



**DEPARTMENT OF THE AIR FORCE  
502D AIR BASE WING  
JOINT BASE SAN ANTONIO**



**INTERGOVERNMENTAL SUPPORT AGREEMENT  
BETWEEN  
502 CONTRACTING SQUADRON, JOINT BASE SAN ANTONIO  
AND  
THE ALAMO AREA COUNCIL OF GOVERNMENTS  
FOR INSTALLATION SUPPORT GOODS AND SERVICES**

**PURPOSE:**

The 502d Contracting Squadron (CONS) located at Joint Base San Antonio (JBSA) and the Alamo Area Council of Governments (AACOG) (together CONS and AACOG may be referred to herein as the "Parties") mutually agree upon an Intergovernmental Support Agreement (IGSA) for various goods and services for military installations located at JBSA including JBSA - Lackland, JBSA - Camp Bullis, JBSA Fort Sam Houston, JBSA Randolph, and other JBSA installations. This IGSA provides the authority, background, scope, minimum/maximum order amounts, and terms and conditions to implement this IGSA numbered IGSA 20190920.

**AUTHORITY:**

Title 10 U.S.C. Section 2679

**BACKGROUND:**

1. 10 U.S.C. Section 2679 (Attachment 1) authorizes Service Secretaries to enter into IGSA's on a sole source basis, with a State or local government to provide, receive, or share installation-support services if the Secretary concerned determines that the agreement will serve the best interests of the department by enhancing mission effectiveness or creating efficiencies or economies of scale, including by reducing costs. The Memorandum dated 24 Aug 2015 (Attachment 4) clarified the ability for the Air Force to use IGSA's. In a 30 January 2018 memorandum (Attachment 3), the Secretary of Air Force for Installations, Environment and Energy (SAF/IEI) further delegated this authority to Installation Commanders or Joint Base Commanders at Air Force led Joint Bases.
2. The notice of intent to enter into an IGSA to provide various goods and services has been submitted by AACOG on 10 May 2019 (Attachment 2).
3. In accordance with the Memorandum dated 30 January 2018 (Attachment 3) an IGSA is limited to having a total 10-Year Life Cycle Cost of less than \$15 Million per installation support services that would otherwise be spent using appropriated or non-appropriated funds.

### **SCOPE:**

The intent of this IGSA is for AACOG to provide various installation support goods and services to Joint Base San Antonio for a 10-year ordering period and up to \$15M. AACOG is a political subdivision of the State of Texas established in 1967 under Chapter 391 of the Local Government Code as a voluntary association of local governments and organizations that serves its members through planning, information, and coordination activities. AACOG serves the Alamo Area/State Planning Region 18, which covers 13 counties and 12,582 square miles. Comprising the area planning region are Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, McMullen, and Wilson counties.

### **CEILING MONITORING:**

1. Ceiling Monitoring: The ceiling will be jointly enforced and tracked by AACOG and 502 CONS. IGSA Ceiling Tracker (Attachment 5) will be jointly used to track monetary ceiling limit. 502 CONS will provide AACOG projected workload estimates for planning and budgetary purposes.
2. Contract Type: All orders will be issued as a firm fixed price contract.

### **TERMS AND CONDITIONS:**

1. Contract entered into pursuant to this IGSA will reflect the terms and conditions of a commercial contract subject to the Federal Acquisition Regulation (FAR) Part 12, Acquisition of Commercial Items. It is the goal of this IGSA to streamline and make more efficient and cost saving the procurement process. In an effort to lessen the administrative cost burden of performing the contract, JBSA waives the reporting requirements of the herein referenced FARs. In addition, construction terms and conditions will be required to be consistent with those listed in FAR part 36, Construction. The project execution will be a commercial order on the Standard Form 1449. The term contractor is defined as the entity performing the work under each individual order. The following commercial provisions and clauses and construction requirements apply to all executed orders:
  - a. 52.212-1, Instructions to Offerors
  - b. 52.212-2, Evaluation – Commercial Items
  - c. 52.212-3, Offeror Representations and Certifications
  - d. 52.212-4, Contract Terms and Conditions
  - e. 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items
  - f. Other Contracts: The Federal Government may undertake or award other contracts for additional work at or near the site of the work under an order. The Contractor shall fully cooperate with the other contractors and with Federal Government employees and shall carefully adapt scheduling and performing the work under an order to accommodate the additional work, heeding any direction

that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Federal Government employees.

