

# PAYABLE INTERAGENCY AGREEMENTS

## TERMS AND CONDITIONS

### 1. General

The Terms and Conditions contained in this document, along with U.S. Customs and Border Protection (CBP) Form 236, "Interagency Agreement," the Statement of Work (SOW), and any identified attachments, constitute a Payable Interagency Agreement between the U.S. Customs and Border Protection (hereinafter referred to as the "Requesting Agency") and the U.S. Air Force, 670th Aeronautical Systems Squadron (670 AESS) (hereinafter referred to as the "Servicing Agency"). The agreement shall be effective on the date of the final signature by authorized officials of both agencies, and shall remain in effect for the period(s) stated on the form, or until cancelled/terminated in accordance with the Cancellation/Termination provisions of this document.

### 2. Definitions

"Assisted Acquisition"—Interagency acquisitions for which a Requesting Agency, at its discretion, has determined that it is in the best interest of the government to seek the acquisition services of a Servicing Agency in the procurement of supplies or services from the private sector and where the Servicing Agency awards a contract(s) or order(s) on behalf of the Requesting Agency.

"Intra-governmental Payment and Collection (IPAC)"—The U.S. Treasury Department system used by most Federal agencies for interagency payments.

"Interagency Agreement"—A written agreement between Federal agencies or Components of Federal agencies to acquire supplies or services as authorized by statute. The term "Intra-agency Agreement" may be used when referring to such agreements between Components of a Federal Agency.

"Requesting Agency"—A Federal agency that has a requirement and desires to obtain goods or services from a Servicing Agency.

"Servicing Agency"—A Federal agency that is willing and able to provide supplies or services to a Requesting Agency.

### 3. Responsibilities—Requesting Agency

(a) Contracting Officer (CO). The Requesting Agency's Federal employee with the authority to enter into, administer, and/or terminate contracts and orders and is responsible for the execution of Interagency Agreements and Economy Act-required Determinations and Findings which include Assisted Acquisitions.

(b) Contracting Officer's Technical Representative (COTR). The Contracting Officer (CO) may designate a Requesting Agency Federal employee to act as his/her representative to perform functions under the Interagency Agreement such as reviewing or inspecting/accepting deliverables, services, and other oversight functions of a technical or programmatic nature covered under the Statement of Work of the agreement. In carrying out these responsibilities, the COTR will operate within the scope of applicable regulations, specifically delegated authorities, and the program authorities and funding limitations of the agreement. The CO cannot authorize the COTR or any other representative to sign documents that require the signature of the CO such as changes to the Interagency Agreement, issuing modifications to the agreement, etc. A COTR is usually designated for Interagency Agreements over \$100,000 and requiring technical or programmatic oversight.

(c) Program Manager. The Requesting Agency's Federal employee assigned responsibility for accomplishing a specific, defined task in support of the Requesting Agency's mission, including an acquisition program or an operational function. The Program Manager may perform functions of a technical or programmatic surveillance nature in lieu of a COTR outlined above. The Program Manager cannot perform functions of a CO.

#### **4. Assisted Acquisitions**

If this is an Assisted Acquisition, the Servicing Agency must do the following:

- (a) All contracts or orders awarded must comply with the provisions of the Competition in Contracting Act (CICA), Public Law 98-369; and
- (b) When awarding any new contract (does not include orders or modifications to contracts/orders) in excess of \$1,000,000 or change in contract scope in excess of \$1,000,000, which results from this Interagency Agreement:
  - (1) Delay any contract award(s) and any public announcement(s) of such pending award(s) as needed to ensure that the Requesting Agency complies with its requirement to notify the Committees on Appropriations in the House and Senate at least five (5) full business days in advance of such contract award(s) and public announcement(s); and
  - (2) Enter the Servicing Agency's Funding Agency and Funding Office Identification Codes in the Federal Procurement Data System (FPDS) when reporting any contract (or order) award(s). *[Note: The Funding Agency ID is "7014" (CBP—Customs and Border Protection); the Funding Office Identification Codes are "CS001" (Procurement Directorate, DC) or "CS002" (Procurement Directorate, Indianapolis)]*

Actions under (b) (1) must be coordinated with the Requesting Agency's Contracting Officer. Proof of actions under (b)(2) shall be provided to the Requesting Agency's Contracting Officer.

## **5. Other Than Assisted Acquisitions**

No funds provided through this Interagency Agreement may be used by the Servicing Agency to award a contract or order for the exclusive use and benefit of Requesting Agency.

## **6. Funding and Reimbursement**

(a) The Servicing Agency is limited to recovery of only actual costs incurred. The Servicing Agency shall notify the Requesting Agency's COTR/Program Manager in writing when the costs incurred, together with costs of any outstanding commitments, total 80 percent (%) of the obligated estimated cost ceiling of this Interagency Agreement.

The Servicing Agency shall make no other commitments or expenditures beyond 100% of the funds obligated and shall be excused from further performance of the work unless, and until, the Requesting Agency's Contracting Officer (CO), or other authorized official, increases the total obligation by modification to the Interagency Agreement.

