

**DEFENSE THREAT REDUCTION AGENCY**  
**Interagency Cost Reimbursement Order**

Date: 08/02/2011	IACRO # 11-44901	Program RRF	Basic
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<b>Ordering Agency:</b> Defense Threat Reduction Agency (DTRA) ATTN: (b) (6) 8725 John L. Kingman Road, MS 6201 Ft. Belvoir, VA 22060	<b>Performing Agency:</b> Department of Homeland Security Customs and Border Protection ATTN: (b) (6) 6650 Telecom Drive, Suite 400 Indianapolis, IN 46278
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**Description of services/materials to be furnished:**  
FY11 funds in support of Customs and Border Protection/Office of Air and Marine (CBP/OAM) Harvester/MQ-9 Integration and Flight and Test Support - OGI. This funds a severable effort (see attached PFM memo).  
Period of Performance: Date of Acceptance - 30 Sep 2012.  
Performer Code: DHSCBP  
DTRA DUNS: #110286411, PE: 0603160BR, DODAAC: #HD1115, ALC: 00005570

DHS PM: (b) (6) FAX: 202-344-1710, (b) (6)  
DHS Financial POC: (b) (6) FAX: 202-344-1710, (b) (6)  
DTRA Tech POC: (b) (6) FAX: 703-767-6213, (b) (6)  
DTRA Financial POC: (b) (6) FAX: 703-767-6213, (b) (6)

Debited against CCA# NT1532 Harvester \$1,400,000.00

DTRA Action Officer: Lt Col (b) (6) Telephone #: (b) (6)  
Receiving Office Action Officer: (b) (6) Telephone #: (b) (6)

Request notice of acceptance be furnished to Director, Defense Threat Reduction Agency:  
Attn: (b) (6) RD-NT1, 8725 John J Kingman Rd MS 6201, Ft. Belvoir, VA 22060-6201

Funding hereby provided is derived solely from United States Government appropriated funds and constitutes full funding for this project.  
Funds must be obligated no later than 09/30/2012

<b>Accounting Classification:</b>	<b>Amount</b>	<b>\$1,400,000.00</b>
9710400.34HQ 1300 461D 253999 BD36275000 S49012 \$1,400,000.00		

Note: Then performing agent agrees that any release of information related to this effort shall include a statement that the effort was or is sponsored by the Defense Threat Reduction Agency. The performing agent further agrees to include this clause in any contracts awarded as a result of this IACRO.

This order is placed in accordance with the provisions of section 601, Economy Act of June 1932, as amended (31 USC 686, 31 USC 1535) or other statutory authority references and adheres to Federal Acquisition Regulation (FAR) 6.002. Work to be performed and material to be furnished pursuant to this order are properly chargeable to the appropriation or other accounts indicated above until completion thereof. The amount shown above is an estimate and will be adjusted to the actual cost of services/material furnished; however, the amount shown above may not be exceeded without prior approval of the ordering agency. Progress payments are authorized to the extent required. Funds in the amount indicated above have been committed and will be obligated upon receipt of acceptance copy. Reimbursement vouchers (SF 1080) will be submitted on a monthly basis to the Director, Defense Threat Reduction Agency, 8725 John J Kingman Road MS 2601, Ft. Belvoir, VA 22060.

Note: For DOE only, to the best of our knowledge, the work requested will not place the DOE and its contractor in direct competition with the private sector.

<b>Typed Name and Title Authorizing Officer:</b> (b) (6) CIVILIAN Senior Program Analyst, (b) (6)	<b>Signature:</b> (b) (6)	<b>Date:</b> 29-AUG-2011
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The above terms and conditions are satisfactory and are accepted.

Typed Name and Title of Accepting Officer: \_\_\_\_\_

Date Accepted: \_\_\_\_\_

Signature \_\_\_\_\_

**Defense Threat Reduction Agency and U.S. Department Of Homeland Security  
U.S. Customs and Border Protection**

**Interagency Agreement**

**PART A – General Terms & Conditions**

**General:**

This document will serve as Part A for Interagency Agreements (IAs) between the Defense Threat Reduction Agency (DTRA) and the Department of Homeland Security (DHS), U.S. Customs and Border Protection (CBP) in accordance with and in support of the guidance issued by the Office of Federal Procurement Policy (OFPP) (June 2008) as endorsed by the Department of Defense in October 2008. DTRA and CBP have concluded that by using this Part A for individual agreements OFPP Part A guidance requirements have been satisfied. Using this Part A ensures DTRA and CBP have established the necessary framework for entering into IAs. Any additional clarification shall be included in Part B of this IA or an alternate funding document.

