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1	Comment #	IAA Section GT&C, Order, or General	Page #	Section Number	Section or Subsection Heading Reference	Excerpt from Document	Comment	Organization (Agency or Company)	Response	Update Paper Form Y or N	Change to Form
2	3	KEY:	color	Change Form Code	Action						
3	4			?	Tiger Team to discuss and determine updates		Data Registry DR				
4	5			Y	Will change form accordint to comment						
5	6			I	Implementation Issue - Outside of Form change scope						
6	7			R	Requirement for IG automated solution						
7	8			N	no change to form with explanation						
8	9	Order	1	4 & 12	Treasury Agency Code		Treasury indicated that they will this a 3 digit code.	NASA	This is a paper form and is not CGAC compliant. Once Treasury rolls out the 3 digit Agency Identifier, the IAA will be updated	N	
9	10	Order	4	32	Contact Information	Buyer's Program Official & Finance Official	'Unless each agency dictates specific guidelines on who these individuals should be, I predict extreme inconsistency. Also since you have a buget official signing this, why is there a need for a finance official? The more signatures that need to be chased down, the more time this will take.	NASA	This form allows flexibility for agencies to determine who should sign each signature section	N	
10	11	Order	4	33	Contact Information	Seller's Funds Approving Official & Finance Official	Currently, the Seller's buget office provides "acceptance" via preferred method of DD448-2 (for DoD). Will the signatures on this form constitute "written acceptance". If not, then this part of the order form is duplicative.	NASA	Not related to form - a business process to be worked out during implementation	N	
11	12	GT&C	1	9	SELLER – Legal Authority Type		We do not see the need for this data--since the buyer is providing funds. The onus should be on buyer to state the legal authority. Also, same data is required in Item #21 thus, duplicative information.	NASA	Per the TT, Buyer's Authority is not necessary.	N	
12	13	General	4		instructions		Typo block 18 instructions currently it says "Check this if there will be more "then" one order..." Should read more "than"	NASA	block 18 is Seller Clauses	N	
13	14	General	4		instructions		Block 19 instructions, in the NOTE: what is an "Option Section per line"?	NASA	Block 19 is Additonal Buyer & Seller Attachments	N	
14	15		4	21	BUYER – Legal Authority Type (Check One)	OPTIONAL	Please consider making this information required to support the appropriate accounting treatment of the agreement.	NASA	Per the TT, Buyer's Authority is not necessary.	N	
15	16	GT&C	2 [not 4]	13 [not 24]	Dispute Resolution Clause	See TFM Vol. I, Bulletin Number 2007-03, I	Clarify direction. Is the intent to make this clause equal what's in TFM Bulletin 2007-03 (then reference specific section in bulletin) or to use the TFM Bulletin as guidance in development of a clause. If so, consider wording similar to: Develop Dispute Resolution Clause in accordance with instruction provided in TFM Vol. I, Bulletin Number 2007-03, Intragovernmental Business Rules, at http://www.fms.treas.gov/tfm/vol1/07-03.pdf , or any subsequent TFM release.	NASA	According to Treasury, FMS Legal this information is sufficient	N	
16	17	GT&C	3 [not 4]	13 [not 25]	Termination Clause	See TFM Vol. I, Bulletin Number 2007-03...	Clarify direction. Is the intent to make this clause equal what's in TFM Bulletin 2007-03 (then reference specific section in bulletin) or to use the TFM Bulletin as guidance in development of a clause. If so, consider wording similar to: Develop Termination Clause in accordance with instruction provided in TFM Vol. I, Bulletin Number 2007-03, Intragovernmental Business Rules, at http://www.fms.treas.gov/tfm/vol1/07-03.pdf , or any subsequent TFM release.	NASA	According to Treasury, FMS Legal, this information is sufficient	N	
17	18	GT&C	1 [not 5]		General Information	Seller Agreement Number	OPTIONAL: Enter the Seller's unique agreement number.	NASA	Not all Sellers have their own #, therefore "optional"	N	
18	19	GT&C	14		General		The Roles and Responsibilities of the parties to the agreement should be incorporated and clearly defined to facilitate a smooth working relationship. The agreement shall include the following:	NASA	Trading partners can add this information in items 14 - 19 in the GT&C before signing their IAAs.	N	
19	20	GT&C	14		General		Progress/Performance Reports - Describe the agreed upon coordination process for progress reports; Method and frequency of performance (revenue and expense) reporting	NASA	Trading partners can add this information in items 14 - 19 in the GT&C before signing their IAAs.	N	
20	21	GT&C	14		General		Performance Measures - Identify performance measures and evaluation methods to be used to determine the effectiveness of the agreement. This will help all parties to understand, manage, and allow for modification of the agreement, as necessary.	NASA	Trading partners can add this information in items 14 - 19 in the GT&C before signing their IAAs.	N	
21	22	General			General		Some of the blocks seem to be duplicated from the T&C section to the order section of the form. (See 30 and 16)	NASA	block 16 is roles and responsibilities, block 30 is restrictions	N	
22	23	General			General		We can not determine the purpose of block 16? The top have a place for the IAA number and the mod number. Shouldn't the reason would be in the Block 23? Also this block is the same as block 30.	NASA	block 16 is roles and responsibilities, block 30 is restrictions	N	
23	24	General			General		What is the difference between block 17 and block 31?	NASA	Please see the instructions	N	
24	25	General			General		Please spell out all acronyms.	NASA	Ok	Y	
25	26	General			Performance Reporting		Consider providing a block to specify the following requirement of TFM Bulletin 2007-03: 3. g. The method and frequency of performance (revenue and expenses) reporting.	NASA	TT-Per the TT 5.3.10 meeting- email for clarity 5.18.10 Recommend updating instructions - yes	Y	
26	27	General			Right to Modify, Cancel, or Terminate		Consider providing a block to specify the following requirement of TFM Bulletin 2007-03: 3. i. The parties' right to modify, cancel, or terminate the agreement.	NASA	Please see the instructions for Blocks 4, 22 and 13	N	
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2	Comment #	IAA Section GT&C, Order, or General	Page #	Section Number	Section or Subsection Heading Reference	Excerpt from Document	Comment	Organization (Agency or Company)	Response	Update Paper Form Y or N	Change to Form
28	28	GT&C		General	General		Suggest including the following on all agreements" "In accordance with Treasury Financial Manual (TFM) Bulletin 2007-03, paragraph III.B.2., the National Aeronautics and Space Administration (NASA) will deobligate appropriated but unexpended funds associated with this Interagency Agreement (IA) when (1) the IA period of performance (POP) has been completed, and (2) no other administrative or substantive activity (to include obligation or disbursements/payments) have taken place on the IA within 180 days of the POP end date."	NASA	This can be added as a clause or additional information (boxes 17-19)	N	
29	29		GTC pg. 1		Seller's Authority		Seller's Authority. The third choice should be "Other" or "Other Authority," not "Other Fund." A number of agencies have other transaction authority (e.g., the Space Act or Brooks Act). These provide the legal basis for entering into the business arrangement. They do not create another fund. (The change to "Other Fund" was made after we last saw the document.)	NASA	TT-Agree per the TT 5.3.10 mtg	Y	
30	30	Order	1	24	ADVANCE INFORMATION - Future Recognition Explanation		24(b) Advance Information. This block is made available to indicate whether buyers and sellers would recognize an advance on a cash basis. We believe that advances should be recognized on an accrual basis in the normal course of business and that to record advances otherwise would be inconsistent with accounting standards and the Standard General Ledger (SGL). Providing an option to allow for a cash basis advance would be inconsistent with accounting practices and SGL entries. If the intent is to provide for cash basis advances in order to accommodate some agencies, it is suggested that an explanation or justification be provided in those cases. Also, it is suggested that criteria for cash basis as opposed to accrual basis advances should be clarified. 24(c) It is unclear why an explanation should be expected in the case of an accrual basis advance.	NASA	24b Correct - 24C an explanation is required to ensure proper communication and accounting between trading partners. There is one of the main reasons the Gov can't reconcile reimbursable activity To support SFFAS 7	Y	
31	31	GT&C	3				In several areas in both documents there are annotations, " Not applicable for Assisted Acquisitions", meaning these agreements are being processed for NASA by a non-NASA entity, example, (GSA, DCMA) in NASA behalf is working these procurement functions, but in all the blocks provided for points of contact information, such as the blocks provided for Buyer Agency, Seller Agency, Finance, Funds Approving Officials, etc., there seems to be an omission for the point of contract information for the Agency who is providing the procurement service on our behalf. I suggest adding in the Interagency Agreement (IIA) document page 3 of 8, a new Block # 21. "Assisted Acquisition Agency Contact Information, "with : Agency Name Agent Name Title Telephone Number(s) Fax Number E-mail Address	NASA	This form can be used for Assisted Acquisition or Buy/Sell activity. Depending on which type of transaction will determine what information needs to be completed and who will sign for both partners.	N	
32	32	General					HUD 1. As a general comment, HUD is highly supportive of OMB's effort to standardize this process. This will bring a great deal of clarity to an area of confusion and will save many hours of effort in resolving discrepancies between conflicting forms, agreements, funding, etc. HUD's responses are divided between substantive and suggestive.	scott.more@hud.gov	Thank you for the information	N	
33	33	GT&C	4	General Instructions			HUD 2. On Page 4, under the heading "General Instructions," we suggest adding the following language before the period at the end of the first sentence in the second paragraph: "and no services may be performed and no goods may be delivered" . Although our proposed language is implied by the current first sentence, we believe it is very important to be absolutely clear that no services may be provided and no goods may be delivered simply through the execution of this GT&C section. We have specific experience with people viewing agreements that are not fiscal obligations as fiscal obligations and believing that services can and should begin. Substantive Comments	HUD	TT-Agree per the TT 5.3.10 mtg	Y	
34	34	GT&C	6	9			HUD 3. On Page 6, Line No. 9, in the "Economy Act" Field Name add the underlined wording to the first sentence in the instructions to read as follows: "Check here if the authority for this IAA falls under the Economy Act, which means no other authority is available for this IAA" Although this legal citation section is clear that only one citation can be selected, we have seen many proposed IAAs citing both the Economy Act and another legal authority for the IAA. Our proposed language would help clarify that the Economy Act can be used only when no other legal authority exists for the proposed IAA.	HUD	TT-Per the TT 5.3.10 meeting - The proposed additional language is not accurate. Although it is generally the case that agencies will use other authority if they have it, this is a decision left to each agency's discretion. The Economy Act does not require that there be no other authority available.	N	
35	35	GT&C	6	9			HUD 4. On Page 6, Line No. 9, under the "Economy Act" Field Name, after the second sentence in the instructions (prior to the parenthetical citation), add the following sentence: "It is important to note that section 1535(d) states, in part, that "[t]he amount obligated is deobligated to the extent that the agency or unit filling the order has not incurred obligations before the end of the period of availability of the appropriation, in (1) providing goods or services; or (2) making an authorized contract with another person to provide the requested goods or services." When one-year funds are used for an IAA, which is very often the case, it is critical for both agencies to remember that funds must be deobligated and returned to the "buyer" agency if the "seller" agency has not met the obligation requirements under section 1535(d). We believe it is important to explicitly remind agencies of these important statutory requirements in these proposed standard IAA documents.	HUD	TT-Per the TT 5.3.10 meeting - will add	Y	

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36	36	GT&C	8	20			HUD 5. On Page 8, Line No. 20 (continued), under the "Approval Date" Field Name, in the second sentence in the instructions, add the underlined clause after "created" to read as follows: "However, a fiscal obligation is not created, and no services may be performed and no goods may be delivered, until the parties execute an Order, which requires the Buyer to describe a bona fide need and to provide funding information that must then be accepted by the Seller." Although our proposed language is implied by the current second sentence, we believe it is very important to be absolutely clear that no services may be provided and no goods may be delivered simply through the execution of this GT&C section. We have specific experience with people viewing agreements that are not fiscal obligations as fiscal obligations and believing that services can and should begin.	HUD	TT-Per the TT 5.3.10 meeting - will add /check with legal on adding this statement from However ...Order 5.18.10 - Legal said okay - will update per comment	Y	
37	37	Order	8	28			HUD 6. On Page 8, Line No. 28, in the instructions for the "ORDER LINE/FUNDING [*Contract] INFORMATION" Field Name, replace the word "should" with the word "shall" to read: "All funding information shall comply with all applicable appropriation law provisions." The use of the word "should" could be interpreted by some to provide some discretion. We need to be clear that following appropriation law provisions is a legal requirement <u>Order Requirements and Funding Information Section</u>	HUD	TT-Per the TT 5.3.10 Meeting - will change to "must"	Y	
38	38	Order	10	29			HUD 7. On Page 10, Line No. 29, in the instructions for the <u>Funding Clauses</u> Field Name, add the following clarifying sentence at the end: "If a 'subject to the availability of funds' clause is used, it is important to note that no services may be performed until the buyer gives written notice to the seller that funds are available and the seller can proceed." Funding clauses, including "subject to the availability of funds" should be used sparingly and cautiously. For example, only severable services can be incrementally funded. We have encountered much confusion over the years about when services can begin or continue under such clauses, so we believe it is important to remind agency staff that no services may be performed until the buyer gives written notice to the seller that funds are available and the seller can proceed.	HUD		Y	
39	39	General					HUD 8. To address the large intra-governmental balance issue that GAO has identified as a high risk item, standardize the IAA numbering schema to include trading partner information (FACTS Department and Bureau IDs) and a sequential number that will assist agencies in reconciling intra-governmental activity. Suggestions	HUD	we are working on a standard IAA numbering schema	N	
40	40	General					HUD 9. When form is digitized, use hyperlinked URLs in the form Suggestions	HUD	Ok	N	
41	41						HUD 10. On both forms, replace the URL for http://www.fsio.gov with a more current address Suggestions	HUD	Agree	Y	
42	42	Order	9	28			HUD 11. On Page 9 of the Order form, in the instructions for Line 28, for the Field Name "BPN + 4," troubleshoot the URL. The existing URL produces an error Suggestions	HUD	OK	Y	
43	43	GT&C	6	13			HUD 12. On Page 6 of the GTC form, in the instructions for Line 13, troubleshoot the URL at the end of the first paragraph (it appears to have an extra space added).	HUD	OK	Y	
44	44	GT&C	5	Order			HUD 13. On Page 5 of the GTC form, in the instructions for the IAA Number, in the box for the Amendment Number, correct the grammatical typo for the first article so that the sentence reads: "Numeric – If this is an amendment, a unique Amendment Number for the GT&C must be entered."	HUD	OK	Y	
45	45	General					HUD 14. Consider adding to the instructions on both forms an explanation conceding that the use of the words "Buyer" and "Seller" are not intended to imply that the interaction between agencies reflects the characteristics of private sector transactions, but is used for ease of reference.	HUD	TT-Per TT 5.3.10 Meeting Change Buyer-Requesting Agency and Seller to Servicing Agency and all references throughout document	Y	
46	46	General					HUD 15. Consider marking the asterisk lines in both forms more clearly to reflect that they are required for Assisted Acquisitions.	HUD	OK	Y	
47	47	Order	1	23			HUD 16. On Page 1, Line No. 23, consider adding the following clarifying sentence prior to the sentence in the bottom of the block: "For modification orders, insert the performance period that reflects the modification."	HUD	Per TT 5.3.10 Meeting will not make comment change, will remove not applicable to Assis Acq, will update instructions to clarify how to amend boxes upon annual review or when things change	Y	
48	48	Order	2	28			HUD 17. On Page 2, Line No. 28, under "Buyer Funding Information," consider including the DUNS number beneath the "Trading Partner Code."	HUD	Per TT 5.3.10 Mtg change to BPN/Dunns and BPN/DUNS +4	Y	
49	49	Order					HUD 18. On Page 3, Line No. 28, consider moving the line for the NAICS number up to the blocks for Buyer and Seller Funding Information.	HUD		N	
50	50	Order	4	34			HUD 19. On Page 4 or 5, either as Line No. 34 or Line No. 35, consider adding a POC block for Contracting POCs. A corresponding instruction would also be needed on Page 12.	HUD	Per TT 5.3.10 mtg update instructions for COTR/COR and additional POC optional boxes. This could be Program and Acquisition contacts or other poc, signatures are optional depending on an agencies need.	Y	
51	51	Order	7	23			HUD 20. On Page 7, Line No. 23, in the instruction for the "Performance Period" Field Name, at the end of the paragraph, consider inserting the sentence: "For modification orders, insert the performance period that reflects the modification." SUPPORTS CHANGE ON FORM-PG 1	HUD	See #47 - per TT 5.3.10 mtg only update the instructions	Y	
52	52	Order	9	28			HUD 21. On Page 9, Line No. 28, consider adding the Field Name "DUNS Number" after the line for "Trading Partner Code." SUPPORTS CHANGE ON FORM-PG 2	HUD	per TT 5.3.10 mtg only update per #48	Y	
53	53	Order	10	28			HUD 22. On Page 10, Line No. 28, consider moving the NAICS number block to Page 9 after the block for "Buyer/Seller Additional Accounting Classification." SUPPORTS CHANGE ON FORM-PG 3	HUD	per TT 5.3.10 mtg see #49	N	
54	54	Order	6				HUD 23. On Page 6, consider deleting the first sentence of the first paragraph and changing the first word of	HUD	Per TT 5.3.10 -will change per comment	Y	

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55						NEA 1. As a small grant-making agency, some of our interagency transactions are joint efforts where either both sides may provide unreimbursed services to issue grants or cooperative agreements. Reimbursement is provided through the IAA for only the full or partial cost of the grants or cooperative agreement awarded. No reimbursement is provided for NEA's staff time for monitoring the project (financial document processing, reporting or programmatic). This form does not address the requirements of SFFAS 4 & 30, which "requires that unreimbursed or under-reimbursed costs of the performing agency be communicated to the recipient of services". Our ability to use this as a standard form will be affected by the need to include such information our IAAs as required by our financial statement auditors (and supposedly all auditors) concerning SFFAS 4 & 30, etc. See below for a sample of what we are currently including in our IAA's:	NEA	Agencies should use the additional Buyer/Seller clauses to capture specific business processes related to their IAAs	I	
56						PUT EXAMPLE information here	NEA		NA	
57	GT&C	1	7			NEA 2. Block 7 asks whether Advance Payments are allowed. If "no" is checked on the GTA, then the assumption is that this would be a reimbursable without an advance	NEA	Correct	N	
58	Order	1	24			NEA 3. Block 24. "Advance Information" – Block 24a works for any advance dollar amount of the order. However, shouldn't block 24b be addressing the "Revenue Accounting Methodology", and not the "Advance Accounting Methodology" data? The accounting questions for advance versus reimbursement, SFFAS 4 & 30 information, transaction types/codes should follow.	NEA	Per TT 5.3.10 mtg - will change title per comment - this box changes per SSFAS 7 also	Y	
59	General					NEA 4. Many agencies already have a one or two page funding form that lists the majority of relevant accounting data items—we use a "Funds In or a Funds Out" template to default our standard data elements along with an IAA outline template to address the particulars of an IAA. Best practices should be utilized to streamline these forms.	NEA	Thank you for the information	N	
60	GT&C	1	9			NEA 5. Why is there a seller's authority section [Block 9] but not a buyer's? Although one could include it in the buyer's clause section [Block 17], shouldn't there be consistency in information provided? Does only the seller need authority? It is recommended that the "Other Fund" be moved to the last block to flow into the citation block.	NEA	Per the TT, Buyer's Authority is not necessary.	N	
61	General					NEA 6. There should also be a buyer's tracking number. Agencies have systems that need document numbers, which use various formatting. The "new" IAA number may not fit well in their document fields.	NEA	The IAA Number is the Buyer's number until an automated solution is created and it will assign a unique number	N	
62	General					NEA 7. Is this document intended to address all types of Interagency transactions and their corresponding accounting treatments? We would suggest the use of sections for the different types that would include all their reporting/auditing/practical data elements, which would allow the form to be standardized and all-inclusive, and yet use only the sections needed to shorten the end product. Some examples of different types of IAAs are: * "Buying" cross-servicing from other federal agencies (Payroll, Accounting, Health services, etc.) * "Buying" mandated fees, services (GMLob, Grants.gov, Worker's Comp, Unemployment, etc.) * "Buying" supplies (GSA) * Providing funding to/from other agencies to support an existing agency program that benefits the partner agency as well as the public. These are more of a "pass-thru" that allows more to be done with support from another agency that has a mutual interest. * Agreements between different branches of government (Executive, Legislative, and Judicial) for which there are competing	NEA	We are working on identifying an inventory of reimbursable activity that can use the IAA. We would appreciate NEA providing their inventory. We are also available to work with NEA on their transition plan to the new standard IAA.	N	
63	Order	1	21			NSF 1. Per the instructions, Block 21 is for the organization name and address, which for many would be a subagency under the trading partner. This is the entity organization and not a specific person, so it does not make sense to include "email address". The people contacts are under the Contact Information section. We would also suggest clarifying the instructions that "name" means organization name and not a person; therefore, inclusion of general contact numbers will not be necessary and to be deleted. The instructions should also include an added note to direct the form user to put person specific info under Contacts (blocks 32-35).	NSF	Per TT 5.3.10 mtg - will change per comment	Y	
64	General					SEE MAX for Form examples with Changes	NSF			
65	Order	1	22	Modification Funding Chart		NSF 2. Block 22 of the Order for Modifications does not make sense and is not easy to use – especially if you want to add a line and additional funding. NSF has mocked up an example of a revised block 22 to track funding changes. Also included a question about whether the mod involves adding a line, which could be a common reason for a modification.	NSF	AI - Per TT 5.3.10 Mtg. - team will review NSF box 22 mock up and give comments or additional mock up by May 14th 5.18.10 - comments received will be incorporated into June 3rd draft	Y	
66	Order	1	28	Order Line		NSF 3. The biggest issue with the Order form is defining what blocks relate only to the individual line and putting all of the line info on one stand alone page to make it easier to insert extra line pages as needed. NSF is assuming that only block 28 is definitely all Line-specific and that the following blocks 29-35 are for the Order as a whole (although in the mock-up, we have also renumbered and moved/rearranged some of the lines).	NSF	AI - Per TT 5.3.10 Mtg. - team will review NSF box 22 [BOX 25] mock up and give comments or additional mock up by May 14th 5.18.10 - comments received will be incorporated into June 3rd draft	Y	

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67	Order	1	28	Order Line		NSF 4. In order to segregate block 28, which is currently spread between page2 and 3 of the form, there is going to be a formatting challenge. One choice is move the billing and payment blocks 25-27 to fall after block 28, which would then necessitate renumbering four of the blocks (i.e., the Line info would become block 25 and the billing/payment blocks would become blocks 26-28). The other solution is to spread out the blocks to make block 28 stand alone, which will result in another page. Regardless of which solution is chosen, block 28 does need some rearrangement and added cost clarification for non-assisted acquisition orders. Specifically, the funding expiration and cancellation dates need to be grouped to the funding codes – not after the scope, where it is currently pushed to another page. These dates are critical and directly related to the Appropriations being transferred.	NSF	AI - Per TT 5.3.10 Mtg. - team will review NSF box 22 [BOX 25] mock up and give comments or additional mock up by May 14th 5.18.10 - comments received will be incorporated into June 3rd draft	Y	
68	General					NSF 5. NSF also suggests removing the * in Blocks 20, 21 and 32 since it is misleading to prefix the Buyer and Seller Agencies with the * because users would automatically equate them to be fields for Assisted Acquisitions use only.	kdasuki@nsf.gov	Ok - remove *** in referenced boxes	Y	
69	General					NSF 6. The term Amendment is used in the first few pages in the GT&C section. However, when the 'order' section starts, the term Modification is used. Contracts are modified and IAAs are amended.	kdasuki@nsf.gov	Per TT 5.3.10 Mtg - no change - terms used per OFPPP Assisted Acquisition document. (Same as 69, 337, 393) Will review instructions for clarity	Y	
70	General					General GTC Form Comments: - General Terms and Conditions" is an awkward and misleading title. This document contains very specific information about the parties and the particular agreement. It should not be confused with a standardized Terms and Conditions that contains general provisions which do not change from one agreement to the next. This is really a framework or umbrella agreement, the basic agreement against which orders will be placed. Also, it would be helpful to add space for a short descriptive title. Many MOUs have that on the cover page. It makes for easy reference, and can help clear up confusion when there is a typo in the IAA number.	DOC	The "General Terms and Conditions" section is standardized terms and conditions for each order supporting the GT&C, which will not change from one agreement to the next. Description box already contained on form.	N	
71	GT&C	1	9			General GTC Form Comments:- Some of the requirements that are buried in the instructions/description should be included on the form itself. For example, requirement for a D&F for Economy Act agreements should be included on the form. Also, a D&F should be required to be included with the Economy Act agreement, not just maintained on file.	DOC	Please see instructions. The Economy Act only requires the buyer to maintain a D&F, and not attach it.	N	
72	GT&C					General GTC Form Comments:- A section on responsibilities of the parties should be included on the form.	DOC	from one agreement to the next. Description box already contained on	N	
73	GT&C					General GTC Form Comments:- There is no section to provide a background, a purpose, etc. to actually get a feel for what the parties are agreeing to. Of course, these can be listed as attachments but then what's the point of developing a template IAA when you have to include all these attachments.	DOC	form.	N	
74	General					General GTC Form Comments:- In the memo that will announce the release of these standard form IAAs, it should be clarified whether these GT&C and Order forms are meant to replace the Part A and Part B assisted acquisition forms released on June 6, 2008 by OMB. All the asterisks, references to assisted acquisitions, and citations to the June 6 memo (http://www.whitehouse.gov/omb/procurement/interagency_acq/iaac_revised.pdf) make it seem like these two forms will replace the Part A and Part B.	DOC	Agreed - OMB is working on a joint consistent policy between OFFM and OFPP for the standard IAA form	N	
75	GT&C	1	5			Page 1: Section 5 Comments: Since the start date should be effective when signed by both parties and the instructions clearly state that the start date must be on or after the date of signature, it would be easier to just have the option of checking "date of signature" as the start date.	DOC	Thank you for the information	N	
76	GT&C	1	6			Page 1: Section 6 Comments: This section is really not relevant. Recommend removing it from this form but if kept the purpose of the two selections should be revised. The "multiple order" anticipates an umbrella agreement with multiple implementing parts, and, if the parties mark "single order" but later decide to amend by adding another section, will this section need to be amended?	DOC	If an agency changes from a 1:1 to a 1 GT&C to many orders a GT&C amendment would need to be done to account for this change.	N	
77	GT&C	1	8			Page 1: Section 8 Comments: In this section it is not clear why the estimate does not apply to assisted acquisitions, which are subcategory of interagency agreements.	DOC	According to OMB-OFP, this information is not required for assisted acquisitions	N	
78	GT&C	1	9			Page 1: Section 9 Comments: It would be more accurate to call this section the fund transfer authority, and then ask for programmatic authority for each party. Also, the purchaser's authority is important in this section. Especially for Economy Act agreements, this authority is an integral part of the agreement. It could be added as Section 9a.	DOC	Per the TT, Buyer's Authority is not necessary.	N	
79	GT&C	2	10			Page 2: Section 10 Comments: This section should be combined with section 16; otherwise it looks like much of section 16 is repetitive. Also, this section should contain more detail. The blank box indicates that it would be sufficient to just use that box; however, in most cases, that won't be sufficient. The scope should contain milestones and deliverables, and in many cases, a budget breakdown. Program offices are not going to understand that when they just see a small box labeled "Buyer's Scope." Lastly, write out "Scope of Work" or similar description, instead of just "Scope".	DOC	Each agency will need to determine what is included in the Buyer's Scope. Boxes 16-19 provide more space for additional information required before the agreement is signed.	N	
80	GT&C	2	11			Page 2: Section 11 Comments: This section should be combined with sections 17 and 18.	DOC	Thank you for the information	N	

