



DEPARTMENT OF THE TREASURY  
WASHINGTON, D.C. 2022

**Acquisition  
Bulletin (AB)**

No. 02-17  
June 14, 2002

**MEMORANDUM FOR BUREAU CHIEF PROCUREMENT OFFICERS**

**FROM:** Corey M. Rindner, Director  
Office of the Procurement Executive

**SUBJECT:** GSBCA Memorandum of Understanding

The Department entered into a Memorandum of Understanding (MOU) with GSBCA in April 1982, to serve as the Secretary of the Treasury's authorized representative in hearing, considering and determining all appeals of decisions of contracting officers filed by contractors pursuant to Subpart 33.2 of the FAR. A copy of the MOU is attached for your information.

The Board provides personnel resources to conduct the hearings, as well as making arrangements for transcripts, hearing rooms, and incidental equipment and supplies. The work is provided on a reimbursable basis with the Board billing the bureau directly for its services. In the past we have had problems getting these bills paid, since bureau finance offices are often not aware of the MOU and therefore funds are not budgeted for this service. Charges for all the bureaus range from \$2K to \$20K per year.

To avoid this problem in the future, please enter into an interagency agreement with GSBCA directly effective November 17, 1997. GSBCA is located at 18<sup>th</sup> and F Streets, N. W., Room 7022, Washington, D.C. 20405. The contact person at the Board is James Johnson. He can be reached on (202) 501-4703.

PIM 98-01 is hereby canceled.

Attachment

MEMORANDUM OF UNDERSTANDING AND AGREEMENT  
BETWEEN  
GENERAL SERVICES ADMINISTRATION  
AND  
DEPARTMENT OF THE TREASURY

Pursuant to authority of the Contract Disputes Act of 1978, 41 U.S.C. 601-617 (Supp. III 1979) and section 601 of the Economy Act of 1932, as amended, 31 U.S.C. 686 (1976), the General Services Administration Board of Contract Appeals (GSBCA) and the Department of the Treasury hereby agree that the GSBCA shall serve as the agency board of contract appeals for the Department of Treasury and its bureaus in appeals involving contract disputes and appeals involving suspension and debarment actions pursuant to the Disputes clause of Treasury contracts, the Contract Disputes Act of 1978, and applicable debarment and suspension regulations. The GSBCA shall be the authorized representative of the Secretary of the Treasury as necessary for these purposes.

This agreement is made in accordance with the following terms and provisions:

1. Appeals in contract disputes filed with the GSBCA shall be taken from decisions made by cognizant contracting officers of Treasury bureaus and of the Office of the Secretary or pursuant to section 6 of the Contract Disputes Act of 1978, 41 U.S.C. 605 (Supp. III 1979). Appeals in debarment and suspension actions filed with the GSBCA shall be taken from decisions issued by the Assistant Secretary (Administration) or the Director, Office of Procurement.
2. The GSBCA shall provide necessary personnel resources (including personnel resources that shall make arrangements for the taking of transcripts when required), hearing rooms (wherever the Board may order a hearing) and incidental equipment and supplies directly related to its service as the agency board of contract appeals for the Department of Treasury.
3. It is agreed that the GSBCA shall serve as the agency board of contract appeals for the Department of Treasury on a reimbursable basis, in accordance with the following terms:
  - a. Treasury bureaus and the Office of the Secretary of the Treasury will reimburse the GSBCA for all direct costs and reasonable overhead costs allocable to the judicial services provided to their respective appeal cases.
  - b. Reimbursement obligations will accrue beginning April 1, 1982. Prior to that date, the GSBCA and the Department of Treasury will agree to the estimated cost for providing judicial services for each docketed Treasury appeal case, identified by contract number in the case of a contract disputes, for the balance of Fiscal Year 1982. The Department of the Treasury will make advance payment for each individual

case by Government purchase order (SF 147) or other appropriate fiscal documents (which will reference the number of the contract, being processed by the GSBCA) as soon as practicable after agreeing to the estimate.

- c. At the beginning of Fiscal Year 1983 and each succeeding year, the GSBCA and the Department of the Treasury will similarly agree to the estimated cost of judicial services for each appeal case docketed as of October 1, and advance payment for each individual case will be made by the respective Treasury bureau or the Office of the Secretary for services to be provided for the then-current fiscal year.
  - d. For appeal cases forwarded to the GSBCA during the course of any fiscal year, costs of judicial services for the balance of that year will be estimated by the Department of the Treasury and the GSBCA, and advance payment will be made by the respective Treasury bureau or the Office of the Secretary.
  - e. During the course of each fiscal year, the GSBCA will review the advance funding amount received for each Treasury case, assess actual cost incurrence and make adjustments as necessary. Where needed, the GSBCA may request additional payment directly of the Treasury bureau or the Office of the Secretary for their respective cases. Where payment received exceeds total estimated costs for processing a case that fiscal year, appropriate refund will be made to the affected Treasury bureau or the Office of the Secretary.
  - f. The cost elements of each Treasury appeal for which judicial services are provided by the GSBCA must be kept separate by contract number in the case of contract dispute and by company name in the case of suspension and debarment. Overpayment on one case may not be transferred to compensate for funding shortages on any other case(s); this is due to the fact that the Department of the Treasury has many separate appropriations and nonappropriated funding sources.
  - g. At the beginning of each fiscal year, the GSBCA will furnish to Treasury a reconciliation statement for the prior year indicating by Treasury contract number or case number, the costs incurred, payments received and amount payable to the GSBCA or refundable to the Treasury bureau. Refunds, where applicable, will be made directly to the affected Treasury bureau or the Office of the Secretary. Overpayment on prior year cases may not be transferred to fund subsequent year judicial services for the same cases or any other cases.
3. The central point within the Department of the Treasury responsible for coordination among bureaus with respect to the administration of this Memorandum of Understanding/Agreement is the Office of Procurement, Office of the Secretary of the Treasury, Washington, DC 20220.

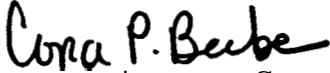
4. By agreement of the parties, this Memorandum shall be effective for each succeeding fiscal year unless timely notice of termination is given by one party to the other. If either **party** desires to terminate this agreement, such termination shall be effective at the *end* of that fiscal year and a notice to that effect must be sent to the other party at least 90 days prior to the expiration of the fiscal year.

General Services Administration:

By:   
Title: Chairman, Board of Contract Appeals

Date: 3-29-82

Department of the Treasury:

By:   
Title: Assistant Secretary  
(Administration)

Date: APR 1 1982