

MEMORANDUM OF AGREEMENT

BETWEEN

THE U.S. ARMY CORPS OF ENGINEERS

AND

THE GENERAL SERVICES ADMINISTRATION

ARTICLE I - PURPOSE AND AUTHORITY

This Memorandum of Agreement ("MOA") is entered into by and between the General Services Administration ("GSA") and the U.S. Army Corps of Engineers ("USACE") ("the parties") for the purpose of establishing a mutual framework governing the respective responsibilities of the parties for the provision of GSA customer survey services. This MOA is entered into pursuant to the Economy in Government Act (31 U.S.C. § 1535) ("Economy Act").

ARTICLE II - BACKGROUND

Executive Order 12862, Setting Customer Service Standards (September 11, 1993), established a framework for surveying Federal customers to determine the kind and quality of services they want and their level of satisfaction with existing services; benchmarking customer service standards against the best in business; and providing the means to address customer complaints. On January 14, 1999, Vice President Gore announced the first ever government-wide Customer Satisfaction Survey to assess the progress made so far in establishing and implementing over 4,000 customer service standards.

The first phase of the survey, building on agencies' efforts to implement EO 12862, was completed during Fiscal Year ("FY") 2000 and measured how Executive Branch efforts covering thirty high-impact programs compared with best in business achievements within private sector firms. The second phase of the survey will be completed during FY 2001.

GSA has been designated as the Executive Agent for this initiative.

ARTICLE III - SCOPE

Goods and services which GSA may provide under this MOA include contracting, project management, and logistical and other support for customer survey efforts. GSA will work with USACE to develop a statement of work ("SOW") covering a range of survey measurement tools and services which are required to produce a comparable baseline of customer satisfaction indices.

Nothing in this MOA shall be construed to require USACE to use GSA or to require GSA to provide any goods or services to USACE, except as may be set forth in Support Agreements ("SA(s)").

ARTICLE IV - INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between GSA and USACE, each party agrees to appoint a Principal Representative to serve as its central point of contact on matters relating to this MOA. Additional representatives may also be appointed to serve as points of contact on SAs.

Principle Contacts are:

GSA
Rhudy Tennant
Office of Government-wide Policy (M)
General Services Administration
1800 F St, NW
Washington, DC 2040
(202) 273-3563

USACE
Charles M. Hess
Chief, Operations Division, Civil Works
U.S. Army Corps of Engineers
CECW-O
20 Massachusetts Ave, NW
Washington, DC 20314-1000
(202) 761-0196

ARTICLE V - SUPPORT AGREEMENTS

In response to requests from USACE for GSA assistance under this MOA, GSA and USACE shall conclude mutually agreed upon written SAs. SAs must include:

- a detailed scope of work statement;
- schedules;
- funding arrangements i.e., that payment shall be in advance;
- the amount of funds required and available to accomplish the scope of work as stated above;
- USACE's funds citation and the date upon which the cited funds expire for obligation purposes;
- identification of individual project managers;
- types and frequencies of reports;
- procedures for amending or modifying the SA; and
- such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested goods and services.

Goods or services shall be provided under this MOA only after an appropriate SA has been signed by a representative of each party authorized to execute that SA. Upon signature by each party's representative, a SA shall constitute a valid Economy Act order. In the case of conflict between this MOA and a SA, this MOA shall control.

ARTICLE VI - RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of GSA

GSA shall provide USACE with goods or services in accordance with the purpose, terms, and conditions of this MOA and with specific requirements set forth in SAs and implementing arrangements.

GSA shall identify authorized GSA representatives to sign SAs.

GSA shall use its best efforts to provide goods or services either by contract or by in-house effort.

GSA shall provide detailed periodic progress, financial, and other reports to USACE as agreed to in the SA. Financial reports shall include information on all funds received, obligated and expended, and on forecast obligations and expenditures.

GSA shall inform USACE of all contracts entered into under each SA.

B. Responsibilities of USACE

USACE shall certify, prior to the execution of each SA under this MOA, that the SA complies with the requirements of the Economy Act.

USACE shall pay all costs associated with GSA's provision of goods or services under this MOA and shall certify, at the time of signature of a SA, the availability of funds necessary to accomplish that SA.

USACE shall ensure that only authorized USACE contracting officers sign SAs.

USACE shall develop draft SAs to include scope of work statements.

