 95-2 Agecy/Bureau component]**. Note: If the code is not provided, the Servicing Agency will allocate the credit to the highest Requesting Agency FIPS 95-2 Code.

B.16. Amendments

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

B.17. Contact Information

Servicing Agency Contracting POC	**Requesting Agency Program Office POC**
Name	**Name**
Address	**Address**
Email	**Email**
Phone/Fax	**Phone/Fax**
Servicing Agency Financial POC	**Requesting Agency Financial POC**
Name	**Name**
Address	**Address**
Email	**Email**
Phone/Fax	**Phone/Fax**

B.18. Signatures

By signing this document, the Requesting Agency confirms that a bona fide need exists and that funds are for the designated purpose, meet time limitations, and are legally available for the acquisition described in this document; that all unique funding and procurement requirements, including all statutory and regulatory requirements applicable to the funding being provided, have been disclosed to Servicing Agency; and all internal reviews and approvals required prior to transferring funds to the Servicing Agency have been completed. The Servicing Agency's acceptance of this document creates an obligation on the part of the Requesting Agency.*

Requesting Agency Official		Servicing Agency Official	
_____ **Signature**	_____ **Date**	_____ **Signature**	_____ **Date**
_____ **Printed Name**		_____ **Printed Name**	
_____ **Title**		_____ **Title**	
_____ **Agency**		_____ **Agency**	

*** Note: if the transaction is subject to the Economy Act, a warranted contracting officer or another official designated by the agency head, must approve a Determination and Finding.**

Appendix 4

Example of a Completed Interagency Agreement for an Assisted Acquisition

This appendix provides an example of an IA that has been filled out in accordance with the guidance in this document. This example is offered for illustrative purposes only.

This agreement was developed using the model agreement in Appendix 3. Inserted materials are underlined.

The roles and responsibilities described in paragraph A. 6 of Part A were developed using the checklist in Appendix 1. Most of the inserted language is taken directly from the checklist. The *italicized words* show where the language has been modified from that in the checklist.

Interagency Agreement (with sample information)
PART A – General Terms & Conditions

A.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 Public Service, Bureau of Administrative Operations (Requesting Agency) and the Department of Acquisition (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.

A.2. Authority

The parties' authority to enter into this interagency agreement is (check applicable box):

[X] The Economy Act (31 U.S.C. 1535)

[ ] Franchise Fund (e.g., 31 U.S.C. 501 note) or Revolving Fund (e.g., 40 U.S.C. 321)
Identify specific statutory authority _____

[ ] Other (identify specific statutory authority or authorities)

_____

A.3. Part A Identifier

Document No. 1234

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.

- The Department of Public Service, Office of the Chief Information Officer
- The Department of Public Service, Financial Management Office
- The Department of Public Service, Office of General Counsel

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

- The Office of Assisted Acquisition, Washington,D.C. Branch, Department of Acquisition

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.

- Information Technology (IT) products, supplies, or equipment (for example, IT hardware or software licensing).
- Services related to Information Technology (for example, helpdesk services or IT security services).
- Other professional or administrative services (for example, consulting services).

d. Limitations

The following restrictions apply: This IA shall not be used to procure real estate leasing or construction services.

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.

A.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 (OFPP).

1. Determine needs and develop requirements document

a. Requesting Agency

i. Establish that a requirement exists.

ii. Determine that it is in the best interest of the government to pursue an assisted acquisition.

iii. Provide documentation to the Servicing Agency, which may be in the form of a statement of work (SOW), statement of objectives (SOO), or performance work statement (PWS), 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, but may be concise. A solution need not be specified in order to establish a bona fide need.

iv. 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. Prepare a funding document

a. Requesting Agency

i. Work with the Servicing Agency to prepare a funding document (Part B of the IA). Provide: (i) 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 (31 U.S.C. 1501, 1502), (ii) information on performance or delivery requirements along with projected milestones, (iii) data required for the proper transfer and obligation of funds, and (iv) 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 used in 31 U.S.C. § 3528.* The funds certifying official shall:

A. Timely execute all financial documents required for a valid funding request to show funding meets purpose, time and amount; and

B. Ensure funds are certified and legally available for the specified acquisition.

b. Servicing Agency

i. Work with the Requesting Agency to prepare a funding document (Part B of the IA).

ii. Do not accept the 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 and (iii) adequately describes a bona fide need of the Requesting Agency.

