

Dept of Justice
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Apr 93

INTERAGENCY AGREEMENT
BETWEEN
FEDERAL BUREAU OF PRISONS, SOUTH CENTRAL REGION
AND
U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT

1. PURPOSE

The purpose of this Interagency Agreement is to establish the manner in which the U.S. Army Corps of Engineers (CE) will provide engineering services, construction services, other technical services to the Federal Bureau of Prisons, South Central Region (BOP) for facilities owned and/or operated by the Federal Bureau of Prisons, South Central Region. This Agreement is entered into pursuant to 31 U.S.C. 1535, Federal Acquisition Regulations (48 C.F.R.) Subpart 17.5, OMB Circular A-97 Revised, AR 37-1, ER 1-1-6, and ER 1140-1-211.

2. SCOPE OF WORK

a. It is anticipated that services under this Agreement will include, but are not limited to, planning, engineering, design, environmental, real estate, procurement and construction management. Procurement activities will be conducted in accordance with regulations applicable to BOP.

b. Work by CE will be performed and/or coordinated by the U.S. Army Corps of Engineers, Fort Worth District. CE shall furnish appropriate professional services including all necessary labor, support services, materials, tools, instruments, and equipment. The services to be provided may be accomplished via a combination of government personnel and contractors as determined by CE. Because the geographic boundaries of CE and BOP do not coincide, it may be necessary for some services to be provided by CE districts other than Fort Worth District. Other support CE districts will be given the "first right of refusal" for work located within that district's boundaries. Upon receipt of a request for services, Fort Worth District will contact the appropriate support district to ascertain its willingness and capability to perform the proposed work within the established time and budget limits. Fort Worth District will notify BOP of the office to perform the work. All work performed under this Agreement by any CE office shall be subject to the requirements of this Agreement. Fort Worth District will coordinate the work of other CE offices with BOP.

3. PROGRAM MANAGER:

a. Unless otherwise notified in writing, the CE Program Manager shall be:

James A. Withaeger, P.E.
U.S. Army Corps of Engineers
Fort Worth District
ATTN: CESWF-PM-I
P.O. Box 17300
Fort Worth, Texas 76102-0300
(817) 334-2820

b. Unless otherwise notified in writing, the BOP Program Manager shall be:

Supervisory Contract Specialist
Federal Bureau of Prisons
South Central Region
4211 Cedar Springs Road, Suite 300
Dallas, Texas 75219
(214) 767-5081

4. PROCEDURE FOR ISSUANCE OF ORDERS:

a. Request: BOP will provide to CE a request for necessary service. This request will include a preliminary scope of work and a desired end result. The request will be transmitted on Form DOJ-216, Reimbursement Agreement Between Agencies. Along with the request, BOP will provide to CE as-built drawings, project documentation, points of contact, required completion date and any other pertinent information which may be available.

b. Proposal: CE will provide to BOP a description of all services to be performed, estimate of cost and time to complete the work, and any costs associated with preparatory meetings, site visits and preparation of the scope of work or the proposal. The proposal shall be in the form of the Form DOJ-216 completed and assigned by an authorized individual.

c. Negotiation: BOP and CE will negotiate specific task or project requirements, estimated cost and schedule for completion.

d. Issuance: Upon Agreement by both parties, BOP will issue a task order to CE to provide the necessary services. The order will be completed on three original (1 to BOP, SCRO,; 1 to BOP, CO; and 1 to CE) task order Forms DOJ-216 with an assigned numbered Purchase Request to include, appropriate cost accounting data, project or workplan number (if applicable) and signed by authorized officials (requisitioner (Project Manager), Cost Center Manager and Budget Analyst). The final task order Form DOJ-216 must be signed by the Bureau of Prisons, Supervisory Contract Specialist, South Central Regional Office, Dallas, Texas.

e. Funding and negotiation will be on a case-by-case basis for each order.

f. Without written approval of BOP, no new or additional work shall commence unless the aggregate cost of all work under any individual order is estimated to be less than or equal to funds authorized. CE will notify BOP immediately, if at any time the estimated cost for an approved task or project including claims that may arise under any contract, is anticipated to exceed the agreed and funded amount.

5. CONTRACTING:

Procurement of any work by contract shall be performed in accordance with the Federal Acquisition Regulation (FAR) as implemented by the Engineer Board of Contract Appeals (Board) and procedures descending from these regulations. The Board will be used as the forum for resolving contract disputes under CE-awarded contracts. Claims resulting from Contracting Officer decisions will be presented to the Board.

6. PAYMENT:

Work under this Agreement shall be funded on a reimbursable order basis. Services may be provided to, and funded by, Bureau of Prisons, South Central Regional Office; herein with the signature and consent of the Bureau of Prisons, Chief, Office of Procurement and Property. Requests for reimbursement shall include the dollar amount of work and appropriate cost accounting data as well as name and address of the office to be billed for payment. Request for payment shall be made by CE using a Standard Form (SF) 1080, on a monthly basis.

7. REPORTS:

a. CE shall submit to BOP a quarterly management report describing the current status of all task orders under this Agreement.

b. CE will submit to BOP a monthly financial report describing the current cost charges to each task order under this Agreement.

8. DURATION OF AGREEMENT:

This Agreement is effective immediately upon the last signature date below and shall continue in effect until modified or revoked in writing by Agreement of both parties, or by either party upon sixty (60) days written notice. In no case shall this Interagency Agreement be in duration longer than five years and shall be reviewed annually.

ARMY CORPS OF ENGINEERS

FEDERAL BUREAU OF PRISONS



JOHN A. MILLS (date) 19 Mar 93
Colonel, Corps of Engineers
District Engineer



CRAIG W. UNGER, CHIEF (date) 4-21-93
PROCUREMENT AND PROPERTY BRANCH



U.S. Department of Justice

Federal Bureau of Prisons

Washington, DC 20534

April 21, 1993

Michael J. Mocek, P.E.
Deputy District Engineer
Department of the Army
Fort Worth District, Corps of Engineers
Programs and Project Management Division
P.O. Box 17300
Fort Worth, Texas 76102-0300

Dear Mr. Mocek:

Enclosed is a signed original of Interagency Agreement 433 between the Federal Bureau of Prisons (BOP) and the Department of the Army, Fort Worth District, Corps of Engineers (CE). This Agreement authorizes the CE to provide engineering and other technical services to BOP's South Central Regional Office.

If you have any questions, please call me or Creighton Borden, Chief, Property Management, at (202) 307-2068.

Sincerely,

Craig H. Unger, Chief
Procurement and Property Branch

Enclosure

OPTIONAL FORM 99 (7-90)

FAX TRANSMITTAL

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To <i>Doug Kamien</i>	From <i>Leslie Geiger</i>
Dept./Agency	Phone # <i>202-761-4268</i>
Fax # <i>601-631-5151</i>	Fax #