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2	Comment #	IAA Section GT&C, Order, or General	Page #	Section Number	Section or Subsection Heading Reference	Excerpt from Document	Comment	Organization (Agency or Company)	Response	Update Paper Form Y or N	Change to Form
81	81	GT&C	2	13			Page 2: Section 13 Comments: In this section it is not clear what is exactly meant by termination, dispute, or protect clauses, specifically related to agency business. It was my understanding that OMB's termination and dispute language was meant to replace and not supplement agency-specific clauses. There does not appear to be any language related to financial obligations on the parts of the agencies in the event of a cancellation. There should be some sort of cancellation language for non-assisted acquisition IAA, such as "If the requesting agency cancels the order, the providing agency is authorized to collect costs incurred prior to cancellation of the order plus any termination costs, up to the total cost of the agreement as specified in box 8." The Intra-governmental Business Rules don't really address termination, except for costs incurred.	DOC	The Intragovernmental business rules states the necessary information. Buyers/Sellers can add Cancellation language can be added as clause prior to signing the agreement.	N	
82	82	GT&C	2	14			Page 2: Section 14 Comments: How is this list made available?	DOC	By fax or email, as an attachment to the IAA	N	
83	83	GT&C	2	15			Page 2: Section 15 Comments: How is this list made available?	DOC	By fax or email, as an attachment to the IAA	N	
84	84	GT&C	2	16			Page 2: Section 16 Comments: See comment from section 10.	DOC	This is required information for Assisted Acquisitions, but may be used by any agency that wants to capture R&R	N	
85	85	GT&C	3	17			Page 3: Section 17 Comments: See comment from section 11.	DOC	Thank you for the information	N	
86	86	GT&C	3	18			Page 3: Section 18 Comments: See comment from section 11.	DOC	Thank you for the information	N	
87	87	GT&C	6	9			Page3: Section 19 Comments: It needs to be clear here that the buyer needs to provide a determination and finding statement for all Economy Act transactions.	DOC	Please see instructions. The Economy Act only requires the buyer to maintain a D&F, and not attach it.	N	
88	88	GT&C	3	20			Page 3: Section 20 Comments: This section should include general contact information for the buyer and seller. This information may be different from the contact information on the order form. Also, right above section 20 there is language stating that for assisted acquisitions, the parties agree to jointly review the GT&C at least annually. This should apply to all multi-year IAAs, not just assisted acquisitions.	DOC	Per TT 5.3.10 Mtg - change per comment	Y	
89	89	GT&C	4		General Instructions		Page 4: General Instructions The fsio.gov website reference should be updated for CFO Council website when changeover is complete. Right now, I was not able to view the referenced Standard Business Processes document following the links.	DOC	Update FSIO URL	Y	
90	90	GT&C	4		General Instructions		IAA number: what is meant by "Alphanumeric"? That suggests both letters and numbers, but the system seems to only use numbers.	DOC	The schema for this field will allow both numbers and letters.	N	
91	91	GT&C	6	10	instructions		Page 6: Section 10 Comments: What is meant by "recurring agreement that will be renewed on an annual or other basis, unless a notice to discontinue is received"? Doesn't that mean the agreement period is indefinite? If the end date is to have any meaning, renewals should be done by amendment. Otherwise, in box 5 for agreement period, the form should include the ability to check off that it is ongoing.	DOC	The agreement is recurring at set periods of time within the agreement period	N	
92	92	GT&C	7	19			Page7: Section 19 Comments: The requirement for Buyer to keep a D&F on file indicates the D&F does not have to be attached as part of the agreement. How will a seller know that a proper D&F has been prepared? It should be included, or a check-off box should be included for the buyer to certify that the D&F is properly done. (Note: drop the 's' from "Findings"; see FAR provision)	DOC	According to Treasury, FMS Legal, this information is sufficient	N	
93	93	GT&C	8	20			Page7: Section 20 Comments: Can the agreement period begin at a date after signing? E.g., the parties may prepare it and sign it late in one fiscal year, to begin on Oct 1 the next fiscal year. Since there is no obligation of funds, that should be permissible. The instructions don't provide for that because they state only that it is effective on date of signature.	DOC	Please see instructions - start date "must be on OR after the date the IAA is signed by both parties."	N	
94	94	Order	1	21			Page 1: Section 21 Comments: This section appears to be redundant to section 35. It might be slightly clearer to just combine these sections.	DOC	Please see instructions	N	
95	95	Order	1	22	Modification Funding Chart		Page 1: Section 22 Comments: In this section the Modification Funding chart is confusing and appears to only work for modifications to the funding amount, not funding type or frequency, etc. This format invites the possibility of improperly incrementally funds for non-severable services; improperly treating as a new obligation an upward adjustment to an existing obligation that is necessary because of an underestimation of the cost of a service (rather than relating the obligation back to the date of the initial Order); or, increasing an existing obligation to a previously recorded transaction because new work will be undertaken that is exactly the same as prior work even though such a transaction should constitute a new obligation because it is to meet a new bona fide need (in which case, a new Order form should be used; but neither the form nor the directions make clear that a new bona fide need requires a new Order and constitutes a new obligation).	DOC	AI - per box 67 5.18.10 - comments received will be incorporated into June 3rd draft	Y	
96	96	Order	1	23			Page 1: Section 23 Comments: Since the start date should be effective when signed by both parties and the instructions clearly state that the start date must be on or after the date of signature, it would be easier to just have the option of checking "date of signature" as the start date.	DOC	Thank you for the information	N	

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97	97	Order	2	28		Bona Fide Need	Page 2: Section 28 Comments: In this section the Description of the Product/Services has an asterisk prior to "Bona Fide Need," which incorrectly implies that a bona fide need determination is only required of assisted acquisitions.	DOC	Per TT 5.3.10 mtg - okay will change with new box 28 set	Y	
98	98	Order	2	28	Funding expiration date		It also would make better sense to have the "buyer funding expiration date" information closer to the TAS code and the "buyer funding cancellation date" seems unnecessary.	DOC	Per TT 5.3.10 Mtg - agree to change but will keep "cancellation date per NSF mock up	Y	
99	99	Order	2	28	Cancellation Date		Also, it is not clear why the Cancellation Date information is needed in the Order form; it is rare for an appropriation's cancellation date to impact performance under an interagency agreement, but it is quite common for individuals to mistakenly believe that the cancellation date of an appropriation somehow extends the obligational availability of the appropriation or that it somehow absolves them with complying with the Economy Act's deobligation requirement. At a minimum, the directions portion of the form should explain the distinction between obligational availability and availability to liquidate against properly incurred obligations until the appropriation's cancellation date. This section could simply read, "The last date the payment must be disbursed is five years from the expiration date." Making people do the math here seems very unnecessary.	DOC	Per TT 5.3.10 mtg - update instructions per bold	Y	
100	100	Order	3	28	Severability Determination		Lastly, Severability Determination – The Bona Fide Needs Rule applies equally to basic interagency transaction and assisted acquisition interagency transactions. If severability must be checked off, it should be checked off for all agreements, not just those that relate to an assisted acquisition.	DOC	per TT 5.3.10 mtg, remove * on form and instructions and remove "for Assisted Acquisition"	Y	
101	101	Order	5	35			Page 5: Section 35 Comments: See comment from section 21.	DOC	Thank you for the information	N	
102	102	General					Amendments for General Terms v. Modifications for Funding Sections: Could you have a situation where you would amend the General Terms but not modify the Funding sections? And vice versa? This seems like it would lead to a lot of confusion."	DOC	Yes, the new IAA Number schema will help to keep what is being modified - please see instructions	N	
103	103	General					Order Final IAA Comments: This process is cumbersome and confusing. It is also misleading in many respects from a legal standpoint. It's unclear why agencies with a formalized process for drafting and clearing interagency agreements will be mandated to adopt this form when it does not fully meet all needs. It raises more questions than it answers.	DOC	This form was developed to be flexible for all agencies to use and promotes communication and standardization for reimbursable activity across the government	N	
104	104	General					General Comment: The template agreement has way too much information 8 to 12 pages for one agreement seems a bit much. Some of our agreements are two pages long and under \$5,000.00. Also the format with all the boxes is very hard to read	DOC	Thank you, most of the pages are instructions. changes are being considered related to specific requests	N	
105	105	Order	1		IAA Number		Order Page 1: Will there be a central numbering system? Will each Agency have their own numbering system?	DOC	Each Buyer should manage the IAA numbers until an automated Intragovernmental Solution is released	N	
106	106	GT&C	1	9			Order Page 1: Where are we suppose to put the Legal Authority to transfer the funds and the Programmatic Authority to enter into the agreement? This is needed for both Agencies.	DOC	GT&C, Page 1, item 9 Please see instructions Per the TT, Buyer's Authority is not necessary.	N	
107	107	General			IAA Number		If the new IAA is created to standardize the process throughout the federal government, clarify how the IAA Numbers are assigned and tracked? The description for the IAA number in the GT&C section is not clear.	DOC	Each Buyer should manage the IAA numbers until an automated Intragovernmental Solution is released	N	
108	108	GT&C			General		The GT&C sections looks like the CD572 form which is part of the reason that the 572 form is no longer in use in Commerce.	DOC	Thank you We look forward to working with Commerce to implement the IAA	N	
109	109	General			Assisted Acquisition additional requirements		The sections of the new IAA form seem excessive (e.g. if request attachments for organizer authorized to request assisted acquisitions, role & responsibilities of buyer/seller, etc). Our current MOU/IAA form achieves the desired outcome without requesting the excessive information. Additionally, the template has a lot of information (e.g. fields) that is not easy to follow.	DOC	The form will be updated wherever possible to include information for all IG types, including AA	Y	
110	110	General			General		Recommend revisiting the reasons for the new standard form. This proposed form does not improve or enhance the process. While the form captures the essential elements for interagency agreements, this format convolutes or makes the process unnecessarily more complex than it should be. The Commerce forms and process currently meets our department's IAA/MOU needs.	DOC	Thank you We look forward to working with Commerce to implement the IAA	N	
111	111	General					General Comment: Will the DOE and NASA be using this form also. We get great repercussions from both agencies as they already have an established form they use.	DOC	This form will be used Governmentwide by all agencies	N	
112	112	General					General Comment: Is this template to be used on all Reimbursables, or just Reimbursables where there is a need to purchase something for the project, or contract any work out.	DOC	We are working on an inventory of reimbursable transaction types that will use IAA. Would you like to volunteer for Commerce to provide your inventory?	N	
113	113	General					General comment: Since both the GTC and Order documents must be kept together, and require some of the same information, could the two be combined in some way. Having a space exist for the order information to be filled out on the GTC document and when the bona fide need is determined, the order information is then filled in	DOC	Each section serves a different purpose.	N	
114	114	General					General comment: Implementation of these forms at a manual stage will cost agencies time and money. Not only will there be paper copies of a form floating around, but additional staff will be needed to track and fill out these forms. In addition, depending on the financial system, as is the case at Census, the agreement and order information must be entered into the core financial system. This would mean that we would continue to have to do the work in the system, and then also add additional manual work to accomplish the same outcome.	DOC	We (OMB/Treasury) are working on an implementation strategy for the IAA. We are interested in working with the agencies to help them with this challenge.	I	
115	115	General					General Comment: For IAA number: What agency and buyer number is the first 8 digits? Is this some type of established number that is the same for each agency or is this some type of number that is made up at the time of the agreement?	DOC	Each Buyer should manage the IAA numbers until an automated Intragovernmental Solution is released	N	

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116	116	GT&C	1	4			GT & C: Page 1, line #4: Add "Completed" as an option. Comment: IAAs should be followed from beginning to end.	DOC	Per TT 5.3.10 mtg- do not agree	N	
117	117	GT&C	6	7	FSIO URL		GT & C: Page 6, line #7: Per the link "http://www.fsio.gov", FSIO has ceased operations and the website will remain available until May 1, 2010. The documents will be transferred to the CFO Council website www.cfoc.gov on or before May 1, 2010, so this should be reflected in this document.	DOC	Update FSIO URL	Y	
118	118	Order	1	22			Order Page 1, line #22: Add "Completed" as an option.	DOC	Per TT 5.3.10 mtg - do not agree	N	
119	119	Order	1	22	Modification Funding Chart		Order Page 1, line #22: The "For Modifications to Funding Info." is confusing	DOC	AI - per box 67 5.18.10 - comments received will be incorporated into June 3rd draft	Y	
120	120	Order	1	28	Order Line Information		Order Page 1, line #28: Add section for "Project Number".	DOC	Per TT 5.3.10 mtg - update Additional Accounting Class to include / information and update instructions to include , such as project number	Y	
121	121	Order	1	28	Order Line Information		Order Page 1, line #28: If there are multiple projects to one agreement, where will they be listed?	DOC	Per TT 5.3.10 mtg - to do one project per Order or one project per Order line	Y	
122	122	Order	1	28			Order Page 1, line #28: Is the "BPN+4" the same as "DUNS+4"? If not, please add "DUNS+4".	DOC	Per TT 5.3.10 mtg - agree to change	Y	
123	123	General					Why do we need 2 lengthy forms for MOU's? To fill out the General Terms and Conditions AND another 12 page document seems excessive.	DOC	Pages 6-12 are instructions	N	
124	124	GT&C	5	5	Agreement Period		GT&C Page 5: Line No. 5 Agreement Period states that an IAA start date "must be on OR after the date the IAA is signed by both parties". How will agencies deal with emergency work when it takes months to clear agreements through OGC and get all signatures? Most DOC bureaus use the TWA (temporary work authority) functionality in CBS. Can all signatures be obtained prior to clearance through OGC? (Also referred to on page 7, Line 20)	DOC	Per TT 5.3.10 mtg - C to get statute. There is an exception for emergency work - like Katrina 5.18.10 - TH to follow up. Legal found regulation from 2006, modification to FAR - DoD, GSA and NASA - keep open 5.25.10 - still working on	?	
125	125	Order	7	24			Order Page 7: Note 1 on Line No. 24 states, "Please work with the agency's finance department to determine the correct accounting method for this advance." This could be difficult to accomplish when program managers and procurement offices are drafting and signing agreements, not Finance offices, and they are not accountants. This adds additional complexity to negotiations.	DOC	To correct reimbursable reconciliation audit findings, this form was developed to encourage communication between areas of an agency as well as with your trading partner.	N	
126	126	Order	1	23			Order Page 1: Is the Performance Period in #23 from the agreement or the funding document? Both are important and are often not the same.	DOC	Please see the instructions	N	
127	127	Order	2				Order Page 2: Need to include the federal sponsor's appropriation and it's expiration date to check against the performance period. There could be a conflict which would need to be resolved.	DOC	Information included on the Order #28	N	
128	128	Order	7	23			Order Page 7: Need to define Performance Period in Line No. 23. Does this relate to the agreement or the funding document?	DOC	Please see the instructions	N	
129	129	General					General Comment: Already processing FY10 fourth quarter agreements. Assume this will not be required until FY11.	DOC	We (OMB/Treasury) are working on an implementation strategy for the IAA.	N	
130	130	General					General Comment: Already have multi-year agreements in place with Federal partners. Will amendments/annexes to those already existing agreements need to follow this new form?	DOC	Implementation Issue	I	
131	131	General					General Comment: Is this form only for funded agreements between Federal entities? Not to be used with other partners or for unfunded general collaborative work between Federal partners?	DOC	What is "unfunded general collaborative work"?	I	
132	132	General					General Comment: DOD often uses a MIPR that DOC must amend. Will DOD be required to use this form as well?	DOC	We are working with DoD to replace the MIPR with the IAA	N	
133	133	General					General Comment: Will there be a Government-wide tracking system?	DOC	We are working on an automated IG solution which will include a unique IAA number for tracking	N	
134	134	General			IAA Number		General Comment: IAA Number: Instructions not clear as to how the parties are to develop each IAA number. Do the parties just agree between themselves as to the GT&C #? NOS has a dB that creates a unique NOS Agreement Code that we use for tracking. This requirement will require modification to our dB.	DOC	Each Buyer should manage or agree on the IAA number until an automated Intragovernmental Solution is released	N	
135	135	General					General Comment: Order, Seller Agreement Tracking Number - again, NOS dB creates its own unique agreement code for tracking whether we are the seller or buyer.	DOC	Each Buyer should manage or agree on the IAA number until an automated Intragovernmental Solution is released	N	
136	136	GT&C	1	9	authority		GT&C Page1, Section 9, Seller's Authority: Do we no longer need to provide both parties' programmatic authorities? Only the Seller's authority to transfer funds?	DOC	Per the TT, Buyer's Authority is not necessary.	N	
137	137	Order	2	28	Funding Cancellation Date		Order Page 2: Line No. 28, Field Name-Buyer Funding Cancellation Date: Instruction for this item may be made more clear by the following revision, i.e., "For each line, enter the date (Month, Day, Year) that the Buyer/Requesting Agency's funds will expire (rather than cancel) for this Order Line.	DOC	Please see instructions	N	
138	138	General					General Comment: Instructions should be consistent. The GTC instructions are in front of the form. The funding instructions are in the back of the form. Confusing.	DOC	They are both in the back of each section.	N	
139	139	General					General Comment: The Instruction Form is confusing. Number 1 and 2 are in a different format that the rest of the numbers. It makes it look like 3-20 are part of number 2.	DOC	Thank you for the information	N	
140	140	GT&C	2	16			GT&C Page 2, Section 16: No reference for how to find Roles and Responsibilities. Add OFFPP memorandum information.	DOC	If this is an Assisted Acquisition transaction the trading partners will have to attache the roles and responsibilities as agreed upon	N	
141	141	GT&C	4		FSIO URL		GT&C Page 4: fsio.gov website is obsolete. Effective 4/1/2010 FSIO is closed and ceased operations on March 31. Information will be on www.cfoc.gov effective May 1, 2010.	DOC	Ok-Update FSIO URL	Y	

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	142	GT&C	4				instructions	DOC	Ok-Change to read "these instructions"	Y	
142							GT&C Page 4: * Assisted Acquisitions: This is referred to as a "section" . The GT&C and Funding are labeled as sections. There does not seem to be a "section" for Assisted Acquisitions.	DOC			
143	143	GT&C	5	3			GT&C Page 5: Number 3 - Assisted Acquisition Agreement. It says to follow the guidance at the whitehouse link. The link takes you to the 2008 Memorandum. Is it going to be updated?	DOC	The OFPP 2008 memorandum is under construction to map to the new IAA	O	
144	144	GT&C	6	9			GT&C Page 6: Number 9. Why is there no Buyer Authority asked for?	DOC	Per the TT, Buyer's Authority is not necessary.	N	
145	145	GT&C	7				GT&C Page 7: Agency Official. Shouldn't the Official do more than ensure the scope of the work? Shouldn't they also be responsible for approving all the terms and conditions, including statutory and regulatory requirements, especially if an Interagency Acquisitions?	DOC	This person could be the same authority that signs the GT&C	N	
146	146	Order	1	23			Order Page 1: Funding Information – Number 23. Why is the Period of Performance not applicable for Assisted Acquisitions? The Buyer may need the service or product within a specific period of performance. Shouldn't the agreement period of performance cover the period of performance and closeout of the contract?	DOC	Per TT 5.3.10 mtg - it is applicable - change to be made	Y	
147	147	Order	2	28			Order Page 2: Line Number. What is this? Do you mean CLIN on a contract? Please clarify.	DOC	An Order can have multiple lines, this is the number that tracks to each line	N	
148	148	Order	3	28			Order Page 3: Contract Cost – For Interagency Acquisitions, the cost of a contract will not be known until the contract is awarded. The contract has not been awarded at the time of the agreement. The Independent Government Cost Estimate will be known at the time of the agreement, but the specific cost may not be known until award.	DOC	This is the contract cost under an assisted acquisition agreement	N	
149	149	Order	3	28			Order Page 3: Type of Contract Requirement – Incorrect. Type of Contract means whether it is a fixed price or cost-type contract, etc. Should be changed to say "Type of Service" .	DOC	Per TT 5.3.10 mtg - Please use additional accounting classification	Y	
150	150	Order	11	32			Order Page 11: Program Official. The Buyer Program Office will not know the unique procurement requirements.	DOC	To correct reimbursable reconciliation audit findings, this form was developed to encourage communication between areas of an agency as well as with your trading partner.	N	
151	151	Order	12	34			Order Page 12: Number 34 – Note: Finance Official should not be the COTR. The COTR is the Contracting Officer's Technical Representative. He/she is the technical expert, not finance office point of contact.	DOC	Please read the instructions	N	
152	152	GT&C	4				GT&C Page 4 General Instructions: does "execute" mean the same as signatures?	DOC	Execute - To do the order	N	
153	153	GT&C	4				GT&C Page 4: How does the buyer determine the POC for the Seller?	DOC	Communicate with the Seller	N	
154	154	GT&C	5	5			GT&C Page 5 #5: Define Assistance. Does this equate to funding?	DOC	Such as in an "assisted" acquisition	N	
155	155	GT&C	5	5			GT&C Page 5 #5 Start Date: Comment: If using an electronic signature, can this date be populated at that time? This will be difficult to guess without knowing the processing time.	DOC	The date is the day the signature was completed	N	
156	156	Order	1	23			Order Page 1: #23: Need both Performance Period of Performance dates and Funding Expiration date. In the past, this has caused lots of problems.	DOC	Both are included	N	
157	157	Order	1	24			Order Page 1: #24: Since when does the Fed pay in advance, other than travel?	DOC	Please check with your finance department	N	
158	158	Order	3	29			Order Page 3: #29: What are the funding clauses?	DOC	This area is provided if there are any specific funding clauses between trading partners for each agreement	N	
159	159	Order	6		FSIO URL		Order Page 6: General Instructions: http://www.fsio.gov This site is out of business.	DOC	Agreed - OMB is working on a joint consistent policy between OFFM and OFPP for the standard IAA form Update FSIO URL	Y	
160	160	Order	8	25			Order Page 8: #25 Payment options would indicate Fed to Fed bank card and a check as the payment. How is this?	DOC	IPAC is the preferred method of payment	N	
161	161	Order	9	27			Order Page 9: #27: Payment terms for Fed to Fed?	DOC	IPAC is the preferred method of payment	N	
162	162	Order	9	28			Order Page 9: #28 continued: Description of Products... is confusing. Need to indicate Enter "SOW is attached". Then add it as an attachment.	DOC	Included in instructions	N	
163	163	Order	9	28			Order Page 9: #28 continued: Define Bona Fide need.	DOC	Please refer to Chapter 5, Section B of the GAO Red Book, which is located at http://www.gao.gov/special.pubs/d04261sp.pdf	N	
164	164	Order	10	28			Order Page 10: Buyer Funding Expiration date... Is this required for each line?	DOC	Yes	N	
165	165	Order	10	28			Order Page 10: Units of Measure What are the options?	DOC	Each IAA will determine what the UoM is	N	
166	166	Order	11	28			Order Page 11: #32 Who will be the Requesting Agencies Program POC?	DOC	Communication between trading partners will provide this information	N	
167	167	Order	11	33			Order Page 11: # 33 Is this the Line Office (LO) or the Financial Management Center (FMC) ?	DOC	If they are the funds approving official for that IAA	N	
168	168	Order	2	25			Order Page 2: #25: Does the Fed now accept bankcards? When were we able to use Bankcards for Reimbursable agreements?	DOC	IPAC is the preferred method of payment	N	
169	169	GT&C	1	9			EPA 1) There is no block to show the statutory authority the work is being completed under.	EPA	GT&C, Page 1, item 9 Please see instructions	N	
170	170	GT&C	1	9			EPA 2) There is no block to show the statutory authority of the funds being provided.	EPA	GT&C, Page 1, item 9 Please see instructions Per the TT, Buyer's Authority is not necessary.	N	
171	171	GT&C	1	8			EPA 4) There is no block to show a breakdown of indirect costs, where applicable.	EPA	GT&C, page 1, item 8 Please see instructions	N	
172	172						EPA 5) There is no section showing the breakdown of budget categories that the funds are to be used for on the project.	EPA	Per TT 5.3.10 mtg - change to be made according to comment; object class is available as an optional field for agency use	N	
173	173	Order	4	34			EPA 6) In the funding section, there is no section to show the bill-to address for the other agency.	EPA	Order, page 4, item 34 please see instructions	N	