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. Develop acquisition strategy

a. Requesting Agency

i. Provide the Servicing Agency with information on project objectives, deliverables, and schedule milestones.

ii. Work with the Servicing Agency to:

A. Build on initial acquisition planning and market research that was conducted to develop 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 proposals.

b. Servicing Agency

i. Conduct market research.

ii. Depending on the size and complexity of the acquisition, establish a formal acquisition plan addressing technical, business, management and other significant considerations that will control the acquisition.

iii. Select an appropriate contract 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 contract type.

v. Provide the Requesting Agency with the opportunity to concur on the contract type as well as with the acquisition plan, when required.

4. Prepare, or finalize, statement of work (SOW) and/or specifications

a. Requesting Agency

i. Work with the Servicing Agency to ensure:

A. 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

B. suitable performance standards are established against which results may be effectively measured.

ii. For contracts or orders with award fees, work with the 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. Prepare and/or finalize SOW/SOO/PWS/specs based on requirements documents (or initial SOW/SOO/PWS/specs) provided by the Requesting Agency, 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 the opportunity to concur on SOW/SOO/PWS/specs before finalizing.

iv. For contracts or orders with award fees, develop award fee criteria that are tied to identifiable acquisition outcomes, defined in terms of cost, schedule, and performance outcomes.

5. Develop quality assurance requirements

a. Requesting Agency

i. Assist the Servicing Agency in developing the QASP, where required, including identification of the work requiring surveillance and the method of surveillance.

ii. Provide 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 SOW or QASP as part of the PWS; offerors propose QASPs in response to SOO).

iv. In preparing QA documents:

A. Consider drafts developed by the Requesting Agency.

B. If offerors are required to submit proposed QASPs, review the proposal to ensure the plan meets the government's surveillance needs.

C. Review proposed QASPs with the Requesting Agency.

v. Provide the Requesting Agency with an opportunity to concur on the QASP or QAP before finalizing.

6. 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 contracts with award or incentive fees.

ii. *COTRs must be qualified individuals with technical expertise and with appropriate acquisition training in accordance with OFPP Federal Acquisition Certification standards for COTRs. 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. 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 COTR from the Requesting Agency before contract performance begins.*

ii. If the selected contract-type involves a fee or incentive, appoint a fee determination official before contract performance begins.

7. 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 the 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 multiple award contracts and exceptions recognized under FAR Subpart 8.4 for Multiple Award Schedule 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 Servicing Agency.

ii. Seek competition unless an exception is justified.

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. 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 contract/order as necessary to comply with the statutes, regulations and directives that are unique to the Requesting Agency (e.g., funding restrictions).

ii. Provide information and timely clearance on security requirements applicable to 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 contract clauses addressing customer-unique laws and policies.

9. Ensure price reasonableness

a. Requesting Agency

i. Provide input to Servicing Agency to assist in determination of whether proposed contract 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, if one was prepared.

10. Conduct source evaluation and make award

a. Requesting Agency

i. Provide necessary resources for technical evaluation of proposals or quotes and participation in activities that require technical expertise.

A. Attend oral presentation and technical evaluation discussions.

B. Conduct or assist with technical evaluations of proposals.

ii. Review the evaluation plan and generally 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 proposals are evaluated based solely on the factors and subfactors in the solicitation.

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. Conduct inspection, acceptance, and surveillance

a. Requesting Agency

i. Ensure deliverables are received and quality is acceptable. Inspect work for compliance with contract requirements. Within 30 days of receipt, or another period as specified in the contract, promptly reject work that does not comply with contract requirements, or accept work that meets the terms of the contract or order, and immediately notify the Servicing Agency's CO.

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. Advise the Servicing Agency's CO immediately of any circumstances that affect performance by the contractor, including failures to comply with technical requirements of the contract 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 the Requesting Agency, as necessary, to identify respective roles for other applicable contract administration responsibilities identified in FAR 42.302.

iv. Take appropriate and timely actions to address performance problems. Typically, problems will be identified by the COTR.

12. Determine when contract modifications are required

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 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 an appointment by the Servicing Agency's CO.

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 order or contract remain within the overall scope of the contract or order.

iii. Work with Requesting Agency to develop funding document (i.e, Part B of IA), or addendum to existing funding document, to cover contract modification.