The Requesting Agency shall pay the Servicing Agency the following service fees under this Interagency Agreement:

No service fees have been identified

The above fees are included in the obligated estimate cost ceiling of this Interagency Agreement. The Servicing Agency shall include such fees in estimating costs incurred against the obligated ceiling amount.

### **(b) Special Terms for One-year Funding**

The total amount to be reimbursed shall not exceed the total amount obligated for the current fiscal year. If this Interagency Agreement is issued under the authority of the Economy Act (31 U.S.C. 1535 and 1536) and the Servicing Agency uses in-house resources to perform part or all of the agreement, work must stop on September 30<sup>th</sup> of the current fiscal year, and any unexpended funds must be deobligated. In-house work to continue in the next fiscal year must be funded effective October 1<sup>st</sup> with the new fiscal year's funds. If the Servicing Agency obligates the annualized funds by awarding a contract or an order prior to the expiration of the fiscal year, the funds will be protected and do not need to be deobligated after September 30.

(c) Special Terms for Greater Than One-year Funding

For longer than one-year (e.g., two-year, no-year) funding availability, the dates are extended appropriately.

**7. Billing Instructions and Support Documentation for Expenditures**

Billing and reimbursement may be handled through the Intra-governmental Payment and Collection (IPAC) system, or the Servicing Agency may submit invoices when the work is completed or as otherwise authorized by the Requesting Agency. The Interagency Agreement number (Payable IGT number), the Agency Locator Codes, appropriate accounting code(s), and associated dollar amounts must be referenced on all IPAC transactions or invoices.

If IPAC is used, the Servicing Agency shall provide documentation supporting all charges to the Requesting Agency's COTR or Program Manager. In the event that advance payment is requested and authorized, the Servicing agency shall furnish expenditure reports to the COTR or Program Manager on a quarterly basis.

If invoices are used, the invoices, along with supporting documentation, shall be submitted to the Requesting Agency's payment office as shown on the Interagency Agreement form, with a copy furnished to the COTR or Program Manager. Per the Economy Act and Federal Acquisition Regulation Subsection 17.505, bills or requests for advance payment will not be subject to audit or certification in advance of payment.

Both agencies agree to promptly discuss and resolve issues and questions regarding payments. The Servicing Agency will promptly initiate year-end and closeout adjustments once final costs are known.

**8. Travel**

All travel under this Interagency Agreement shall be in accordance with the Federal Travel Regulation.

**9. Prompt Payment**

The Servicing Agency shall not assess the Requesting Agency any prompt payment interest penalties on account of late payments.

**10. Modifications to the Agreement**

When appropriate, a unilateral administrative modification will be issued by the Requesting Agency, e.g., to add funds with no change to the Statement of Work,

to change a COTR or Program Manager designation, etc. A written bilateral modification (i.e., agreed to and signed by authorized officials of both parties) will be issued to make changes to the work covered under the Statement of Work or renew the agreement for optional periods of performance such as successive fiscal years.

## **11. Property**

Non-expendable property purchased with funds furnished under this agreement shall become assets of the Requesting Agency unless otherwise agreed to in writing by both agencies. Transfer of the property to the Requesting Agency shall be accomplished at the time of closeout of this agreement or during the performance period, as agreed to by both parties. Purchase of equipment required for performance of the work under this agreement must be authorized by the Requesting Agency.

## **12. Third Party Liability**

With respect to third-party liability for acts arising out of the performance of official duty by a government employee of the Servicing agency, the Servicing Agency undertakes responsibilities for the investigation, adjudication, settlement, and payment of any claim asserted against the United States; except that, in all cases, the responsibility for the investigation, adjudication, settlement, and payment of any claim with respect to third-party liability arising out of the use, damage, or destruction of loaned personal property shall be the responsibility of the particular agency that has custody and control of the said personal property. In addition, the Servicing Agency representative shall have the duty of investigating and reporting, in accordance with the Servicing Agency's regulations and policies, incidents occurring on, or involving that Servicing Agency's real property. The Requesting agency agrees to cooperate fully in such investigations.

## **13. Disputes**

Nothing in this agreement is intended to conflict with current Requesting Agency or Department of Homeland Security directives. However, should disagreement arise as to the interpretation of the provisions of this agreement that cannot be resolved between the parties of the Requesting Agency the Servicing Agency, the area(s) of disagreement will be reduced to writing by each agency and presented to the authorized officials at both agencies for resolution. If settlement cannot be reached at this level, the disagreement will be raised to next level in accordance with Requesting Agency's and the Servicing Agency's procedures for final resolution.

## **14. Cancellation/Termination**

This agreement is subject to cancellation or termination, with at least 60 calendar days (unless the Statement of Work specifies a different period) advance written notice by either party. The Servicing Agency shall be reimbursed for the cost of all completed and partially completed work (up to the agreement cost ceiling) as of the effective date of cancellation.

#### **15. Project Completion and Closeout**

When the Requesting Agency has accepted all deliverables related to the Statement of Work, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the Requesting Agency. The Servicing Agency account will then be closed and any remaining funds will be returned to the Requesting Agency immediately. After final accounting, the remaining balance in the project account will be deobligated by modification to the Interagency Agreement.

#### **16. Accessibility of Electronic and Information Technology**

Each Electronic and Information Technology (EIT) product or service furnished under this agreement shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), which implements section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d).