**A.1. Purpose**

This part of the IA (hereinafter "Part A") describes the terms and conditions that govern the provision of interagency agreements between the Defense Threat Reduction Agency, hereinafter "the Requesting Agency" and Customs and Border Protection, hereinafter "the Servicing Agency."

No fiscal obligations are created through the execution of this 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 with a funding document.

This IA does not authorize the procurement of any of the required services or supplies specified herein for FY 12 and beyond via a procurement action without the requisite approvals and authority specified in Section 801 of the National Defense Authorization Act of Fiscal Year 2008. The specific services and assistance to be executed under this agreement will be detailed in subsequent DTRA Interagency Cost Reimbursement Orders (IACRO) or Reimbursable Orders (RO) and supporting funding documentation that will be maintained and serve as "Part B" of this agreement.

**A.2. Authority**

The parties' authority to enter into this interagency agreement are the Economy Act of 1932 (31 U.S.C. 1535), the Federal Acquisition Regulation (FAR) 6.002, FAR 17.503, DoD FAR Supplement 217.5, DoD Financial Management Regulation 7000.14R, Volume 11A, Chapter 3, Economy Act Orders, and other applicable DoD, DTRA, DHS, CBP, and/or CBP Office of Air and Marine (OAM) acquisition policies and regulations.

### **A.3. Part A Identifier**

DTRA Agreement 11-015.

### **A.4. Scope**

- a. All Defense Threat Reduction Agency Enterprises and Staff Offices are authorized to obtain assistance from the Servicing Agency.
- b. DHS Customs and Border Protection organizations, including the Office of Air and Marine (OAM), are authorized to provide assistance as the Servicing Agency. The name of the specific facility performing work under this IA will be specified in Part B or an alternate funding document.
- c. The following types of services or products may be acquired through reimbursable work projects pursuant to this IA and are not all inclusive of the expertise resident in CBP and its facilities.
  - Scientific, technical, analytical, operational, and engineering services, including prototype design, development, training and test/evaluation;
  - Interoperability, compatibility, and operational capability assessments, including assessments of DTRA-developed capabilities in an incident management environment;
  - Integration, test, evaluation, and qualification of airborne debris sample collection capabilities aboard unmanned aerial systems;
  - Other specialized services or products as identified by the Requesting Agency in Part B or alternative funding document consistent with or complementary to the mission of the Servicing Agency.

#### **d. Limitations**

Restrictions on the use of the Servicing Agency resources are contained in the FAR.

### **A.5. Period of Agreement**

The terms and conditions described in Part A of an IA become effective when signed by authorized officials of both the Requesting Agency and the Servicing Agency and remain effective until amended in accordance with Section A.9 or terminated in accordance with Section A.10 of this agreement.

### **A.6. Roles & Responsibilities of Servicing Agency & Requesting Agency**

The effective management and use of interagency agreements is a shared responsibility of the Requesting Agency and the Servicing Agency. Further, DTRA and CBP agree to the following

more procedurally focused roles and responsibilities that are derived from the applicable portions of the Checklist in Appendix 1 of the *Interagency Acquisition* guidance issued by the Office of Federal Procurement Policy (June 2008).

**1. Determine needs and develop requirements document**

**a. Requesting Agency**

- i. Establish that a requirement exists.
- ii. Determine that it is in the best interest of the government to pursue assistance through another agency.
- iii. Prepare a statement of work (SOW), statement of objectives (SOO), or performance work statement (PWS) that includes a specific, definite, and clear description of a bona fide need in the fiscal year that the funds are available for new obligations. The need must be adequately documented, but may be concise. A solution need not be specified in order to establish a bona fide need.

**b. Servicing Agency**

- i. Assist the Requesting Agency, as needed, in refining the requirements document package, including the description of key project objectives, project requirements, and performance expectations.

**2. Prepare, or finalize, statement of work (SOW) and/or specifications**

**a. Requesting Agency**

- i. Work with the Servicing Agency to prepare and finalize a mutually acceptable Statement of Work.