13. Prepare contractor performance evaluations

a. Requesting Agency

i. Track, measure, and report to the Servicing Agency CO on the performance of the contractor.

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 Past Performance Information Retrieval System (PPIRS).

14. Review and approve invoices and make payment

a. Requesting Agency

i. Review the invoice and advise the Servicing Agency CO whether to approve or disapprove payment.

b. Servicing Agency

i. Ensure the contract/order 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, or *Receiving Official* responsible for invoice review, to facilitate accurate and timely review and payment to the contractor.

iii. Approve or disapprove payment after consultation with the Requesting Agency. Regardless of the funding source, the Servicing Agency CO retains the authority to stop payment when necessary.

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.

15. Perform contract closeout

a. Requesting Agency

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

ii. Take appropriate actions to retrieve unexpended balances.

b. Servicing Agency

i. Close out contract/order upon ensuring that all contract/order requirements and administrative actions have been completed.

ii. Return unused balance of the funds to the Requesting Agency.

16. 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 code 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 FPDS; report contractor performance assessments in PPIRS [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 code 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. Billing & Payment

a. Procedures

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 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.

b. Service charge

The Servicing Agency shall earn a service charge upon the execution of any contract action under this IA in the amount of three (3) percent of the total funds obligated under that contract action, in consideration of acquisition services rendered by the Servicing Agency on behalf of the Requesting Agency.

c. Prompt payment Interest

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.

A.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 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.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.

A.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.

A.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.

A.12. IA 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.

A.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 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.14. Signatures

REQUESTING AGENCY OFFICIAL:

Signature: *John Doe*_____ Date: __1/10/08_

Name: ___John Doe_____

Title: ____Director, Bureau of Administrative Operations_____

Agency: __The Department of Public Service_____

Address: _1234 Main Street, Washington, D.C._____

Phone: ___555-123-4567_____

E-mail & fax: john.doe@dps.gov_555-123-5555_____

SERVICING AGENCY OFFICIAL:

Signature: _*Jane Smith*_____ Date: _1/10/08_

Name: ____Jane Smith_____

Title: _____Director, Office of Assisted Acquisition_____

Agency: ___The Department of Acquisition_____

Address: ___135 First Avenue, Washington, D.C._____

Phone: ___555-321-9876_____

E-mail & fax: _jane.smith@doa.gov 555-321-5555 _____

Interagency Agreement (with sample information)
PART B – Requirements & Funding Information

B.1. Purpose

This Part of the IA (hereinafter "Part B") serves as the funding document. It provides specific information on the requirements of The Department of Public Service, Office of the Chief Information Officer (Requesting Agency), sufficient to demonstrate a bona fide need and identifies funds associated with the requirement to allow The Department of Acquisition, Office of Assisted Acquisition, Washington D.C. Branch (the Servicing Agency), to provide acquisition assistance and conduct an interagency acquisition.

B.2. Authority

The parties' authority to enter into this interagency agreement is (check applicable box):

[X] The Economy Act (31 U.S.C. 1535)

[ ] Franchise Fund (e.g., 31 U.S.C. 501 note) or Revolving Fund (e.g., 40 U.S.C. 321)
Identify specific statutory authority _____

[ ] Other (identify specific statutory authority or authorities)

_____

B.3. Part B Identifier

Insert common agreement number(s) to identify Part B on other documents.

Document Number: ABCD

B.4. General Terms & Conditions

Activities undertaken pursuant to this document are subject to the general terms and conditions set forth in Part A, Document Number 1234. Part A is located at (check applicable box):

[ ] **[insert location]**

[X] Attached

B.5. Project Title

Tier 1 and Tier 2 Helpdesk Support Services for the Department of Public Service

B.6. Description of Products or Services / Bona Fide Need

This section describes the goods or services that will be acquired from a contractor by the Servicing Agency on behalf of the Requesting Agency under this IA.

Funds in the amount of $416,000 are obligated for the purpose of acquiring Tier 1 and Tier 2 Helpdesk Support Services for up to 500 seats of the Department of Public Service's Mid-Atlantic Regional Offices (Region 1). Support shall include, at a minimum, 24/7 access to phone support services and on-site support in each of the building(s) occupied by Region 1 employees and contractors during business hours 8:00 a.m. - 5:00 p.m. M-F. Support will be provided for the Department's financial and contract writing systems, which currently use Brand ABC Operating System. This acquisition shall be a performance-based services acquisition, and the resulting contract award shall have an estimated period of performance of one year plus four option years.

