

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

6. RESPONSIBILITIES

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

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

6.2. The Member will:

- a. Be responsible for costs incurred as a participant in the FEDLINK program.
- b. Follow administrative policies and procedures set forth in FEDLINK customer guides and other FEDLINK instructions.
- c. Notify FEDLINK of any unique requirements or mission-specific restrictions applicable to this IAA and Annual Orders.
- d. Support the FEDLINK contracting officers and contracting officer representatives in the establishment and administration of contracts and orders issued in fulfillment of this IAA.
- e. For transfer pay services: properly order and verify receipt of goods and services for which FEDLINK makes payment; and, monitor usage of contracted services to be sure sufficient funds are available.
- f. For transfer pay services of a continuing nature, such as subscriptions to online databases and other publications, timely notify FEDLINK of the Member's intent to renew services and process subsequent Annual Orders in a timely fashion.
- g. For direct pay services, execute contract actions under FEDLINK contracts and agreements in accordance with applicable regulations. See FAR 16.505 on indefinite-delivery indefinite-quantity contracts and FAR 16.703 on basic ordering agreements.
- h. Evaluate the performance of contractors used to fill its orders.
- i. Assist the Library in pursuing, defending, or resolving terminations, protests, claims, disputes, and other administrative or judicial actions related to the Member's Annual Orders. The Member will pay all costs associated with such actions, provided, however, that the Member will not be responsible for costs arising from any FEDLINK error or negligence.

7. AMENDMENT

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

8. TERMINATION

This IAA may be terminated by either party upon giving at least 60 days written notice. At the Member's request, contracts issued in fulfillment of Annual Orders may be partially or wholly terminated for convenience or terminated for default in accordance with the FAR. Termination of the IAA will not result in the termination of contracts issued under the IAA unless specifically requested by the Member.

9. IAA DISPUTES

Any disputes between FEDLINK and the Member under this IAA will be submitted to the Program Officials identified below. Disputes not resolved within 180 days will be referred to the Authorized Agency Officials identified below. Disputes not resolved by Authorized Agency Officials within 180 days will be resolved consistent with the procedure established by Treasury Financial Manual Volume I, Part 2, Chapter 4700, Appendix 10, subsection 2.4.2.

10. APPROVAL

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

By signing the IAA, the Member's Authorized Agency Official certifies that the Member: accepts the terms of this IAA and has determined that acquiring services through FEDLINK is the best procurement approach (per FAR part 17.5).

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

	LIBRARY OF CONGRESS	MEMBER
AUTHORIZED AGENCY OFFICIAL		
Name	Blane Dessy	
Title	Acting, Executive Director, FEDLINK	
Phone (commercial only)	(202) 707-4800	
Fax (commercial only)	(202) 707-4999	
Email	fliccfo@loc.gov	
Address	FEDLINK Library of Congress 101 Independence Ave., S.E. Washington, D.C. 20540	
Signature		
Date		
PROGRAM OFFICIALS		
Name	Lennel Galloway	
Title	FEDLINK Business Manager	
Phone (commercial only)	(202) 707-4900	
Fax (commercial only)	(202) 707-4999	
Email	fliccfo@loc.gov	
Address	FEDLINK Library of Congress 101 Independence Ave., S.E. Washington, D.C. 20540	