

# The Special Order Program:

## Interagency Agreement – MIPRs (Any Value) or Requisitions (\$150,000+)

### PART A – General Terms and Conditions

#### A.1. Purpose

This part (hereinafter Part A) of the Interagency Agreement (IA) 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 GSA/FAS/GSS/\_\_\_\_\_, 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 and 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:

**Revolving Fund (40 USC § 321)**

Identify specific statutory authority: The Servicing Agency's authority for this IA is derived from 40 U.S.C §§ 501 – 502 of the Property Act (for personal property), and/or the Acquisition Services Fund, 40 USC § 321. These statutory authorities are independent of the Economy Act; therefore, the Economy Act does not apply to this agreement.

#### A.3. Scope

- a. Organization authorized to request acquisition assistance: the Requesting Agency
- b. Organization authorized to provide acquisition assistance: GSA/FAS/GSS/\_\_\_\_\_
- c. Types of products or services that may be acquired: See Section B-6

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

- d. Limitations

The following restrictions apply [Describe any restrictions or indicate “None.”]:

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#### A.4. 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], or upon the completion of MIPR/Requisition/Funding Document No. \_\_\_\_\_, whichever is later, unless amended in accordance with Section 11 or terminated in accordance with Section 12.

#### A.5. Roles and Responsibilities of Servicing Agency and Requesting Agency

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

##### Servicing Agency Roles and Responsibilities:

- Support the Requesting Agency in defining requirements, key project objectives, unique project requirements and performance expectations.
- Assist in the development of a project description that is sufficiently complete, given the particular nature of the acquisition, to meet the requirements of 31 U.S.C § 1501(a)(1) (B).
- Conduct market research, develop and implement acquisition strategy responsive to program/project requirements, and assist in the development of a Statement of Work (SOW) or Statement of Objective (SOO), as applicable.

- Conduct acquisition planning.
- Ensure that projects in excess of the simplified acquisition threshold show evidence of market research and acquisition planning.
- Evaluate the SOW, SOO, or item descriptions and make recommendations to enhance the acquisition process.
- Manage all phases of the requirement/project lifecycle from requirement development to contract closeout.
- Consider appropriate sources including Federal Supply Schedules, other existing governmentwide contracts, or open market to ensure full competition and the best value for the government.
- Develop, award and administer Federal Acquisition Regulation (FAR) compliant contracts. Comply with competition and fair opportunity requirements. For DOD agencies, comply with the DFARS subsections 208.405-70 and/or 216.505-70, for orders placed by non-DOD agencies on behalf of DOD if the Requesting Agency is a military department of DOD agency.
- Respond promptly to each inquiry concerning the process and project status, and maintain a professional, courteous relationship with the Requesting Agency.
- Exercise best efforts, based on information provided by the ordering-agency personnel, to assist them in fulfilling their duty to comply with the bona fide needs rule of 31 U.S.C § 1502 by ensuring that:
  1. Funds are managed correctly according to the Requesting Agency guidance;
  2. Transactions are reported accurately and in a timely fashion; and
  3. Controls are implemented and exercised to ensure compliance with all applicable fiscal laws, statutes and regulations.
- Resolve contractual problems or issues, and if necessary adjudicate disputes with the contractor from decisions made by Servicing Agency personnel.
- Provide legal support and representation for contract disputes, claims and bid protests that arise from decisions by Servicing Agency personnel.
- Maintain accurate records and files from project initiation through contract closeout.
- Enforce contractual terms and conditions to ensure the timely delivery of goods and services.
- Pay non-disputed invoices for goods and services that flow through the Servicing Agency revolving fund and bill the Requesting Agency for reimbursable services.
- Track project status and accrual of costs under the project.
- Track and report quality of past performance as required under the applicable contract vehicle.

- Return excess funds, as necessary.
- When applicable, close out the contract action and Interagency Agreement.
- Be a good steward of the Requesting Agency's funds and use these funds in compliance with the requirements of fiscal law.

