

MEMORANDUM OF AGREEMENT

Between

U.S. Department of the Treasury

Bureau of Engraving and Printing

and

The Department of the Army

I. Purpose: The purpose of this Memorandum of Agreement (MOA) is to establish the relationships, arrangements, and general procedures under which the Department of the Treasury, Bureau of Engraving and Printing (BEP) and the Department of the Army, Corps of Engineers (Corps) will operate in executing BEP assigned tasks.

II. Statutory Basis: This MOA is consistent with and is entered into under the following statutory authorities: Section 601 of the Economy Act of 1932, as amended (31 U.S.C. 1535) and 10 U.S.C. 3036(d).

III. Background: BEP is in the process of developing a currency printing facility in Fort Worth, Texas. This project will result in the first currency printing facility located outside of Washington, D.C. The City of Fort Worth has donated 100 acres of land and will be donating a building shell to be constructed to BEP's requirements on the property. Following the completion of the shell and the installation of utilities to the property, the Corps will provide design review, contracting and contract administration, and construction management support to BEP.

IV. General Scope: This work is envisioned to consist of review of plans, specifications, construction contract procurement, and contract administration for the new currency printing facility at Fort Worth, Texas. Upon the signing of this MOA, the Corps will assign its Fort Worth District the responsibility and authority to fulfill the subsequently assigned tasks.

V. Responsibilities:

A. BEP is responsible for:

1. Facility Design: BEP will provide all A&E drawings and specifications for those portions of the facility not otherwise provided by the City of Fort Worth for each specific task assigned.

2. Providing Funds: BEP will provide the necessary funds to be accomplished the assigned tasks and pay administrative costs for work to be performed by the Corps.

3. Program Management: BEP will be responsible for project design activities, including coordinating design interface with the building shell construction and utilities installation being performed by the City of Fort Worth. BEP will provide priorities, necessary completion dates, necessary approval and acceptance of installed equipment and products as well as acceptance of the facility and products upon completion. BEP retains total responsibility for design, management, quality assurance inspection and final acceptance of the work being performed by the City of Fort Worth on the building shell and installation of utilities.

VIII. Reports and Documentation: Design and construction management data are to be reported periodically. Where practical, the "Automated Military Progress Reporting System" (AMPRS) will be used to provide management data simultaneously to Corps Division Commanders and the Headquarters, Army Corps of Engineers as well as to BEP. Periodic narrative reports will be initiated at the field operating activity level to keep management informed of project status. Quarterly financial reports will be submitted to BEP by the Fort Worth District, and shall include both obligational and accrued expenditure data, as may be requested by BEP. The frequency and type of reporting required will be detailed in each construction task.

VII. Procurement Policy: Work assigned to the Corps shall be performed in accordance with the Federal Acquisition Regulation (FAR) as implemented by the Department of Defense Supplement to the FAR and the Armed Services Board of Contract Appeals (ASBCA) and procedures descending from these regulations. The Board of Contract Appeals will be used as the forum for resolving contract disputes under Corps awarded contracts.

2. Any transferred funds remaining upon completion or termination of the assigned tasks shall be promptly reimbursed by the Corps to BEP.

1. BEP shall transfer the necessary funds to cover Corps costs associated with the Corps performance of assigned tasks. Funding transfers will be accomplished by SF 1080, Voucher for Transfers Between Appropriations and/or Funds, pursuant to the Treasury Fiscal Requirements Manual, Vol I, Sec 2550, and OMB Circular A-34, Para. 81.2(b).

VI. Funding:

4. Legal. Claims resulting from Contracting Officer decisions will be presented to the Armed Services Board of Contract Appeals (ASBCA) for resolution.

3. Construction Management: The Corps will provide supervision and administration of the construction contract in conjunction with designated BEP engineering personnel to ensure progress and quality assurance.

2. Contracting and Contract Administration: The Corps will advertise and award all specified contracts for BEP's portion of the facility's construction and serve as a contracting officer.

1. Design review: The Corps will review A&E drawings, specifications, and basis of design provided by BEP for bidability, constructability, and conformance with applicable Architectural and Engineering codes and standards.

B. The Corps is responsible for:

4. Construction Management: BEP will provide designated engineering personnel to assist the Corps in construction management. Specific information relative to this item will be detailed for each construction task assigned to the Corps.

IX. Public Information:

A. Justification and defense of the BFP program before Congress and the Executive Branch of Government, and coordination with State Governments (EO 12372) shall be the responsibility of BFP.