	A	B	C	D	E	F	G	H	I	J	K
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	174	General					EPA 7) In the funding section, where the information appears showing the accounting information. Some of these areas need to be "required" to mirror what is required on the actual IPAC document. As most IPAC's now require the TAS of the other agency we are collecting funds from, there are times the other agency will not provide that information. This type of information that is required on the IPAC document, should be required to be provided by the other agency as well.	EPA	All areas are required unless they are <i>italicized</i>	N	
174	175	Order	1	22	modifying funding chart		EPA 8) The block for modifying the funds, can be confusing in its current format. A better format could be used to make it more clear.	EPA	AI - per box 67 5.18.10 - comments received will be incorporated into June 3rd draft	Y	
176	176	Order	4	34			EPA 9) Adding an area of the other agency's finance contact information is helpful.	EPA	Order, page 4, item 34 please see instructions	N	
177	177	Order	2	28			EPA 10) There is no block for accounting line information input for the Seller, or the Buyer.	EPA	Order, page 2, item 28 please see instructions	N	
178	178	Order	2	28			EPA 11) What happens when there is more than one funding document provided by the other agency? Would this require even more extra pages to describe each and every one?	EPA	There might be more than one order line per Order	N	
179	179	Order	1	24			EPA 12) On an advance, it may be good to require the other agency to document how they are going to recognize it on their books, as this may help with trading partner reconciliations when there are issues.	EPA	Excellent comment - that is why we are requiring that information on the Order, page 1, #24, this will be updated to account for SFFAS #7	N	
180	180	Order	2	28	Order Line Information		EPA 13) On the lines of accounting block(s) that are currently missing, it would be important to make it large enough for multiple lines.	EPA	per TT 5.3.10 mtg - looking at new structure for line 28	Y	
181	181	General	n/a		General		Should there be a statement in regards to IPAC adjustments/chargebacks? All other TPA (Trading Partner Agreement)/IAA's (Interagency Agreement) I have seen state very specifically that IPAC adjustments are only allowed for very specific reasons. I think we should request this statement to be added. The reasons I have seen are: 1. funds charged do not belong to receiver 2. duplicate billing/payment 3. proper supporting documentation not provided 4. billing exceeds funding authority	GSA, OCFO, BCEA	TPA are separate from IAA. We are working to provide concise definitions in a future TMF.	N	
182	182	General	n/a		General		Should there be a statement in regards to IPAC transactions towards the end of month? Something like...Both parties agree there will be no IPAC transactions during the last ____ business days of the month without prior approval of both parties.	GSA, OCFO, BCEA	Trading partners can add this information in a clause before signing	N	
183	183	GT&C	n/a		General		Add Treasury Account Symbol (TAS) and Business Event Type Code (BETC) to the BUYER (Requesting Products/Services) and the SELLER (Providing Products/Services).	GSA, OCFO, BCEA	Included on Order See, p2 #28 and instructions	N	
184	184	Order	2	28			Add Agency Location Code (ALC) to each order line section.	GSA, OCFO, BCEA	Included on Order See, p2 #28 and instructions	N	
185	185	General	n/a		General		For most of the IAA's which are received, there is a one to one relationship (one agreement to one funding source). We also receive IAA's which have a one to many relationship (one agreement number to multiple funding sources). For example, The Interagency Council Program has an agreement (IAA) with the Dept of Transportation. In the IAA, there is a payment section which has multiple bureaus with different ALC's with the Dept of Transportation. Therefore, it is necessary to IPAC multiple funding sources for one agreement. This is the reasoning for adding the ALC, TAS, BETC and Funding Document on both the IAA GT&C and the IAA - Order Section.	GSA, OCFO, BCEA	Included on Order See, p2 #28 and instructions	N	
186	186	General	n/a		General		The instructions and definitions provided are wonderful. However, there isn't a general statement of use - i.e.. The purpose of this form is _____ and is intended to be used by _____ for _____.	GSA, OCFO, Ext er	Thank you for the information. That information is captured on the GT&C #1 and Order #21	N	
187	187	Order	6	32	ADVANCE INFORMATION - Future Recognition Explanation	If the Future Recognition is checked...	Consider included a standard methodology(ies) as an option to check (e.g. percentage completion based on Period of Performance) along with this other line.	GSA-BCB	Too many options to list them all, that is why we included an explanation and to make sure both partners communicate and agree that that methodology	N	
188	188	General	All	30 - 42	IAA - Order Section		Document title in Header should be spelled out - Interagency Agreement (IAA) - Order Section	GSA - OCFO	It reads: Interagency Agreement (IAA) - Agreement Between Federal Agencies Order Requirements and Funding Information Section	N	
189	189	General	All	01 - 42			Table width is not consistent through out both documents	GSA - OCFO	Thank you	N	
190	190	General	All	01 - 42			Table headings are inconsistent between the two documents. One has colored heading and the other one does not.	GSA - OCFO	Thank you for the information	N	
191	191	GT&C	8 of 8	41	Finance Official		Recommend adding the fields and instructions/description for: "Title" of the Finance Officials for the Buyer and Seller and "Date" of signature	GSA - BCA	Please see instructions	N	
192	192	GT&C	8 of 8	41	Finance Official		Replace with "Enter the telephone and FAX number(s) of the Finance Official responsible for this agreement for the Buyer and Seller."	GSA - BCA	Please see instructions	N	
193	193	GT&C	8 of 8	42	Other Point of Contact (POC)	Other Point of Contact (POC)	Recommend adding the fields and instructions/description for: "Title" of any additional POCs for the Buyer and Seller and "Date" of signature	GSA - BCA	Please see instructions	N	
194	194	GT&C	8 of 8	42	Other Point of Contact (POC)	Enter the telephone number(s) of any additional POC responsible for this agreement for the Buyer and Seller.	Replace with "Enter the telephone and FAX number(s) of any additional POC responsible for this agreement for the Buyer and Seller."	GSA - BCA	Thank you for the information	N	
195	195	General			General		Recommendations are based on OMB Memorandum dated June 6, 2008, "Improving the Management and Use of Interagency Acquisitions" and FSIO Standard Business Process on Reimbursable Management.	GSA - BCA	Yes, the OFPP document is under construction to be consistent with the IAA	N	

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196	196	GT&C	1 of 5		Heading		Recommend adding "Date of Request"	GSA - BCA	Per TT 5.3.10 mtg - do not agree, only valid upon bi-lateral signing of the agreement	N	
197	197		2 of 5	29	Agency Official		Recommend adding the following: Title of buyer and Seller Signature Date	GSA - BCA	Thank you for the information	N	
198	198		2 of 5	29	Agency Official		Recommend replacing "Number(s)" with Phone/FAX Number(s)	GSA - BCA	Thank you for the information	N	
199	199		3 of 5		General/Instruction		Recommend adding the field and instructions/description for "Date of Request: Enter the date when the IAA is initiated."	GSA - BCA	Thank you for the information	N	
200	200	Order	9	28	Bona Fide Need	Instructions/Description	Recommend adding the following: The description must be specific, definite, and clear in order to demonstrate a bona fide need. This section must also include the responsibilities and respective roles that buyer and seller must carry out to ensure the effective management and use of an interagency agreement.	GSA - BCA	Per TT 5.3.10 mtg - agreed - Remove line GT&C line 16 and related instructions; Update GT&C #10 instructions to state that Scope/Statement of Work/MOU may be attached and may contain Roles and Responsibilities and bold; *Assisted Acquisition transactions must attach Roles and Responsibilities either separate or part of one of these documents. Update Order #28 instructions to read Scope/Statement of Work/MOU may be attached and may contain Roles & Responsibilities.	Y	
201	201	FMLoB Reimb Std Bus Processes	5-90	RA 5.8.1.1	Step Description	Seller Agency reviews the open IAAs/Orders approaching their end date to determine their financial status.	The words "to determine" is stated twice. Delete the extra "to determine."	GSA - BCA	Out of scope - different document - already published	N	
202	202	FMLoB Reimb Std Bus Processes	5-90	RA 5.8.1.1	Step Description	Seller completes closeout activities for any open supporting open obligations.	This sentence does not make sense.	GSA - BCA	Out of scope - different document - already published	N	
203	203	FMLoB Reimb Std Bus Processes	5-93	RA 5.8.1.14	Business Rules	The Core Financial System creates an output file that is in a format based on Treasury's requirements.	Add the word "Agency's" before "Core Financial System"	GSA - BCA	Out of scope - different document - already published	N	
204	204	FMLoB Reimb Std Bus Processes	5-97	RA 5.8.2.3	Business Rules	The Core Financial System creates an output file that is in a format acceptable by the Treasury Portal.	Add the word "Agency's" before "Core Financial System"	GSA - BCA	Out of scope - different document - already published	N	
205	205	FMLoB Reimb Std Bus Processes	5-99	RA 5.8.2.13	Step Description	Funds are transferred between the Buyer's and Seller's treasury symbol accounts via the Treasury Portal.	This sentence should read: Funds are transferred between the Buyer's and Seller's treasury account fund symbols via the Treasury Portal.	GSA - BCA	Out of scope - different document - already published	N	
206	206	FMLoB Reimb Std Bus Processes	5-100	RA 5.8.2.17	Business Rules	Upon receipt of successful processing from the Treasury Portal, the advance refund and/or line items are marked as paid in the Core Financial System...	Add the word "Agency's" before "Core Financial System"	GSA - BCA	Out of scope - different document - already published	N	
207	207		5 of 5	29	Agency Official		Recommend adding the field and instruction for "Title of buyer and Seller" and "Signature Date"	GSA - BCA	Thank you for the information	N	
208	208		5 of 5	29	Agency Official	Number(s)	Recommend changing "Number(s) to Phone/FAX Numbers.	GSA - BCA	Thank you for the information	N	
209	209		5 of 5	29	Agency Official: Number(s)	Instructions/Description: Enter the telephone number(s) of the program responsible for the general terms and conditions of this agreement for the Buyer and Seller.	Replace with "Enter the telephone and FAX number(s) of the program responsible for the general terms and conditions of this agreement for the Buyer and Seller."	GSA - BCA	Thank you for the information	N	

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210	210	GT&C	8	20	Agency Official		Recommend adding the field and instructions/description for "Date: Enter the date the IAA when is signed."	GSA - BCA		N	
211	211	Order	1		Heading		Recommend adding "Date of Request"	GSA - BCA	Per TT 5.3.10 mtg - do not agree, only valid upon bi-lateral signing of the agreement	N	
212	212	GT&C	1 of 8	36	Order Line Information		Recommend adding "Amount Obligated by Buyer"	GSA - BCA	Per TT 5.3.2010 mtg, please see Order, line 28 = amount of obligation	N	
213	213	Order	3	31	Delivery Information	Ship To:	Recommend adding "Title" of the person who will received the shipment.	GSA - BCA	Per TT 5.3.10 mtg - agree to add	Y	
214	214	GT&C	3	1	Contact Information	Primary Office/Organization Name	Recommend adding the address of the primary office/organization	GSA - BCA	included on GT&C p1, Order p1	N	
215	215	GT&C	3	20		Program Official	Recommend adding the following: "Title" of the Program Officials for the Buyer and Seller. "Date" of signature	GSA - BCA	Included	N	
216	216	GT&C	3	20		Number(s)	Recommend replacing "Number(s)" to "Phone/FAX Numbers".	GSA - BCA	Thank you for the information	N	
217	217	Order	11	33		Funds Approving Official	Recommend adding the following: "Title" of the Funds Approving Officials for the Buyer and Seller. "Date" of signature	GSA - BCA	Included	N	
218	218	Order	11	33		Funds Approving Official	Recommend replacing "Number(s)" to "Phone/FAX Numbers".	GSA - BCA	Thank you for the information	N	
219	219	Order	12	34		Finance Office	Recommend adding the following: "Title" of the Finance Officials for the Buyer and Seller. "Date" of signature	GSA - BCA	No signature required for Finance Office POC	N	
220	220	Order	12	34		Finance Office	Recommend replacing "Number(s)" to "Phone/FAX Numbers".	GSA - BCA	Thank you for the information	N	
221	221	Order	12	35		Other Point of Contact (POC)	Recommend adding the following: "Title" of any additional POCs for the Buyer and Seller. "Date" of signature	GSA - BCA	Included	N	
222	222	Order	12	35		Other Point of Contact (POC)	Recommend replacing "Number(s)" to "Phone/FAX Numbers".	GSA - BCA	Thank you for the information	N	
223	223	Order	1		General/Instruction		Recommend adding the field and instructions/description for "Date of Request: Enter the date when the order is initiated."	GSA - BCA	Per TT 5.3.10 mtg - do not agree, only valid upon bi-lateral signing of the agreement	N	
224	224	Order	6 of 8	36	Order Line Information		Recommend adding the field and instructions/description for "Amount Obligated by Buyer: Enter the initial or current obligation amount."	GSA - BCA	Per TT 5.3.2010 mtg, please see Order, line 28 = amount of obligation	N	
225	225	Order	7 of 8	37	Delivery Information		Recommend adding the field and instructions/description for "Title" of the person who will received the shipment.	GSA - BCA	Per TT 5.3.10 mtg - agree to update instructions	Y	
226	226	Order	12		Primary Office/Organization		Recommend adding the field and instructions/description for address of the primary office/organization	GSA - BCA	included	N	
227	227	Order	12		Program Official		Recommend adding the fields and instructions/description for: "Title" of the Program Officials for the Buyer and Seller. "Date" of signature	GSA - BCA	included	N	
228	228	Order	12		Number(s)	Enter the telephone number(s) of the Program Official responsible for this agreement for the Buyer and Seller.	Replace with "Enter the telephone and FAX number(s) of the Program Official responsible for this agreement for the Buyer and Seller."	GSA - BCA	Thank you for the information	N	
229	229	Order	12		Funds Approving Official		Recommend adding the fields and instructions/description for: "Title" of the Funds Approving Officials for the Buyer and Seller and "Date" of signature	GSA - BCA	included	N	
230	230	Order	12		Funds Approving Official	Enter the telephone number(s) of the Funds Approving Official responsible for this agreement for the Buyer and Seller.	Replace with "Enter the telephone and FAX number(s) of the Funds Approving Official responsible for this agreement for the Buyer and Seller."	GSA - BCA	Thank you for the information	N	
231	231	General			General		This template needs to accompanied by additional guidance or a draft version of the reimbursables standard. It is difficult to evaluate if this template will work without additional context around how the process will work. I have serious concerns on the business side of things.	GSA	We (OMB/Treasury) are working on an implementation strategy for the IAA. We are interested in working with the agencies to help them with this challenge.	N	
232	232	General			General		Where will all of this data be maintained? What is the plan for implementing the template? Are agencies expected to use it right away?	GSA	We (OMB/Treasury) are working on an implementation strategy for the IAA. We are interested in working with the agencies to help them with this challenge.	N	
233	233	GT&C	1		IAA Number		What is the format for this number? Where is this info going to be tracked? Why do we have two separate agreement numbers potentially (optional #15)?	GSA	Each Buyer should manage or agree upon the IAA number for each agreement until an automated Intragovernmental Solution is released	N	
234	234	GT&C	1		Agreement Period		How long are these agreements to run for, especially the multiple order IAA?	GSA	The agreement period and period of performance is agreed upon by the trading partners prior to signing	N	

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235	235	GT&C	1		Estimated Agreement Amount	Splitting costs out like that for service providers could be an issue. Are vendors expected to provide detailed information about overhead cost calculation?	GSA	Federal trading partners are expected to disclose how they calculate their overhead cost.	N		
236	236	GT&C	1		General Description of Products or Services	Will there be additional guidance on how these agreements should be structured? This is the main content of an IA.	GSA	We (OMB/Treasury) are working on an implementation strategy for the IAA. We are interested in working with the agencies to help them with this challenge.	N		
237	237	Order	1		General	How do agencies ensure the total Order values don't exceed the total IAA value? What should be done if they do?	GSA	Amend the GT&C	N		
238	238	Order	1		Order Action	How is this number generated/maintained? Where is it being maintained? How will we be sure all of the agreements associated with one another link up?	GSA	Each Buyer should manage or agree upon the IAA number for each agreement until an automated Intragovernmental Solution is released	N		
239	239	Order	1		Order Action	What are the next steps after an order action is taken? What needs to be done? Will the original IAA be adjusted?	GSA	Execute it	N		
240	240	GT&C1		21-22	Legal Authority for IAA	These blocks should be combined. If the seller has legal authority for the transaction, then that is the authority for the IAA. By requiring the buyer to also list independent authority, we run the risk of changing the transaction into an Economy Act transaction, which imposes significant limitations on the seller's ability to perform.	GSA-LG	Per the TT, Buyer's Authority is not necessary.	N		
241	241		GT&C4	21-22		These blocks should be combined as discussed above.	GSA-LG	Per the TT, Buyer's Authority is not necessary.	N		
242	242		GT&C5	28	Attachments	Please list the Buyer and Seller attachments here... Should be revised to say, "List Buyer and Seller attachments here. If the authority for the IAA is the Economy Act, and the Seller is contracting for the work, attach the Determination and Finding (D&F) here.	GSA-LG	Please see instructions. The Economy Act only requires the buyer to maintain a D&F, and not attach it.	N		
243	243	Order6		33	Payment Method- Credit Card	Please follow the Federal Acquisition Regulation for when and how to use credit cards. Typically payment would be by IPAC. I'm not sure how an agency pays another agency by credit card. The FAR does not apply to IAA's, so if you want to apply a FAR process, the provisions have to be identified.	GSA-LG	IPAC is the preferred method of payment	N		
244	244		1	17		Start Date _ _ _ _ - - - - End Date _ _ _ _ - - - - _ _ _ _ - - - - YYYY-MM-DD 17. Minor point. The dates are in the European format, i.e. YYYY-MM-DD. This might be confusing to some users, is there a systematic reason for this?	GSA, OCFO, BDDA	The dates are in the format MM-DD-YYYY	N		
245	245		1	18		18. Agreement Type (Check One) Single Order IAA Multiple Order IAA A single order agreement could be amended to include multiple orders. What is the purpose of restricting the agreement type?	GSA, OCFO, BDDA	Good communication	N		
246	246				General	Appendices two through four of the OFPP guidance ("Improving the Management and Use of Interagency Acquisitions" - which has since been removed from the OMB website) list part A of Assisted Acquisition agreements as being Terms & Conditions and part B as being Requirements & Funding Information. The proposed standard form from Treasury is to be used for all federal interagency agreements and is in two parts, Part A - Terms & Conditions, and Part B - Orders. Part B (Requirements & Funding Information) section 6 of the OFPP guidance is a Description of Products or Services / Bona Fide Need versus part A (Terms & Conditions) Block 23 of the Treasury form is a General Description of Products or Services.	GSA, OCFO, BDDA	Please see Order #28 and instructions	N		
247	247	General			General	General T&C document and Order Instructions document Is each document stand-alone, or do the GT&C (General Terms and Conditions) and Order Information documents both need to be prepared when there is a change to the original? What is the relationship of the forms to each other?	GSA/FAS/ Controller	Please see the instructions	N		
248	248	General			General	Is it possible to modify the form, as required, within the Program, or will there be one standard once released by Treasury?	GSA/FAS/ Controller	The IAA is the standard that will be released by OMB and Treasury	N		
249	249	General	T&C doc	Implementation question	General	If this new IA template is implemented, how do we amend the existing agreements? Do we use this new form or continue to use the old forms? These might have different T&Cs.	GSA/FAS/ Controller	guidance on how to modify an existing IAA on an old form?	I		
250	250	Block 17	T&C doc			Our IAs do not have an end date. They can remain open until complete. Is this field mandatory?	GSA/FAS/ Controller	Yes	N		
251	251	Buyer/Seller Blocks	T&C doc			We collect a lot more and specific information, both financial and Program specific, that is not requested on this form. Can this form be modified to accommodate our Program requirements and processes, as long as no fields are removed (add fields, not remove any)? Examples of this would be start and end year of availability of funds, SAF (Subject to the Availability of Funds) information, unique requirements of funds, specific bona fide need of line of accounting (not just at the IA level), and starting amount of IA or IA amendment (IAA), amount being added and new amount.	GSA/FAS/ Controller	This information is included in block 28, It needs to map it from what you use now to how it will work with the new form	N		
252	252	Order	Order Instructions	Block 36	Order Line Information	The financial portion does not request sufficient data from the clients. I have attached a copy of Part B of the current IA used in GSA/FAS/AAS, along with the Financial Addendum to Part B that is sometimes used for incremental funding. See PDF Documents "IA - Part B" and "Financial Addendum to Part B" and "IA - Part B.". Each of these documents reflects the type data required. This would include BETC, TAS, Accounting classification, bona fide need of funds, period of availability of funds, unique requirements of funds, etc. There is not specific data requested in this document.	GSA/FAS/ Controller	Please see the Order, line 28 and instructions	N		

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253	253	Order		Instructions			Are all fields mandatory? Can these be changed or added or subtracted to make them more Program specific?	GSA/FAS/ Controller	Optional fields are <i>italic</i>	N	
254	254	General					Will there be an IA instructional sheet on rules of use -- what is mandatory, what can be changed, what must accompany each IA or IAA or order, etc.?	GSA/FAS/ Controller	Instructions are attached behind each section	N	
255	255	General			General	General T&C document and Order Instructions document	How do these 2 documents work together? If you are doing incremental funding, do you get a new T&C document whenever you receive additional funds? Is it one for one? Or one T&C (Terms and Conditions) document to many Order Instructions?	GSA/FAS/ AAS/FED SIM	Please see instructions	N	
256	256	General	T&C doc		General		Suggest using IA as the acronym since Interagency is one word. FEDSIM has been using IAs since the early 1970s and the term IAA means Interagency Agreement Amendment to our users and clients. (FEDSIM = Federal Systems Integration and Management Center. FEDSIM is a registered trademark. From 1972 to 1985 FEDSIM was part of the Air Force and since then part of GSA. FEDSIM provides full life cycle project management support for clients. Many FEDSIM projects are in the hundreds of millions of dollars.)	GSA/FAS/ AAS/FED SIM	Thank you for the information	N	
257	257		T&C doc	General	General		FEDSIM has been using IAs since the early 1970s. What happens to the hundreds of IAs we currently have in place if this new Standard Form is implemented?	GSA/FAS/ AAS/FED SIM	They should be maintained for audit/historical purposes	N	
258	258		T&C doc	Header Info	IAA Number	This is the Buyer's unique number that will track this IAA from the beginning through the completion and/or termination.	Why does the Buyer generate the unique number? Since the early 1970s, FEDSIM has generated and used a unique IA number that is in all our existing automated systems for tracking and funds utilization purposes. We will have to modify our systems to accommodate a buyer generated unique number. Buyer generated numbers will most likely have different formats across different buying agencies, which potentially could cause problems within GSA.	GSA/FAS/ AAS/FED SIM	Each Buyer should manage or agree upon the IAA number for each agreement until an automated Intragovernmental Solution is released	N	
259	259		T&C doc	Block 6	General	BPN + 4	Is this the same as the DUNS number?	GSA/FAS/ AAS/FED SIM	No - BPN/BPN+4 is the business partner number for a federal agency. The DUNS number is for vendors.	N	
260	260		T&C doc	General	General		FEDSIM has projects where different agencies are funding one contractor task order. We currently collect the information in Blocks 3-6 at the Part B (per OMB standard IA) level when specific funding is identified. What would go in these fields for a "shared" IA? I think these are funding specific fields, not General Terms and Conditions.	GSA/FAS/ AAS/FED SIM	Funding information is maintained on the Order, line 28. Each agency will need to map to the new form to capture the correct information	N	
261	261		T&C doc	block 16		If Modification is checked, please provide a brief explanation	Explanation should also be required if IA is cancelled.	GSA/FAS/ AAS/FED SIM	It is included on both sections	N	
262	262		T&C doc	block 18	General	Single Order IAA/ Multiple Order IAA	What is an "order"? What is the definition? Order = Contract and task/delivery order? Or order = funding provided?	GSA/FAS/ AAS/FED SIM	Please see the instructions	N	
263	263		T&C doc	Block 19		Advance Payment...	FEDSIM does not typically allow advance payment - we would want to gray out (make uneditable) this field.	GSA/FAS/ AAS/FED SIM	Select No for Advances Allowed, GT&C #7	N	
264	264		T&C doc	Block 20	General	Estimated Agreement Amount	Not quite sure what would go here and what purpose it serves. For an IAA that will be \$800 million over a 5 year period (for example), would this number be \$800 million? If you estimate \$10 million and exceed that amount, do you have to a modification since it is just an "estimate"?	GSA/FAS/ AAS/FED SIM	Correct, if the estimate changes, then an amendment should be completed	N	
265	265		T&C doc	Block 24 and 25		Dispute Resolution Clause and Termination Clause	Refer to Treasury documents, would suggest this is run past GSA legal to ensure it is congruent with our current processes.	GSA/FAS/ AAS/FED SIM	Blocks 25 and 25 refer to Advance Payments and Payment Method. Block 13, "Termination, Disputes & Protests" refers to the Treasury Financial Manual.	N	
266	266	Order Instructions			General	General	What is an "order"? What is the definition? Order = Contract and task/delivery order? Or order = funding provided?	GSA/FAS/ AAS/FED SIM	Please see the instructions	N	
267	267	Order Instructions		Block 32			FEDSIM does not typically allow advance payment - we would want to gray out (make uneditable) this field. By policy OCFO (Office of the Chief Financial Officer) does not allow advance billing except on an exception basis that has high level approval.	GSA/FAS/ AAS/FED SIM	The agency answers the questions - is an Advance Allowed? Select the correct answer for each IAA.	N	
268	268	Order Instructions			General	General	It appears Block 36 is a repeating area where individual funding information would be entered.	GSA/FAS/ AAS/FED SIM	There is no block 36.	N	
269	269	Order Instructions		Block 36	Header part	Starting with LINE:	Not quite sure what would go here. We typically provide support for large IT services projects. Not sure what Number, Total Amount, Quantity, Price, Advance, NAICS (North American Industry Classification System) is for when you are providing services. Would this say something line Quantity = 1 lot; Price = \$800 million?	GSA/FAS/ AAS/FED SIM	Please see the instructions	N	
270	270	Order Instructions				Description of Products and Services	Is this the bonafide need? Or does this say buy 100 laptops? We currently put the bona fide need with the funding and specific work to be performed (Part B of the OMB standard IA). It appears the proposed Treasury IAA puts the bonafide need in the General Terms and Conditions (block 23). I am not sure this is appropriate.	GSA/FAS/ AAS/FED SIM	Bona Fide Need goes in block 28, please see instructions	N	

	A	B	C	D	E	F	G	H	I	J	K
2	Comment #	IAA Section GT&C, Order, or General	Page #	Section Number	Section or Subsection Heading Reference	Excerpt from Document	Comment	Organization (Agency or Company)	Response	Update Paper Form Y or N	Change to Form
271	271		GT&C Document	General	Modification Number	Modification Number at top right hand section of document	Any time a number is referenced, the naming conventions must be consistently followed to avoid confusion. In this case, "modification number" needs to read "IAA Modification Number." Otherwise, a user may make the wrong assumption about the mod referred to, particularly when this number carries over to the IAA Order Section. On the IAA Order Section header, there are 5 different numbers which may be listed. If you don't call it an "IAA Modification Number," a user may confuse the Buyer Order mod with the IAA number mod.	GSA/FAS/ Controller	The instructions explain how the numbering schema works. Each Buyer should manage or agree on the IAA number until an automated Intragovernmental Solution is released.	N	
272	272		IAA - Order Section	General	Modification Number	Modification Number at top right hand section of document	Any time a number is referenced, the naming conventions must be consistently followed to avoid confusion. In this case, "modification number" needs to read "IAA Modification Number." Otherwise, a user may make the wrong assumption about the mod referred to. On the IAA Order Section header, there are 5 different numbers which may be listed. If you don't call it an "IAA Modification Number," a user may confuse the Buyer Order mod with the IAA number mod. If it's a mod to the IAA Number, call it "IAA Modification Number."	GSA/FAS/ Controller	The instructions explain how the numbering schema works. Each Buyer should manage or agree on the IAA number until an automated Intragovernmental Solution is released.	N	
273	273		IAA - Order Section	General	Order Modification Number	Order Modification Number at top left hand section of document.	Any time a number is referenced, the naming conventions must be consistently followed to avoid confusion. In this case, "order modification number" needs to read "Buyer Order Modification Number." Otherwise, a user may make the wrong assumption about the mod referred to. Keep it simple - carry the same names through each and every time. If it's a mod to the Buyer Order, call it "Buyer Order Modification Number."	GSA/FAS/ Controller	The instructions explain how the numbering schema works. Each Buyer should manage or agree on the IAA number until an automated Intragovernmental Solution is released.	N	
274	274		Both GT&C Section and Order Section	General			Is the IAA's "General Terms and Conditions Section" going to still be referred to as "Part A?" Likewise, will the IAA's "Order Section" still be referred to as "Part B?" The OFPP guidance names each section "A" and "B." Is this naming convention being scrapped?	GSA/FAS/ Controller	The section names will remain and the OFPP document will be updated for consistency to the IAA	O	
275	275		IAA - Order Section	General			Overall, the purpose and intent of the IAA Order Section needs to be clearly stated. 1. Why is a standard form being created for the Buyer Order? Is the Order Section intended to replace all funding documents, such as miprs (Military Interdepartmental Purchase Request (i.e. a funding request) used when a DoD component is requesting to make a purchase outside their service (e.g. army to navy) or outside their agency (e.g. air force to GSA)))? Or, is this an optional way for an agency to obligate funds in lieu of a funding document/mipr? Or, is this section supposed to be completed <i>in addition</i> to an Agency submitting its funding document/mipr? 2. Is the intent for the Order Form to be mandatory or optional? If the intent is mandatory, this really needs to be thought through because of the law of unintended consequences. 3. If the Order Section is mandatory . . . If an agency continues to use a funding document or mipr as their internal obligating document, the instructions need to clearly state that the funding document number/mipr number MUST be the same as the Buyer Order Number. Actu	GSA/FAS/ Controller	We (OMB/Treasury) are working on an implementation strategy for the IAA. We are interested in working with the agencies to help them with this challenge.	N	
276	276		Both Forms	General			Recommendation: Have the group that developed this form meet with the Focus Group for the Standard Business Process for Reimbursables Management. These two groups overlap - makes sense they should meet to discuss the comments related to these forms, as the entire process flow being outlined revolves around the Interagency Agreement. We need more communication on these issues, wherever we can get it. Get new conversations started with new people getting together to discuss.	GSA/FAS/ Controller	We (OMB/Treasury) are working on an implementation strategy for the IAA. We are interested in working with the agencies to help them with this challenge.	N	
277	277			General	General		The Office of Assisted Acquisition Services (AAS - the GSA business line within FAS that provides project management and financial management support services (i.e. Assisted Acquisition Services) to customers (\$3.6B annual) on a fee for service basis.) spent months working with OFPP and other agencies on the guidance, data elements, and sample templates that are contained in OFPP's June, 2008 guidance. AAS then worked with our internal folks and clients to implement that guidance and template. The Treasury template is quite a bit different. Why is Treasury now proposing something different than what the government-wide group developed and what AAS has implemented? Did the group who developed the draft have any knowledge of the work done in the past year? If so, what discussion ensued? If not, why not? The forms appear to minimize, trivialize, or simply ignore the discipline that the June, 2008 OFPP guidance injected into the interagency agreement process	GSA/FAS/ Controller	OFPP was engaged in the development of this form, as well as GSA's assisted acquisition team. All suggestions were incorporated	N	
278	278			General	General		The forms were sent out for review without putting the documents in the appropriate context. There should have been a substantive lead-in to this review which addressed the June, 2008 OFPP guidance. The movement afoot looks like it is slanted toward fulfilling IPAC business and data rules with little or no emphasis on the June 2008 OFPP guidance. Are these standard forms descendants of the June, 2008 guidance, or not? If so, the relationships to the June, 2008 OFPP guidance have to be solidified before any form is finalized, not after.	GSA/FAS/ Controller	The IAA was actually based on the The OFPP form, part A & B and 8 other agency IAA forms	N	
279	279			General	General		The AAS Business Line has considerable concern over these drafts as they represent dramatic change that does not appear to be in the best interest of the buyer or seller in terms of clarity of agreement performance. Instead these drafts look like they have moved to transactional data orientation that could be handled more efficiently by electronic data exchange	GSA/FAS/ Controller	We (OMB/Treasury) are working on an implementation strategy for the IAA. We are interested in working with the agencies to help them with this challenge.	N	