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

- Apprise the Servicing Agency of all terms, conditions, and requirements to be incorporated into the contract as necessary to comply with the statutes, regulations and directives that are unique to the Requesting Agency's department or agency.
- Assign a financial point of contact who will sign or obtain the appropriate agency signature on the funding documents.
- Ensure that this IA is signed by the official(s) authorized to sign interagency agreements.
- Comply fully with applicable procurement regulations and policies in all matters related to this IA.
- Identify and document its requirements for submission to the Servicing Agency at the time of funding.
- Provide full funding for costs described in Part B, for all products and services ordered.
- Provide information on security requirements for the IA and subsequent contractor orders.
- Provide all necessary resources for technical evaluation of contractor proposals, discussions and oral presentations.
- Coordinate with the Requesting Agency's security office to ensure Servicing Agency and contractor clearances are on file and appropriate for the effort.
- Track, measure and evaluate contractor performance and report to the Servicing Agency POC or contracting officer on a regular basis, as appropriate.
- Do not authorize work, change any contractual documents, modify the authorized scope of work, authorize accrual of costs or otherwise provide direction to contractors except as expressly authorized in the delegation by a Servicing Agency Contracting Officer.
- Advise the Servicing Agency immediately of any problems or changed conditions that affect performance by the contractor.
- Receive, inspect, and then either reject or accept the services and/or commodities within 30 days of receipt, unless a shorter or longer period is permitted under the applicable contractual relationship with the contractor, and forward a receiving report to the Servicing Agency project manager.

**Note: It is critical that the Requesting Agency properly carries out its responsibility to ensure deliverables are received and the quality is acceptable. The Servicing Agency encourages site visits, actual inspections, and close review of all deliverables to ensure that the government receives the value for which it contracted.**

- Identify any unique terms, conditions or requirements that must be incorporated into subsequent orders or contracts.
- Execute all responsibilities in a timely fashion so that all provisions of the Prompt Payment Act can be met.
- Support contract closeout functions, to include providing appropriate funding for Servicing Agency assisted services fees and to satisfy settlement agreements and claims, and by accepting any excess funds returned by the Servicing Agency.
- Be a good steward of the agency's funds and use these funds in compliance with the requirements of fiscal law.
- For each requirement submitted under this IA, designate and provide the contact information for the individual to be appointed Contracting Officer's Technical Representative (COTR) or Contracting Officer's Representative (COR).
- Ensure that the nominated personnel obtain the necessary training for COTR or COR appointment before award is made and maintain COTR/COR eligibility.
- Immediately notify the Servicing Agency Point of Contact (POC) with the name and contact information of the new responsible individual whenever responsibility for this acquisition has been transferred to another individual COTR/COR.

*Additional DOD-specific Requesting Agency Responsibilities (to be included for DOD IAs – otherwise delete):*

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**Additional requirements when the Requesting Agency is within the DOD are:**

- Follow the guidelines outlined for proper use of Interagency Agreements with non-Department of Defense entities under authorities other than the Economy Act.
- Ensure that for orders greater than the simplified acquisition threshold the requesting official provide:
  - Evidence of market research and planning;
  - A Statement of Work that is specific, definite and certain, both as to the work encompassed by the order and the terms of the order itself; and
  - Unique terms, conditions, requirements to comply with applicable DOD-unique statutes, regulations, directives and other requirements.

- Ensure that a DOD-warranted Contracting Officer Review is conducted for all non-Economy Act orders greater than \$500,000 prior to sending the order to the funds certifier or issuing the MIPR/Requisition to GSA.
- Review the acquisition package to ensure compliance with FAR part 7, and the DOD components' procedures.
- Assign a financial point of contact who:
  - In the case of DOD, is a "certifying official," as that term is defined at 10 U.S.C. § 2773a(d), to execute all financial documents and certify the legality of the use of the funds for the specified acquisition per DOD Financial Management Regulation 7000.14-R, volume 5, chapter 33;
  - Will sign or obtain the appropriate agency signature on the funding documents.
- The DOD certifying official must certify that the funds cited on the order are available, meet time limitations, and are for the purpose designated by the appropriation.