If the goods and/or services to be acquired are described in an attachment, check the box below and describe the attachment.

☐ Description of goods or services is attached. **[insert brief description of attachment]**

B.7. Projected Milestones

Event	**Projected Date**
IA Fully Executed	2/1/2008
Requirements Documents Finalized	2/28/2008
Solicitation Issued	3/14/2008
Award Date	6/30/2008
Delivery Date or Period of Performance	7/15/2008 – 7/14/2009 (Base Period) Plus four 12-month option periods

B.8. Billing and Payment

The Servicing Agency will pay contractor invoices from amounts identified in section 13 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 from funds identified in section 13. See section 7 of Part A for additional terms and conditions addressing billing and payment.

B.9. Description of Acquisition Assistance

The Servicing Agency will provide the following services to the Requesting Agency.

The Servicing Agency will provide cradle-to-grave acquisition support services to the Requesting Agency. These services shall include preparing a solicitation, conducting a competition, including evaluation of offers and source selection, and invoice processing and payment. The Servicing Agency's specific roles and responsibilities are delineated in Section A.6 along with the associated roles and responsibilities of the Requesting Agency.

B.10. Fees

Services charges will be determined as follows:

The Servicing Agency shall earn a service charge upon the execution of any contract action under this IA in the amount of 4% of the total funds obligated under that contract action, in consideration of acquisition services rendered by the Servicing Agency on behalf of the Requesting Agency.

B.11. Obligation Information

Servicing Agency and Requesting Agency shall complete the table below.

Common Agreement Number	**Requirement**	**Type of Requirement** (Product / Severable Service / Non-severable service)
1234	Helpdesk Support Services	Severable Service

B.12. Requesting Agency Funding Information

The Requesting Agency's Certifying Official shall complete the table & certification

Basic appropriation symbol (Treasury account symbol)	1481234
Amount obligated (contract costs plus assisting agency's service fee)	$416,000
Fund citation (line of accounting)	09 0441A2212R 01113-0001-0000-0000 OFMD-3030-0020-01000-0000 DDA-001 2610*
Appropriation expiration date	9/30/2008
Unique restrictions on funding (if any)	None
Business event type code	DISB**
Agency location code (8-digit) for IPAC	14-12-3456
DUNS/BPN number (Business Partner Network or BPN #)	123456789
Funding agency code	1400
Funding office code	1425

Requesting Agency Funds Certifying Official	
I certify that the funds cited above are properly chargeable for the purposes set forth in paragraphs B. 4 and B.11 of this IA	
Albert Smart **Signature**	1/30/08 **Date**
Printed Name Albert Smart	
Title Accountant / Budget Officer	
Office Office of Finance & Budget	

**Note: Valid BETC codes can be found at http://www.fms.treas.gov/gwa/factsheet betc.html.

B.13. Servicing Agency Funding Information

The Servicing Agency shall complete the table below.

Basic appropriation symbol (Treasury account symbol)	10X1234
Fund citation (line of accounting)	09 1222447890 7744-3322-1399-4370 4120-0001-0000-0000-0000 2610*
Business event type code	COLL
Agency location code (8-digit) for IPAC	10-01-5678
DUNS/BPN number (Business Partner Network or BPN #)	987654321

*Note: A line of accounting can vary between agencies. The Common Government-wide Accounting Classification (CGAC) standardizes the data elements Government-wide. However, agencies have the flexibility in the sequencing of those data elements, the values for the data elements and the addition of optional or agency-specific data elements. See www.FSIO.gov for further guidance.

B.14. Description of Requesting-Agency Specific Restrictions

This section identifies unique restrictions applicable to the Requesting Agency regarding acquisition, other than funding. **Note**: unique restrictions on funding should be identified in paragraph B. 12.

There are no unique restrictions.

B.15. Small Business Credit

The Servicing Agency shall use the following FIPS 95-2 Code to identify the Requesting Agency in FPDS: 12345

.