2	A Comment #	B IAA Section GT&C, Order, or General	C Page #	D Section Number	E Section or Subsection Heading Reference	F Excerpt from Document	G Comment	H Organization (Agency or Company)	I Response	J Update Paper Form Y or N	K Change to Form
280	280			General	General		When dealing with interagency acquisitions, the financial side of the house and the acquisition side of the house cannot operate independently. The financials and the acquisitions intersect and overlap. We create our own problems when we purposely segregate the two disciplines. This process is not just financial, as the IA is the heart of the Interagency Acquisition. There appears to be a disconnect between the OFPP Guidance and this Treasury draft. Why is there a rush to publish these forms? Why do these forms appear to be transactional as opposed to capturing the textual nature that underlies the heart of terms and conditions and the discipline imposed via the June, 2008 guidance? It makes no sense. For assisted services, we need the IA before we do anything. We can't pass go without the IA. If the IA keeps changing, we are not only causing confusion and frustration with our customers, but we are also increasing the cost of the transaction as we spend more time addressing administrative changes as opposed to executing the process itself.	GSA/FAS	The OFPP form is under construction for consistency with the IAA	O	
281	281			General	General		It is critical that the federal community and Treasury recognize the magnitude of the change deployed in the June, 2008 OFPP mandated IA process. The potential of restarting this change (not building on what is in place) in a years time would set the stage for potential problems on numerous fronts: 1) Data Integrity 2) Compliance 3) Transitional Inertia 4) Disjointed Implementation 5) Acquisition and Financial Functional Confusion 6) Systemic Inability to Catch-Up With Changes.	GSA/FAS/ Office of the Controller		I	
282	282			General	General		Were there representatives from the acquisition community on the team that developed this form? Recommend that you bring in representatives from the acquisition and service delivery communities, particularly those who deal with assisted acquisitions, to provide you face-to-face feedback on how this form will play in the acquisition process. Use a real-life example to walk through the forms to determine if these forms are viable. My fear is that the financial community has particular goals which may interfere with the service delivery goals. There needs to be a meeting of the minds so the goals of both the acquisition and financial communities can be met, but not at the expense of one or the other. This agreement is filled with data elements, but there is no room for what the agreement is all about. Are Additional Buyer Clauses and Seller Clauses (Blocks 26 and 27) supposed to be attachments to the form? Concerned that the business of conducting business gets lost amidst the data elements. Standards set forth in the June, 2008 OFPP guidance are better than these forms.	GSA/FAS/ Office of the Controller	OFPP was engaged in the development of this form, as well as GSA's assisted acquisition team. All suggestions were incorporated. In addition, we have added 3 acquisition folks to the tiger team.	N	
283	283	General Terms and Conditions	1	DUNS	Buyer and Seller		Add DUNS number for government offices. Add option for a unique Customer Agency Tracking number. For example with GSA RWAs (Reimbursable Work Authorization - Agreement between General Services Administration (GSA) and a customer, usually a Federal agency), whereby PBS (Public Buildings Service - The GSA organization that functions as the landlord for the civilian federal government by being a provider of workspace and workplace solutions to clients) agrees to provide material and services and the customer agency agrees to reimburse GSA's costs. It is a written statement from another Federal agency or non-Federal source (when authorized by statute) requesting PBS to procure commodities and/or services on their behalf. RWAs are established to capture and bill to customers the cost of altering, renovating, repairing, and providing services in space managed by GSA over and above the basic operations financed through Rent and in other properties managed by the federal community.), customers often have unique tracking numbers sometimes even from the office in the customer agency that is	GSA-4PFB	Per TT 5.3.10 mtg - agree to update BPN/DUNS	Y	
284	284		All	All	All		Consider adding an indicator to note fields in each section that are mandatory versus optional so that Buyers are prompted to provide all essential information to Sellers. Also, this will assist when the form is converted to an electronic format.	GSA-4PFB	<i>Optional fields are italic</i>	N	
285	285		overall remark	All	All		For GSA, has consideration been given as to how the IAA will work with or perhaps replace the RWA form. Recommendation, all essential information required for an RWA form should also be required for an IAA. All financial disclosure of information similar to a GSA RWA should be required for any IAA. Coordination should be done to ensure this is fully incorporated into any IAA form GSA agrees to accept.	GSA-4PFB	We (OMB/Treasury) are working on an implementation strategy for the IAA. We are interested in working with the agencies to help them with this challenge.	N	
286	286		All	All	All		Will there be a standardized format for an IAA number? There should be and it will need to be compatible with all federal agency's accounting systems. Also, possible concerns that the Buyer establishes the IAA number up front. For example, with RWAs, the FBI wanted the number before they would sign the RWA which was before GSA even accepted the RWA. While GSA Central Office supported this request, Region 4 had issues with prior fiscal year funded RWAs that the FBI failed to sign and return before the fiscal year ended that had to be resolved and entered late. Bottom line, how will the Seller and Buyer know, confirm, or resolve if the IAA was accepted and in a timely manner if the Buyer is assigning immediately the control number to the IAA? How does the Seller know the Buyer did not cancel or terminate the IAA? How does the Buyer confirm their IAA was accepted and the work was agreed to including all clauses? Think about end of fiscal year issues, also.	GSA-4PFB	Each Buyer should manage or agree on the IAA number until an automated Intragovernmental Solution is released	N	
287	287		1	General Terms and Conditions	21		Need to add a box to select for Special Programs. For example, on the GSA RWA form, customer agencies must declare if their funds are ARRA (American Reinvestment and Recovery Act - An Act making supplemental appropriations for job preservation and creation, infrastructure investment, energy efficiency and science, assistance to the unemployed, and State and local fiscal stabilization, for the fiscal year ending September 30, 2009, and for other purposes.) funds, which require special reporting and tracking. A Special Programs box would flag that additional disclosure documentation is required concerning the funding that the Seller should be made aware of for this IAA work. A short description line should be included in Field 21 to name the Special Programs that apply. For this example to write in ARRA.	GSA-4PFB	See Order Form; "Project Title" item in Box 28, "Order line/Funding Information" is where this information should be captured. Instructions have been revised to clarify.	Y	

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Comment #	IAA Section GT&C, Order, or General	Page #	Section Number	Section or Subsection Heading Reference	Excerpt from Document	Comment	Organization (Agency or Company)	Response	Update Paper Form Y or N	Change to Form	
288	Order Information	All		Most		On the form there needs to be a way to select if certain funding information applies to all lines or to group lines with common funds. This could save a lot of manpower and time in completing the forms, especially if the form is electronically established.	GSA-4PFB	Ok, will note for automated IG solution	R		
289	GT&C	1		16		A standardized modification number or designation system should be mandatory, as there could be multiple amendments with some even possibly not accepted or superseded by others.	GSA-4PFB	Will be implemented with IG automated solution	N		
290	GT&C	1		21		There does not appear to be an option if a combination of various funds are used for IAA work that might have different appropriation authorities.	GSA-4PFB	Per TT 5.3.10 mtg - recommend use one Order/order Line per fund (TAS)	N		
291	GT&C	2		26 and 27		It is not clear if the Buyer or Seller will be able to alter the clauses in 24 and 25 in blocks 26 and 27. It is also not clear which clauses might supersede the others if there should be conflicts or issues concerning any of the clause sections.	GSA-4PFB	An amendment would need to be done if a clause changes	N		
292	GT&C	2		29		It does not clearly define if electronic signature is acceptable or how to verify the signature authorities on the IAA form. Has the timeframe required to realistically collect all the signature requirements been considered?	GSA-4PFB	requirement for IG solution	R	fillable form?	
293	Order Information	1		36		Are fees to be listed as an order line? How are fees accounted for on the order form? Disclosed and Collected as the IAA is worked? What about a situation similar to when an RWA given to PBS, subject to fees, is used for work done by FAS (Federal Acquisition Service - The GSA Service organization that leverages the buying power of the Federal government to provide best-value services, products, and solutions to customers), which is subject to fees?	GSA-4PFB	Servicing fees are captured in the Order #28 for Assist Acq	N		
294	Order Information	4		42		Can there be multiple other POCs or just 1? Recommend multiple option, especially electronically. This may also allow for tracking of the responsible person if names change over the course of the completion of an IAA, especially one that may be multiple years.	GSA-4PFB	An amendment would need to be done if a POC changes	N		
295	GT&C		General	General		Considerable Agency resources have been expended to implement OFPP IA policy including mandated forms since June 2008 issuance. The proposed IA GT&C contains no wording on terms and conditions, and seems to now be a data driven template instead of a worded agreement. Furthermore, internal AAS system processing of IA data and numbering is not based on buyer assignment of numbers. A paradigm shift of this nature would require significant leadtime to implement. The volatility of the proposed changes on the heels of previously issued guidance leads one to conclude that perhaps any future changes should be contingent on an automated information exchange across agencies (e.g. webservice utilizing digital signatures). Presently, AAS is in the midst of an audit regarding DoD work. Further paper changes to the IA process will only serve to confuse our Government agency clients and promote the proliferation of alternative documents and the likelihood of data integrity issues. The IA of June 2008 contrasted with the draft forms attached appear to move toward a transactional approach in lieu of a	GSA/FAS/AAS		I		
296	GT&C		General	Roles & Responsibilities		What happened to the notion of explicitly worded responsibilities and accountability for buyer and seller? The notion of packing language to cover expectations into an "additional seller clauses" box seems trite and insignificant. Worse yet would be to have a series of attachments to promulgate this info and further confuse the participating agencies with "hidden" information.	GSA/FAS/AAS	Per TT 5.3.10 mtg - see box #200	Y		
297	GT&C		17	Document Review		Have we abandoned the notion of reviews of this document since it seems to be transactional data?	GSA/FAS/AAS	Per TT 5.3.10 mtg - update #20 - remove ""for assisted acquisitions."	Y		
298	GT&C		20	Estimated Agreement Amount		The paradigm seems to have shifted from General Agreement (terms and conditions/roles and responsibilities) to a transactional oriented dollar estimates and fee explanations. The June 2008 Part A enumerated seller value add in terms of roles and responsibilities as well as potential accountability matrices. Has it been replaced by a small text box? Additionally, confusion will abound on multiple order IAA where estimate is exceeded. Should it be modified continually to keep pace with unenvisioned agency activity that is still in scope? What purpose is there to bind a General Agreement by an estimate?	GSA/FAS/AAS	Per TT 5.3.10 mtg - see box #200	Y		
299	Order		28	Bona Fide Need		It appears bona fide need of June 2008 part B has been replaced by a scope box with a specificity reference coming back from Order form Block 36 on quantity. A sure cause for further confusion.	GSA/FAS/AAS	per TT 5.3.10 mtg - looking at new structure for line 28	Y		
300	Order		Header	Buyer Order Number		Is this intended to represent the funding document? It looks like we are transitioning away from bona fide need to orders. Is order a contract task order? If so, the order parsing is determined by bona fide need not funds transferred. Potential transactional disconnect....	GSA/FAS/AAS	The IAA Order # represents each Order associated with the GT&C	N		
301		n/a	General	General		On June 6, 2008, the OFPP released a detailed 70 page guide for agencies to use when doing interagency acquisitions. The guide was promulgated at the direction of Congress and with the coordination among many agencies with a stake in the process. This guide includes a model Interagency Agreement in a format that clearly reflects the goals and guidance OFPP provided. The model agreement includes detailed instructions for tailoring and completing the model (IA) agreements that result in accomplishing the goal of OFPP, to improve the use and management of IAAs and identification of the responsibilities of signatories. Since the release of the June 2008 guide, GSA has followed the OFPP model with great success, achieving the improvements in IAAs as outlined by OFPP. The proposed Treasury Dept SF for IAAs would not improve or enhance the IAA process at GSA. In fact if GSA were to switch formats from the OFPP model to the proposed Treasury standard, GSA would have to begin a thorough process of tailoring the new form's information for use by	GSA-QV		I		

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2	Comment #	IAA Section GT&C, Order, or General	Page #	Section Number	Section or Subsection Heading Reference	Excerpt from Document	Comment	Organization (Agency or Company)	Response	Update Paper Form Y or N	Change to Form
	302			General			GSA Public Buildings Service two major Interagency Agreements for providing Service to Federal Agencies: 1) Reimbursable Services via the Reimbursable Work Authorization (RWA) and 2) Space Assignment using the Occupancy Agreement (OA). Even though, GSA PBS has stated these facts in its previous comments on the IAA, we have not received a response. We will need sufficient time to program for mandatory fields under this new concept.	GSA/PBS	We (OMB/Treasury) are working on an implementation strategy for the IAA. We are interested in working with the agencies to help them with this challenge.	N	
302											
	303			General			The General Services Administration reserves the right to continue using its Reimbursable Work Authorization (GSA Form 2957) as the Interagency Agreement with its Customer Agencies as the agreement of record for PBS reimbursable services. GSA will add necessary data elements in addition to existing elements to accommodate new requirements as appropriate. GSA PBS uses this agreement under the authority of 40 U.S.C. §592(b)(2).	GSA/PBS		I	
303											
	304			BPN			1) Some of the data elements do not currently appear on the GSA Form 2957, and are not necessary for that purpose. For example, much of the seller and buyer information is contained in the Federal Registry by DUNS number, and does not need to appear on the 2957.	GSA/PBS	DUNS is for vendors. The BPN is captured on IPAC identifying federal trading partners. Fed Reg maintains the registration, the IAA captures the correct trading partner #.	N	
304											
	305						2) Funding authority can cross fiscal years based on Agency's the funding authority or type of service requested. Examples include DoD rules, recurring vs. nonrecurring services, the F-type RWA option. There is no option available to note this information on the IAA.	GSA/PBS	The Treasury Account Symbol identifies the period of availability for the authority - see Order #28	N	
305											
	306						3) Payment Frequency - RWA payment frequency is limited to monthly or quarterly. An issue that you run into if the frequency is longer than those results in matching of revenues and expenses in the proper period. The longer the frequency, the less chance the associated revenues and expenses will occur in the same year.	GSA/PBS	Trading partners should choose the payment frequency that supports matching of revenues and expenses in the proper period prior to signing the Order.	N	
306											
	307						4) The GSA Form 2957 is a 4 page document that GSA recently revised with input from its customer agencies to capture relevant information that is useful for both parties to the agreement.	GSA/PBS	Thank you for the information	N	
307											
	308						5) GSA also includes the following language: The GSA will bill in accordance with Federal Management Regulation (41 CFR) Section 102-85.195. It is anticipated that the Agency Certified Amount provided in Block 12, Agency Certified Amount, will be sufficient to compel the work requirements of the Requesting Agency. If it is determined that funds provided by the Requesting Agency will be insufficient to complete the work requested under this agreement, GSA will see an amended RWA from the Requesting Agency for additional funding prior to incurrence of costs above the Agency Certified Amount.	GSA/PBS	This information can be included in the seller clause on the IAA	N	
308											
	309						6) The form also includes the following language regarding the agencies' certification of funds: "By its signature below, the Requesting Agency certifies (a) that all special funding and procurement requirements of the Requesting Agency, including statutory or regulatory requirements applicable to the refunding being provided by the Requesting Agency, have been disclosed to GSA; (b) that all internal reviews/approvals required by the Requesting Agency prior to placing this RWA with GSA have been completed; (c) that the Requesting Agency has a bon fide need in the current fiscal year for the work described in this RWA; and (2) that the funds identified by the Requesting Agency in this RWA are legally available for further obligation and expenditure by GSA in furtherance of the work described in this RWA.	GSA/PBS	This information can be included in the seller clause on the IAA	N	
309											
	310			General			The General Services Administration reserves the right to continue using its Occupancy Agreement (OA) as the Interagency Agreement with its Customer Agencies as the agreement of record for rental of space. GSA will add necessary data elements in addition to existing elements to accommodate new requirements as appropriate.	GSA/PBS		I	
310											
	311			BPN			1) Some of the data elements do not currently appear on our Occupancy Agreements (OA's), and are not necessary for that purpose. For example, much of the seller and buyer information is contained in the Federal Registry by DUNS number, and does not need to appear on the OA.	GSA/PBS	DUNS is for vendors. The BPN is captured on IPAC identifying federal trading partners. Fed Reg maintains the registration, the IAA captures the correct trading partner #.	N	
311											
	312						2) Under "Payment Method", when "Treasury Portal" is checked, the buyer and seller IPAC number should be included.	GSA/PBS	Treasury Portal is not an option for Payment Method	N	
312											
	313						3) In addition, OA's are multi-year agreements, and therefore the appropriation information will change during the life of the agreement. GSA has no objections to showing the initial year appropriation information. We do not believe it should be necessary to collect and update that information each year.	GSA/PBS	We (OMB/Treasury) are working on an implementation strategy for the IAA. We are interested in working with the agencies to help them with this challenge.	N	
313											
	314						4) For rent, due to the multiyear nature of OA's, the "Total Agreement Amount" should be retitled "Total Agreement Estimated Amount".	GSA/PBS	GT&C, page 1, #8 is titled "Total Estimated Amount" for "Estimated Agreement Amount"	N	
314											
	315						5) "Authority" - restrictive does not satisfy PBS's current requirements	GSA/PBS	The GT&C, page 1, #9 is flexible enough to capture any authority that governs an agency's agreement	N	
315											
	316			General			The proposed IAA does not include funding type designation for appropriation year, i.e., annual, multiple year, no year.	GSA/PBS	The Treasury Account Symbol captures this information - see Order #28	N	
316											
	317			Heading			Why does the Order IAA have separated identifier for the buyer and seller? Recommend using one IAA number that will be the identifier for both the buyer and seller. This promotes continuity and minimize confusion during followup and research.	GSA/PBS	Each Buyer should manage or agree on the IAA number until an automated Intragovernmental Solution is released	N	
317											

	A	B	C	D	E	F	G	H	I	J	K
	Comment #	IAA Section GT&C, Order, or General	Page #	Section Number	Section or Subsection Heading Reference	Excerpt from Document	Comment	Organization (Agency or Company)	Response	Update Paper Form Y or N	Change to Form
318	318			General			As one of the biggest (if not the largest) broker for Assisted Services in the Federal Government, GSA needs to have a loud voice in this process. We thought we had that voice. The Office of Assisted Acquisition Services (AAS) spent months working with OFPP and other agencies on the guidance, data elements, and sample templates that are contained in OFPP's June, 2008 guidance. AAS then worked with our internal folks and clients to implement that guidance and template. The Treasury template is quite a bit different. Why is Treasury now proposing something different than what the government-wide group developed and what AAS has implemented? Did the group who developed the draft have any knowledge of the work done in the past year? If so, what discussion ensued? If not, why not? The forms appear to minimize, trivialize, or simply ignore the discipline that the June, 2008 OFPP guidance injected into the interagency agreement process	GSA QB		I	
319	319	GT&C	1	Blocks 3-6	Buyer (Requesting Products/Services)	Number 3 asks for Bureau Code...	These financial data elements do not belong on the GT&C Form. 1. These data elements are needed on the IAA Order so that the Order contains, in one place, all of the necessary financial data. 2. The GT&C (currently called Part A) is not intended to be a financial document. In the draft standard process for reimbursables, the IAA's "Part A" or "GT&C" is not a financial document in that no accounting relationship is established between the IAA Number and its associated IAA Order (Part B) numbers. Although the IAA Orders/Part B's are supposed to reference the IAA Number/Part A, the IAA GT&C/Part A does not accompany each IAA Order (Part B) through the obligation process and through the Unfilled Customer Order process. The IAA Order/Part B stands alone when the orders are being placed, with only a reference to the IAA Number/Part A Number. The IAA Number is a "parent" of the associated orders from an acquisition perspective, but from the financial perspective, the IAA Number is not a true parent because the Orders are not "children" linked via any accounting relationship.	GSA/FAS/ Office of the Controller		I	
320	320	GT&C	1	Blocks 3-6	Buyer (Requesting Products/Services)	Number 3 asks for Bureau Code...	These financial data elements do not belong on the GT&C Form. Adding to the two points laid out in my other feedback block on this issue, here is a third point. 3. We have interagency agreements where funding comes from multiple sources. In this type of scenario, GSA will receive a separate IAA Order/Part B from each funding source. You cannot assume that the "Buyer" listed in the GT&C will be the exact organization submitting an order. We have existing projects today where this is the case.	GSA/FAS/ Office of the Controller		I	
321	321	GT&C	1	Block 21	Buyer - Legal Authority Type		Why do we need to document the Buyer's authority type on the GT&C? Having the Buyer's Authority listed will cause confusion when it's the Seller's Legal Authority that matters in this buy/sell relationship. What is the reason for adding the Buyer's authority to the form? Is it compelling to the Terms and Conditions of the Interagency Agreement? If not, the information does not belong on the IAA.	GSA/FAS/ Office of the Controller	There is no Buyer's authority on the IAA only the Sellers.	N	
322	322	General		format			USDA 1. Comments from USDA/Rural Development/Operations and Management/Procurement Management Division/Policy and Program Management Branch: The Standard Template for IAAs is a very lengthy 20 page long document. It is suggested the document be streamlined, to encourage Government Agencies to comply with the requirement to use the document. The use of a more concise document will also help to insure that information provided on the forms is complete	USDA - AG	Most of the pages are instructions. We are working on the format.	Y	
323	323	General					It is recommended that the Office of Management and Budget (OMB) provide government-wide training in the use of the Standard Template for IAA documents and that non-line tutorial be provided on the OMB website . Users should also be able to download fillable forms to include the General Terms and Conditions Section and Order Requirements and Funding Information Section.	USDA		I	
324	324	GT&C					Page 1 of 8, Block Number 9 – Under Economy Act it is recommended that a reference to FAR 17.5 – Interagency Acquisitions Under the Economy Act be added	USDA	5.25.10 - Update instructions with (FAR 17.5) reference	Y	
325	325	GT&C		Roles & Responsibilities			Page 2 of 8, Block Number 16 – It is recommended that Joint Roles and Responsibilities of the Buyer and Seller be added .	USDA	Per TT 5.3.10 mtg - agreed - Remove line GT&C line 16 and related instructions; Update GT&C #10 instructions to state that Scope/Statement of Work/MOU may be attached and may contain Roles and Responsibilities and bold; *Assisted Acquisition transactions must attach Roles and Responsibilities either separate or part of one of these documents. Update Order #28 instructions to read Scope/Statement of Work/MOU may be attached and may contain Roles & Responsibilities. (same as #200, 325, 390)	Y	
326	326	GT&C					Page 3 of 9, Block Number 20 – It is recommended that more space be provided for the signature and date blocks and other signature/date blocks throughout the Standard Template for IAA documents.	USDA	If there is room	Y	
327	327	GT&C					Page Number 6 of 8, Block Number 9 – It is recommended that under the Economy Act heading that FAR 17.503 – Determinations and Findings Requirements be referenced	USDA	D&F referenced in the instructions	N	
328	328						NARA 1. There are many data elements duplicated between the two forms, can they be more consolidated? Since the Terms and Conditions/Statements of Work tend to be long, perhaps simply a block to list the attachments that are included.	NARA	Each data element achieves a separate purpose for each section. Please see the instructions.	N	
329	329						NARA 2. Since assisted acquisition IAAs have many other required data elements, could those be moved to an addendum which is used if the buyer answer "yes" to item 37	NARA	In order to consider any change, we need more specific information, such as the specific required data elements referenced and what the buyer is answering yes to.	N	

