MEMORANDUM FOR DISTRIBUTION

Subj: MEETING DEPARTMENT OF DEFENSE REQUIREMENTS THROUGH INTERAGENCY ACQUISITION

Ref: (a) Office of Federal Procurement Policy memorandum “Improving the Management and Use of Interagency Acquisitions” dated June 6, 2008 (http://www.whitehouse.gov/omb/procurement/index_interagency_acq.html)

Encl: (1) DPAPSS memorandum of October 31, 2008

Reference (a) establishes a requirement that, for assisted acquisitions (i.e., contracts awarded or orders placed by non-DoD entities on behalf of DoD), there is an Interagency Agreement (IA) between the requiring and assisting agencies. IAs define the roles and responsibilities of the requiring and assisting agencies, address procedures to resolve problems, provide information to demonstrate a bona fide need and identify fiscal requirements. Enclosure (1) requires that IAs for assisted acquisitions in excess of $500,000 contain the elements enumerated in Appendix 2 of reference (a) or follow the model agreement in Appendix 3 of reference (a). DoN activities should use the OFPP guidance as a starting point for tailoring IAs to ensure they address the specific information necessary for assisted acquisitions below $500,000.

Please address questions to Bob Johnson at Robert.F.Johnson@Navy.Mil or 703-693-2936.

Seán F. Crean
RMNL, SC, USN
DASN(A&LM)

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Distribution : Continued Pg 2
Subj: MEETING DEPARTMENT OF DEFENSE REQUIREMENTS THROUGH INTERAGENCY ACQUISITION

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MEMORANDUM FOR: SEE DISTRIBUTION

SUBJECT: Meeting Department of Defense Requirements Through Interagency Acquisition

Reference: (a) Office of Federal Procurement Policy (OFPP) memo entitled “Improving the Management and Use of Interagency Acquisitions,” dated June 6, 2008 (U)

By means of reference (a), the Administrator, Office of Federal Procurement Policy (OFPP), issued guidance intended to improve the effectiveness of agencies’ use of interagency acquisitions (http://www.acq.osd.mil/dpap/cpic/cp/iac_revised.pdf). The Department participated in development of the guide and is mandating its use for Interagency Acquisitions in excess of $500,000, subject to the additional guidance set forth below. The use of a standardized Interagency Agreement will alleviate many of the issues raised in audits conducted by various Inspectors General and the Government Accountability Office (GAO).

In accordance with the request of the Administrator, OFPP, effective no later than November 3, 2008, all components must ensure that new interagency agreements for assisted acquisitions in excess of $500,000 contain the elements enumerated in Appendix 2 of reference (a) or follow the model agreement in Appendix 3 of reference (a). Additional information on Interagency Acquisition is available at http://www.acq.osd.mil/dpap/cpic/cp/interagency_acquisition.html.

Requirements included in FAR 17.5/DFARS 217.5, Interagency Acquisitions Under the Economy Act; DFARS 217.78, Contracts or Delivery Orders Issued by a Non-DoD Agency; and the DoD Financial Management Regulation (FMR), Volume 11A, Chapters 3 and 18, are still in effect and 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, DoD activities still must evaluate the cost effectiveness of such actions as required by DFARS 217.7802(a)(3).
Inasmuch as use of the OFPP guidance within DoD is mandated only for requirements valued over $500K, activities also do not have to comply with requirements applicable below that threshold. Therefore, the requirement in the guide that the requiring office must notify the head of the acquisition office of a planned non-Economy Act assisted acquisition valued over $200K does not apply within DoD. However, the requirement to obtain a contracting officer’s review for non-Economy Act requirements over $500K does apply, and is consistent with current DoD policy, as set forth in the FMR, Volume 1A, Chapter 18, and the “Interagency Acquisition” policy memorandum of Jan 18, 2008 (http://www.acq.osd.mil/dpap/policy/policyvault/2007-0203-DPAP.pdf).

