

**UNITED STATES GOVERNMENT
GENERAL TERMS & CONDITIONS (GT&C)
FS Form 7600A**



Agreement Between Federal Program Agencies for Intragovernmental Reimbursable, Buy/Sell Activity. In accordance with TFM Volume 1, Part 2, Chapter 4700, Appendix 8.

https://www.fiscal.treasury.gov/fsservices/gov/acctg/g_invoice/g_invoice_home.htm

NEW OR MODIFIED GT&C			
General Terms and Conditions (GT&C) Number		GT&C Number:A2208-014-096-027340	
		Requesting Agency (Buyer)	Servicing Agency (Seller)
		Agency Agreement Tracking Number:	Agency Agreement Tracking Number:
		Modification Number:0	
		Status:Open	
AGENCY INFORMATION			
1.		Requesting Agency (Buyer)	Servicing Agency (Seller)
	Agency Name	Department of the Interior	United States Army
	Group Name	Department of the Interior	COEENT
	Group Description		USACE ENTERPRISE WIDE
	Document Inheritance Indicator	Yes	Yes
	Agency Location Code (ALC)	14060905 14220000 14100099 14160006 14080001 14010001 14180001 14200699 14060001 14110008 14190001	09600876

	ALC Description	14010001 - 014 - DEPT OF THE INTERIOR - OFFICE OF THE SECRETARY 14060001 - 014 - DEPT OF THE INTERIOR - BUREAU OF RECLAMATION 14060905 - 014 - DEPT OF THE INTERIOR - BUREAU OF RECLAMATION 14080001 - 014 - DEPT OF THE INTERIOR - US GEOLOGICAL SURVEY 14100099 - 014 - Department of the Interior - NATIONAL PARK SVC 14110008 - 014 - DEPT OF THE INTERIOR - BUREAU OF LAND MANAGEMENT 14160006 - 014 - Department of the Interior - FISH AND WILDLIFE SVC 14180001 - 014 - Department of the Interior - OFFICE OF SURFACE MINING 14190001 - 014 - Department of the Interior - Bureau of Ocean Energy Management (BOEM) 14200699 - 014 - Department of the Interior - BUREAU OF INDIAN AFFAIRS 14220000 - 014 - Department of Interior - Bureau of Safety and Environ Enforcement	09600876 - 096 - CORPS OF ENGINEERS - G-INVOICING - CIVIL WORKS - 441 G ST NW
	Subordinate Group		
	Cost Center		
	Business Unit		
	Department ID		

GT&C INFORMATION

2.	GT&C Title	DOI-USACE Universal GT&C	
3.	Business Application	Standard Order Processing	
4.	Order Originating Partner Indicator	Requesting Agency	
5.	Agreement Period	Start Date: 02/01/2023	End Date: 01/31/2033
6.	Termination Days	180	
7.	Agreement Type	Multiple	

8.	Advance Payment Indicator	Are Advance Payments allowed for GT&C? Yes *If "Yes", the Servicing Agency Advance Payment Authority Title and Citation are required upon creation of an Order against this GT&C.
9.	Assisted Acquisition Indicator	Will this GT&C accommodate Assisted Acquisitions? Yes *If "Yes", the Servicing Agency provides acquisition support in awarding and managing contracts on behalf of the Requesting Agency's requirements for products or services. Lines 17 & 18 below for additional detail.
ESTIMATED AGREEMENT AMOUNT		
10.	Total Direct Cost Amount	\$500,000,000.00
	Total Overhead Fees and Charges Amount	\$0.00
	Total Estimated Amount	\$500,000,000.00
	Enforce Total Remaining Amount	Should G-Invoicing enforce the total value of orders to remain below the Total Amount on the GT&C? No *If "Yes", G-Invoicing will not allow Order total to exceed the GT&C total.
ADDITIONAL AGREEMENT INFORMATION		
11.	Explanation of Overhead Fees and Charges	As a project funded organization USACE is required to charge planning, supervision, administrative, and associated overhead costs for reimbursable services. An estimated amount of overhead costs is not included because of the inability to accurately estimate such costs over the duration of this agreement. Individual orders placed under this agreement shall be subject to applicable USACE overhead costs in effect at the time such orders are placed.
12.	Requesting Scope	See attached USACE Appendix of the General Terms and Conditions Agreement.
13.	Requesting Roles	See attached USACE Appendix of the General Terms and Conditions Agreement.
14.	Servicing Roles	
15.	Restrictions	See attached USACE Appendix of the General Terms and Conditions Agreement.
16.	Assisted Acquisitions Small Business Credit Clause	The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.
17.	Disputes	Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 5; Intragovernmental Transaction (IGT) Guide, at http://tfm.fiscal.treasury.gov/content/tfm/v1/p2/c470.html .
18.	Requesting Assisted Acquisitions	DOI entities authorized to provide acquisition assistance under this agreement include: All DOI Bureaus and Departmental Offices.
19.	Servicing Assisted Acquisitions	USACE entities authorized to provide acquisition assistance under this agreement include: All USACE Divisions, Districts, Centers, Laboratories, and Directorates
20.	Requesting Clauses	See attached Appendix A.

