

FEDLINK INTERAGENCY/NAFI/CU AGREEMENT

**INTERAGENCY AGREEMENT XXXX2022006**

between the LIBRARY OF CONGRESS and the  
**Member:**

**GENERAL TERMS AND CONDITIONS**

Federal Agency  Non-Appropriated Fund Instrumentality (NAFI)  Commercial User  
 Tribal Government (TG)

**1.PURPOSE**

This FEDLINK Interagency/NAFI/CU Agreement (IAA) is a reimbursable agreement under which the Member requests and the Library of Congress FEDLINK program provides the following services: assisted acquisition of commercial information services, publications in any format, and library support services; related accounting services; and related education, information and support services. This document establishes general terms and conditions for the IAA. This IAA is a multiple order IAA.

**2.ANNUAL ORDERS**

This IAA will be supplemented by annual orders (Annual Orders) that state the Member's service requirements, obligate funding, and provide accounting information. Each Annual Order will include a Service Schedule that records the allocation of Member funds for one or more FEDLINK services requested by the Member.

**3.AUTHORITY**

Transactions under this IAA are authorized by the FEDLINK revolving fund statute, 2 U.S.C. 182c. The Economy Act does not apply to this IAA or to Annual Orders hereunder.

**4.AGREEMENT PERIOD**

The IAA is valid for:

- The multi-year period (up to five years) of October 1, XXXX through September 30, XXXX, subject to annual review; or
- The one-year period from October 1, XXXX through September 30, XXXX.

In fulfillment of Annual Orders, FEDLINK will provide service on contracts and delivery/task orders issued within this period, provided that the period of performance of any individual contract action will not exceed one year beyond the end date of this IAA.

**5.PAYMENTS**

5.1. Advance Payment. The Member must make advance payment to the Library of Congress for services and/or supplies ordered pursuant to an Annual Order. Advance payment is required by 2 U.S.C. 182c(c)(2)(A), as the Librarian of Congress has determined that advance payment is necessary to operate the FEDLINK program. Revenue is recognized when contract actions are executed in fulfillment of Annual Orders.

5.2. Excess Costs. If the Member incurs costs that exceed funds obligated on an Annual Order, or

uses or accepts goods or services outside of the scope of a FEDLINK contract or order, such costs will be the responsibility of the Member.

5.3. FEDLINK Fees. The Member must also make advance payment to the Library of Congress for FEDLINK fees. The rates for FEDLINK fees will be included in each Annual Order.

5.4. Payment Due Dates. Signed Annual Orders serve as invoices for amounts due to the Library of Congress. For Intra-Governmental Payment and Collection (IPAC) and Government Purchase Card transfers, payment is due upon receipt of the signed Annual Order. For all other transfers, payment is due within 60 days of receipt of the signed Annual Order. If payment is not timely received, services under an Annual Order will be terminated.

5.5. Adjustments. Upon final reconciliation, FEDLINK will make adjustments on the basis of actual costs and will issue refunds or invoices to the Member accordingly.

## **6. RESPONSIBILITIES**

6.1. In fulfillment of an Annual Order, FEDLINK will:

- a. Establish contracts in accordance with the Federal Acquisition Regulation (FAR) (despite the Library of Congress' status as a legislative branch agency); comply with Defense procurement requirements for contract actions for Department of Defense Members; and, allocate socio-economic credit to the Member for any contract actions executed on the Member's behalf.
- b. For transfer pay services, process and pay invoices for Member orders; supply the Member with monthly statements of account; reconcile accounts; and, process necessary adjustments.
- c. For transfer pay services of a continuing nature, such as subscriptions to online databases and other publications, establish contract options to provide for continuity of service between Annual Orders under this IAA.