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2	Comment #	IAA Section GT&C, Order, or General	Page #	Section Number	Section or Subsection Heading Reference	Excerpt from Document	Comment	Organization (Agency or Company)	Response	Update Paper Form Y or N	Change to Form
330	330			Payment Methods			NARA 3. Payment Method - there needs to be some reference to OMB memo 07-03 which states in section III g. "Electronic payments are required between Federal Government agencies; the standard payment methodology is IPAC. No check writing techniques shall be used between and among Federal agencies unless written approval is obtained from the Department of the Treasury, Financial Management Service (FMS)." I have not been able to enforce this provision with my customers.	NARA	5.18.10 - leave IAA form as is - will be addressed in IG business rules	N	
331	331						Also, the IAA form should replace Trading Partner Agreements that some agencies currently require separately from the IAAs.	NARA	The IAA and TPA serve different purposes. The TPA is the agreement to allow an agency to IPAC another agency. We are working on developing clear definitions to be published in a future TFM	N	
332	332						NARA 4. My experience has been the many agencies erroneously use an Order for Work and Services (i.e., a contract) when providing an IAA. Also, many DOD agencies insist on using a Military Interdepartmental Purchase Request (MIPR) even when a formatted IAA form is provided. The final form should replace all those and	NARA	OMB is working with OMB to replace the MIPR with the IAA	N	
333	333						NARA 5. The "Contact Information" section should include a specific block for the buyer's invoice approving person--the equivalent of a contract's Contracting Officer's Technical Representative (COTR) so billing questions can be handled directly.	NARA	See Order, page 4, block 34	N	
334	334						NARA 6. I suspect that there will need to be an allowance made for agreement numbers from both agencies as their respective procurement and financial systems are likely to have unique requirements. This isn't a problem as long as both tracking numbers appear on the document. FinCEN's forms allows for this.	NARA	Each Buyer should manage or agree on the IAA number until an automated Intragovernmental Solution is released	N	
335	335			format			NARA 7. Since the Terms and Conditions (i.e., Statement of Work) will rarely fit on one page, recommend they be included as an attachment.	NARA	Working on the format	Y	
336	336						NARA 8. As a non-Economy Act reimbursable activity, I feel it is very important for both parties to the IAA to understand what authority is to be cited. The Economy Act is the authority of last resort if there is not a more specific authority available. Perhaps it should be listed last/to the right for this reason.	NARA	Communication between trading partners will provide this information	N	
337	337			amendment vs modification			USDA 7. Page Number 1 of 12, Block Number 22 - The term "Modification" is used. However, in the General Terms and Conditions Section the term "Amendment" is used. It is suggested the term "Modification" be used consistently throughout both documents of the Standard Template for IAAs.	USDA - AG	Per TT 5.3.10 Mtg - no change - terms used per OFPP Assisted Acquisition document. (Same as 69, 337, 393) Will review instructions for clarity	Y	
338	338			acronyms			USDA 8. Page Number 2 of 12, Block Number 28 - It is recommended that all acronyms be defined throughout this document and the corollary General Terms and Conditions Section.	USDA - AG	Define all acronyms	Y	
339	339			COTR POC			USDA 9. Page Number 11 of 12, Block Number 32 - It is recommended the Requesting Agency Contracting POC be added.	USDA - AG	Per TT 5.3.10 mtg update instructions for COTR/COR and additional POC optional boxes. This could be Program and Acquisition contacts or other poc, signatures are optional depending on an agencies need. (Same as #50)	Y	
340	340						USDA 10. It is recommended that a Reporting Requirements section be added to the Order Requirements and Funding Information Section document. This section should include a reference to a Final Report.	USDA - AG	5.18.10 - TT - will not be addressed specifically on the IAA, but agencies can add this requirement in a clause.	N	Another agency mentioned a completed box in the action section
341	341						USDA 11. Comments from USDA/Rural Development/Rural Business and Cooperative Programs/Energy Division/Program Branch: We like a lot of parts of this form, as it forces a focus that is not always addressed in writing Interagency Agreements (IAA's) the way we usually do in the Energy Division. Specifically, the payment terms and servicing agency are good aspects of this new proposed process.	USDA - AG	Thank you for the information	N	
342	342						USDA 12. One concern we have is that most of our agreements are between USDA/Department of Energy (DOE) and ultimately National Renewable Energy Laboratory (NREL). We think this form encompasses this scenario, but we honestly can only see two parties.	USDA - AG	Thank you for the information	N	
343	343						USDA 13. On the housekeeping side there isn't a lot of room for tasks and scope of work. We assume it's easy enough to add pages and attachments.	USDA - AG	Thank you for the information	N	
344	344						USDA 14. As a general comment, when it comes to monitoring it's possible to see our results, but little else. On direct and indirect costs, the multitude of items that NREL has is more than we see on this proposed form.	USDA - AG	Can you summarize the overall formulation?	N	
345	345						USDA 15. I shared the form with a colleague and she thought it was confusing. So I took another look at it and I have to agree. Where are the directions? On the other hand, the form is a very good way to keep track of items that need to be tracked. We think that aspect of the form is its best feature, which is commendable.	USDA - AG	The instructions are on the back of each of the sections: GT&C pages 4-8, Order pages 5-12	N	

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2	Comment #	IAA Section GT&C, Order, or General	Page #	Section Number	Section or Subsection Heading Reference	Excerpt from Document	Comment	Organization (Agency or Company)	Response	Update Paper Form Y or N	Change to Form
346	346			COTR			USDA 16. Also, what about monitoring; is there a COTR designated? We did not see that on the form.	USDA - AG	Per TT 5.3.10 mtg update instructions for COTR/COR and additional POC optional boxes. This could be Program and Acquisition contacts or other poc, signatures are optional depending on an agencies need. (Same as #339 & 50)	Y	
347	347						HHS(1) The IAA GT & C is not designed to capture the agency-specific accounting information for either buyer or seller, along with government-wide requirements such as the EIN and DUNS. The government-wide requirements should be spelled out as appropriate line items .	HHS	Please see the Order and instructions	N	
348	348						HHS (2) The guidance does not incorporate OMB guidance "Improving the Management and Use of Interagency Acquisitions, dated, June 6, 2008, effective on October 1, 2008.	HHS	We are working with OMB, OFPP to update their guidance to include the IAA.	O	
349	349						HHS (3) We suggest including a spending plan and statement of work as an attachment to the IAA.	HHS	This can be added as a clause or additional information (boxes 17-19)	N	
350	350						HHS (4) Most agencies use the IPAC for billing and fund transfers. IAAs (outside of the IPAC) would require special billing instructions -- such as IAAs with state/local as well as non-profits (advance billing).	HHS	The IAA is only intended for Federal to Federal reimbursement activity	N	
351	351			FSIO URL			HHS (5) References to fsio.gov (pp. 4 of GTC and p. 6 of IAA order) is outdated since the organization has closed and web contents will be transferred to the CFO Council Web site.	HHS		Y	Update FSIO URL
352	352						HHS (6) IAA order (p. 1, line 24 (b), select the advance accounting methodology) -- Cash basis is not GAAP and would not be used by Federal agencies.	HHS	Correct, this is being updated to reference SFFAS #7	Y	Update re SFFAS #7
353	353						SSA 1. Currently, some (but not all) agencies have adopted the IAA clauses required under the OMB Memorandum M-07-03 and the Business Rules for Intra-governmental Transactions in the Treasury Financial Manual, Volume 1, Bulletin 2007-03. Other agencies (fewer in number) have adopted the model IAA recommended in the OMB guidance on Interagency Acquisitions, dated June 2008, which differs significantly from the model now proposed. For this reason, we want to stress that the proposed process and model will not be effective and may even create more inconsistencies and confusion among various agencies unless OMB and Treasury are successful in <u>requiring and enforcing all federal agencies to adopt this standard form.</u> General	SSA		I	
354	354						SSA 2. The IAA agreement number should be standardized since it is a key element for reconciliation. We recommend that the first part of the IAA agreement number begin with the buyer's and the seller's trading partner numbers and that the instructions contain guidance for which agency's (buyer or seller) trading partner number should appear first. Requiring this information in the agreement number would improve governmentwide management information by making it easy to obtain agreement information by agency. In addition, the instructions should specify which agency is always responsible for establishing the IAA agreement number (i.e., either the buyer or the seller). General	SSA	1 - Each Buyer should manage or agree on the IAA number until an automated Intragovernmental Solution is released 2 - suggestion taken as requirement for IG automated solution	R	
355	355	GT&C					SSA 3. Page 1, Section 4, Include a box for "Renewal" as an agreement type. A renewal is not necessarily a modification, and it is a helpful piece of information that SSA uses to track and store IAA documents throughout the years. GT&C	SSA	5.18.10 - Agencies will cite an Amendment on the GT&C for any updates	N	would need definition for this from SSA
356	356	GT&C					SSA 4. Page 1, Section 9, Replace "Other Fund" with "Other Fund/Authority." Agencies cite other authorities such as the Clinger/Cohen Act. GT&C	SSA	Yes - same as #29	Y	Another agency suggested the word Authority instead of fund
357	357	GT&C		FSIO URL			SSA 5. Page 6, Line 7, Update the link http://www.fsio.gov. The website will cease operations on 5/1/10. All FSIO documents will be moved to www.cfoc.gov. GT&C	SSA		Y	Update FSIO URL
358	358	Order					SSA 6. Page 1, Section 22, Include a box for "Renewal" as an agreement Order type. A renewal is not necessarily a modification, and it is a helpful piece of information that SSA uses to track and store IAA documents throughout the years. Order	SSA	5.18.10 - Agencies will cite a modification on Order to state a change to any funding information	N	
359	359	Order					SSA 7. Page 6, Line 7, Update the link http://www.fsio.gov. The website will cease operations on 5/1/10. All FSIO documents will be moved to www.cfoc.gov. Order	SSA	Yes - same as #89, 117	Y	

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360						NGA 1. What is the definition of Interagency as it relates to when this form is required? Is it only intended to be used when the agreement is between Federal Agencies (Interagency) or should Federal Agencies also use it for Intra-Agency transfers that go through Treasury? For example, if one DoD agency has a reimbursable agreement with another DoD agency and the payment is going through IPAC will they be required to use the form? What about one major command to another major command that is in the same military department and the payment is going through IPAC? I am not an expert on payments but I am concerned that there are more than just payments BETWEEN Federal Agencies that the developer of the form might have want covered/included.	National Geospatial Intelligence Agency (NGA)		I	
361						NGA 2. Is the form still mandatory if the payment for the services is going to be through direct cite on the order form?	NGA	5.25.10 - Direct Cite is not a buy/sell transaction. It is the actual contract between gov agency and vendor. Not applicable on the IAA.	N	
362						NGA 3. What if the agreement doesn't involve any payment at all? Do we still use the IAA? Is it possible to standardize when MOAs MOUs and IAA will be used?	NGA		I	
363						NGA 4. Are the IAA numbers or a portion of the number going to be assigned? If not, it looks like you can end up with duplicated IAA numbers between agencies.	NGA	Each Buyer should manage or agree on the IAA number until an automated Intragovernmental Solution is released	N	
364						NGA 5. If we do have a set format for numbering the IAAs, why would the Seller have a unique agreement tracking number?	NGA	Seller Agreement tracking number is optional to provide a space incase it is wanted	N	
365						NGA 6. GTC Line 7. Advance Payments Allowed for Products/Services. Need to reference the statutory authority that authorizes the advance pay. Plus add a place for instructions on providing information on the status of the advances and any other information the agency needs to track the advance, e.g. amount obligated, expended, and available.	NGA	5.18.10 - add authority if YES checked under #7 - Advance instructions to be updated	N	Does the authority they reference in #9 allow/diss allow advances?
366						NGA 7. GTC Line 10. Support agreements often involve actions from both the requesting and providing agency. Shouldn't there be a block for each of them?	NGA	According to Treasury, FMS Legal, this information is sufficient	N	
367						NGA 8. Order Form Line 23. Why doesn't the assisted acquisition have a performance period? Sending funds to another organization doesn't extend the life of an appropriation nor is it an open ended request.	NGA	The form will be updated wherever possible to include information for all IG types, including AA	Y	need to work with AA on this
368						NGA 9. Order Form Line 28. Buyer/Seller Additional Accounting Classification OPTIONAL: For each line, enter additional important accounting information used for internal tracking. Why is this line optional, we will require the entire Line of Accounting to load funds properly into our GAFS/BQ (accounting system)?	NGA	this is optional to allow each agency to determine how to use this field	N	
369						NGA 10. Has the working group considered a dollar limit for requiring a GTC? If the purchase of goods or services is below \$100K (or any other amount the working agrees to) Can we just use the Order Requirements and Funding Section without a General Terms and Condition section?	NGA		I	
370						NGA 11. Implementation date. A number of agencies have automated their Interdepartmental Purchase Request forms. DoD agencies often use a Military Interdepartmental Purchase Request (MIPR). To change the format over to the IAA is going to require time and funding. Will agencies that use another form be allowed to continue to use their form by attaching it to the IAA until they can implement the new form? If not, we will lose a critical internal control tool.	NGA	We (OMB/Treasury) are working on an implementation strategy for the IAA. We are interested in working with the agencies to help them with this challenge.	I	
371						The buyer and seller should provide the information below Agency Location Code (ALC): 20160001 Accounting Data: HQR4159REXXXX 2010 610001 MNT2999240 2531 MNTG9GEN DUNS Number: 938650900 Treasury Account Symbol (TAS) 20X5159 Business Event Transaction Code (BETC): Disbursement (DISB) or Collection (COLL)	Treasury, Mint	Included on Order See, p2 #28 and instructions	N	
372						The information required through the proposed forms meets the Federal Acquisition Regulation requirements, however, the form is too complex for smaller agencies and could be simplified while still capturing the required information. Required information data fields should come first on the forms, and all narratives or clauses	Treasury, OTS	Thank you for the information - that is the way the GT&C is set up	N	
373						For payment, there are usually two IAA identifiers (Agency) numbers. The first for the servicing agency, the second for the requesting agency. It would be helpful if the numbering scheme would allow the use of one IAA number.	Treasury, OTS	Each Buyer should manage or agree on the IAA number until an automated Intragovernmental Solution is released	N	
374						Thank you for the opportunity to comment on the IAA Template. We do not have comments at this time	NRC	Thank you	N	

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2	375						Who is the steward for acceptance of a completed IAA? If buyer and seller complete their portions of the IAA, yet the IAA remains incomplete, does the Treasury have the authority to reject the completed IAA, or can the parties begin trading regardless? (I know the instructions indicate that unless marked "optional", all other data is to be considered required, but what if there is data missing, how is the IAA to be	DoD, BTA	The parties are responsible for ensuring the IAA is complete. No work shall begin until the GT&C AND Order are signed.	N	
375	376			Form layout			FinCEN 1) FinCEN echos the concerns of Richard Taylor from NARA that the "Order" part is very duplicative of the "GTC." We have developed and are using an abbreviated "Order" form , which we are willing to share. We have found that the more abbreviated form (only two pages) is easier to automate and integrate into the	Treas, FinCEN	Thank you	N	
376	377						FinCEN 2) GSA, DOI and State Dept are agencies offering multiple services; are multiple General T&C's for each service type required? "Assisted Acquisition Agreements" seems to be only identifiable deviation for Payable IAA's General T&C's.	Treas, FinCEN	The IAA will be the standard for reimbursable, grant and assisted acquisition transaction types	N	
377	378			COTR			FinCEN 3) The forms provided do not allow for noticeable procurement involvement; who establishes the general T&C's and what area is provided for Contracting Official's review ? Is an area needed for contracting officer review?	Treas, FinCEN	Per TT 5.3.10 mtg update instructions for COTR/COR and additional POC optional boxes. This could be Program and Acquisition contacts or other poc, signatures are optional depending on an agencies need. (Same as #339, 346 & 50)	Y	COTR
378	379						FinCEN 4) Clarification for Block 35 (Additional Points of Contact (POC's)) of the IAA Orders is needed, particularly if acquisition office involvement is to be include. Otherwise this is a risk area that will allow program officials to by-pass procurement	Treas, FinCEN	Your comment about adding a COTR is being considered. Additional POC are just that, additional to the ones that are specifically identified.	N	
379	380						FinCEN 5) Procurement writing systems are currently being used for both reimbursable and payable agreements obligations for tracking and payment purposes. Are agencies experiencing disconnects between the financial and procurement offices	Treas, FinCEN		I	
380	381						FinCEN 6) Is one COMMON AGREEMENT NUMBER possible? As written, there seems to be a potential of having a more than one IAA order agreement; two general T&C's and two order agreement numbers. (Will the acquiring activity and servicing agency each have different tracking number which must be attached to each of the	Treas, FinCEN	Plesae see the instructions on how the IAA number schema works. Each Buyer should manage or agree on the IAA number until an automated Intragovernmental Solution is released	N	
381	382						ED (1) The order can only accommodate one line item. Most of our agreements will have at least two or more. Consider creating an addendum of additional line number(s) blocks that the users can use if needed and add as an attachment.	ED	Once the Order line is modified to one page, should be easier to add more Order lines per order	N	How to do this - until automated system developed
382	383						ED (2) There are many agreements currently in varying stages of development and clearance. When deciding on an implementation date, allow for current agreements that are in the works to be completed on their existing forms before requiring the use of the new forms. I vote for starting with FY 2011 agreements.	ED		I	
383	384						ED (3) On the Order, #22: If a modification is needed and there is more than one line item , there is no way to indicate which line item is being modified.	ED	Order #22 to be updated per TT comments (AI #65)	Y	
384	385				GT&C	Page 1, Block 8,	Page 1, Block 8, Estimated Agreement Amount : It is not clear why indicating the estimated amount of the agreement is not required for Assisted Acquisitions .	DHS	The form will be updated wherever possible to include information for all IG types, including AA	Y	
385	386				GT&C	Page 2, Block 12	Page 2, Block 12, Small Business Credit Clause : The form should list the authority that applies to allocating socio-economic credits to the Requesting Agency since the Servicing Agency selects and awards the applicable contracts.	DHS	5.18.10 - form is sufficient as is	N	Does the authority they reference in #9 allow/diss allow advances ?
386	387				GT&C	Page 1, Block 2	Page 1, Block 2, The " Seller Agreement Tracking Number " is an optional field. Should it relate to the Procurement Request Number or other unique Requesting (Buyer) Agency identification? If so, shouldn't it be named the " Buyer Agreement Tracking Number "?	DHS	Plesae see the instrucionts	N	
387											

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388	388				GT&C	Page 2: Block 11	Page 2, Block 11, Recommend providing examples of Limitations.	DHS	5.18.10 - Curtina - provided examples of limitations for IAA instructions Update name to "Restrictions" and update the instructions - Optional for all ADD TO INSTRUCTIONS: Examples of limitations include any acquisition laws, fiscal laws or agency-specific policies that are unique to, or that restrict, either the servicing or requesting agency. For example, for DOD this may be the Berry Amendment requires Department of Defense (DoD) to give preference to domestically grown, reprocessed, reused, or produced items related to food, textiles and hand or measuring tools on procurements over the Simplified Acquisition Threshold (SAT). The example used in our June 2008 guidance is...This interagency agreement shall not be used to procure real estate leasing or construction services.	Y	
389	389				GT&C	Page 2: Block 13	Page 2, Block 13, Change "...provided in TFM Volume I..." to "...provided in Treasury Financial Manual (TFM) Volume I..."	DHS	All acronyms will be spelled out.	Y	
390	390			Roles & Responsibilities	GT&C	Page 2: Block 16	Page 2, Block 16, For Assisted Acquisitions, recommend including a listing of actual roles and responsibilities of the requesting agency and the servicing agency (as an attachment) based on OFPP's previous guidance issued June 6, 2008, entitled "Improving the Management and Use of Interagency Acquisitions," Appendix 4, Example of a Completed Interagency Agreement for an Assisted Acquisition, Part A.6 (pages 49-57). Agencies' files were lacking in such information per a previous GAO government-wide audit.	DHS	Per TT 5.3.10 mtg - agreed - Remove line GT&C line 16 and related instructions; Update GT&C #10 instructions to state that Scope/Statement of Work/MOU may be attached and may contain Roles and Responsibilities and bold; *Assisted Acquisition transactions must attach Roles and Responsibilities either separate or part of one of these documents. Update Order #28 instructions to read Scope/Statement of Work/MOU may be attached and may contain Roles & Responsibilities. (same as #200, 325, 390)	Y	
391	391				GT&C	Page 3: Block 20	Block 20, Remove the asterisks from before and after the words "Requesting Agency" and "Servicing Agency." These fields are required to be completed irrespective of whether or not the action is an Assisted Acquisition.	DHS		Y	
392	392				GT&C	Page 3: Block 20	Page 3, Block 20, Recommend changing the last sentence in the heading to read as follows: "Changes will be made by bi-lateral amendment to this agreement."	DHS	5.18.10 - TT - no changes, stated properly as is	Y	
393	393				GT&C	All pages	The GT&C Section contains numerous references to "Amendment." Please clarify that the General Terms and Conditions are "amended" and not "modified" when the parties agree to a change.	DHS	Per TT 5.3.10 Mtg - no change - terms used per OFPP Assisted Acquisition document. (Same as 69, 337, 393) Will review instructions for clarity	Y	
394	394				GT&C	Page 7: Item 20	Page 7, Items 20, For continuation/renewal actions, funds may not be available at the time the previous period of performance ends. The result is that the "Agreement Period Start Date" may be earlier than the signature date. Will this present a problem for reviewers?	DHS	Yes - this does not support the IAA rules	N	
395	395				GT&C	Page 1 : Block 3	Page 1, Block 3, Suggest moving the explanation regarding the need to complete all asterisked fields for an assisted acquisition to a footnote on each page for clarity.	DHS	"" removed	Y	
396	396				GT&C	Page 2, Block 11	Page 2, Block 11, Revise Description for Block 11 to read: "Limitations or Restrictions"	DHS	5.18.10 - Change title to Restrictions see #388	Y	
397	397				GT&C	Page 2,	Page 2, Add a block entitled "Billing and Payment" similar to the OFPP Model, section A.7	DHS	See Order #25	N	

2	A Comment #	B IAA Section GT&C, Order, or General	C Page #	D Section Number	E Section or Subsection Heading Reference	F Excerpt from Document	G Comment	H Organization (Agency or Company)	I Response	J Update Paper Form Y or N	K Change to Form
	398				GT&C	Page 2,	Page 2, Suggest adding advance notice of intent to terminate IAA similar to that from Section A.12 of the OFPP Model IAA entitled "IA Termination".	DHS	5.18.10 - BREAK OUT BOX 13 - Add 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.	Y	
398	399				GT&C	Page 2,	Page 2, Add language similar to that under the OFPP Model IA, Section A.13 entitled " Interpretation of IAA " in order to establish order of precedence.	DHS	5.18.10 - add A.13 Dispute language	Y	look at
399	400				GT&C	Pages 4-8,	Pages 4-8, Unclear why the GT&C instructions (pages 4-8) would be included as a part of the IAA GT&C. The GT&C instructions provide guidance in completing the GT&C form, and should be removed from the actual IAA GT&C upon completion.	DHS	Separate instructions from form	Y	
400	401				GT&C	Page 6, Block 9	Page 6, Block 9 offers various authorities. Another block needs to be included for " Other Statutory Authorities " (e.g. Atomic Energy, Federal Real Property and Administrative Services Act)	DHS	See GT&C, #9 - Other Fund to be changed to Other Authority	Y	per other comments change Other fund to Other Authority
401	402				GT&C	Page 4,	Page 4, Suggest removing the introductory paragraph about the new paradigm shift in GT&C instructions and start with the GT&C General Instructions.	DHS		Y	Remove pp about paradigm shift
402	403				GT&C	Page 4	Page 4, General Instructions; 2 nd paragraph. Consider adding the reminder = "The period of availability of the Requesting Agency's funds that are obligated under an Interagency Agreement does not change except as specifically authorized by law. Under the Economy Act, 31 U.S.C. Section 1535, a Requesting Agency de-obligates any fixed year funds at the end of their period of availability to the extent that the Servicing Agency did not perform or incur valid obligations under an Interagency Agreement When a Requesting Agency validly obligates its funds through an Interagency Agreement not governed by the Economy Act, the Requesting Agency does not have to de-obligate its funds at the end of their period of availability."	DHS	Agreed - change per other similar comments	Y	
403	404				GT&C	Page 4	Page 4, General Instructions; 2 nd paragraph. Consider adding the reminder = "For Assisted Acquisitions, the Servicing Agency shall populate the Federal Procurement Data System (FPDS) when reporting any contract or order which results from the agreement (if required by current law, policy, or applicable regulations)"	DHS	5.18.10 - Okay - will add, but call by new system name FPDS-NG (next generation)	N	
404	405				GT&C	Page 4	Page 4, General Instructions; 2 nd paragraph. Consider adding the reminder = "For Assisted Acquisitions, certain agencies may include a requirement to delay any contract award(s) in excess of \$1,000,000 and/or any public announcement(s) of such pending award(s), as needed to ensure its requirement to notify Congress at least 3 full business days in advance of any such contract award(s) or public announcement(s)"	DHS	5.18.10 - agencies can box 11 to capture any specific restrictions	N	
405	406	GT&C	Page 7, Item 19				Page 7, Item 19 - Instructions/Descriptions. Consider adding = "Special terms and conditions (e.g., Requesting Agency's Intellectual Property addendum; Department of Energy laboratories' special terms and conditions, Organizational Conflicts of Interest provisions)."	DHS	5.18.10 - agencies can box 11 to capture any specific restrictions	N	
406											

	A	B	C	D	E	F	G	H	I	J	K
2	Comment #	IAA Section GT&C, Order, or General	Page #	Section Number	Section or Subsection Heading Reference	Excerpt from Document	Comment	Organization (Agency or Company)	Response	Update Paper Form Y or N	Change to Form
407	407	GT&C	Page 6, Item 9				Page 6, Item 9: This is the section in the OMB forms that requires that authority for the transaction be cited. The authority requirement should be more prominent. In addition, there are several other issues: 1. Item 9 is identified as the Seller's Authority. The statutory authority should not be identified as a seller's or as a buyer's authority because this is often misleading. Instead, it is the authority for the transaction that should be emphasized. 2. While a proper IAA authorizing statute generally indicates the entities that may enter into an agreement, it must also indicate what the entities can do as part of the agreement. a. It could be a general authority such as the Economy Act that allows any agency to order goods or services from any other agency as long as all statutory requirements are met. b. Nonetheless, under the Economy Act, it is the potential buyer (requesting agency) that must establish that key requirements for a proper agreement are satisfied 3. There could be a special statute that allows a specific agency to provide certain type of	DHS	Per the TT, Buyer's Authority is not necessary.	N	
408	408	GT&C	Page 6, Item 9				The instructions for item 9 indicate that the 'buyer' must keep a D&F on file for Economy Act transactions. However, the instruction does not cite the source of the requirement nor does it place potential preparers on notice that most Economy Act transactions must comply with the requirements of FAR 17.5, Interagency Acquisitions . The form assumes that all preparers will be aware of these requirements.	DHS	5.18.10 - Add FAR reference- other agencies requested	Y	
409	409						Not all statutes that authorize interagency transactions are derived from franchise, revolving or other fund.	DHS	thank you for the information	N	
410	410						The check boxes in item 9 refer to the Economy Act or some other 'funds' statute. However, some statutes simply authorize the transaction but the transaction is not part of any type of 'fund.' (See, for example, the U.S. Coast Guard, 14 U.S.C. §141.) The instruction for item 9 refers to the possibility of 'any other legal authority' but item 9 itself does not make this clear.	DHS	5.18.10 - changing from Other Fund to Other Authority	Y	
411	411	GT&C	Page 6, Item 8				Page 6, Item 8: This item requires that the estimated agreement amount be indicated. However, we do not understand why this is made inapplicable to 'assisted acquisitions.' In an assisted acquisition , the servicing agency is providing procurement process services for which they must be paid. Ideally, the parties will set forth the specific services that the procurement process entails and the servicing agency should be able to make some estimate of the costs to be incurred in providing acquisition assistance.	DHS	5.18.10 - Changes: #8 = Optional Estimated Agreement Amount for Assisted Acquisition; Add explanation box under #28 for AA servicing fees per Order line	Y	
412	412	GT&C	Page 6, Item 7	Advance Authority			Page 6, Item 7 — Advance Payment . This item directs the preparer to indicate whether advance payment will be 'allowed.' 1. This is misleading because IAA preparers may not necessarily be aware that advance payments are illegal unless specifically authorized by statute. (31 U.S.C. § 3324(b).) 2. This item should first ask whether advance payment is legally allowed by the statute that authorizes the IAA transaction. If legally allowed, then its accounting treatment may be prescribed. 3. The instruction for this item does not indicate that legal authority is required before advance payments may be 'allowed.' Instead, it refers to the "Standard Business Processes Reimbursable Management document for specific guidance. http://fsio.gov." 4. However, regarding the above website, please note the following: a. As far as we were able to determine, the above-cited document is not a stand-alone document. Instead, 'reimbursable management' is one of several management processes. (See embedded file.) It also states the following: b. "Reimbursables Management. Development of this chapter is not yet complete and will be included in the next version of the document." c. Even if an updated version has been or will be published, it covers processes. It does not seem	DHS	5.18.10 - box 7 to be updated to capture advance authority if YES checked and update instructions	Y	
413	413				GT&C	Pages 6-7, Item 13	Pages 6-7, Item 13: 1. This item indicates that terminations or disputes related to the IAA shall be resolved according to the Department of Treasury's Intragovernmental Business Rules . However, these rules seem to be designed to resolve financial and accounting issues. I am not sure how they can be used to resolve performance quality or timeliness issues . Also, it is not clear whether these interagency entities are well poised to resolve interagency legal issues, which might be well handled by the Department of Justice under Executive Order 12146, Section 1-401 . 2. For assisted acquisitions, this item also indicates that the "Servicing Agency shall consult with Requesting Agency before agreeing to a settlement or payments to insure 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." This is not enough. a. If the Requesting Agency is liable for costs related to protests, disputes and termination, the Requesting Agency cannot merely be "consulted" before the Servicing Agency agrees to a settlement	DHS	5.18.10 - adding language from OFPP A.12 and A.13 and other changes address this.	Y	