21.	Servicing Clauses	See Attached Appendix A	
22.	<i>Intentionally left blank</i>		
23.	<i>Intentionally left blank</i>		
CLOSE GT&C			
24.			
REJECT GT&C			
25.			
PREPARER INFORMATION			
26.	Preparer Name	Jacqueline Lynch	
	Preparer Phone	7036487680	
	Preparer Email	jelynych@usgs.gov	
AGREEMENT APPROVALS			
By signing this agreement, you authorize the General Terms and Conditions as stated, and that the scope of the work can be fulfilled. By signing, you agree to periodically review the terms and conditions of the agreement and make any necessary modifications to the GT&C and any affected Order(s)			
		Requesting Initial Approval (required)	Servicing Initial Approval (required)
27.	Name	Jacqueline Lynch	Jeanne Judd
	Signature	Electronic Approval On File	Electronic Approval On File
	Title	Chief, Financial Systems Branch	Program Manager
	Email	jelynych@usgs.gov	jeanne.m.judd@usace.army.mil
	Phone	7036487680	4103362566
	Fax		
	Date Signed	02/27/2023	03/03/2023
		Requesting Final Approval (required)	Servicing Final Approval (required)
28.	Name	Jacqueline Lynch	Jeanne Judd
	Signature	Electronic Approval On File	Electronic Approval On File
	Title	Chief, Financial Systems Branch	Program Manager
	Email	jelynych@usgs.gov	jeanne.m.judd@usace.army.mil
	Phone	7036487680	4103362566
	Fax		
	Date Signed	02/27/2023	03/03/2023
ATTACHMENTS			
Name	File Alias	Updated By	Date/Time

7600A USACE Servicing Agency with DOI_02 1423v.pdf		Lynch, Jacqueline (R)	03/03/2023 03:13 PM
DOI to External TP MOU Fully Executed 7.29.202 2.pdf		Lynch, Jacqueline (R)	08/12/2022 02:20 PM
USACE Appendix of the General Terms and Conditions_D OI and USACE 20 Jan 2023.docx		Lynch, Jacqueline (R)	01/20/2023 09:01 AM

APPENDIX A

**ADDITIONAL PROVISIONS FOR GENERAL TERMS AND CONDITIONS AGREEMENT,
FS FORM 7600A,
BETWEEN
THE US ARMY CORPS OF ENGINEERS
AND
THE DEPARTMENT OF THE INTERIOR**

GT&C # A2208-014-096-027340 DOI - USACE

Amendment/Mod # 0000

GT&C #A2208-096-014-027345 USACE-DOI

Amendment/Mod # 0000

ARTICLE I – AUTHORITIES.

This General Terms and Conditions Agreement (GT&C) and any orders executed hereunder are entered into pursuant to the Economy Act (31 U.S.C. § 1535), except where a more specific authority applies. DOI and USACE have several authorities that could be appropriate for use; the specific authority will be determined at time of individual orders.

ARTICLE II – SCOPE.

Services, and any goods related thereto, that USACE may provide under this MOA include: planning; design; construction, contract administration and oversight; engineering or technical assistance; flood risk management; dam and levee safety; hydropower; hazardous or toxic materials assessments and/or removal or remediation, and ecosystem restoration; environmental collaboration and conflict resolution support; research and development; emergency management; cultural and historic preservation surveys, assessments, mitigation, and other services; archeological collection, curation, and management services; tribal consultation and engagement services; real estate; training and professional development, geospatial information services, information and management systems, uniforms for Natural Resources Management program employees, and such other related goods or services as may be agreed upon in the future. The specific scope of work will be determined at time of individual order.

