

<b>INTERAGENCY AGREEMENT</b>		1. IAA NO. DE-XZ-0009560		PAGE 1 OF 1			
2. ORDER NO.		3. REQUISITION NO.		4. SOLICITATION NO.			
5. EFFECTIVE DATE 06/15/2010		6. AWARD DATE 06/15/2010		7. PERIOD OF PERFORMANCE			
8. SERVICING AGENCY  ALC: DUNS: +4:  POC TELEPHONE NO.			9. DELIVER TO				
10. REQUESTING AGENCY  ALC: DUNS: +4:  POC TELEPHONE NO.			11. INVOICE OFFICE				
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		

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## 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*]

DRAFT

**Part B - Requirements & Funding Information**

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## 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)

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]

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

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Signature

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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.