



# Interagency Agreement

## **AGENCY NAME** and Department of Veterans Affairs

### **I. Purpose**

The parties enter into this Interagency Agreement to enable the **AGENCY NAME** (herein after referred to as "**AGENCY NAME INITIALS - ANI**") to utilize the contract (s) and/or contracting expertise of the Department of Veterans Affairs (VA) National Acquisition Center (NAC) (herein referred to as "VA") relating to direct delivery ordering of high tech medical imaging systems, and associated equipment support such as glassware, maintenance and extended installation by the NAC. **ANI** will access the contracts by placing orders through the NAC Direct Delivery Team (NAC DD) and reimburse VA for these services. Specific terms, conditions and responsibilities are listed in Part III of this agreement, and procedures are outlined in the Requisitioning and Procedures letter, accompanying this document.

### **II. Legal Authority**

This agreement is entered into under the authority of Section 1535 & 1536 of Title 31, United States Code, as amended. **ANI** has considered and complied with the requirements of FAR 17.502 and 17.503(a) and (b) and has provided a determination and findings (D&F) pursuant thereto.

### **III. Scope of Work**

#### **A. VA's Responsibilities**

VA, through the NAC Direct Delivery Team (NAC DD), is responsible for the award and administration of National Contracts and resulting Delivery Orders, for high tech medical imaging systems and associated services/installation. NAC DD has the expertise to act as a contracting agency, for such items. **ANI** and VA agree to the following:

1.1 Direct Delivery (DD) shall award and administer delivery orders on behalf of **ANI** after receipt of a purchase order (PO) **ANI** that complies with all applicable ordering procedures.

1.2 DD will provide **ANI** an outlined letter, identifying in detail the actions that **ANI** must take in placing a delivery order through the NAC. A PO that does not meet all the requirements specified in this agreement and related ordering procedures will be returned to **ANI** for correction.

1.3 When an incoming PO is identified as an emergency order, VA will use its best efforts to work with the selected vendor to accelerate the delivery of the equipment to the station.

1.4 Upon awarding the delivery order to the vendor for any **ANI** orders, DD will send a copy of the delivery order to **ANI**.

1.5 In the event that there are modifications to be done to the order, the same procedures as an original delivery order will be performed to complete the modification.

## **B. ANI 's Responsibilities**

1.1 **ANI** shall be responsible for preparing and submitting a PO that complies with all contract requirements and applicable ordering procedures established by VA. This includes but is not limited to, identifying the type of equipment to be ordered and determining the best choice vendor, when delivery orders are to be placed through the VA consolidation process. Sole source justifications along with a wavier request must be provided for all orders submitted to the NAC, when orders are not to be competed through the NAC consolidation buying process..

1.2 **ANI** agrees to reimburse VA for **ANI** 's share of the costs associated with the negotiation, award and administration of high tech medical equipment contracts and orders issued by VA on behalf of **ANI**. This will be done by adding a two percent (2%) cost recovery fee/surcharge capped at \$25,000 to each order from **ANI**.

## **IV. Duration of Agreement and Apportionment of Liability**

This agreement becomes effective upon signature approval of both parties for a period of one year. This agreement will be automatically extended for additional one-year periods on its anniversary date unless either party gives the other 90-day written notice of intent to modify or terminate this agreement. **ANI** and VA each agree to consult with the other before taking any action to terminate the Interagency Agreement. This agreement can be terminated at anytime within the year if 90 day notice is given.

NAC DD is solely responsible for canceling or terminating a delivery order placed on behalf of **ANI**. **ANI** is not authorized to cancel or terminate a delivery order. To initiate the cancellation or termination process, **ANI** must submit a written request to NAC DD in accordance with applicable ordering procedures.

In the event that the Interagency Agreement, National Contract or **ANI** delivery order is cancelled or terminated; VA shall not be liable for **ANI**'s share of any resulting costs unless VA caused the cancellation or termination by negligence or violation of any Federal rule, regulation, or statute. Any financial liability resulting from the actions of **ANI** in regard to a delivery order contract shall be the responsibility of **ANI** and/or the user facilities. **ANI** shall be liable for any quantity purchased in excess of VA's written commitment.

**ANI** and VA agree to take immediate action to resolve issues and disagreements that arise in accomplishing work under this agreement in accordance with FAR 17.504(c). In the event that disagreements arise that cannot be resolved by the signatories, then the parties will submit such disagreements to their respective legal representatives for resolution under a mutuality acceptable **ANI** or VA alternative disputes resolution process.

## V. Liaison/Program Officer

This agreement will require coordination between **ANI** and VA. It is anticipated that both agencies will have additional concerns and may need to make further contact. **ANI** and VA shall establish a direct line of communication that will ensure timely responses to inquiries by the other agency. The following persons are the primary points of contact for the named subject areas:

### Department of Veterans Affairs, National Acquisition Center

Mr. James Booth P.O.C.  
Assistant Director – Direct Delivery Branch  
National Contract Services  
P.O. Box 76, Building 37  
Hines, IL 60141  
(708) 786-5258  
(708) 786-4970 Facsimile

### AGENCY NAME

P.O.C.  
Title/Branch  
Organization/Service  
Address1  
Address2  
Telephone number  
Fax number

Email: HYPERLINK mailto:James.Booth@med.va.gov [James.Booth@med.va.gov](mailto:James.Booth@med.va.gov)

## VI Revisions or Amendments

This agreement may be revised or amended only by the signature of the parties to the agreement or their official successors.

# AUTHORIZING SIGNATURES DATES

Approved and Accepted for VA

Approved and Accepted for

Associate Deputy Assistant Secretary  
for Acquisition  
Department of Veteran Affairs

**AGENCY NAME**

<b>SENIOR AUTHORIZED VA AGENCY REPRESENTATIVE</b>	<b>DATE</b>	<b>SENIOR AUTHORIZED OGA AGENCY REPRESENTATIVE</b>	<b>DATE</b>
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