B.16. Amendments

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

B.17. Contact Information

Servicing Agency Contracting POC	**Requesting Agency Program Office POC**
Jim Green	Mary White
123 Agency Avenue, Suite 4000 Washington, DC	789 Government Drive Arlington, VA
jim.green@doa.gov	mary.white@dps.gov
202-555-1234 (p) 202-555-6666 (f)	703-555-4321 (p) 703-555-8888 (f)
Servicing Agency Financial POC	**Requesting Agency Financial POC**
Ted Money	Linda Good
123 Agency Avenue, Suite 4000 Washington, DC	789 Government Drive Arlington, VA
ted.money@doa.gov	linda.good@dps.gov
202-555-5678 (p) 202-555-7777 (f)	703-555-8765 (p) 703-555-9999 (f)
Individual proposed to serve as COTR	
Gene Wright	
789 Government Way, Suite 100 Washington, DC 20000	
Gene.wright@dob.gov	
202-111-4444 (phone) / 202-111-2222 (fax)	

B.17. Signatures

By signing this document, the Requesting Agency confirms that a bona fide need exists and that funds are for the designated purpose, meet time limitations, and are legally available for the acquisition described in this document; that all unique funding and procurement requirements, including all statutory and regulatory requirements applicable to the funding being provided, have been disclosed to Servicing Agency; and all internal reviews and approvals required prior to transferring funds to the Servicing Agency have been completed. The Servicing Agency's acceptance of this document creates an obligation on the part of the Requesting Agency.*

Requesting Agency Official		Servicing Agency Official	
Mark Spotless **Signature**	2/1/08 **Date**	*Amy Brown* **Signature**	**2/1/08** **Date**
Mark Spotless **Printed Name**		Amy Brown **Printed Name**	
Deputy Chief Information Officer **Title**		Manager, DC Branch, Office of Assisted Acquisition **Title**	
Department of Public Service **Agency**		Department of Acquisition **Agency**	

*** Note: if the transaction is subject to the Economy Act, a warranted contracting officer or another official designated by the agency head, must approve a Determination and Finding** [not shown in this model].

INTERAGENCY AGREEMENT	1. IAA NO. DE-XZ-0009560	PAGE 1 OF 1

2. ORDER NO.	3. REQUISITION NO.	4. SOLICITATION NO.

5. EFFECTIVE DATE	6. AWARD DATE	7. PERIOD OF PERFORMANCE
06/15/2010	06/15/2010	

8. SERVICING AGENCY	9. DELIVER TO
ALC: DUNS: +4: POC TELEPHONE NO.	

10. REQUESTING AGENCY	11. INVOICE OFFICE
ALC: DUNS: +4: POC TELEPHONE NO.	

12. ISSUING OFFICE	13. LEGISLATIVE AUTHORITY
	14. PROJECT ID
	15. PROJECT TITLE

16. ACCOUNTING DATA
See Schedule

17. ITEM NO.	18. SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT

23. PAYMENT PROVISIONS	24. TOTAL AMOUNT
	$0.00

25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)		26a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING)	
25b. NAME AND TITLE	25c. DATE	26b. CONTRACTING OFFICER	26c. DATE

Interagency Agreement (IA)
Part A - General Terms and Conditions

Prescription:

Part A: When DOE is the Requesting Agency for an Interagency Agreement (IA), the DOE Contracting Officer will complete IA Part A, General Terms and Conditions. It will be necessary for the Contracting Officer to coordinate with the program office and the Servicing Agency for completion of IA Part A.

Part B: When the Program Office prepares and submits the requisition, the Program Office will prepare Part B with the assistance of the Servicing Agency and the Contracting Officer, as needed. Part B will be an attachment to the requisition. The DOE Contracting Officer and the DOE Budget Office will review IA Part B, Requirements and Funding Information, for accuracy and completeness.

A.1. Purpose

This Part of the IA (hereinafter "Part A") describes the terms and conditions that govern the provision of acquisition assistance between [*insert the name of agency with a requirement*], hereinafter "the Requesting Agency" and [*insert the name of agency that will provide acquisition services for the Department of Energy*], 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.

A.2. Authority

Prescription: The Servicing Agency to identify the legal authority to be used.

The parties' authority to enter into this interagency agreement is (check applicable box):

[ ] The Economy Act (31 U.S.C. 1535)

[ ] Franchise Fund (e.g., 31 U.S.C. 501 note) or Revolving Fund (e.g., 40 U.S.C. 321)
[*insert specific statutory authority*] _____

[ ] Other [*insert specific statutory authority or authorities*]

A.3. Part A Identifier

Prescription: The Requesting Agency and the Servicing Agency will agree to the identifier(s) that will be used for the IA and on all relevant documents, including requirements and funding information provided through Part B or alternate documents for a specific acquisition.