**A.6. Billing and Payment**

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

The Servicing Agency will pay all contractor charges on a reimbursable basis. The Servicing Agency will then bill the Requesting Agency via interagency funding transfers using the client agency provided requisition number/document number.

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

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

**A.7. Small Business Credit**

Requesting Agency can claim any small business credit for actions taken under this agreement. The Servicing Agency will not be responsible for allocation of credit earned.

### **A.8. 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.9. 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.10. 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.11. IA Termination**

This IA may be terminated upon 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.12. Interpretation of IA**

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

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

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## **PART B – Requirements and Funding Information**

### **B.1. Purpose**

This part of the IA (hereinafter "Part B") supplements the funding document received. It provides specific information on the requirements of the Requesting Agency sufficient to demonstrate a bona fide need and identifies funds associated with the requirement to allow the Servicing Agency GSA/FAS/GSS/\_\_\_\_\_, to provide acquisition assistance and conduct an interagency acquisition.

### **B.2. Authority**

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

#### **Revolving Fund (40 USC § 321)**

Identify specific statutory authority: The Servicing Agency's authority for this IA is derived from 40 U.S.C §§ 501 – 502 of the Property Act (for personal property), and/or the Acquisition Services Fund, 40 USC § 321. These statutory authorities are independent of the Economy Act; therefore, the Economy Act does not apply to this agreement.

### **B.3. Part B Identifier**

MIPR/Requisition/Funding Document Number and amount of funds obligated:

**B.4. General Terms and Conditions**

Activities undertaken pursuant to this document are subject to the general terms and conditions set forth in Part A, above.

**B.5. 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.

*[Include 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.]*

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

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**B.6. Projected Milestones**

Event	Estimated Completion Date
Requirements and documents finalized	Same date as MIPR/Req. acceptance
Complete acquisition plan	No more than 30 days after MIPR/Req. acceptance
Issue Task Order request/solicitation	No more than 30 days after MIPR/Req. acceptance
Complete proposal evaluations	Within 15 days of RFQ closing*
Contract/order award	Within 20 days of RFQ closing*

\*Dependent upon Requesting Agency input, some complex acquisitions may take additional time due to legal review requirements.

**B.7. Billing and Payment**

See Section A.6. Billing and Payment

**B.8. Description of Acquisition Assistance**

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

*The Servicing Agency will provide acquisition planning, contract execution, contract administration, and project-management support, as applicable.*

Specific roles and responsibilities for the Servicing Agency and the Requesting Agency are delineated in Part A, Section A.6.

**B.9. Fees**

Services charges will be determined as follows:

The Requesting Agency will reimburse the Servicing Agency for the costs of supplies/services provided under this IA. Costs of supplies/services include the amounts due the contractor under the task/delivery/purchase order, plus any applicable charges for recovery of the Servicing Agency's costs of doing business on behalf of the Requesting Agency. Servicing Agency services are non-severable. Assisted services provided under this Part B will be reimbursed on the following basis:

Surcharge in the amount of \_\_\_\_\_ percent of amount(s) obligated on contract.

**B.10. Obligation Information**

See information on attached MIPR/Requisition.

**B.11. Description of Requesting-Agency Unique Restrictions**

This section identifies unique restrictions applicable to the Requesting Agency regarding acquisition, other than funding. *[Insert description, e.g., the Berry Amendment]*

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Are the funds provided for this requirement FY 12 Appropriated Funds? \_\_\_ Yes \_\_\_ No

If Yes, The Requesting Agency acknowledges their responsibility to provide the appropriate FAR deviated provision regarding the Prohibition against Contracting with Corporations that have an Unpaid Federal Tax Liability or a Felony Conviction Under Federal Law.

Note: Unique restrictions on funding should be identified in the MIPR/Requisition.

**B.12. Amendments**

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

**B.13. Contact Information**

**Servicing Agency Program Office POC**

Name: \_\_\_\_\_

Address: GSA/FAS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_

**Requesting Agency Program Office POC**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_