**b. Servicing Agency**

- i. Assist the Requesting Agency in the preparation of a mutually acceptable SOW, SOO or PWS.
- ii. Sample format for the model cost detail in the SOW is as follows:

<b>CBP Budget Estimate*</b>	<b>FY1</b>	<b>FY2</b>	<b>FY3</b>	<b>FY4</b>
<b>Total Direct Labor Costs: (break-out by position title below)</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Labor Functional Category/FY Hours:</b>	<b>FY1</b>	<b>FY2</b>	<b>FY3</b>	<b>FY4</b>
<b>Position/Title [# of hours by FY]</b>				
<b>Materials Costs (including equipment)</b>				
<b>Subcontract Costs (for services)</b>				

Travel Costs <i>(list trips, # of travelers, etc.)</i>				
Other Direct Costs				
Overhead Costs <i>(summary level)</i>				
Federal Administrative Charge <i>(if applicable)**</i>				
Total Estimated Project Cost	\$	\$	\$	\$
<p>* CBP intends to provide assistance to DTRA via contracts with its various facilities. All work will be performed in accordance with those contracts and shall be on a full cost recovery or reimbursement basis. Appropriations law necessitates that CBP or its contractors perform this work on a best effort basis.</p> <p>** FAC is the Federal Administrative Charge that is mandated by Section 3137 of the Strom Thurmond National Defense Authorization Act of 1999 (Public Law 105-261).</p>				

**3. Prepare a funding document**

**a. Requesting Agency**

- i. Prepare Part B or alternate funding document and engage with Servicing Agency as needed. Provide: (i) description of the products or services required to be provided by the Servicing Agency that is adequate to demonstrate a bona fide need and can be recorded as an obligation (31 U.S.C. 1501, 1502), (ii) information on performance or delivery requirements along with projected milestones, including period of performance end date, (iii) data required for the proper transfer and obligation of funds, i.e., funds expiration for obligation date, (iv) information on any agency-unique restrictions or limitations applicable to the funding being provided, and (v) Agency Locator Code (ALC) for U.S. Treasury Inter-governmental Payment and Collection System (IPAC) billing or printed invoices to be mailed.
- ii. For all funding documents executed under this IA, assign a financial point of contact who is a "certifying official" as that term is used in 31 U.S.C. 3528. The funds certifying official shall:
  - A. Timely execute all financial documents required for a valid funding request to show funding meets purpose, time and amount;
  - B. Ensure funds are certified and legally available for the specified assistance; and
  - C. Ensure that the Requesting Agency has executed and provided to the Servicing Agency an Economy Act Determination and Findings.

- iii. Requesting Agency shall provide on Part B or alternate funding document, a written statement confirming that:
  - A. The Requesting Agency has determined that entering into an agreement with CBP is in compliance with the requirements of the Economy Act of 1932, as amended (31 U.S.C. 1535), or other applicable authorizations [e.g., Executive Order (E.O.) 12333];
  - B. The Requesting Agency has determined that entering into an agreement with CBP is in compliance with competition requirements in Federal Acquisition Regulation (FAR) Part 6, section 6.002, Limitations; and
  - C. To the best of the Requesting Agency's knowledge, the work will not place CBP and their contractors in direct competition with the domestic private sector.

**b. Servicing Agency**

- i. Work with the Requesting Agency as needed to prepare a Part B or alternate funding document that will include the CBP provided unique, site-specific project/proposal identifier/number.
- ii. Prior to acceptance, ensure the Part B or alternate funding document identifies proper funding information, including the type of funds to be used, their period of availability, and a funds citation and identifies the funds certifying official.
- iii. Assist the Requesting Agency in its compliance with the bona fide needs rule by:
  - A. Managing funds according to the Requesting Agency's guidance;
  - B. Recording transactions in a timely fashion; and
  - C. Implementing and exercising controls to ensure compliance with all applicable statutory and regulatory fiscal requirements as specified in the funding document.

**4. Comply with DoD-unique laws, regulations, and policies**

**a. Requesting Agency**

- i. Inform the Servicing Agency of any applicable statutes, regulations, and directives that are unique to the Requesting Agency (e.g., funding restrictions).
- ii. Provide information on security requirements, e.g. classification guidance, applicable to the work identified in the SOW, SOO or PWS.
- iii. Notify the Servicing Agency of required data collection and reporting requirements.

**b. Servicing Agency**

- i. Ensure the Requesting Agency-unique laws or restrictions and data collection and reporting requirements that have been identified by the Requesting Agency are considered in the development of Part B or an alternate funding document.
- ii. When not in conflict with the Servicing Agency's laws, regulations, and contract terms and conditions negotiate with the Requesting Agency to satisfy such requirements and identify any costs associated with said compliance.

**5. Conduct inspection, acceptance, and surveillance**

**a. Requesting Agency**

- i. Ensure deliverables are received and quality is acceptable.
- ii. Perform duties in a timely manner. Advise the Servicing Agency Contracting Official immediately of any circumstances that affect performance, including failures to comply with technical requirements or to show a commitment to customer satisfaction.

**b. Servicing Agency**

- i. Provide support to Requesting Agency personnel who have been appointed to perform oversight responsibilities related to inspection, acceptance, and surveillance and reporting in a timely manner.
- ii. Take appropriate and timely actions to address performance problems.