[*Identifiers.]*

A.4. Scope

a. The following organizations in the Department of Energy are authorized to obtain assistance from the Servicing Agency. [*Insert list of organizations*] Note: The organization identified in Section B.1 of Part B must be listed in this section.

b. The organizations in the Servicing Agency are authorized to provide assistance to the Department of Energy. [*Insert list of organizations*] Note: The organization identified in Section B.1 of Part B must be

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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 Section B.6 of Part B must fall within the scope of products or services described below.

[*Insert description of services and/or products. The description for this section may be general in nature (e.g., information technology) and is not required to meet the definition of a bona fide need.*]

d. The following DOE terms, conditions, requirements or restrictions apply: [*describe any DOE terms, conditions, requirements , restrictions or indicate 'None'. Include applicable intellectual property rights provisions.*]

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 until [*insert date*], unless amended in accordance with Section A.11 or terminated in accordance with Section A.12.

A.6. Roles & Responsibilities of Servicing Agency & Department of Energy

Prescription: Both Agencies to agree and define for each main responsibility in the acquisition lifecycle, the respective roles of the requesting agency and servicing 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, June 2008, issued by the Office of Federal Procurement Policy, Office of Management and Budget (OMB).

[*For each main responsibility in the acquisition lifecycle, define the respective roles of the requesting agency and servicing agency.*]

A.7. Billing & Payment

Prescription: Both Agencies will mutually agree to the reimbursement method for products and/or services to the Servicing Agency, i.e., Intra-Governmental Payment and Collection (IPAC) System or another mutually agreeable alternative. When using IPAC, the DOE obligating number will serve as the common agreement number.

The Department of Energy (DOE) 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 DOE obligating document number should be included on all documentation related to the agreement. The DOE obligating number will serve as the common agreement number.

The Department of Energy's preferred method for reimbursing the Servicing Agency is via the Intra-Governmental Payment and Collection (IPAC) System. When the reimbursement for products and/or services furnished under this agreement will be effected by means of IPAC, the Servicing Agency shall provide the Department of Energy with the appropriate instructions for transmitting the Agency Location Code (ALC), Treasury Account Symbol (TAS), Business Event Type Code (BETC), Business Partner Network (BPN) number (usually the Data Universal Numbering System (DUNS) number), Line of Accounting (LOA), points of contact, and other information identified in Part B of this IA.

If IPAC is not a satisfactory billing method, a mutually agreeable alternative should be negotiated before acceptance of this agreement and documented in Part B whether IPAC or alternative will be used.

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Questions regarding payment should be directed to:

U.S. Department of Energy
PO Box 500
Germantown, MD 20875
Attn: [*insert name*]

Phone: [*insert phone number (xxx) xxx-xxxx*]
Email: [*insert email address for name shown above*]

Reimbursable billings are delinquent when they are [*insert number*] or more calendar days old (from date of the billing). When billings remain delinquent over [*insert number*] calendar days and the Department of Energy 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 Department of Energy 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.

A.8. Small Business Credit

Any contract actions executed by the Servicing Agency on behalf of the Department of Energy 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.

A.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 Department of Energy shall be responsible for all costs associated with termination, disputes, and protests, including settlement costs, except that the Department of Energy 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 Department of Energy 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.

A.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 A.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.

[*Insert description of metrics (e.g., the quality of each party's responsiveness; the quality of each party's overall execution of assigned responsibilities) and methods agreed upon to gather performance information (e.g., surveys, interviews, record reviews)*]

A.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 Department of Energy.

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A.12. IA 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 Department of Energy failure to give the requisite notice of its intent to terminate the IA, the Department of Energy 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.13. Interpretation of IA

If the Servicing Agency and Department of Energy 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 thirty (30) 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 (CFO) with a recommendation that the parties submit the dispute to the CFOs Council's 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.14. Signatures

DEPARTMENT OF ENERGY OFFICIAL:

Signature: [*Signature*] Date: [*Date*]

Name: [*Name*]

Title: [*Title*]

Agency: [*Agency*]

Address: [*Address*]

Phone: [*Phone*]

E-mail & fax: [*Email and Fax Number*]

SERVICING AGENCY OFFICIAL:

Signature: _____ Date: _____
(FedConnect response to the Department of Energy constitutes signature.)

