

STRIPES TEMPLATE

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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