A	B	C	D	E	F	G	H	I	J	K
Comment #	IAA Section GT&C, Order, or General	Page #	Section Number	Section or Subsection Heading Reference	Excerpt from Document	Comment	Organization (Agency or Company)	Response	Update Paper Form Y or N	Change to Form
414				GT&C	All Pages	Items marked with asterisks (*). Both forms indicate the following: "For assisted acquisitions, also complete all asterisk "*" items." The above seems to mean that items with asterisks apply only to assisted acquisitions. 1. GT&C Item 16 has an asterisk and it asks that roles and responsibilities of buyer and seller be attached. There does not seem to be a roles and responsibilities requirement for IAAs that are not assisted acquisitions. a. However, non-assisted acquisition IAAs can be as complicated as those for assisted acquisitions, and, b. It is just as important to assign roles and responsibilities to the former. 2. GT&C Item 15 has an asterisk and it asks for a list of organizations authorized to provide assisted acquisitions. We do not understand this element because it seems to imply that an agreement can set up several assisted acquisitions with different agencies with one document and one justification. 3. GT&C Item 14 has an asterisk and it asks that a list of organizations authorized to request assisted acquisitions. We do not understand this element because it seems to imply that an agreement can authorize several agency entities to execute assisted acquisitions.	DHS	5.18.10 - "" are being removed and addressed	Y	
415	415	Order	Page 2, Block 25	IPAC		Page 2, Block 25 the payment method must be checked. Credit cards are never used to pay for services provided via Reimbursable Agreements. All transfers are done via IPAC.	DHS	5.18.10 - not all agencies agree - will remain as is	N	
416	416	Order	Page 3, Block 28			Page 3, Block 28, Buyer Funding Expiration Date could be renamed to Appropriation Expiration Date – right now it is not clear.	DHS	5.18.10 - no change	N	
417	417	Order	Page 3, Block 28			Page 3, Block 28, It may be useful to include the following under Block 28: Funding Obligations Previous total Amount of this action Total amount	DHS	5.18.10 - TT does not agree to add this additional information	N	
418	418	Order	Page 1			Page 1, Add space for Purchase Requisition Number.	DHS	5.18.10 - TT only wants to reference the numbers already captured on the IAA; agencies can capture this information in the Additional Accounting Information fields	N	
419	419	Order	Page 1,			Page 1, Add block which allows for the option to select D&F circumstances (e. Existing Contract, Servicing Agency Expertise or Servicing Agency authorized by law) (FAR17.503 (b) (1)-(4))	DHS	5.18.10 - TT does not feel this is necessary	N	
420	420	Order	Page 1,			Page 1, Add J&A as an attachment (if applicable) FAR17.504(D)(1)	DHS	Agencies can add if they need in boxes 17-19	N	
421	421	Order	Page 4, Block 33			Page 4, Block 33 is excessive, recommend deleting the signatory requirement. Funding certification is received by the Contracting Officer (CO) and it is a responsibility of the CO to ensure appropriate information is included. The bona fide need and appropriateness of funds has already been reviewed and certified. The requirement for signatures will DRASTICALLY increase the amount of time it will take to get IAAs in place. We have a difficult time getting the servicing agency to sign in block 32.	DHS	5.18.10 - 2 sets of signatures support IAA; CHANGE - add additional POC with OPTIONAL signature blocks	Y	
422	422	Order	Page 1, Block 22			Page 1, Block 22, Recommend adding a row named "Line Item Number" (already in Box 28) to the "Modifications to FUNDING information" table. One or more line items may have changes to their funding, and adding an entry for the line item number will allow for accurate recording and reporting of that information. [If only the total amount is being changed, then the Line Item Number may be left blank.]	DHS	5.25.10 - Update Modification table to recognize different line numbers, NSF, GSA	Y	
423	423	Order	Pages 2, Block 25	acronyms		Page 2, Block 25, Provide an explanation and full text of the acronym IPAC (as was done for ALC, TAS, BETC and BPN on page 9).	DHS	spell out all acronyms - many agencies	Y	
424	424	Order	Page 6, General Instructions	FSIO URL		Page 6, General Instructions, The Financial Systems Integration Office (http://www.fsio.gov) ceased operations on March 31, 2010, and the web site will become inactive on May 1, 2010. The FSIO web page directs visitors as follows: "The FSIO documents now located on this web site will be transferred to the CFO Council web site - www.cfoc.gov on or before May 1, 2010."	DHS	update FSIO URL	Y	
425	425	Order	Page 7, Item 22			Page 7, Item 22, Under " Modification, " change the first sentence to "The Buyer checks..."	DHS		Y	
426	426	Order	Page 6,			Page 6, Instructions: Suggest moving the explanation regarding the need to complete various asterisked fields (*) only for assisted acquisitions to a footnote on each page for clarity. Page 1 of 12 indicates completing the Buyer and Seller as an asterisk item, yet this applies to all IAAs. May also consider separate templates for assisted and unassisted acquisitions.	DHS	5.25.10 - agree to change re "" - duplicate	Y	
427	427	Order	Page 2, Block 27			Page 2, Block 27, suggest referencing the Billing and Payment section from the IAA GT&C	DHS	See Order # 25	N	
428	428	Order	Page 4, Block 32, 33, 35			Page 4, Block 32, 33 & 35 , In most agencies, a Contracting Officer signature is required. In addition, a requirements official or POC may have been intended. This area may need clarification. In the past, block 32 may have been used for both program (requesting agency) program POC and contracting POC. It is unclear if the Contracting Officer signature would be represented in Blocks 32, 33 and/or Block 35. Also suggest making Block 35 read "Primary Point of Contact"	DHS	5.25.10 - update instructions for COTR duplicate	Y	
429	429	Order	Page 6-12,	Instructions		Page 6-12, Unclear why the Order Requirements instructions (pages 6-12) would be included as a part of the resulting IAA since they are numbered 6 of 12, 7 of 12, etc. and include the IAA GT&C, Order # etc. The Ordering instructions provide guidance in completing the Order Requirements form content and would be removed from the actual IAA order upon completion and execution.	DHS	5.25.10 - separate instruction - duplicate	Y	

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430	430	Order	Page 2, Block 28				Page 2, Block 28. Unclear where various information from the MIPR (DD448) form would be included such as MIPR #, Control Symbol, FSC,	DHS	We are working with DoD to replace the MIPR with the IAA	N	
431	431	Order	Page 6,				Page 6, Suggest removing the introductory paragraph in ordering instructions and start with the General Instructions.	DHS	Remove	Y	
432	432	Order	Page 8, Item 28				Page 8, Item 28 — Severable / Nonseverable . This item consists of many parts. One of the parts asks that the preparer indicate whether an assisted acquisition contract will be consist of severable or nonseverable services. 1. The determination of services as severable or nonseverable is often a nuanced matter requiring legal advice. Inasmuch as the OMB IAA Order document does not recommend legal review, improper severability determinations may result more frequently. An improper determination leads to improper use of appropriations. 2. The IAA form does not warn preparers about the consequences of a nonseverability determination 3. Also, preparers may not necessarily be aware of the applicability of 10 U.S.C. § 2410a (military) or 41 U.S.C. § 2531 (civilian) (both implemented by FAR 37.106) to contracts awarded by assisted acquisition. This should be explained.	DHS	5.25.10 - instructions sufficient	N	
433	433			General			The form lacks any reference or other guidance applicable to the requirements in FAR 17.5 Interagency Contracting under the Economy Act.	DHS	5.25.10 - Update instructions with (FAR 17.5) reference	Y	
434	434	General	IMPLEMENTATION ISSUE				!!! The development and planned implementation of the form seem to lack any preceding proposed FAR changes or any other draft financial management regulatory changes that would ordinarily be issued along with the proposed form. We would expect to see publication of the agreement's foundational policy guidance along with the General Terms and Conditions in an appropriate proposed regulation concurrently with the processing of the Standard IAA Form.	DHS		I	
435	435	General					The Agreement should begin with Order Requirements and Funding Information Section and the GT&C Section should be added as an attachment	DHS	Thank you for the information	N	
436	436	General					The enabling legislation for DHS included a provision whereby DHS may use the DOE Labs under the "work for others program," which has allowed DHS to implement streamlined arrangements in its IAAs with DOE. Will these standard forms be mandated for use with all IAAs?	DHS	We are working on an IG inventory of transactions to determine where the IAA will be used. Can you provide this inventory from DHS? We can discuss/provide format	I	
437	437	General					Recommend providing a definition of both the Standard IAA; and the Assisted Acquisition IAA	DHS	Will update instructions	Y	
438	438	General					The guidance does not address procedures for how agencies should processing intra-agency type agreements internally. Will agency internal guidance be deemed sufficient by OMB?	DHS		I	
439	439	General					Recommend including guidance similar to that which is outlined in OFPP's previous guidance issued June 6, 2008, entitled "Improving the Management and Use of Interagency Acquisitions," regarding the need for an oversight review process - which was outlined in the guidance (see page 7, albeit for assisted acquisitions outside the <i>Economy Act</i>). OFPP's guidance called for the requesting agency to ascertain whether or not "expertise or acquisition resources were readily available within the agency" for purposes of ensuring that agency individuals (program offices) who establish the need for an IAA have the required business expertise to make those business decisions to enter into the IAA. Program offices which are deemed, by the acquisition office, to be without sufficient business expertise shall be required, at certain thresholds (\$200K, a review; and \$500K, a written concurrence) to have the IAA reviewed by the acquisition office that is normally responsible for providing assistance to the requiring office.	DHS	Recommend agency internal control process for implementation	I	
440	440			General			Legal Sufficiency.1. While authority for the interagency transaction must be cited on the OMB standard forms, the preparer is not required to make sure that the IAA is legally sufficient. No amount of information captured by these forms will be of value if the IAA transaction itself is legally insufficient. 2. In general, the forms do not recommend that preparers seek advice regarding the legal sufficiency of the IAA itself, nor regarding issues such as severability and advance payments, nor about the fact that the subject matter of the IAA must fall within the statutory authority. The lack of proper statutory authority, the use of the wrong authority or failure to comply with specific legal requirements of an applicable statute means that performance under an IAA can be result in an improper use of appropriated funds.	DHS	This form is not intended to replace an agency's internal contracting processes, such as consulting with agency counsel to determine whether a proposed amendment is legally sufficient. Presumably, that would be done in connection with any contract, not just IAAs.	N	
441	441			General			Relation to OFPP Guidance: 1. OMB's Office Federal Procurement Policy (OFPP) issued guidance on Interagency Acquisitions, dated June 2008. This document provides guidance and prescribes a model IAA document specifically for assisted acquisitions. 2. According to its own terms, the draft OMB documents are to be used as the standard for all IAA transactions. 3. Page 4 of the GT&C form refers to a website where the above described OFPP guidance is found. a. However, there is no information or explanation regarding the relation of the new proposed forms and the OFPP guidance, and, b. There is no information that indicates whether or not the draft OMB forms will supersede, or are intended to work within, the OFPP guidance.	DHS	The OFPP form is under construction for consistency with the IAA	O	

	A	B	C	D	E	F	G	H	I	J	K
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2	442			General			Memoranda of Agreement (MOA) and Memoranda of Understanding formats. Currently, interagency agreements that are complex are often prepared using an MOA or MOU format, accompanied by funding documents. 1. The MOA or MOU format is useful when, for example, they contain overarching and detailed terms and conditions applicable to the parties. The information contained in these documents, in addition to that contained in the forms, is very often necessary to comply with 31 U.S.C. § 1501 and Subpart 17.5 of the FAR. 2. While the OMB forms collect detailed information, they do not seem to provide for the type of equally important elements usually set forth in an MOA or MOU. For example, the forms do not have fields for extension, modification or termination by mutual agreement. 3. If the OMB forms are intended to displace the use of MOA and MOU, there should be some recognition of that fact and a place identified for incorporation of material heretofore included in such documents. If the OMB forms are not intended to displace the use of MOA and MOU, there should be some explanation as	DHS	At the current time, the IAA will not replace MOUs - Definitions will be available in the updated in the IG Business Rules to be published in the near future	N	
442	443			General			FY 2009 DOD Authorization Act, Pub. L. 110-117.1. Section 865 of FY 2009 DOD Authorization Act. Section 865 is titled 'Preventing Abuse of Interagency Contracts. This statute expresses concerns about IAAs as procurement transactions. Among other things, this statute requires OMB to issue guidelines for interagency acquisitions. 2. Draft OMB Forms and Section 865. This section is a statute governing interagency acquisitions so any OMB guidance and requirements regarding IAAs must implement and be consistent with Section 865. a. The draft OMB forms do not refer to Section 865 nor is there any information as to how the forms may be related to the Section 865 requirements. b. According to Section 865(a)(2) statute, the following should be in the guidelines: -Procedures for the use of interagency acquisitions to maximize competition, deliver best value to executive agencies, and minimize waste, fraud, and abuse. -Categories of contracting inappropriate for interagency acquisition. -Requirements for training acquisition workforce personnel in the proper use of interagency acquisitions. 3. Will guidelines	DHS	OMB has not yet issued the guidelines called for by P.L. 110-417, Division A, Title VIII, Subtitle G, Section 865 (122 Stat. 4356, October 14, 2008). The form will be reviewed after those guidelines are issued and will be modified if necessary at that time.	N	
443	444			General		Buyer Seller	Terminology — Buyers and Sellers. These terms should be eliminated and, instead, we should keep the terms used by the OFPP Guidance on Interagency Agreement, June 2008. This document refers to the 'Requesting Agency' (buyer) and the 'Servicing Agency' (seller). The latter terms are more encompassing than buyer and seller.	DHS	It agrees	Y	updated per comment
444	445			General			The following comments identify the repetitions in the forms. Please if both forms will be required, the repetitions are unnecessary. Also, including partial information on one form and the rest of the information on the other form may be confusing.	DHS	NA	N	
445	446			General			Block 1 and Block 21 ask for the same info, however in addition to name and address Block 21 also asks for [remove] fax, phone and email. Block 1 should ask for exactly the same info as Block 21.	DHS	#1 asks for the Agency Information. #21 asks for the specific office. Personal information to be removed in #21	Y	
446	447			General			Block 3 GT&C Action is same as Block 22 Order Action – different headings but the same info.	DHS	#3 asks what action you are taking with the GT+C. #22 asks what action you are taking with that particular order. Since there is one GT+C to one or more orders, we need both	N	
447	448			General			Block 5 and Block 23 – the info is repetitive. Forms should be uniform and use the same heading. Block 5 calls for Agreement Period and Block 23 calls for Performance Period- should be performance period on both forms.	DHS	See instructions. They mean different things for each section	N	
448	449			General			Block 7 should go with Block 24. Block 24 asks for all the details regarding the advance payment and the information should be kept in one place.	DHS	#7 requires an answer as to whether an advance is allowed. #24 requires specific information on the amount, accounting methodology of the advance for each order	N	
449	450			General			Block 28 asks for the funding information, therefore the information from Block 8 should be put with the information under block 28.	DHS	See instructions.	N	
450	451			General			Block 10 should be put under Block 28, under the Project Title	DHS	See instructions.	N	
451	452	COTR		General			Buyer signature blocks are not set up for contracting officer signatures and suggest that the buyer would be a program official rather a contracting officer as it should be. There should be a separate block for Program Official signatures and Contracting Official Signatures such as:	DHS	Instructions to be updated	Y	
452	453			General			Delete embedded hyperlink references to various websites associated with the instructions and create an Appendix to the instructions with the relevant information, or extract the pertinent content from the referenced website and include in the instructions. It is unclear from many of the referenced websites what relevant information the individual completing this form would consider or should extract since these are often general references.	DHS	5.25.10 - links will remain in instructions	N	
453	454						GSA 1. The subject document was intended to be circulated to Chief Acquisition Officers. From the distribution on the email dated 7 Apr 10, it appears that this document was only sent to the CFO-Council. If that is the case, GSA formally requests that the document be recirculated to the CAO's to ensure the acquisition community Government wide has a chance to review and comment on the IAA document due to the proposed substantive	GSA	The document was sent to the CAO Council listserv as well as the CFO Council listserv.	N	
454	455						GSA 2. These standard forms are a dramatic shift from the structure of the Interagency Agreement's Part A and Part B that were set forth by OFPP in June, 2008. Why wasn't the IA (Part A and Part B) used as the jumping-off point for any needed revisions?	GSA	The OFPP IAA was leveraged as the foundation for this IAA, and IAAs from 9 different agencies were also leveraged.	N	
455	456						GSA 3. There no discussion of how this form improves upon the process and documents promulgated via the June, 2008 OFPP guidance? If there are improvements, they need to be highlighted because the forms appear to be a step	GSA	Improvements will be highlighted in the policy memo releasing this IAA in final form.	N	
456											

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457	457						GSA 4. These standard forms need to be tested by stakeholders in the acquisition and financial community before they are published and mandated for use. We have not done our due diligence if these forms have not been tested by using them to complete real-time acquisitions. These forms were developed in order to meet the 09/30/09 deadline to publish the FSIO "Standard Business Process" chapter. The acquisition and financial communities are taking a big risk and a big step backward if we allow a publishing date to drive change as opposed to properly vetting the forms through testing and usage prior to publication.	GSA	The form is currently being piloted by an agency whereby stakeholders from the acquisition, programmatic, and financial community are testing the form. We are incorporating their lessons learned in both the systems and business process arenas.	N	
458	458						GSA 5. While the standardized forms are meant to facilitate the acquisition process, the pendulum has swung to the side of being "data heavy" perhaps at the expense of the integrity of the Interagency Agreement. For example, the format of the forms has lots of attachments instead of having the information embedded into the document itself. This structure could lead to problems if the attachments get separated from the standard form. These forms need to work not only for the more straight-forward, "vanilla" transactions, but also for the more complicated and long-	GSA	No specific recommendation noted in this comment . Instructions, which are assumed to be referenced as the attachments in this comment, will be separated from from.	Y	separate instructions from forms
459	459						GSA 6. Why is there a rush to publish this form? There is a stable, effective, quality process in place with the current Interagency Agreement. The transmittal memo to the CFO council says "OMB will issue the final IAA under Memorandum in late April 2010. Once the final IAA is issued, agencies would be required to use the new IAA form." Since comments are due on April 20, how can all of the comments be vetted and the appropriate follow-up conducted in less than a 2-week period? This effort is much too important to rush unnecessarily.	GSA	OFFM and OFPP have been working on a standard IAA since 2007. OFPP released their IAA while OFFM worked longer with FSIO and agencies to develop the requirements for the financial management community. This form is now being vetted in final for use across all communities.	N	
460	460						GSA 7. Future automation plans....very concerned about how the price to cost relationship and billing to invoice process would be handled. For the former, we fear there is an incomplete understanding of the complexities that can exist to map the two together. For the latter, we need to keep this process simple and effective and not mirror the vendor invoice/payment process.	GSA	The standard IAA is being developed to reduce the cost of operations/reconciliation across agencies. Please reference the Treasury Office of Innovation and Transformation for further details about automated plans, especially in the area of the vendor payment portal.	N	
461	461						GSA 8. We are unaware of any widespread communication about this standard IAA form / business process beyond the finance community and portions of the acquisition community. Based on experience, business/program offices need to be aware as does legal. There are widespread disparities of understanding about rules for reimbursable work and how it should be documented and processed.	GSA	The form is currently being piloted by an agency whereby stakeholders from the acquisition, programmatic, and financial community are testing the form. We are incorporating their lessons learned in both the systems and business process arenas. We are continuing to do outreach. If referenced community needs more information, please contact Kim or Robin and we would welcome the opportunity for more in depth and targeted discussion.	N	
462	462	Order	2	28			GSA 9. Order template - Box #28. Replace "Project Title" with "Project or Recurring Service Title".	GSA	Will updated instructions	Y	Update instructions to reference recurring service
463	463	GT&C	1	8			GSA 10. Why is it necessary to estimate a price in the General Terms and Agreement if funding orders will be used? In other words, what is the intended purpose/plan for use of this estimate? We thought the original plan was to capture a "Ceiling Amount"? What is the expectation of the relationship b/w funding orders and this estimate of total & component breakdown in the GT&C? While in some instances it is possible to estimate a total out year price, in many cases it would simply be a wild guess. Also, if this estimate is retained, why is it necessary to separate price into component parts, at least at this time?	GSA	This provides a communication tool for both parties to understand the funding scope of the entire agreement	N	
464	464	GT&C	1	8			GSA 11. Modeled/Allocated costs (but related directly to either a service or a customer) need to be clarified as being included in the Direct Costs "box".	GSA	5.25.10 - instructions sufficient - each agency determines their what makes up direct or overhead fees	N	
465	465	GT&C					GSA 12. Believe there is an assumption that an accumulation of costs will equal the same exact number as the price. This is a bad assumption as not all agencies have to use Economy Act authority.	GSA	Agencies will use the GT&C, #9 to identify what authority supports each agreement prior to signatures	N	
466	466						GSA 13. Where would an agency communicate its price/fee structure? Instead of a total estimated amount that is based on a possible TBD number of funding orders with varying costs, should the GM&T simply capture what the basis is for pricing is as well as out year increases. For example, GSA is trying to move toward a consistent approach to building labor-based prices using a methodology that used fully-loaded rates mapped to a discrete number of labor categories, with rates subject to annual increases consistent with A-11 guidance. This example also highlights the problem that there is an assumption that price should equal seller's accumulated costs. Using the methodology described above, an accumulation of actual labor costs will likely never equal price (Seller Revenue = Seller Price; Seller Revenue should equal Buyer Expense; but Buyer Expense doesn't necessarily equal Seller Expense).	GSA	Sellers will use GT&C, page 1, #8 "Overhead Fees & Charges Explanation" to briefly explain how their overhead costs are calculated for disclosure to Buyer.	N	

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2	Comment #	IAA Section GT&C, Order, or General	Page #	Section Number	Section or Subsection Heading Reference	Excerpt from Document	Comment	Organization (Agency or Company)	Response	Update Paper Form Y or N	Change to Form
467	467						GSA 14. Agreement with this template should NOT result in an assumption that GSA agrees with plans to automate. Automation would introduce MANY new concerns and challenges.	GSA	GSA management is involved in automation planning.	N	
468	468						GSA 15. In light of the above comments, GSA requests a delay in order for stakeholders in the acquisition and financial communities to test the forms to ensure they are effective in executing interagency acquisitions. If there are problems identified, the problems can be fixed before the form is published, which is much easier to accomplish than fixes after the form is published. Unless there are variables unknown to us, we have the luxury of time on our side since the current IA templates	GSA	The form is currently being piloted by an agency whereby stakeholders from the acquisition, programmatic, and financial community are testing the form. We are incorporating their lessons learned in both the systems and business process arenas.	N	
469	469						GSA 16. Standardization of the forms may help minimize omissions of key elements, but an increase in commitment/oversight of the IAA process is needed.	GSA	Thank you. We hope that you will take the opportunity at your agency to help to increase the commitment/oversight of the IAA process	N	
470	470						GSA 17. We do not believe that the proposed new standard IAA forms align with June, 6, 2008, OFPP guidance, Interagency Acquisitions, as well as the model IAA example provided as an appendix to the OFPP guidance. The model IAA form included in the OFPP guidance uses the same terms and elements explained in the guidance, and the model IAA form follows the same order as the OFPP guidance. The terms and elements of the proposed new standard IAA forms differ from the OFPP guidance in some cases. For example, OFPP guidance refers to Part A vs. Part B - however, the new standard IAA form uses the language "GT&C" and "Order Requirements and Funding Information Section." Also, the OFPP guidance indicates which elements should be included on each IAA. In some cases, either extra elements are included on the proposed new standard IAA forms, or elements included in the OFPP guidance are not included on the forms. For example, OFPP guidance says to include legal authority on Part B, but the new form does not include that	GSA	The OFPP IAA was leveraged as the foundation for this IAA, and IAAs from 9 different agencies were also leveraged.	N	
471	471						GSA 18. Section 8 - Estimated Agreement Amount: On page 6 in the explanation, it states that "Any type of fees or charges above and beyond direct costs should be captured here." We have questions concerning the terms and conditions of late payments, when billings are considered to be delinquent, interest charges, etc. as outlined in Appendix 2, page A-3 of the OPP June 6, 2008, guidance. We are looking for assurance that this data is captured somewhere in the IAA form.	GSA	This information can be included in the seller clause on the IAA	N	
472	472						GSA 19. Section 4 - GT&C Action: On page 5 in the explanation for amendments, it states that "Authorization of an Amendment to the GT&C Section requires official signatures of both the Buyer and Seller." Don't all actions require both the signatures of the Buyer and Seller? If not, there is nothing in this document that states that. If so, then this statement is unnecessary and in fact, may cause readers to assume that new IAs or cancellation of IAs (the other two GT&C Actions) do not require both signatures. We recommend that this statement be deleted.	GSA	Will add to signature box (#20) in instructions)	Y	Update instruction to #20 Signature to read "The Agency Official for the Requesting Agency and Servicing Agency will both sign to accept this agreement and any amendments.
473	473						GSA 20. GSA's Reimbursable Work Authorization (RWA) form (GSA Form 2957) includes certifying language on its face that requires a requesting agency official to certify that there is a bona fide need, that funding is legally available, that internal reviews/approvals have been completed, etc. The new form does not require a certification per se. The instructions explain that a signature signifies a confirmation of these same elements. (GSA specifically adopted certification language to make it clear to customer agencies that they must be compliant with	GSA	5.25.10 - update form to include 2957 verbage and updating instructions to remove "*" and = for all for #32/#33	Y	
474	474				Roles & Responsibilities		GSA 21. GSA's RWA makes it clear that the process is collaborative and both parties have specific responsibilities. For example, GSA will assist the Agency in defining its requirements, GSA will perform acquisition planning, GSA will administer contracts, GSA will provide an independent government estimate, the Agency will provide funding, the Agency will not provide instruction to any GSA contractor, etc. The new form does not address many of these elements.	GSA	5.25.10 - Supersedes above comment: #16 to be expanded to capture general roles & Respons to avoid additional attachments. Update instructions to for Roles and Responsibilities for GT&C See 5.24.10 email A.6 OFPP guide - Roles & Responsibilities	Y	