Name: [*Name*]

Title: [*Title*]

Agency: [*Agency*]

Address: [*Address*]

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Phone: [*Phone*]

E-mail & fax: [*Email and Fax Number*]

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Part B - Requirements & Funding Information

PART B - Requirements & Funding Information 2

PART B - Requirements & Funding Information

B.1. Purpose
This Part of the IA (hereinafter 'Part B') serves as the funding document. It provides specific information on the requirements of the Department of Energy, hereinafter 'the Requesting Agency' sufficient to demonstrate a bona fide need and identifies funds associated with the requirement to allow [insert the name of agency/organization that will provide acquisition services for the Department of Energy], hereinafter 'the Servicing Agency,' to provide acquisition assistance and conduct an interagency acquisition.

B.2. Authority
The parties' authority to enter into this interagency agreement is (check applicable box):

[ ] The Economy Act (31 U.S.C. 1535)

[X] Other (identify specific statutory authority or authorities)

B.3. Part B Identifier
DE-IA-xxxxxxx-000-000

B.4. General Terms & Conditions
Activities undertaken pursuant to this document are subject to the general terms and conditions set forth in Part A, [insert identifier found in section 3 of Part A]. Part A is located at (check applicable box):

[ ] [insert location]

[X] Attached

B.5. Project Title
Geologic Assistance @ Yucca Mountain

B.6. Description of Products or Services / Bona Fide Need
This section describes the goods or services that will be acquired from a contractor by the Servicing Agency on behalf of the Department of Energy under this IA.

[The Department of Energy shall insert a specific, definite, and clear description that demonstrates a bona fide need and supports a binding agreement that can be recorded as an obligation in the fiscal year that the funds are available for obligation. This description may, but is not required to, be in the form of a statement of work (SOW), statement of objectives (SOO), performance work statement (PWS), or other requirements document. A specific, definite, and clear description of a current need of the requesting agency that enables the servicing agency to immediately begin work on the IA is sufficient.

If the goods and/or services to be acquired are described in an attachment, check the box below and describe the attachment.

Description of goods or services is attached. [insert brief description of attachment]

B.7. Projected Milestones

B.8. Billing and Payment
The Servicing Agency will pay contractor invoices from amounts identified in section 13 on a reimbursable basis. The Servicing Agency will present an itemized statement to the Department of Energy for reimbursement of incurred contract costs and assisted services support costs. The Department of Energy will pay reimbursable billings to the Servicing Agency from funds identified in section 13. See section 7 of Part A for additional terms and conditions addressing billing and payment.

B.9. Description of Acquisition Assistance
The Servicing Agency will provide the following services to the Department of Energy.

[insert description of services that the Servicing Agency will provide to the Requesting Agency in connection with planning, executing, and/or managing the acquisition.]

B.10. Fees
Services charges will be determined as follows:

NONE

B.11. Obligation Amount
Servicing Agency and Department of Energy shall complete the table below.

Common Agreement Number -
Requirement -
Type of Requirement (Product / Severable Service / Non-severable service) -
Fund citation (line of accounting) -
Appropriation expiration date -
Amount obligated (contract costs plus assisting agency's service costs) -

B.12. Requesting Agency Funding Information
The Department of Energy's Certifying Official shall complete the table & certification

Basic appropriation symbol (Treasury account symbol) -
Fund citation (line of accounting) -
Fiscal year fund appropriated -
Appropriation expiration date -
Other funding limitations -
Type of funds (e.g., one-year, no-year) -
Agency location code -
Federal agency code -
Funding agency code -
Funding office code -
Trading Partner Number -
DUNS/BPN number (Business Partner Network or BPN #) -

Department of Energy Funds Certifying Official

_____
Signature

_____
Date -

Printed Name -

Title -

B.13. Servicing Agency Funding Information
The Servicing Agency shall complete the table below.

DUNS/BPN number -
Location Code -
Basic Appropriation Symbol -

Trading Partner Number -
Receiving Account Number -

B.14. Description of Requesting-Agency Unique Restrictions
This section identifies unique restrictions applicable to the Department of Energy regarding acquisition or the funding being provided. [insert description]

B.15. Amendments
Any amendments to the terms and conditions in Part B shall be made in writing and signed by both the Servicing Agency and the Requesting Agency.