6.2. The Member will:

- a. Be responsible for costs incurred as a participant in the FEDLINK program.
- b. Follow administrative policies and procedures set forth in FEDLINK customer guides and other FEDLINK instructions.
- c. Notify FEDLINK of any unique requirements or mission-specific restrictions applicable to this IAA and Annual Orders.
- d. Support the FEDLINK contracting officers and contracting officer representatives in the establishment and administration of contracts and orders issued in fulfillment of this IAA.

- e. For transfer pay services: properly order and verify receipt of goods and services for which FEDLINK makes payment; and, monitor usage of contracted services to be sure sufficient funds are available.
- f. For transfer pay services of a continuing nature, such as subscriptions to online databases and other publications, timely notify FEDLINK of the Member's intent to renew services and process subsequent Annual Orders in a timely fashion.
- g. Evaluate the performance of contractors used to fill its orders and provide such evaluations to the Library of Congress/FEDLINK.
- h. Inform the Library of Congress/ FEDLINK as soon as reasonably possible when a contractor 1) fails to deliver goods or services, or otherwise fails to perform, under any FEDLINK contract or order; or 2) provides goods and/or services that fail to conform to the requirements of a FEDLINK contract or order.
- i. Inform the Library of Congress/ FEDLINK as soon as reasonably possible when a contractor notifies the member of a termination, protest, claim, appeal, or other action or dispute with respect to a FEDLINK solicitation, contract or order.
- j. Assist the Library in pursuing, defending, or resolving terminations, protests, claims, disputes, and other administrative or judicial actions related to the Member's Annual Orders. The Member will pay all costs associated with such actions, provided, however, that the Member will not be responsible for costs arising from any FEDLINK error or negligence.

## **7.AMENDMENT**

This IAA and Annual Orders hereunder may be amended by mutual consent. The Member Program Official identified below is authorized to sign Annual Order amendments that reallocate funds among requested services (i.e., that do not obligate additional Member funds to the Library of Congress).

## **8.TERMINATION**

This IAA may be terminated by either party upon 60 days written notice. At the Member's request, contracts and orders issued in fulfillment of Annual Orders may be partially or wholly terminated for convenience or terminated for default in accordance with the FAR. Termination of the IAA will result in the termination of contracts or orders issued under the IAA unless specifically requested by the Member.

## **9.IAA DISPUTES**

Any disputes between FEDLINK and the Member under this IAA will be submitted to the Program Officials identified below. Disputes not resolved within 180 days will be referred to the Authorized Agency Officials identified below. Disputes not resolved by Authorized Agency Officials within 180 days will be resolved consistent with the procedure established by Treasury Financial Manual (TFM)

**10. APPROVAL**

This IAA becomes effective when signed by both parties. This IAA will be signed for the Member by an agency official who is authorized to obligate agency funds and sign interagency agreements.

By signing the IAA, the Member’s Authorized Agency Official certifies that the Member accepts the terms of this IAA and has determined that acquiring services through FEDLINK is in its best interest and in compliance with FAR Subpart 17.5.

This IAA may be executed in counterparts, meaning each party may sign a separate document which together will constitute a complete IAA. Facsimile signatures will be accepted.

	LIBRARY OF CONGRESS	MEMBER
<b>AUTHORIZED AGENCY OFFICIAL</b>		
Name		
Title	FEDLINK	
Phone (commercial only)	(202) 707-4900	
Email	fliccfo@loc.gov	
Address	FEDLINK Library of Congress 101 Independence Ave., S.E. Washington, D.C. 20540	
Signature		
Date		
<b>PROGRAM OFFICIALS</b>		
Name		
Title	Financial Manager	
Phone (commercial only)	(202) 707-4900	
Email	fliccfo@loc.gov	
Address	FEDLINK Library of Congress 101 Independence Ave., S.E. Washington, D.C. 20540	

<b>POINTS OF CONTACT FOR FINANCIAL INQUIRIES(REQUIRED)</b>		
Name		
Title	Accountant	
Office	LC Financial Services Directorate/Financial Reports Division	
Phone (commercial only)		
Email		
FEDLINK Fiscal Hotline	(202) 707-4900	