2	A Comment #	B IAA Section GT&C, Order, or General	C Page #	D Section Number	E Section or Subsection Heading Reference	F Excerpt from Document	G Comment	H Organization (Agency or Company)	I Response	J Update Paper Form Y or N	K Change to Form
	475						Is there a data dictionary we can get for the data elements on these forms?	HHS	The IAA Data elements will be included in the FMS Data Registry	DR	Work with FMS EDA to include in FMS Data Registry
475	476						DOI 1. Clarify the role/intent of the General Terms and Conditions (GT&C) Section form. Does the GT&C section form cover all orders with that agency when the scope of work is the same or must it be redone with each IAA Order form? Based on the instructions it appears that the GT&C lays out the framework for the partnership/relationship between specific Agencies/Departments and could be used with one or multiple IAA order forms (block 6). What is confusing is the Seller Agreement Tracking Number in Box 2 on the GT&C form and the Seller Agreement Tracking Number on the IAA Order form appear be the same based on the Instruction/Description of the Seller Agreement Tracking Number on the IAA Order form. If they are the same then the GT&C form needs to be created each time that a new IAA Order form is created.	DOI, USBF	1) Please see the General instructions for the GT&C. 2) Seller Agreement Tracking Number - is the same, please see the instructions	N	
476	477						DOI 2. What is the intent of Section 8 Direct Cost on the GT&C form? It makes sense to have the Overhead Fees and Charges blocks as a partnering tool. Direct and total cost would bring us back to the earlier question/concern about the role/intent of the GT&C form.	DOI, USBF	Please see the instructions: Direct + Overhead fees/charges = total charges. This provides a communication tool for both parties to understand the funding scope of the entire agreement.	N	
477	478						DOI 3. GT&C form Page 1, Section 1 - Since an acquisition may be made with a bureau or another agency, make it clear that there may be both (Department refers to "agency;" whereas, a bureau is part of an agency). On the GT&C form the Agency/Department is requested per the instructions, is it a fair assumption that an agency official would sign this form as opposed to the primary office/organization personnel that would sign the IAA Orders form? Again what is the role/intent of this form?	DOI, USBF	Please see the instructions for both sets of signatures.	N	
478	479						DOI 4. GT&C form Page 1, Section 9 - lists Economy Act (31 United States Code 1535) as a seller's authority; however, this is an authority that a buyer needs to be citing under Federal Acquisition Regulations 17.5 when acquiring services from another bureau or agency. Where did the Buyer's Authority block go, it was on the previous form reviewed this summer?	DOI, USBF	Per the TT, Buyer's Authority is not necessary.	N	
479	480						DOI 5. GT&C form Page 2, Section 10 - Why not just title this "Scope of Work"?	DOI, USBF	Because the Buyer needs to take responsibility for communicating what goods/services they are requesting	N	
480	481						DOI 6. GT&C form Page 2, Section 12 - typically the socioeconomic credit goes to the entity awarding the contract. Please use more than an * to reduce confusion on this. Suggest starting the sentence in block 12 with "For Assisted Acquisitions any contract actions executed..."	DOI, USBF	Update per request	Y	GT&C, #12 to read "For assisted acquisitions, any contract actions executed by the Servicing Agency on behalf of the Requesting Agency will allocate the socioeconomic credit to the Requesting Agency."
481	482						DOI 7. IAA Orders form Page 1, Section 22 - The funding information should be clearer - suggest adding a "total estimated amount, this obligation, previous obligation, and total obligation to date fields. Right now, this is not clear and a total estimated amount for multi-year IAA is an important piece of data as it is tied to the Determinations and Findings and approval levels. In addition, it establishes a total estimated cost for the full Scope of Work (SOW) - without it, there will be questions as to whether each modification is increasing scope or is an anticipated funding modification.	DOI, USBF	This information will be captured on the GT&C, #8.	N	
482	483						DOI 8. IAA Orders form - We require a budget estimate for each IAA (be it an assisted acquisition or IAA for servicing agency personnel activities). Suggest adding a place for the budget. If not, we could always include it with the SOW under Section 28. We will probably attach each SOW as the space is small here.	DOI, USBF	This information will be captured on the GT&C, #8. A SOW may be attached.	N	
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484	484					Instructions	DOI 9. Both - The form instructions should not be part of the forms. Suggest a separate form number for the instructions to save paper.	DOI, USBR	Agreed	Y	separate instructions from forms
485	485						In general, this form is cumbersome and confusing as presently drafted. GT&C section is introduced as a partnership document, but contains very specific information that begs the question of why we are required to prepare a partnership form with signature and the Order Requirements and Funding Information Section with additional signatures when essentially all that is needed is to add Section 8, 9, and 20 from the GT&C form to the Order Requirements and Funding Information section form.	DOI, USBR	Thank you	N	
486	486						To further simplify things regarding all of the * which indicate Assisted Acquisitions IAAs, Reclamation recommends that a separate form be developed that is only for Assisted Acquisition IAAs. This would not only reduce confusion and the risk of omitting or even including unnecessary data in the regular IAAs or in the Assisted Acquisition IAAs, it would immediately place the client in the correct form that should be completed.	DOI, USBR	We are working with OFPP and the assisted acquisition community to standardize one form for as many types of reimbursable transactions as possible	N	
487	487						EPA has serious concerns with OMB's proposed Standard Interagency Agreement (IAA) Form. Of particular concern is the apparent failure of the form to properly accommodate EPA's interagency activities authorized under the Agency's Cooperation Authority. We also find troubling the timing and amount of costs that would be required to fully implement the IAA form at EPA. As part of the Agency's consolidation of the interagency agreement (IA) function under a single IA Shared Service Center, EPA refined its Integrated Grants Management System to provide an electronic system for processing and awarding IAs. The process includes a new electronic funding form that automatically populates the IA with the required information. EPA completed the deployment of the automated process just a few months ago and is in the process of completing the final phase of extensive training on the new system. Requiring EPA to use OMB's standard IAA form would require substantial reprogramming and training costs. EPA has not budgeted for such additional expenditures and would need considerable time to implement the form Agency-wide. EPA has raised	EPA		I	
488	488						EPA 1. The form's reference to the partnering agencies as "Buyer" or "Seller" appears inappropriate. Many of EPA's IAs represent mutual and collaborative efforts with other agencies. We therefore recommend using "Requesting" and "Servicing" agency.	EPA	Agreed	Y	change to Requesting and Servicing Agency
489	489						EPA 2. It is unclear how implementation of the new form will affect existing agreements; i.e., will it be necessary for existing agreements to be converted to the new form if and when an amendment is required.	EPA		I	
490	490						EPA 3. The form does not appear to account for indirect costs under non-assisted acquisition IAAs. Specifically, Part B, Block 28 of the Funding Section calls for an identification of the servicing agency's fees only for assisted acquisitions.	EPA	See GT&C #8	N	
491	491						EPA 4. There is no easy way to recognize cost sharing , which may be contemplated under EPA's Cooperation Authority IAAs. The IAA form appears to be crafted for those situations where one agency is acquiring goods and/or services from another agency at a cost. EPA awards a significant number of IAAs under cooperation authorities which involve cost sharing	EPA	5.25.10 -HHS can do this type of agreement and so can GSA with DoD for Fed Reg with this form. Can work with EPA on implementing this IAA for these coop authorities. Use box 9 Other authorities to cite.	I	
492	492						EPA 5. Block 5 of the General Terms and Conditions (GT&C) notes the project start date cannot precede the dates the agreement is signed by both parties. This would seem to preclude the allowance of pre-award costs, which may be permitted when justified.	EPA	Yes - the IAA should be negotiated and signed before any work begins	N	
493	493						EPA 6. Similarly, Block 5 defines the "Agreement Period" as ending "when the IAA will end and all orders will be completed with delivery of products and services." Because "no fiscal obligations are created through the execution of this section", I suppose the IAA could have an Agreement Period of five years or longer.	EPA	Yes	N	
494	494						EPA 7. The Funding Information Section, however, Block 25, has a Performance Period which is defined to include the "dates between which the products or services for the order will be provided." This Performance Period will have to be commensurate with the funds obligated on the IAA by the requesting agency.	EPA	5.25.10 - depends on IAA and assessment of Order and related funding	N	
495	495				FSIO URL		EPA 8. In a couple of sections there is a reference to http://www.fsio.gov . There is a message posted on that site that FSIO has ceased functioning as of 3/31/10.	EPA	Agreed	Y	change FSIO URL
496	496						EPA 9. Block 11 of the GT&C calls for an identification of any limitations associated with assisted acquisitions. The meaning of such "limitations" is unclear; OMB's guidance on IAAs does not appear to address any such "limitations." As a result, a better definition may be needed.	EPA	OFPP document under construction to include IAA reference	O	
497	497						EPA 10. Block 28 indicates that for assisted acquisitions only, the services must be classified as either severable or non-severable. That distinction presumably applies to all IAAs and would limit the expenditure of funds under severable services to the life of the appropriation.	EPA	updating form to remove Assist Acquisition restriction - will apply to all	Y	remove Assist Acquisition restriction
498	498						EPA 11. It is not clear how agencies would reflect agreements with multiple funding lines. For example, would agencies need to fill out one funding information block for each accounting line, and would agencies be able to identify a quantity and price related to each funding line?	EPA	There is one TAS per Order Line for the paper form. Each order line captures quantity and price.	N	

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499	499						NRC 1. The instructions for Item 32 of the Order form indicate that the ordering agency program official signs and the performing agency contracting officer signs. This is too prescriptive and is inconsistent with procedures followed by many Federal agencies. Instead, the instructions should indicate that the signatures in Item 32 consist of the following: Buyer Agency: Official delegated authority to obligate the agency's funds. Seller Agency: Official delegated authority to accept an interagency agreement.	NRC	Updating information on form and in instructions Form will be flexible enough as to who will sign in each agency. Will not always be a Contracting Officer.	Y	
500	500						OPM 1. Is there a specific reason the General Terms and Conditions document has to be separate from the Order Requirements and funding information document? What are the requirements for using each? Even when considering that the GTC has to be completed before the Order, it seems redundant and labor intensive to have two separate documents. For instance, we could combine pages 4-8 of the GTC and pages 6-12 of the Order to make a complete instruction document, and combine pages 1-3 of the GTC and pages 1-5 of the Order to make a complete form document.	OPM	Instructions will be separated from from the form. NSF is piloting this form and have put into practice your recommendation for ease of use.	Y	Remove instructions from form
501	501						OPM 2. There should be a field for funding type (e.g. One year, no year, or multi-year)	OPM	This informatoin is captured in your TAS	N	
502	502						OPM 3. There should be a field for CCR/DUNS	OPM	The BPN (+4) is the trading partner number that is captured on the Order	N	
503	503						OPM 4. There should be a field for Other Accounting Data	OPM	See the Order, Order line #28	N	
504	504						OPM 5. A definitions section would be helpful on the instruction sheet or at least a reference to where to locate more specific definitions for the terms used on the form.	OPM	Use FMS data registry to maintain this information	DR	
505	505						OPM 6. A more sufficient description and/or examples for the "Overhead Fees and Charges Explanation" field would be helpful.	OPM	Please see instructions. Each agency determines their overhead fees/charges - the instructions allow for agency flexibility in their explanation	N	
506	506						OPM 7. What will be done to institutionalize use of the forms government-wide? For instance, will this replace MIPPRs?	OPM	Yes, the IAA will replace the MIPR. OMB/FMS is working with DoD on this effort	I	
507	507						OPM 8. Recommend that OMB provides clear training to all agencies on how to use the form and how to obtain all the necessary information. With that said, guidance should also make it clear that the buyer will take the lead in completing the forms.	OPM	OMB/FMS are willing to come to agencies to provide training, such as we are doing with NSF. Please contact Kim Farington or Robin Gilliam to set this up.	I	
508	508						USAID 1. GT&C Unitary authority - same authority for both seller and buyer - GT&C needs to simply state "Authority" - Box9 and Box19	USAID	Agreed	Y	Change to Authority
509	509						USAID 2. Order - USAID needs not only TAS initial but also subsequent TAS (i.e., 720/11021, 720/51021) (may only be applicable if multiple draw downs that cross TAS 1st & 2nd periods).	USAID	Need clarification from commenter - send email 5.14.10 - call to Pat - AID requesting a subsequent TAS line for their 511 authority - see email for more specifics. Taking to TT 5.25.10 - per TT - need to modify their order to capture subsequent TAS, that may not yet be appropriated.	N	
510	510						BPD 1. Our main concern with implementing this form is the time frame. This form varies greatly from the form we currently use and are concerned with an implementation date anytime prior to the beginning of fiscal year 2011. Also, it does not make for best business practice to change the form or naming convention mid-year. Also, without a sound Adobe Interactive version, will agencies be expected to print and hand write all of their inter-agency agreements? If so, this will create a magnitude of work for our agency. Our hope and suggestion is the form be developed into a fillable form, made available for agency use prior to 10/1/11 but not required.	Treasury, BPD	An adobe interactive form will be available	I	
511	511						BPD 2. Comments on the form content were provided to FSIO during the initial comment period but some notable outstanding issues include:	Treasury, BPD		N	
512	512						BPD 3. If a field is OPTIONAL according to the instructions, then it should be stated that it is OPTIONAL on the face of the form. For example, 15. Seller Agreement Number.	Treasury, BPD	5.25.10 - will change italics to "OPTIONAL" on form	Y	
513	513						BPD 4. Why would the "seller" be telling the "buyer" how much is Overhead and how much is Direct? It would be all Direct to "buyer".	Treasury, BPD	The seller needs to disclose the full cost, including what is direct and what makes up overhead to the buyer	N	
514	514						BPD 5. Repeat the Buyer Accounting Classification and Seller Accounting Classification for multiple funding sources per line.	Treasury, BPD	One Order line allows only one TAS	N	
515	515						BPD 6. Overhead Fees Explanation: Should more room be allowed for information given that the instructions say to give a "concise" explanation. Does concise mean detailed or brief?	Treasury, BPD	Update instructions	Y	Change instructions to read: "Briefly explain in a concise manner how the seller calculates the overhead fees"
516	516						BPD 7. Per TFM bulletin 2007-03 there is to be a common agreement number. The current draft form allows for an IAA Number, an IAA Modification number, Buyer Order Number, Buyer Modification Number, and a Seller Agreement number. We believe there should be one common agreement number.	Treasury, BPD	The 3 part number is the common agreement number schema and will be agreed upon by the trading partners, until such time that an automated solution assigns it.	N	

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517	517						BPD 8. Why would the option to use credit card or other be placed on the form? IPAC should be the only method allowed. Strike the other payment method and credit card from the form and instructions.	Treasury, BPD	5.25.10 - options will remain at this time until IPAC is mandated	N	
518	518						AG 1. Coming from counsel who has been reviewing interagency agreements for 18 years, I commend the efforts in this regard. The template is an excellent piece of work, and I have only one general comment as to concept and a related one as to the template itself.	AG/USDA	Thank you!	N	
519	519						AG 2. The apparent necessity of executing two documents is somewhat confusing and burdensome for small, one time only, interagency agreements, or renewable agreements where all requirements are known upfront. The GTC, I take it, essentially is a service level agreement under which no funds are obligated. Thus, section 5 - the agreement period - could run for beyond one year for an Economy Act agreement. The second document would be for an actual order under the service level agreement in which more careful attention must be paid to section 23 for Economy Act agreements. i.e., there should be a specific reference or footnote to the need for renewability and deobligation; else agencies will tend let the funds remain there forever but the Economy Act requires renewal and deobligation at the end of the fiscal year(if you note section 28 covers other authorities than the Economy Act for the obligation period and the ending of the five-year period for expenditure.)	AG/USDA	We are adding the deobligation information to the form	Y	Add deobligation information to form for GT&C #9
520	520						AG 3. This is all very nice for major agreements, but a tad overbearing (i.e., will never be done correctly) for a one-time \$10,000 Economy Act agreement where essentially you have to fill out duplicative forms.	AG/USDA	How to implement for smaller agreements/agencies -	I	
521	521						What is an assisted acquisition? With all the instructions in these forms, assisted acquisition is not defined.	ED	See the URL for OFPP, related to the assisted acquisitions listed in the instructions	N	
522	522						ED 1. Currently each agency assigns its own IAA number. At ED, the number is assigned by CPSS (an internal acquisition system). The GT&C seems to assume that only one number will be assigned. Will this somehow replace the number assigned by CPSS or will we have to reference 2 numbers? If we will have 2 numbers, where would we record ED's number? In most cases, we are the buying agency. I see a place for seller agreement tracking number.	ED	Each Buyer should manage or agree on the IAA number until an automated Intragovernmental Solution is released	N	
523	523						ED 2. We generally create a Statement of Work that includes scope and clauses. Can we reference this document in the new IAA form rather than putting it in the form itself?	ED	Recommend using the space on the form wherever possible, but attachments are allowed.	N	
524	524						ED 3. Approvals: Currently we get approval from CAM, OGC, OCIO, RIMS, and Budget Service. I only see room for one agency official's signature on the GT&C. should we use Additional POC's on page 5 of the Order? This could get rather voluminous considering the number of people who sign off on the BS-008 (Dept of Ed's current IAA form).	ED	See the instructions, most of your signatures will probably be captured on the Order section	N	
525	525						ED 4. Does agreement period on GT&C equal Performance Period on the Order? Why must it be in both places.	ED	See instructions	N	
526	526						ED 5. Is this one continuous form? Item numbers seem to continue from GT&C to Order.	ED	Yes, see instructions	N	
527	527						ED 6. Will this form be used for international agencies (OECD) or only agencies with accounts with Treasury?	ED	This form will be used Governmentwide by all agencies engaging in reimbursable activity	N	
528	528						ED 7. Is Description of Products and Services (Order section 28) the same as Buyer's Scope (GT&C #10)?	ED	No - see instructions	N	
529	529						ED 8. Does section 28 only apply to assisted acquisitions? Otherwise this is repetitive of GT&C.	ED	No - GT&C is not the funding document, the order is #28, please see instructions	N	
530	530						ED 9. Where is buyer's authority reported?	ED	Per the TT, Buyer's Authority is not necessary.	N	
531	531						ED 10. Has ED considered how this will impact the IAA directive?	ED	This is an excellent opportunity to work within your agency to help with the IAA directive and lead it to success.	N	
532	532						ED 11. Are all agencies (including Census and NSF) moving to this form?	ED	This form will be used Governmentwide by all agencies engaging in reimbursable activity	N	
533	533						ED 12. Will this new form be required of all agencies?	ED	This form will be used Governmentwide by all agencies engaging in reimbursable activity	N	
534	534						ED 13. When will it go into effect?	ED	Those Trading Partners using a paper form - October 1, 2010. An adobe interactive fillable form will be provided	N	
535	535						ED 14. The BS-008 currently covers these questions in two pages, with a SOW as an attachment. This document is very long to be required for every interagency agreement. Within the National Center for Education Statistics, we complete approximately 25 IAAs per year, with over 10 different preparers. This is not strictly a CFO and budget office function.	ED	This form was developed to be flexible for all agencies to use and promotes communication and standardization for reimbursable activity across the government between the budget, finance, program and acquisition communities within and between agencies. We look forward to your taking a leadership role in helping to promote this communication.	N	
536	536						HHS-HRSA 1. GT&C Section 4. I am not sure why there is a Cancellation option for IAAs? There should be an option for Renewals. Most of HRSA choices are New, Renewal, or Modification.	HHS	Cancellation communicates if theGT&C has been cancelled. Aencies will use Modification for a renewal and ONLY complete the section (ie Agreement Period) if that has changed.	N	
537	537						HHS-HRSA 2. Order Requirements and Funding Information Section22. I am not sure why there is Modification on this section and Amendment on the GT&C section. This should be consistent on both sections. There should be a choice for Renewal for HRSA?	HHS	A GT& C is amended and Order is modified - the terminology supports the OFPP document	N	
538	538						HHS-HRSA 3. 23. Performance Period - is this the same as Agreement Period on the GT&C section. These titles should be consistent on each section.	HHS	Please see the instructions	N	

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	539						HHS-HRSA 4. The overall form is very convoluted for HRSA as we do not do a lot of assisted acquisitions. We do approximately 1% per year. This form is geared more towards that and does not reflect our business process. I also do not understand why there is two sections - Part A & B?	HHS	The IAA is the governmentwide standard for reimbursable agreements, which assisted acquisitions are part of. FMS/OMB are available to work with HRSA on their IAA implementation. Please contact us	N	
539	540						Recommends shortening the forms in consideration of the green and glean procedures and paperwork. For example, we are going from a 1-2 page IAA to a six page IAA plus a six page GT&C. The instructions add additional 4 – 6 pages to each form. Recommend the instructions be contained in a separate document that does not require printing each time you print the IAA. Also, if the optional items could be added or deleted as necessary for each IAA, it would save a lot of paper.	DOI	Instructions will be separated from from the form.	Y	
540	541						Include Project Code and Program Code to support transparency - recovery.gov, spending.gov, etc	FMS/OMB	5.25.10 - update instructions for Project Title only Use TFM to do updates to form	Y	
541	542	General Concerns					The draft form presents a skewed view of the relationship between a Requesting Agency and a Serving Agency. It focuses primarily on individual acquisition actions while relegating the larger business relationships to an afterthought. It connotes an impersonal, single-transaction point of view while discounting the multiyear partnerships that form between two Agencies as they enter into assisted acquisition arrangements	GSA-AAS	Thank you	N	
542	543	General Concerns					It also appears overly prescriptive and bureaucratic. In an environment where we should be seeking solutions that serve to streamline acquisitions, this draft would create a new set of complicated and confusing data gathering requirements that would lengthen the acquisition timeline. The form seems to overlook the needs of the acquisition community amid myriad financial codes and figures. GSA would be at the forefront of the implementation of this document, and it's likely that many Agencies will experience this for the first time when GSA brings it to them and asks them to fill it out. It is important to our assisted acquisition client relationships that the establishment of Interagency Agreement is a cooperative experience that guides the partnership, with an appropriate and balanced amount of up-front information to govern the relationship. The draft seems to tip to the other side of the scale.	GSA-AAS	The IAA is a communication tool to include data needs from acquisition, budget, finance and programs. We hope you will take this opportunity to lead the communication effort between these populations at your agency to ensure complete IAAs.	N	
543	544	General Concerns					The overall document appears to have the misconception that the Requesting Agency has a lot of the experience and expertise in initiating and completing the initial IA draft. This scenario is not the case. In most cases, the Servicing Agency completes the IA based on discussions with the Requesting Agency and the Requesting Agency reviews and makes revisions/comments. In reality the Requesting Agency commonly relies on the Servicing Agency to educate them regarding Interagency Acquisitions and associated documentation	GSA-AAS	The IAA is a communication tool to be negotiated between both trading partners. Both Trading partners can agree to allow the servicing agency to complete the information that they understand best. The Requesting Agency's signature will approve the information.	N	
544	545	General Concerns					Adoption of a transformation of this magnitude is a long-term change management process. OMB released the original memorandum on June 6, 2008, and it is only recently that the GSA assisted acquisition services program believes that it has become an integral and established part of our process. The previous version has just recently implemented the guidance in full requiring significant education, guidance and management control. We feel it would be much more efficient, from an adoption standpoint, to start with the already familiar structure of Parts A and B of the 2008 memo, and graft new data requirements onto it. Overall, the new format is a step back and more confusing than the previous version. The previous version was clearer to understand and the associated documentation explained the process and requirements much better.	GSA-AAS	The OFPP Part A/B were incorporated into the development of the IAA. We also worked with GSA's assisted acquisition team .	N	
545	546	General Concerns					The form seems to be designed to capture every possible type of financial and acquisition scenario, increasing its scale and complexity. It is confusing. There are too many blanks, and it's difficult to determine which fields should be filled-in and which should be left blank for assisted acquisitions, or whether there would be flexibility to modify the form for specific uses	GSA-AAS	The IAA is the governmentwide standard for reimbursable agreements, which assisted acquisitions are part of. FMS/OMB are available to work with GSA on their IAA implementation. Please contact us	N	
546	547	General Concerns					While the form references the 2008 memo, it is not clear to what extent the form embraces, modifies or replaces the memo. Confusion will naturally result when the new form is issued separately from and in isolation from what was issued in 2008. How viewed as an enhancement? If additional fields are required, they could be added to the current format. The instructions for the GT&C document states, "This standard form is the beginning of a paradigm shift in how the U.S. Government does reimbursable business. It facilitates communication between the Buyer/Requesting Agency and Seller/Servicing Agency and enables them to agree on the terms of the transaction before business begins". This statement is accurate. At a minimum, the paradigm shift began at least 2 years ago with the June 6, 2008, OFPP policy memorandum and the previous versions of the Part A & B IAs.	GSA-AAS	The OFPP form is under construction for consistency with the IAA - email sent to OFPP and OFFM (OMB) 5.20.2010	N	
547	548	General Concerns					The transmittal message specifies that "Once the final IAA is issued, agencies would be required to use the new IAA form." We would recommend, for the sake of our clients and our internal workforce that at the very least it be required on a going-forward basis . Applying this retroactively to the hundreds of existing agreements based on the 2008 memo would cause undue confusion and disrupt long-standing client relationships	GSA-AAS		I	
548	549	General Comments on Draft					Recommend the acronym IA instead of IAA. There are two words here – Interagency and Agreement – hence the acronym would be IA. An amendment to this agreement would be an Interagency Agreement Amendment or IAA.	GSA-AAS	Thank you	N	
549	550	General Comments on Draft					The document flips between using the terms Buyer and Seller, Requesting Agency and Servicing Agency, and combinations of the two. For clarity, it would be useful if one set of terms was selected and used consistently throughout the document. Requesting Agency and Servicing Agency are familiar terms used in previous guidance, and therefore we recommend retaining those terms. Buyer and Seller are too transactional and are terms more associated with the relationship between the Government and a contractor.	GSA-AAS	Changing to Requesting and Servicing Agency	Y	
550											