Goods and services that DOI may provide under this MOA include investigations in earth sciences, biological and environmental sciences, remote sensing and geospatial data applications, research and development, environmental restoration and management, and water supply management; dam safety and hydropower assessments, engineering and construction; demolition, fish and wildlife resource management, fire management, recreation, information and data management systems, mitigation, preservation, and interpretation of historical, cultural, and natural resources, recreation and park planning and management; environmental collaboration and conflict resolution support; training and professional development, emergency management, and such other related goods or services as may be agreed upon in the future. The specific scope of work will be determined at time of individual order.

Nothing in this appendix shall be construed to require either party to provide any goods

or services to the other party, except as may be set forth in Orders. Orders are also commonly known as Interagency Agreements within DOI.

All USACE entities, including USACE headquarters, districts, centers, field operating activities, laboratories, divisions, and directorates, are authorized to provide and receive assistance under this GT&C. All DOI bureaus and agencies are authorized to provide and receive assistance under this GT&C.

ARTICLE III – INTERAGENCY COMMUNICATIONS.

To provide for consistent and effective communication between the Servicing Agency and the Requesting Agency, the Points of Contact for each party will be listed in each specific Order. The Principal Representative for this Universal GT&C will be listed in the Treasury G-Invoicing Trading Partner Directory. Additional representatives will be appointed to serve as points of contact on each subsequent Order.

ARTICLE IV – ORDERS.

In response to requests from the Requesting Agency for the Servicing Agency assistance under this GT&C, the Servicing Agency and the Requesting Agency shall conclude mutually agreed upon written orders. Services and any goods related thereto shall be provided under this GT&C only after an appropriate order has been signed by an authorized representative of each Party. Prior to full implementation of G-Invoicing by both agencies, orders will be executed on FS Form 7600B. Once fully implemented, orders will be developed through G-Invoicing.

For orders executed under the authority of the Economy Act (31 U.S.C. 1535), the Parties shall ensure that the requesting agency has determined the Economy Act requirements have been met.

In addition to the above, when the provision of the ordered services or any goods related thereto under an Order requires the Servicing Agency to perform a contract action on behalf of the Requesting Agency, the Requesting Agency must include the required Economy Act Determinations and Findings under FAR subpart 17.502-2 on each FS Form 7600B (or similar document) or provide separate written Determinations and Findings documents for each FS Form 7600B (or similar document).

For orders executed under an authority other than the Economy Act, the Parties shall ensure that all requirements of such authority are satisfied, and that funding provided is properly available as to purpose, time, and amount for the ordered services or any goods related thereto.

Orders must include:

- a detailed scope of work statement;
- schedules;

- funding arrangements, including whether payment shall be in advance or by reimbursement;
- the amount of funds required and available to accomplish the scope of work;
- the Requesting Agency's fund citation and the date upon which the cited funds expire for obligation purposes;
- procedures for amending or modifying the order; and
- such other particulars as are necessary to describe clearly the obligations of the Parties with respect to the requested services and any goods related thereto.

ARTICLE V – RESPONSIBILITIES OF THE PARTIES.

The Servicing Agency shall:

- 1) Provide the Requesting Agency with services and any goods related thereto in accordance with the purpose, terms, and conditions of this GT&C and any specific requirements set forth in orders and implementing arrangements.
- 2) Ensure that only authorized Servicing Agency representatives sign orders.
- 3) Provide detailed periodic progress, financial and other reports to the Requesting Agency if agreed to in an order. Financial reports may include information on all funds received, obligated, and expended, and any forecasted obligations and expenditures.
- 4) Inform the Requesting Agency of all contracts entered into under each order.
- 5) Inform the Requesting Agency when an asset has been turned over and/or put into use for its intended purpose within 30 days.