B.16. Contact Information
Servicing Agency Contracting POC
Name -
Address -
Email -
Phone -
Fax -
Servicing Agency Financial POC -
Name -
Address -
Email -
Phone -
Fax -

Department of Energy Program Office POC
Name -
Address -
Email -
Phone -
Fax -
Department of Energy Financial POC -
Name -
Address -
Email -
Phone -
Fax -

B.17. Signatures
By signing this document, the Department of Energy confirms that a bona fide need exists and that funds are for the designated purpose, meet time limitations, and are legally available for the acquisition described in this document; that all unique funding and procurement requirements, including all statutory and regulatory requirements applicable to the funding being provided, have been disclosed to Servicing Agency; and all internal reviews and approvals required prior to transferring funds to the Servicing Agency have been completed. The Servicing Agency's acceptance of this document creates an obligation on the part of the Department of Energy.

Department of Energy Official

_____
Signature

_____

Date

_____
Printed Name

_____
Title

_____
Agency

Servicing Agency Official

_____
Signature

_____
Date

_____
Printed Name

_____
Title

_____
Agency

* Note: if the transaction is subject to the Economy Act, a warranted contracting officer or another official designated by the agency head, must approve a Determination and Finding.

Interagency Acquisitions –
Section 865 NDAA FY 2009 – Preventing Abuse of Interagency Contracts
FAC 2005-47 published the interim rule for FAR case 2008-032 – Preventing Abuse of Interagency Contracts effective December 13, 2010.
Changes to FAR 17.5

Summary of Section 865 – Preventing Abuse of Interagency Contracts (Pub. L. 110-417)

- Broadens scope of coverage to address all Interagency Acquisitions - 865 (b)(1)
  - FAR exception does not apply to orders of $500,000 or less issued against Federal Supply Schedules - FAR 17.500
- Written agreement for contract administration – 865 (b)(1)(A)
  - FAR requires written agreement for assisted acquisitions only - FAR 17.502-1(b)
- Best procurement alternative determination – 865 (b)(1)(B)
  - FAR implementation describes this determination as "determination of best procurement approach" - FAR 17.502-1(a)
- Sufficient documentation for adequate audit – 865 (b)(1)(C) – FAR 17.502-1(b)(1)(ii)
- Business case analysis for multi-agency contracts for Economy Act – 865 (b)(2) – FAR 17.502-2(d)
- Agency reporting requirement by the senior procurement executive to Office of Management and Budget (OMB) – 865 (c) – FAR 17.504

Other Than Economy Act
FAR 17.5 through 17.504, except 17.502-2

- Apply Section 865, except business case analysis for multi-agency contracts, for all interagency acquisitions – see summary above for FAR cites for determination of best procurement approach, written agreement for contract administration, and documentation.
- Applies to all orders over $500,000 – FAR 8.404(b)(2) & 17.500(b)
- Use ordering procedures – description, delivery, funds, payment provisions, acquisition authority – FAR 17.503
- Agree to procedures for resolution of disagreements between agencies – FAR 17.503
- Servicing agency will execute any needed J&A or D&F and comply with legal or regulatory requirements applicable to the contract award – FAR 17.503
- Use of FFRDC* by a nonsponsoring agency is permitted if terms of FFRDC's sponsoring agency permits it. (*Federally Funded Research and Development Center) – FAR 17.503

Economy Act
FAR 17.5 through 17.504

- Apply Section 865 to include business case analysis for multi-agency contracts – see summary above for FAR cites for determination of best procurement approach, written agreement for contract administration, documentation and business case analysis. (OMB will develop additional guidance on the use of business cases.)
- Applies to all orders over $500,000 – FAR 8.404(b)(2) & 17.500(b)
- Requesting agency will prepare D&F for use of Economy Act – provide copy to servicing agency – FAR 17.502-2(c)
- Use ordering procedures – description, delivery, funds, payment provisions [special payment provisions under Economy Act, FAR 17.502-2(e)], acquisition authority – FAR 17.503
- Agree to procedures for resolution of disagreements between agencies – FAR 17.503
- Servicing agency will execute any needed J&A or D&F and comply with legal or regulatory requirements applicable to the contract award – FAR 17.503
- Use of FFRDC* by a nonsponsoring agency is permitted if terms of FFRDC's sponsoring agency permits it – FAR 17.503