Regardless of the dollar value, all assisted acquisitions must be supported by an Interagency Agreement (IA). In drafting IAs that are not subject to the OFPP guidance, DoD activities should use the OFPP guidance as a starting point for tailoring an agreement that addresses the specific types of information that is needed for the acquisition. At a minimum, IAs should define clearly the roles and responsibilities of the requiring and assisting activities, address procedures that will be used if problems arise, and provide information that is required to demonstrate a bona fide need and authorize the transfer and obligation of funds.

My POC for interagency acquisition matters is Mr. Michael Canales. He can be reached at 703-695-8571, or via e-mail at michael.canales@osd.mil.

Shay D. Assad
Director, Defense Procurement, Acquisition Policy, and Strategic Sourcing
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
DISTRIBUTION:
CHAIRMAN OF THE JOINT CHIEFS OF STAFF
UNDER SECRETARIES OF DEFENSE
COMMANDER, UNITED STATES SPECIAL OPERATIONS COMMAND (ATTN: ACQUISITION EXECUTIVE)
COMMANDER, UNITED STATES TRANSPORTATION COMMAND (ATTN: ACQUISITION EXECUTIVE)
GENERAL COUNSEL OF THE DEPARTMENT OF DEFENSE
DIRECTOR, OPERATIONAL TEST AND EVALUATION
INSPECTOR GENERAL OF THE DEPARTMENT OF DEFENSE
DIRECTOR, PROGRAM ANALYSIS AND EVALUATION
DIRECTOR, NET ASSESSMENT
DIRECTOR, FORCE TRANSFORMATION
DEPUTY ASSISTANT SECRETARY OF THE ARMY (POLICY AND PROCUREMENT), ASA (ALT)
DEPUTY ASSISTANT SECRETARY OF THE NAVY (ACQUISITION & LOGISTICS MANAGEMENT), ASN (RDA)
DEPUTY ASSISTANT SECRETARY OF THE AIR FORCE (CONTRACTING), SAF/AQC
DIRECTORS, DEFENSE AGENCIES
DIRECTORS, DOD FIELD ACTIVITIES
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

<table>
<thead>
<tr>
<th>Element</th>
<th>Description</th>
<th>Party Required to Provide Information for the IA</th>
<th>Reference in Model IA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Purpose</td>
<td>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.</td>
<td>Servicing &amp; Requesting Agency</td>
<td>A.1</td>
</tr>
<tr>
<td>2. Authority</td>
<td>Identifies the legal authority that the servicing agency will use to conduct interagency acquisitions.</td>
<td>Servicing Agency</td>
<td>A.2</td>
</tr>
<tr>
<td>3. Part A identifier</td>
<td>Identifier used on relevant documents, such as funding documents, to provide acquisition assistance.</td>
<td>Servicing Agency</td>
<td>A.3</td>
</tr>
<tr>
<td>4. Scope</td>
<td>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).</td>
<td>Servicing &amp; Requesting Agency</td>
<td>A.4</td>
</tr>
<tr>
<td>5. Period of agreement</td>
<td>Identifies period during which assistance may be provided.</td>
<td>Servicing &amp; Requesting Agency</td>
<td>A.5</td>
</tr>
</tbody>
</table>
Table A. Elements in "Part A" of the IA: General terms & conditions (con’t.)