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551	551	General Comments on Draft					In the draft, the Buyer generates the IAA Number and the "Seller Tracking" number is an optional field. All GSA assisted acquisition support systems use a unique identification number generated by GSA as a key field. The form is currently envisioned as being generated by the Requesting Agency (buyer) but it should reflect the reality and equality of the relationship by making both numbers mandatory. In addition, historically the Servicing Agency assigns the IA numbers, not the Requesting Agency. The Requesting Agencies are typically less sophisticated in their procedures and rely on the Servicing Agency to assign the IA numbers. Having the Requesting Agency assign the IA number is likely to cause confusion. The "GT&C" section of the numbering system is not explained. How is this number generated? Is it sequential beginning at 00000001? Is it based on an agency code followed by some sequential numbering? Based on this lack of instruction, it appears possible that a Servicing Agency could have multiple IA's from different Requesting Agencies with	GSA-AAS	Change to agreed upon by Req Agency and Servicing Agency.	Y	
552	552	General Comments on Draft					The terms Part A and Part B were dropped in the new version, replaced by "General Terms and Conditions (GT&C)" and "Order Requirements and Funding Information". There isn't a problem with the longer titles on the Form; however, Part A and Part B are good and simple identifiers that everyone appears to understand. This is an unnecessary change.	GSA-AAS	Terms to remain	N	
553	553	General Comments on Draft					The format has lots of attachments instead of information embedded in the document itself. This could lead to problems or confusion if the documents are ever separated. If the multiple attachment format is retained, we recommend a common numbering scheme for the attachments so they can be easily found.	GSA-AAS	Recommend capturing as much in form. Attachments are allowed if necessary. Agencies can implement a numbering scheme to track attachments	N	
554	554	General Comments on Draft					The document parses out items for Assisted Acquisitions, but never defines Assisted Acquisition. Is this synonymous with Interagency Contracting?	GSA-AAS	5.25.10 - Interagency Contracting is not assisted acquisition. It is an interagency agreement. Will update instructions with definition for Assisted Acquisition in instructions. This comment speaks to general confusion about implementing from OFPP Part A and B to new IAA. Need good guidance from OMB, OFPM and OFPP.	Y	
555	555	General Comments on Draft					We're not clear what's intended for amendments and signatures. Field 22 instructions say complete only Field 22 and actual changes (which would most likely be in Field 28). Does the ENTIRE document need to be resubmitted for signatures (Lines 1-35)? Does any part of the document need to be submitted for signatures? Would an entirely new form be needed if the IAA is amended or cancelled? Could a memorandum for the record be used to append the form? Who (what level/title) would have the signatory authority to enter into an IAA?	GSA-AAS	for an Amendment (GT&C) or Modification (Order) agency will only fill in section that has changed.	N	
556	556	General Comments on Draft					Footer has September 30, 2009 - date needs to be updated.	GSA-AAS	Update Form Date	Y	
557	557	General Comments on Draft					Phone numbers should be for "commercial" phone numbers.	GSA-AAS	Will remain "Telephone" numbers	N	
558	558	GT&C					The acronym "GT&C" seems to be unnecessarily bureaucratic. Can something else be used?	GSA-AAS	No, GT&C will remain	N	
559	559	GT&C	3	3			Define Assisted Acquisition	GSA-AAS	Define Assisted Acquisition in instructions (see 554)	Y	
560	560	GT&C	5	4			We find statements such as "If amendment is checked, state what box(es) has/have changed and how, and update the box(es)" confusing. Can it be deleted or clarified?	GSA-AAS	Clarify directions	Y	
561	561	GT&C	5	5			Define "Agreement Period." Why would this be an optional field if the transaction is an assisted acquisition? Also, if needed at this juncture of a GSA-customer relationship, the agreement period would only be a rough estimate in many cases.	GSA-AAS	this will be required for all reimbursable agreements	N	
562	562	GT&C	5-6	6			What is the difference between a Single Order IAA and a Multiple Order IAA? If the GT&C section could be used by many people it seems like it would always be a multiple order. What value does this field provide?	GSA-AAS	See instructions GT&C #6	N	
563	563	GT&C	1 and 6	7			Advance payments are generally not an accepted practice. We recommend eliminating any references to advanced payments.	GSA-AAS	Check No if Advances are not allowed	N	
564	564	GT&C	1, 4 and 6	8			If the GT&C section is primarily terms and conditions and can be used to support multiple organizations and potentially multiple procurements, why would there be an Estimated Agreement Amount here? This information is specific to individual orders. Especially on a Multiple Order IA, this information is likely not known since you may not know what orders you are going to place against the Multiple Order IA two/three or five years from now. If you complete this section and it turns out to be incorrect are you going to have to do an amendment to correct it? If we examine the client relationship in light of the IAA, the Requesting Agency may not even have all of the requirements known at the time of the document's execution. It would be an estimate of an unknown. Is this intended to be a ceiling amount? If an estimate is required, however, why would it not be applicable for assisted acquisitions?	GSA-AAS	Optional for Assist Acquisitions;	N	
565	565	GT&C	1 and 6				Under a Multiple Order IA where you are going to have a different fee structure for each order this section appears to be impractical since it appears to want you to assign one fee to all orders. The definitions for Direct Cost and Overhead Fees and Charges could be clearer and more plainly stated. Direct Costs - is this the price we pay to the contractor. Overhead Fees and Charges - is this the fee that the requesting agency is paying the servicing agency?	GSA-AAS	Optional for Assist Acquisitions; adding explanation for fees for Assist Acquisitions in Order	Y	
566	566	GT&C	1	9			The statutory/regulatory authority for entering into the IAA should be delineated on the MIPR or RWA. Listing three specific funds on the draft IAA, then including the block "Other Fund" will only cause more confusion.	GSA-AAS	Other Fund changing to Other Authority	Y	

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2	567	GT&C	2	10		Scope is usually drafted by the Servicing Agency not the Requesting Agency. What level of granularity is required for "Buyer's Scope"? Will it suffice to provide a reference to a proposed bill of material or statement of work?	GSA-AAS	Instructions updated to capture SOW	Y	
567	568	GT&C	2 and 6	11		There is a lack of specificity in the definition of "Limitations." Are we to infer this field is to reference any unique requirements of regulations from the Requesting agency	GSA-AAS	Changing title and instructions	Y	
568	569	GT&C	2	12		Reword the field as it relates to the small business credit "clause." At present, there is no method to "allocate" (e.g., apportion) small business credit – it should all be credited to the Requesting agency in an assisted acquisition transaction. Furthermore, there may be an educative requirement to our clients to explain small business credit under FAR Part 19 and how this differs from how credit is provided under the Multiple Award Schedules (FAR Part 8).	GSA-AAS	Thank you	N	
569	570	GT&C	2	13		Define what is meant by "agencies' business" as specified in the last sentence.	GSA-AAS	wording being changed to OFPP A.12 and A.13	Y	
570	571	GT&C		14&15		What is meant here? Is it intended to list organizations authorized to request or provide assisted acquisitions solely as it pertains to this specific IAA, or something more broadly	GSA-AAS	5.25.10 - update instructions for just this agreement - not in general	Y	
571	572	GT&C	4	16		This strikes at the heart of one of our concerns. Here, a primary purpose of an IAA is reduced to a single attachment that could easily be separated from the main document. An IAA should be defining the roles and responsibilities of Requesting and Servicing agencies as part of its basic structure rather than diminishing it to an attachment	GSA-AAS	Updated to capture in IAA	Y	
572	573	GT&C		17 & 18		there is sufficient space, otherwise attach and reference attachment here? These sections are likely to cause confusion since it is unclear exactly what types of clauses we would be expected to include in these sections. Also, these sections would be better place in the Order Requirements (Part B) when we actually have a specific requirement and then can determine which clauses would be applicable.	GSA-AAS	Provided to capture general clauses for entire agreement - not just specific to orders	N	
573	574	GT&C	8	20		Need some language on the Signature block noting that it must be signed by someone authorized to enter into Interagency Agreements. Right now, that is buried in the instructions and it is important enough to be spelled out up front. The instructions for this field states, "The Agency Official is the highest level accepting authority or official designated by the agency to sign this agreement." What is meant by "highest level accepting authority"? Who would be authorized to enter into an IAA? Does this mean that the GSA Administrator must sign all IAs? Why not just state "The Agency Official is the official designated by the agency to sign this agreement." The form itself does not include any guidance regarding who can sign (must refer to instructions for guidance).	GSA-AAS	Add to form	Y	
574	575	GT&C	1-2,4-5			Assisted Acquisitions are required to have an annual review . This requirement needs to be made more visible on the form. Also, how is this review to be documented	GSA-AAS	5.25.10 - removing Assis Acquisition reference on GT& C and in instructions	Y	
575	576	GT&C	1,5	2		Seller Agreement number would need to be mandatory for GSA as all our systems are built on our unique IAA number.	GSA-AAS	Each Buyer should manage or agree on the IAA number until an automated Intragovernmental Solution is released	N	
576	577	GT&C		5		Includes closeout activity. Closeouts can take years depending on the complexity of a project. The information contained in the proposed IAA would be superseded by the FAR and agency operating policy.	GSA-AAS	thank you	N	
577	578	GT&C	6-May	6		Can a Single Order IAA be converted to a Multi Order IAA (via amendment, of course)? We can think of many cases where something simple has evolved into a more complex procurement	GSA-AAS	Yes, with an amendment	N	
578	579	GT&C	6	10		says Buyer enters scope of work to be performed by the Seller. The Buyer scope is what is important to acquisition assistance providers. The scope of work performed by the Seller rarely changes.	GSA-AAS	thank you	N	
579	580	GT&C	10	20		Says "This person must ensure that the scope of work is properly defined and fulfilled per the agreement". Whose scope is this referring to? There are two signature blocks here and the only scope is in Field 10 – Buyer's Scope. GSA usually has the Requesting Agency Scope as the buyers are always using us for procurement and project management support	GSA-AAS	All signatures support the scope that is captured in the GT&C	N	
580	581	Order				Instructions Section on Page 6 states, "Assisted Acquisitions – The Order Requirements and Funding Information Section serves as the funding document. It provides specific information to ensure that the Requesting Agency (Buyer) demonstrates a bona fide need and identifies the associated funds. This allows the Servicing Agency (Seller) to provide acquisition assistance and to conduct an interagency acquisition." We disagree that the Part B IA is the funding document. Each agency has their own funding document to transfer the funds. For example DoD transmits the funds via a DD Form 448 and we accept the Funds via a DD Form 448-2. This is required per DFARS 253.208. Other agencies have similar requirements and procedures and this OFPP memo is not going to change the method that Requesting Agencies transfer funds and the internal forms they use. The instructions in this draft document are only going to confuse users regarding what is the actual funding document. We have no problem with the statements, "It provides specific information to ensure that the Requesting Agency (Buyer) demonstrates a bona fide need and identifies the associated funds."	GSA-AAS		I	
581	582	Order		22		The box for Funding modifications is oddly placed and will get out of control quickly on some larger projects with multiple funding documents supporting various requirements under a number of task orders. Suggesting a row format with the From, By, To as column headings versus From, By, To rows and columns for funding a table that will spread out across the document. Why are we tracking funding modifications on the IA? The funds tracking can be done through the actual funding documents (DD Form 448 or other agency funding document) which would become attachments to the IA. It is not practical to keep a spreadsheet type format on the IA. We have numerous orders that are incrementally funded and over a 3-5 year period and we can receive several hundred funding documents and process over a hundred modifications. Attempting to track all funding modifications on the actual IA form is inefficient and ineffective. We have automated systems to track and manage funds, why create a manual spreadsheet on the IA? If some offices want to track funds on	GSA-AAS		I	
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583	583	Order		23		Why is Performance Period not applicable for Assisted Acquisition? This delimiter is very important to assisted acquisition providers.	GSA-AAS	Updating form to remove Assist Acquisition restriction - will apply to all	Y		
584	584	Order		24		Eliminate references to advance billing information as described previously.	GSA-AAS	Some agencies use advances - this form was created to be flexible for all agencies	N		
585	585	Order		25 & 27		Under Fields 25 and 27 ("Payment Method and Payment Terms") do these refer to GSA payment to the contractor or client reimbursement to GSA? Specifically, if these refer to client reimbursement to GSA and if the client is on IPAC, automatic withdrawal of client funds is within 24 hours of the billing period being issued. However, if the client is not on IPAC, reimbursement usually takes longer than 7 days and is subject to client internal disbursement cycles.	GSA-AAS	Client reimbursement to GSA. Form is flexible enough to negotiate how GSA bills and IPACs	N		
586	586	Order		26		Recommend eliminating Billing Frequency since this should be included in the SOW or in the conformed copy of the contract. In some cases this can only be an estimate. Our billings to the client are dependent on when the contractor invoices GSA. They are usually monthly, but some contractors invoice irregularly.	GSA-AAS	This field will remain. It encourages regular billing intervals between trading partners	N		
587	587	Order		28		In the current OMB IA Part B, Section B.12, we also collect Funding citation (Field of accounting), MIPR or Purchase Order Number, Appropriation Expiration Date, First FY available, FY of Funds, and Type of Funding (one year, multi-year, no year), Funding Agency Code (is this the same as Treasury Agency code in this document?), and Billing Office Address (although this information does appear in Field 34). All of this information is used in our system controls to effectively manage the requesting agency funding	GSA-AAS	All of these data elements are collected in the IAA or there is a place, such as additional accounting classification field, that will accommodate this information. FYI - the IAA will replace the MIPR	N		
588	588	Order				What is the intention? Does one infer that the client should/must already have prior knowledge of how its requirement should be contractually structured, and be able to assign specific funding to each CLIN, as an example?	GSA-AAS	Yes, before work starts	N		
589	589	Order				Suggest you put the Bona Fide Need and Description of Assisted Acquisition Service as separate line(s) BEFORE the funding specific information is provided. The Type of Contract Requirement and Project Milestones should also be with the Bona Fide Need and Description information. That way the stage is set for what is being requested and all funding information would be contiguous. Right now, the existing Field 28 has some funding information, then the Bona Fide need and Description, and then additional funding information related to funding expiration, dollar amounts, then contract requirement and project milestones, then unique restrictions. Having all funding related information together will make it easier to find, easier to maintain, and easier for data entry.	GSA-AAS	#28 to be updated	Y		
590	590	Order				What is meant by a Line (e.g., "Total Line Amount")? The Field of Accounting (fund citation)? Or something else? Where is the dollar Amount? Line Number needs better description/definition. Is it a CLIN, a Line of Accounting or something else? See concerns in #22 above if it is a LOA.	GSA-AAS	See instructions	N		
591	591	Order				Project Title/Description and other identifiers should be moved before funding information	GSA-AAS	#28 to be updated	Y		
592	592	Order				The section on Field Amount has a big OR in the middle followed by contract cost and fee information. What exactly is supposed to go here? Also, the majority of the time the amounts are estimates as actual amounts are not known until after contract award.	GSA-AAS	See Instructions	N		
593	593	Order				Are the Buyer Funding Expiration Date and Cancellation Date supposed to track this information for each Funding Citation? If so, do you know how long some of these IAs are going to be with hundreds or in some cases thousands of fund citations associated with a task. How is it effective to duplicate the information already on the actual funding document (DD Form 448 or other agency funding document) and transpose it onto the IA? Again, we do not track or manage our funds based on some manual spreadsheet on the IA. We (and the FSC) track and manage funds based on information in our electronic systems (ITSS, ITOMS, etc.).	GSA-AAS		I		
594	594	Order				Quantity, Unit Price, Unit of Measure, Total Line Amount – these fields are fine for a very simple acquisition but will be impractical for most complex commodity orders (with multiple items) or service requirements – performance based requirements where you do not know how the offeror is going to quote and multiple labor categories, etc. It is assumed that these fields would be estimates since the contract has not been awarded at the time the IA is signed. It appears that for Assisted Acquisitions, one would only have to complete Contract Cost, Servicing Fees, and Total Assisted Acquisition Costs and would not have to complete the Quantity, Unit Price, Unit of Measure, and Total Line Amount. Is this correct? Do non Assisted Acquisition arrangements also have this option?	GSA-AAS	Please see instructions, Assisted Aquis complete information below OR	N		
595	595	Order		29		Why include funding clauses, since those will be ascertained by a funding schedule, the statement of work, the contract award document and/or the Prompt Payment Act?	GSA-AAS	To provide flexibility to agencies that need funding clauses	N		
596	596	Order		32		The Contracting Officer may not be known at the time of the IAA is signed. Is it intended for the CO to be listed as a point of contact, or some other program official in the Servicing Agency	GSA-AAS	The Servicing agency will determine this	N		
597	597	Order		32 & 33		As noted previously, who has authority to sign the form?	GSA-AAS	Each agency will designate who will sign	N		
598	598					Update TAS/Data elements to CGAC structure		5.25.10 - not at this time, until financial systems ready	N		

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599	599						These comments represent DoD's preliminary comments and assume the use of the draft IAA for those transactions included in the scope originally envisioned (level one [between DOD and other federal agencies] reimbursable transactions currently using MIPR). Based on discussions with Treasury and OMB, DoD is compiling the DoD "inventory" of types of IGT transactions and our assessment of whether the proposed IAA can be used for those transactions. Further comments may result from this effort. We look forward to working with Treasury and OMB to come to agreement on the scope of DoD IGT transactions for which the proposed IAA will be implemented.	DoD	Comment period closed on April 20th. Any additional work will be around implementation of the IAA with agencies	I	
600	600						Implementation of the IAA even for level one reimbursable transactions only will require significant, consistent policy and process changes plus related training across all agencies. Within DOD, there are hundreds of organizations with thousands of employees (both financial and acquisition) who use the current MIPR form and will require training. Additionally, legacy and currently in development ERP systems will not provide automated support to the IAA process initially. The effort may have to be manual until system support is available. Modification of the legacy systems scheduled to be replaced by ERPs may not be cost effective. DoD believes a phased implementation of the proposed IAA will be required for the transaction types ultimately determined to be "in scope." We look forward to working with Treasury and OMB to develop a phased implementation approach for DoD. A phased implementation strategy would provide lessons learned opportunities to facilitate IAA success.	DoD		I	
601	601						The IAA should include a block to indicate whether the agreement is direct cite or reimbursable .	DoD	5.25.10 - Direct Cite is not a buy/sell transaction. It is the actual contract between gov agency and vendor. Not applicable on the IAA.	N	
602	602	Order	2	28	Order Line/Funding Information		Section should have a cumulative figure that sums all the line items on the (Order) funding document. For example if there are 5 line items for \$1,000 each there should be a cumulative total for the order would be \$5,000.	DoD	5.25.10 - Add total to Order for all sum of all lines	Y	
603	603	GT&C	4		instructions	This standard form is the beginning of a paradigm shift ...	1) Recommend changing sentence to: "This standard form is the beginning of a paradigm shift in how the U.S. Government does reimbursable business. It facilitates communication between the Buyer/Requesting Agency and Seller/Service Agency and enables them to agree on the terms of the transaction and the information that is required by the Financial Management community to reconcile the transaction before business begins." This guidance should not only include an agreement on the terms of the transaction as the terms may already be known by the buying and selling organization; however the required data elements are not always sent to the accounting/Financial Management (FM) organizations. 2) Acknowledgment that set data elements are required to be sent to FM at a specific time on both sides of the IGT is essential to balanced eliminations.	DoD	1) updating general instructions 2) internal operating procedures for agency. Recommend you taking this opportunity to provide leadership in the implementation of the IAA and correcting any practices.	Y	
604	604	Order	2	28	LINE: Number		Since the note indicates that there is no limit to the number of lines on an order (not sure if COTS packages will support this concept), it is unclear if box 28 is repeated however many times necessary to complete the entire order. Since Buyer funding information could potentially change from line to line, this box would appear to need to be repeated, and could make for a very large document given there is no limit. That amount of paper would seem to be contrary to the Paper Reduction Act. In fact, even without multiple lines, this proposal creates a 5 page document to replace the MIPR document within the Department of Defense that currently is only 2 pages.	DoD		I	
605	605	Order					Will the IAA form be standard or just another form option? Meaning, will this eliminate continued use of the various Service unique forms in addition to the DD448/DD448-2? If not, this does not appear to be an improvement or standardization?	DoD	The IAA will be the standard for reimbursable, grant and assisted acquisition transaction types governmentwide.	I	
606	606	GT&C					Similar to above, will the IAA GT&C be used to replace the current standard forms used today (MIPR/ISSA/MOA/MOU)?	DoD	MIPR - yes; MOU/MOA - sometimes working to define in the updated IG Business Rules	I	
607	607	Both					Form appears to be divided into two parts that are both required. Recommend they be combined into one so that duplicate parts can be eliminated. It will also prevent confusion since the Instructions for each part are currently numbered pages for each part. Once the IAA is smooth for signature, most people would not want the instruction pages included in the package and what is left would be oddly numbered and difficult to determine if a page is missing. Parts that are duplicated between the IAA Order Requirements + funding Section (ORFIS) and the General Terms + conditions (GT+C) are: a. Line 5 Agreement Period and Line 23 Performance Period; b. Page 4 of 8 and 6 of 12 are almost exactly the same; c. Page 4 of 8 states that "a copy of the GT+C Section must be kept with the orders it supports". Then why have two sections in 2 different forms with different page numbers if you have to keep them together? It is understood that there might be a legal different between the "agreement" and an "order" but it makes sense to at least keep the pages to be filled in all together.	DoD	Two sections will remain separate; instructions will be separated	Y	
608	608	Both			Instructions		Remove the Instructions from the numbered part and have them be a stand alone document so that ALL completed IAs will have the same number of pages, but might have extra attached documents to provide additional explanation as needed.	DoD	Ok	Y	
609	609	GT&C	1	Header	GT&C Number		There are no instruction anywhere on where the GT+C # comes from.	DoD	Update instructions with: Each Buyer should manage or agree on the IAA number until an automated Intragovernmental Solution is released	Y	
610	610	GT&C	1	1	Buyer		Add a Buyer Tracking Number Line, even if it is listed as optional so that each agency can use its own standardized numbering system to track all it's agreements if the desire.	DoD	Agency can use Additional Accounting Classification to capture this information	N	

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Comment #	IAA Section GT&C, Order, or General	Page #	Section Number	Section or Subsection Heading Reference	Excerpt from Document	Comment	Organization (Agency or Company)	Response	Update Paper Form Y or N	Change to Form	
611	611	GT&C	1	3	Assisted Acquisition Agreement	(If this is an Assisted Acquisition, also complete all asterisk "*" items)	Recommend replacing the word "items" at the end with "Lines" since that is how all the numbered boxes or blocks are referred to in the Instructions.	DoD	Agree	Y	
612	612	GT&C	1	4	Cancellation box		For the Cancellation box, recommend adding the instructions to fill in the End Date in block 5 with the desired or agreed upon date of cancellation of the agreement and require all cancellation packages to include an amendment for each and every order placed against this agreement to be attached with the End Date in Block 23 matching Block 5 (if not combined as per prior comment).	DoD	5.25.10 - Update to state if cancelled, state end date and MUST properly close out all Orders	N	
613	613	Both	1	GT&C Line 4/ Order Line 22	GT&C Action/ Order Action		Lines 4 and 22 references "updating the box(es)" but the instructions call them "Lines". Which is it? Be consistent throughout the document.	DoD	Lines - will change #4 and 22 form and instructions to Lines	Y	
614	614	GT&C	1	8	Estimated Agreement Amount		Recommend it be expanded to require the estimated amount for each FY covered by Line 5. Otherwise the finance technicians that process the payments will not know if the correct amount is paid each FY until the total is reached and the end date in Line 5 is years away. For multi-FY agreements, the total each FY is much more important than the overall total.	DoD	The funding information by FY is on the Order(s). This line on the GT&C is an estimate for the entire agreement	N	
615	615	GT&C	1	8	Estimated Agreement Amount		Recommend add a box to be checked and instruction added to indicate that a check here requires "An amendment is required if the actual amount of all orders against this IAA in any FY are more than % from the estimated amount for that FY."	DoD	5.26.10 - the form is flexible enough to capture this.	N	
616	616	GT&C	1	9	Seller's Authority		Recommend adding a Working Capital Fund box since this is the DoD equivalent of a Franchise and Revolving Fund.	DoD	5.26.10 - include box and update instructions for citation for WCF	Y	
617	617	GT&C	6	Instructions	Instructions for Line 9		Page 6 of 8 for Sellers Authority, the part for the Economy Act should be revised to read "the Buyer shall complete a Determination and Finding, keep it on file and provide a copy to the Seller when requested." DFARS + FAR requires a copy to be provided to the Seller when a contracting action is performed as part of providing the service to the buyer. (DFARS 217.504 and FAR 17.504)	DoD	Adding FAR 17.5 reference Original D&F wording to remain FAR 17.504 does not mandate that a copy of the D&F be provided; FAR 17.504(a) simply gives discretion to Seller to require a copy of the D&F to be furnished with the Order. Since the DFARS are specific to DOD, it would not be appropriate to incorporate their requirements into this form, which is intended for governmentwide use.	Y	
618	618	GT&C	7	Instructions	Instructions for Line 16		Page 7 of 8, Line 16, There is an * for this one, I believe that this should be required for all IAAs not just IAAs for AAs.	DoD	Roles and Responsibilities being updated	Y	
619	619	GT&C	7	Instructions	Instructions for Line 20		Page 7 of 8, Line 20, the top part says "review" by the date box at the bottom says Approval. Is this the approval of the agreement, or just the date the review was completed? Strongly recommend replacing the word "Approved" with "Review". OR, remove the "Review of Document" and replace with Approval of Agreement since the instructions for line 20 on page 7 of 8 seem to indicate that this line is where each party approves the agreement. If so, recommend changing the title of line 20 to "Agency Approving Official".	DoD	Due to the confusion around the annual review of the IAA, will move this information to the General instructions.	Y	
620	620	Order	1	23	Performance Period		Clarification or Designation is needed if this is a Contractual Period of Performance (PoP) or PoP for funding availability. Also regarding PoPs, Line 23 has start and end dates which would be needed to help establish an accrual schedule based on anticipated delivery dates. How would a multiple step delivery be accommodated? For example, delivery of equipment and associated maintenance. Would two separate order requirements be completed? Or would there be a way to set up two different periods of performance to help the operational accounting teams establish appropriate accrual schedules?	DoD	Per discussion 5.25.10 - PoP is not for funding availability. PoP is for goods/services deliverables. If PoP is different for multiple step delivery, then an Order would need to be filled out for each	I	
621	621	Order	4	32	Program Official		Line 32, titles used in the blocks are confusing, it is unclear who is intended to sign.	DoD	Each agency will designate who will sign	N	
622	622	Both					Some of the lines say to include something as an attachment. Strongly recommend adding a line that is titled "Attachments" which provides a formal list of attached documents or pages that are needed to support any of the lines. This is important because any attachments can include extremely valuable information and if not formally listed in the package, no one will know to look for any attached documents if they are not actually attached in the files and not listed in the IAA.	DoD	Individual sections that require attachments, ask the agency to list the attachments that are included.	I	
623	623						Does both the IAA GT+C and the IAA order constitute a completed "Interagency Agreement" or just the IAA GT+C section?	DoD	Yes - a complete IAA is 1 GT&C and at least 1 Order	N	
624	624						Establish procedures for creating agency-unique IAA number on both Sections; otherwise multiple agencies could assign duplicate numbers to their agreements.	DoD	Each Buyer should manage or agree on the IAA number until an automated Intragovernmental Solution is released	N	
625	625	GT&C	2	10	Buyer's Scope		Support agreements often involve actions from both the requesting and providing agency. There needs to be a section for each.	DoD	Updates to R&R	Y	
626	626	GT&C	2	10	Buyer's Scope		The instructions state to include language if this is a recurring agreement. To simplify, recommend placing a check box instead at bottom of block, such as: Recurring Agreement: Yes No	DoD	Add box and update instructions	Y	
627	627	Both			Instructions		For a number of the mandatory items, there are specific instructions for filling out the form for assisted acquisitions but not other IAAs. Suggest the instructions be clarified with direction for non-assisted acquisition IAAs.	DoD	Instructions will be clarified	Y	
628	628	Both					The terms "Buyer" and "Seller" don't work as well as "Receiver" and "Supplier" or use the terms Requesting Agency and Servicing Agency.	DoD	Updating form to Requesting Agency and Servicing Agency	Y	
629	629						Milestones - include	TT	5-25-10 - leave as is on #28	N	
630	630						Line 28 - Funding Office Code - do we need	TT	5.25.10 - remove Funding Office Code and Instructions	Y	
631	631										

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2	Comment #	IAA Section GT&C, Order, or General	Page #	Section Number	Section or Subsection Heading Reference	Excerpt from Document	Comment	Organization (Agency or Company)	Response	Update Paper Form Y or N	Change to Form
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