2. Request for quote process: AACOG will receive Request for Quotes (RFQs) on the SF 1449. The RFQ should include definitive descriptions of the various goods and services to JB SA, quantities and include minimal commercial clauses. The Unit of Issue will vary based on the order. The period of performance will be enforced and outlined in the solicitation. Unless otherwise agreed to by the parties, AACOG has 30 calendar days to provide a quotation after receipt of the RFQ. 502 CONS may request a shorter response date or grant additional time to respond. A question-and-answer period is allowed. AACOG will submit any questions within ten business days after receipt of the RFQ. Certified funds shall be obtained prior to 502 CONS issuing a solicitation. Upon acceptance of AACOG's proposal submitted in response to the RFQ, 502 CONS will execute an order to AACOG and jointly agree upon a start date or delivery date. AACOG is not required to respond to an RFQ and, its sole discretion, will determine when to submit a response.
3. Under this IGSA, standing blanket purchase agreements may be executed for the provision of routine goods and services with requirements submitted per IGSA standard operating procedures.
4. Performance Work Statement (PWS)/Delivery dates: 502 CONS will provide AACOG with a PWS for service requirements or delivery instructions for commodity requirements as part of the RFQ.
5. Inspection and Acceptance: 502 CONS and/or the internal government customer are responsible for inspecting and accepting all work provided under this IGSA. Inspection or acceptance of the various goods or services and conducted by 502 CONS and/or the end user.
6. Quality Assurance: AACOG is responsible for the quality assurance of the goods or services provided during performance. The internal government customer will provide periodic oversight, but is not responsible for quality assurance during performance. AACOG will have routine inspection, quantity measurement, laboratory inspection as required and project management oversight. The quality assurance shall be at a standard similar to AACOG's own standard of quality. Should a dispute arise as to the acceptability of the services performed or whether conforming goods were delivered, AACOG will follow the applicable dispute resolution process established in the FAR.
7. Insurance: AACOG is not required to provide insurance documentation to 502 CONS. Contractors performing for AACOG are required to provide insurance documentation IAW the following requirements:
  - a. Employer's liability coverage of at least \$100,000 shall be required.
  - b. General liability requires bodily injury liability insurance coverage written on

- the comprehensive form of policy of at least \$500,000 per occurrence.
- c. Automobile liability policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
  - d. 52.228-5, Insurance
8. **Payment Procedures:** Invoices shall be submitted using Wide Area Workflow. Payment will be made after acceptance of the various goods or services. AACOG shall follow the billing instructions below:
    - a. DFARS 252.204-7006, Billing Instructions
    - b. DFARS 252.232-7006, Wide Area Workflow Payment Instructions
  9. **Wages:** IAW 10 U.S.C. 2679, the IGSA may use for installation support services provided by a State or local government, wage grades normally paid by that State or local government. All work performed under this IGSA shall be paid in compliance with State and local minimal wages for labor classification.
  10. **Small Business:** AACOG's small business policy will apply for the IGSA. Federal small business initiatives shall not apply, but AACOG shall competitively acquire the various goods and services utilizing AACOG's small business goals when AACOG determines small businesses will be used.
  11. **Price Fair and Reasonable:** The prices quoted by AACOG are considered fair and reasonable based on competitive quotes at the state and local government contract level. AACOG shall comply with the requirements of 10 U.S.C. 2679 and compete and award all various goods and services requirements utilizing AACOG's applicable small business policy and goals. Where possible, AACOG will leverage economies of scale to provide a price fair and reasonable to the government.
  12. **Other:** The following provisions and clauses apply to the IGSA and all orders:
    - a. 52.204-7, System for Award Management
    - b. 52.204-9, Personal Identity Verification of Contractor Personnel
    - c. 52.204-13, System for Award Management Maintenance
    - d. AFFARS 5352.201-9101, Ombudsman
    - e. AFFARS 5352.242-9000, Contractor Access

## **ATTACHMENTS**

1. 10 U.S.C. 2679

4 Pages

30 April 2018

2. IGSA Checklist	8 Pages	10 May 2019
3. SAF/IEI Memorandum	2 Pages	30 January 2018
4. SAF/AQC Memorandum	2 Pages	24 August 2015
5. IGSA Ceiling Tracker	1 Page	1 September 2018

**TERMINATION**

This agreement may be terminated at any time, with or without cause, upon thirty (30) days written notice to the other party provided that all then existing contracts awarded to AACOG will be performed according to their terms unless terminated according to the termination provisions therein.

**CONCLUSION**

This IGSA is hereby agreed upon by the Alamo Area Council of Governments and the 502d Contracting Squadron. This agreement to enter into an IGSA is the most advantageous method to provide various goods and services work requirements at Joint Base San Antonio including JBSA - Lackland, JBSA - Camp Bullis, JBSA - Fort Sam Houston, and JBSA Randolph AFB. The agreement shall not surpass ten years from the date signed below with a maximum ceiling of \$15M. The Alamo Area Council of Governments provides economies of scale that will provide a fair and reasonable price for JBSA.



DIANE RATH  
Executive Director, AACOG



JOSEPH A. PREUSSER  
Contracting Officer