<table>
<thead>
<tr>
<th>Element</th>
<th>Description</th>
<th>Party Required to Provide Information for the IA</th>
<th>Reference in Model IA</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. Roles &amp; responsibilities</td>
<td>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.</td>
<td>Servicing &amp; Requesting Agency</td>
<td>A.6</td>
</tr>
<tr>
<td>7. Billing &amp; payment</td>
<td>Identifies billing and payment terms.</td>
<td>Servicing &amp; Requesting Agency</td>
<td>A.7</td>
</tr>
<tr>
<td>8. Small business credit</td>
<td>Establishes that the requesting agency will receive socio-economic credit where applicable.</td>
<td>No information required from the parties</td>
<td>A.8</td>
</tr>
<tr>
<td>9. Contract termination, disputes, &amp; protests</td>
<td>Describes each party’s responsibilities associated with contract termination, disputes and protests.</td>
<td>Servicing &amp; Requesting Agency</td>
<td>A.9</td>
</tr>
<tr>
<td>10. Review of Part A</td>
<td>Identifies the parties’ commitment to review Part A at least annually for agreements that exceed one year.</td>
<td>No information required from the parties</td>
<td>A.10</td>
</tr>
<tr>
<td>11. Amendments</td>
<td>Describes the process for modifying the terms and conditions in Part A.</td>
<td>Servicing &amp; Requesting Agency</td>
<td>A.11</td>
</tr>
<tr>
<td>12. Termination of IA</td>
<td>Describes each party’s rights to terminate the IA.</td>
<td>Servicing &amp; Requesting Agency</td>
<td>A.12</td>
</tr>
<tr>
<td>13. Interpretation of IA</td>
<td>Describes each party’s responsibilities for addressing disputes regarding the interpretation of the IA.</td>
<td>Servicing &amp; Requesting Agency</td>
<td>A.13</td>
</tr>
<tr>
<td>14. Signatures</td>
<td>Establishes that appropriate officials of each agency are held accountable to the agreed-upon terms and conditions.</td>
<td>Servicing &amp; Requesting Agency</td>
<td>A.14</td>
</tr>
<tr>
<td>Element</td>
<td>Description</td>
<td>Party Required to Provide Information for the IA</td>
<td>Reference in Model IA</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>1. Purpose</td>
<td>Explains that the purpose of Part B is to provide requirements and funding information.</td>
<td>Servicing Agency &amp; Requesting Agency</td>
<td>B.1</td>
</tr>
<tr>
<td>2. Authority</td>
<td>Identifies the legal authority that the Servicing Agency is using to conduct the acquisition on behalf of the Requesting Agency.</td>
<td>Servicing Agency</td>
<td>B.2</td>
</tr>
<tr>
<td>3. Part B identifier</td>
<td>Provides common agreement number for identifying Part B on relevant documents.</td>
<td>Servicing Agency</td>
<td>B.3</td>
</tr>
<tr>
<td>4. General terms &amp; conditions</td>
<td>Describes the terms &amp; conditions applicable to the actions taken under Part B. Terms &amp; conditions either should be incorporated by reference to Part A or attached.</td>
<td>Servicing Agency &amp; Requesting Agency</td>
<td>B.4</td>
</tr>
<tr>
<td>5. Project title</td>
<td>Identifies the project in the Requesting Agency whose requirements are being met through the assisted acquisition.</td>
<td>Requesting Agency</td>
<td>B.5</td>
</tr>
<tr>
<td>6. Description of products or services</td>
<td>Describes the goods or services that will be acquired from a contractor by the Servicing Agency on behalf of the Requesting Agency. <strong>Note:</strong> 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.</td>
<td>Requesting Agency</td>
<td>B.6</td>
</tr>
</tbody>
</table>
Table B. Elements in "Part B" of the IA: Requirements & Funding Information (con't.)