B. Public Affairs activities shall be the responsibility of BFP.

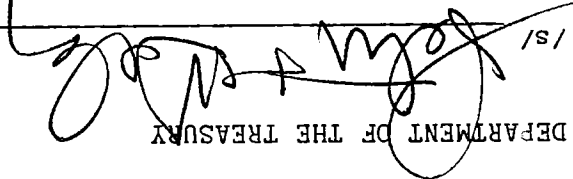
C. The Corps may provide information to BFP to support contacts with Congress, the Executive Branch, and private citizens, but will in no way have direct contact or responsibility for such contacts.

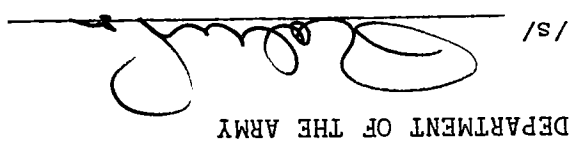
D. The Corps will make public announcements and respond to all inquiries received relating to the normal procurement and contract administration process.

X. Amendments and Termination: This MOA may be modified or amended by written agreement between the BFP and the Corps. It may be terminated by mutual written agreement or by either party giving 30 days written notice to the other. In the event of termination, the BFP shall be responsible for the costs of closing out ongoing contracts, and the costs for demobilization of personnel and facilities fully dedicated to the BFP programs. The Corps shall retain contract administration responsibilities for contracts awarded by the Corps until such contracts have been financially closed out.

XI. Effective Date: This MOA shall be effective upon signature by the principal BFP and Corps officials. It shall remain in effect indefinitely; however, upon the request of either party, usually not more often than annually, both parties shall review this MOA to assure that it continues to reflect the appropriate understandings and procedures to recognize and provide for current needs and capabilities.

XII. Actual Work Description: After the signing of this MOA and before any work is performed, the Corps and the BFP shall agree, in writing, to the exact scope of the assigned tasks.

DEPARTMENT OF THE TREASURY  
/s/   
BY: Peter H. Daly  
TITLE: Acting Director, Bureau of Engraving and Printing  
DATE: June 2, 1988

DEPARTMENT OF THE ARMY  
/s/   
BY: Robert W. Page  
TITLE: Asst. Secy (Civil Works)  
DATE: 26 MAY 1988

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DEPARTMENT OF THE ARMY  
OFFICE OF THE ASSISTANT SECRETARY  
WASHINGTON, D.C. 20315



26 MAY 1988

Mr. Peter H. Daly  
Acting Director  
Bureau of Engraving and Printing  
Department of the Treasury  
Washington, D.C. 20228

Enclosed are two signed originals of a Memorandum of Agreement between the Department of the Army and the Department of the Treasury for the completion of their Engineers to assist Treasury in the completion of their currency printing facility in Fort Worth, Texas.

If you concur in the agreement, please countersign both documents and return one for our records.

Sincerely,

Signed

Robert W. Page  
Assistant Secretary of the Army  
(Civil Works)

Enclosure

CF: SASG  
CEGW-RC (COMBACK COPY)  
SACW (file, read, signer)  
Docu. No. 12 (63,42)  
MC/pre/27Apr88  
TASKER NO.

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MG HATCH/272-0118

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DEPARTMENT OF THE TREASURY  
BUREAU OF ENGRAVING AND PRINTING  
WASHINGTON, D.C. 20228



DIRECTOR

June 8, 1988

Major General Henry J. Hatch  
Director Civil Works  
U.S. Army Corps of Engineers  
20 Massachusetts Avenue, N. W.  
Washington, D.C. 20314

Dear General Hatch:

Enclosed is an Interagency Agreement which establishes the criteria by which the U.S. Army Corps of Engineers (Corps) and the Bureau of Engraving and Printing will work together to construct the Bureau's new western currency production facility in Fort Worth, Texas.

As you are aware, this new facility will be the first currency plant outside of the Washington, D.C. area, and will be highlighted for the many economic opportunities it will provide during and after its construction. It is for this reason that all actions taken with regard to the facility be capable of withstanding any scrutiny that may surface during these periods. As you proceed to provide the contracting support service outlined in the Agreement, please know that it is the policy of the U.S. Department of the Treasury to assure that Small Businesses and Small Disadvantaged Businesses are provided the maximum procurement opportunities to compete for and receive prime and subcontracts awarded as a result of this agreement, and that procurements shall be conducted in accordance with the CICA to the maximum possible extent.

I am looking forward to a successful project, and much appreciate your invaluable assistance.

Best Regards.

Peter H. Daly  
Acting Director

Sincerely,

Enclosure