ARTICLE VII – FUNDING

USACE shall pay all costs associated with the GSA's provision of goods or services under this MOA. Generally, USACE will reimburse GSA for each measured customer segment at the rate of \$30,000 per segment. GSA shall bill USACE in advance and USACE shall provide the necessary funds in advance. Appropriated funds from USACE will be transferred through the On-Line Payment and Collection System ("OPAC") billing or Electronic Funds Transfer ("EFT"). GSA will prepare the billing document. The OPAC billing document which GSA will prepare shall contain the following information provided by USACE:

Agency Location Code: 0000-8736

Dollar Amount: as determined by each SA

Frequency of Billing: as determined by each SA

Agency Contact, Phone No. and e-mail address: as determined by each SA

GSA will establish a fiscal year sub-account in the reimbursable account of the Annual Policy and Operations appropriation where the income collected from this billing will be deposited. A detailed list of charges incurred will be made available upon request. Any unexpended funds will be returned to USACE upon conclusion of each SA. Should USACE withdraw from this agreement, appropriate unused funds at the end of the term will be refunded to USACE.

Nothing herein shall be considered as obligating the agencies to expend or as involving the United States in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this instrument and modifications thereto.

The estimated total cost to USACE shall be shown in the SA for each fiscal year. If GSA forecasts its actual costs under a SA to exceed the amount of funds available under that SA, it shall promptly notify USACE of the amount of additional funds necessary to complete the work under that SA. USACE shall either provide the additional funds to GSA, or require that the scope of work be limited to that which can be paid for by then-available funds, or direct termination of the work under that SA.

Within 90 days of completing the work under a SA, GSA shall conduct an accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, the GSA shall return to USACE any funds advanced in excess of the actual costs as then known, or USACE shall provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit USACE's duty in accordance with Article X to pay for any costs, such as contract claims or other liability, which may become known after the final accounting.

ARTICLE VIII – APPLICABLE LAWS

This MOA and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all contract work undertaken by the GSA shall be governed by GSA policies and procedures.

ARTICLE IX – CONTRACT CLAIMS AND DISPUTES

All claims and disputes by contractors arising under or relating to contracts awarded by the GSA shall be resolved in accordance with Federal law and the terms of the individual contract. The GSA shall have dispute resolution authority for these claims. Any contracting officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. §§ 601-613).

GSA shall be responsible for handling all litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. GSA shall

notify USACE of any such litigation and afford USACE an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiations.

ARTICLE X – DISPUTE RESOLUTION

The parties agree that, in the event of a dispute between the parties, USACE and GSA shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail to resolve the dispute, they shall refer it for resolution to the Office of Management and Budget (or such other entity as may be appropriate).

ARTICLE XI – RESPONSIBILITY FOR COSTS

If liability of any kind is imposed on the United States relating to GSA's provision of goods or services under this MOA, GSA will accept accountability for its actions, but USACE shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability, and all related costs.

ARTICLE XII – PUBLIC INFORMATION

Justification and explanation of USACE's program before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of USACE. GSA may provide, upon request, any assistance necessary to support USACE's justification or explanations of USACE's programs conducted under this MOA. In general, USACE is responsible for all public information relating to USACE programs conducted under this MOA. GSA may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. USACE or GSA shall make its best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to SAs under this MOA.

ARTICLE XIII – MISCELLANEOUS

A. Other Relationships or Obligations

This MOA shall not affect any pre-existing or independent relationships or obligations between USACE and GSA.

B. Survival

The provisions of this MOA which require performance after the expiration or termination of this MOA shall remain in force notwithstanding the expiration or termination of this MOA.

C. Severability

If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

ARTICLE XIV – AMENDMENT, MODIFICATION AND TERMINATION

This MOA may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this MOA by providing written notice to the other party. The termination shall be effective upon the sixtieth calendar day following notice, unless a later date is set forth. In the event of termination, USACE shall continue to be responsible for all costs incurred by the GSA under this MOA and for the costs of closing out or transferring any on-going contracts.

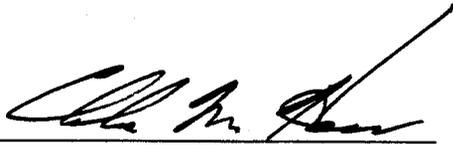
ARTICLE XV - EFFECTIVE DATE

This MOA shall become effective when signed by both USACE and GSA.

The undersigned agree to the terms and conditions of this MOA.

U.S. Army Corps of Engineers

General Services Administration

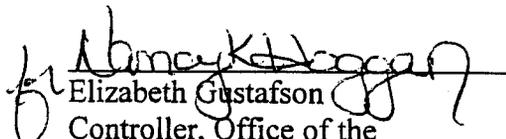


Charles M. Hess
Chief, Operations Division, Civil Works
U.S. Army Corps of Engineers
20 Massachusetts Ave, NW
Washington, DC 20314-1000

G. Martin Wagner
Associate Administrator
General Services Administration
1800 F St, NW
Washington, DC 20405

Date: 3 AUGUST 2000

Date: 8/8/00



Elizabeth Gustafson
Controller, Office of the
Chief Financial Officer (BE)
General Services Administration
1800 F St, NW
Washington, DC 20405

Date: 8-9-00