<table>
<thead>
<tr>
<th>Element</th>
<th>Description</th>
<th>Party Required to Provide Information for the IA</th>
<th>Reference in Model IA</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Projected milestone</td>
<td>Identifies key project and/or acquisition milestones.</td>
<td>Servicing &amp; Requesting Agency</td>
<td>B.7</td>
</tr>
<tr>
<td>8. Payment &amp; billing</td>
<td>Explains the parties' respective obligations for the payment of contractor invoices and servicing agency fees.</td>
<td>Servicing &amp; Requesting Agency</td>
<td>B.8</td>
</tr>
<tr>
<td>9. Description of acquisition assistance</td>
<td>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.</td>
<td>Servicing &amp; Requesting Agency</td>
<td>B.9</td>
</tr>
<tr>
<td>10. Fees</td>
<td>Describes the fees that will be assessed by the servicing agency.</td>
<td>Servicing Agency</td>
<td>B.10</td>
</tr>
<tr>
<td>11. Obligation amount</td>
<td>Provides information related to the obligation of funds for specified bona fide needs.</td>
<td>Servicing &amp; Requesting Agency</td>
<td>B.11</td>
</tr>
<tr>
<td>12. Requesting agency funding information</td>
<td>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.</td>
<td>Requesting Agency Certifying Official</td>
<td>B.12</td>
</tr>
<tr>
<td>13. Servicing agency funding information</td>
<td>Provides data from the servicing agency required for the proper transfer and obligation of funds.</td>
<td>Servicing Agency</td>
<td>B.13</td>
</tr>
</tbody>
</table>
### Table B. Elements in "Part B" of the IA: Requirements & Funding Information (con’t.)

<table>
<thead>
<tr>
<th>Element</th>
<th>Description</th>
<th>Party Required to Provide Information for the IA</th>
<th>Reference in Model IA</th>
</tr>
</thead>
<tbody>
<tr>
<td>14. Description of requesting agency unique restrictions</td>
<td>Identifies unique restrictions applicable to the requesting agency related either to the acquisition or the funding to cover the assisted acquisition.</td>
<td>Requesting Agency</td>
<td>B.14</td>
</tr>
<tr>
<td>15. Amendments</td>
<td>Describes the process for modifying provisions in Part B.</td>
<td>Servicing &amp; Requesting Agency</td>
<td>B.15</td>
</tr>
<tr>
<td>16. Contact information</td>
<td>Identifies a main point of contact (POC) in the servicing agency and the Requesting Agency and a financial POC in each agency.</td>
<td>Servicing &amp; Requesting Agency</td>
<td>B.16</td>
</tr>
<tr>
<td>17. Signatures</td>
<td>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.</td>
<td>Servicing Agency &amp; Requesting Agency</td>
<td>B.18</td>
</tr>
</tbody>
</table>
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 \textbf{[insert number]} or more calendar days old (from date of the billing). When billings remain delinquent over \textbf{[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.

\textbf{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.

\textbf{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.

\textbf{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.

\textbf{[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:**

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Agency:</td>
<td></td>
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<tr>
<td>Address:</td>
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<tr>
<td>Phone:</td>
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<tr>
<td>E-mail &amp; fax:</td>
<td></td>
</tr>
</tbody>
</table>

**SERVICING AGENCY OFFICIAL:**

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
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<td>Title:</td>
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A-5
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.

<table>
<thead>
<tr>
<th>Common Agreement Number</th>
<th>Requirement</th>
<th>Type of Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(Severable Service / Non-severable service)</td>
</tr>
</tbody>
</table>

B.12. Requesting Agency Funding Information

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

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

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-3
B.13. Servicing Agency Funding Information

The Servicing Agency shall complete the table below.

<table>
<thead>
<tr>
<th>Basic appropriation symbol (Treasury account symbol)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund citation (line of accounting)</td>
<td></td>
</tr>
<tr>
<td>Business event type code</td>
<td></td>
</tr>
<tr>
<td>Agency location code (8-digit) for IPAC</td>
<td></td>
</tr>
<tr>
<td>DUNS/BPN number (Business Partner Network or BPN #)</td>
<td></td>
</tr>
</tbody>
</table>

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 Agency/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

<table>
<thead>
<tr>
<th>Servicing Agency Contracting POC</th>
<th>Requesting Agency Program Office POC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>Email</td>
<td>Email</td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>Phone/Fax</td>
</tr>
<tr>
<td>Servicing Agency Financial POC</td>
<td>Requesting Agency Financial POC</td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>Email</td>
<td>Email</td>
</tr>
<tr>
<td>Phone/Fax</td>
<td>Phone/Fax</td>
</tr>
</tbody>
</table>
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.*

*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.