**6. Determine when modifications are required to Part B or Alternate Funding Document**

**a. Requesting Agency**

- i. Work with the Servicing Agency to determine if a modification to work scope and/or funding is required.
- ii. Modify Part B or alternate funding document to reflect required changes.

**b. Servicing Agency**

- i. Work with Requesting Agency to determine if modification to the work scope and/or funding is required.
- ii. Work with Requesting Agency to modify Part B or alternate funding document to reflect required changes.

**7. Review and approve invoices and make payment**

**a. Requesting Agency**

- i. Review invoices for services.
- ii. Raise identified problems/issues regarding invoices immediately to the Servicing Agency Contracting Official for resolution.

**b. Servicing Agency**

- i. CBP will provide invoices for services.
- ii. Resolve identified problems/issues with invoices in a timely manner.

**8. Perform project closeout**

**a. Requesting Agency**

- i. Support project closeout functions, to include providing appropriate funding to satisfy settlement agreements and/or claims.
- ii. Take appropriate actions to retrieve unexpended balances.

**b. Servicing Agency**

- i. Close out the IA upon ensuring that all project requirements and administrative actions have been completed.
- ii. Return unused balance of the funds to the Requesting Agency in a timely manner.

Part B or an alternative funding document will include any additional assignment/clarification of roles and responsibilities.

**A.7. Billing & Payment**

The Requesting Agency will pay the Servicing Agency for costs of each project. The Servicing Agency will bill monthly for costs incurred in the performance of work described in the statement of work – preferably via the U.S. Treasury Intra-governmental Payment and Collection System (IPAC) – or with printed invoices. For agreements involving Requesting Agencies who do not utilize IPAC, or who request non-IPAC invoices, monthly invoices will be printed and mailed by the Servicing Agency and paid by the Requesting Agency in a timely manner.

**A.8. Review of Part A**

The parties agree to review jointly the terms and conditions in Part A. Appropriate changes will be made by amendment to this agreement executed in accordance with Section A.9.

**A.9. Amendments**

Any material changes to the terms and conditions in Part A shall be made in writing and approved by both agencies.

**A.10. IA Termination**

An IA may be terminated upon thirty (30) calendar days with written notice by either party. If the IA is terminated, any implementing Part B or alternative funding document may also be cancelled. The agencies shall agree to the terms of the termination. All costs attributable to the closeout and the disposition of awarded and pending actions shall be borne by the Requesting Agency.

**A.11. 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 or alternative funding document of an IA, the parties agree to engage in an effort to reach mutual agreement in the proper interpretation of an IA, including amendments, as necessary, by escalating the dispute within their respective organizations.

## **A.12. Contract Disputes and Protests**

If a dispute related to funding remains unresolved for more than sixty (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 Senior Procurement Executives for review and resolution.

## **A.13. System Certification/Approval**

### **1. Requesting Agency**

- a. The Requesting Agency will accept the system certifications and management systems compliance with U.S. government policies that are done by the Servicing Agency in accordance with U.S. statutes and regulations. The Requesting Agency will not require supplemental certifications.

### **2. Servicing Agency**

- a. The Servicing Agency has ensured that the contractor maintains acceptable management controls of accounting, cost estimating, and purchasing systems to meet government standards and has approved these systems as required. In addition, the Servicing Agency shall approve the contractor's disclosure statement.
- b. The Servicing Agency has established requirements in their own facility that meets standard FAR dictates. CBP implements these requirements in these contracts and manages execution by the CBP performance-based contractor. CBP validates and performs rigorous oversight through its management system of contractor performance. CBP, through its management structure, ensures that the performance-based contractor meets or exceeds defined standards and has installed:
  - i. CBP-approved reimbursable work policies and procedures;
  - ii. An accounting system that is consistent with US government accounting criteria;
  - iii. A validated cost estimating system;
  - iv. A government-approved procurement system;
  - v. A disclosure notice consistent with the Cost Accounting Standards Board requirements

**A.14. Signatures**

**REQUESTING AGENCY OFFICIAL:**

Signature: (b) (6) \_\_\_\_\_ Date: 26 OCT 11  
Name: (b) (6) \_\_\_\_\_  
Title: Director, Defense Threat Reduction Agency  
Agency: Defense Threat Reduction Agency

SERV (b) (6) \_\_\_\_\_ Date: 10/31/2011  
Signature: (b) (6) \_\_\_\_\_  
Name: (b) (6) \_\_\_\_\_  
Title: Executive Director, Mission Support  
Agency: U.S. Customs and Border Protection  
Office of Air and Marine