The Requesting Agency shall:

- 1) Confirm, prior to the execution of each order under this GT&C that the order complies with the requirements of the Economy Act or other applicable authority and, for Economy Act orders, that any required written Economy Act Determinations and Findings have been completed in accordance with Article IV of this Appendix.
- 2) Pay all costs, as authorized by the relevant authority, associated with the Servicing Agency's fully approved orders which will define services and any goods related thereto. The availability of funds necessary to accomplish that order will be certified at time of signature.
- 3) Ensure that only authorized Requesting Agency representatives sign orders.
- 4) Develop draft orders to include scope of work statements.
- 5) Obtain for the Servicing Agency all necessary real estate interests and access to all work sites and support facilities and perform all coordination with and obtain any permits from

state and local agencies, as necessary during the execution of each order, except where it is common practice for the Servicing Agency or contractor to obtain.

ARTICLE VI – FUNDING

This GT&C does not document the obligation of funds between the Parties. Any obligation of funds in support of this GT&C will be accomplished by executing an order in G-Invoicing once available, otherwise on a FS Form 7600B in accordance with Article IV of this Appendix

The Requesting Agency shall pay all costs associated with the Servicing Agency's provision of services and any goods related thereto under each individual order as authorized by the relevant authority. The Servicing Agency shall bill the Requesting Agency monthly for costs incurred unless otherwise indicated on each individual order. Performance and Payment will be conducted through the Intra-Governmental Payment and Collection System (IPAC) until both agencies are using G-Invoicing. The Servicing Agency may request funds in advance if authority exists to do so.

If the Servicing Agency forecasts its actual costs under an order to exceed the amount of funds available under that order, it shall promptly notify the Requesting Agency of the amount of additional funds necessary to complete the work under that order. The Requesting Agency shall either provide the additional funds to the Servicing Agency, require that the scope of work be limited to that which can be paid for by the then-available funds, or direct termination of the work under that order.

Within 90 days of completing the work under an order, the Servicing Agency shall conduct an accounting to determine the actual costs of the work. After completion of this accounting, the Servicing Agency shall timely return to the Requesting Agency any funds advanced in excess of the actual costs as then known, or the Requesting Agency shall provide any additional funds necessary to cover the actual costs as then known, by written modification of the order. Such an accounting shall in no way limit the Requesting Agency'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 VII – APPLICABLE LAWS.

This GT&C 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 Servicing Agency shall be governed by the Servicing Agency policies and procedures.

ARTICLE VIII – CONTRACT CLAIMS AND DISPUTES

All claims and disputes by contractors arising under or relating to contracts awarded by the Servicing Agency shall be resolved in accordance with Federal law and the terms of the individual contract. The Servicing Agency 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. §§ 7101-7109). The Armed Services Board of Contract Appeals (ASBCA) is designated as the appropriate board of contract appeals for USACE awarded contracts. The Civilian Board of Contract Appeals (CBCA) is designated as the appropriate board of contract appeals for DOI contracts executed pursuant to this MOA. In lieu of appealing to the ASBCA or CBCA, the contractor may bring an action directly to the United States Court of Federal Claims.

The Servicing Agency shall be responsible for handling all disputes arising under or relating to the contracts, including litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. The Servicing Agency shall notify the Requesting Agency of any such disputes and litigation and afford the Requesting Agency an opportunity to review and comment on the proceedings and any resulting settlement negotiations, however, as provided above, the Servicing Agency shall be the dispute resolution authority and will make all decisions regarding contractor claims and disputes, including whether to accept or propose any settlement. The Requesting Agency shall be responsible for all such costs in accordance with Article X.

ARTICLE IX – DISPUTE RESOLUTION

For disputes that fall outside the purview of the Treasury Financial Manual referenced in block 16, or as otherwise mutually agreed by the Parties, the Parties shall use their best efforts to resolve any such disputes between themselves in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. In the event such measures fail to resolve the dispute, the Parties shall elevate the issue through their respective chains of command and, if needed, refer the matter to the respective executive agency of each Party for resolution.

ARTICLE X — RESPONSIBILITY FOR COSTS

If liability of any kind is imposed on the United States relating to the Servicing Agency's provision of services and any goods related thereto under this GT&C, the Servicing Agency will accept accountability for its actions, but the Requesting Agency shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability and all related costs, to include any litigation expenses incurred by the Servicing Agency in defending a claim or dispute associated with the work as authorized by the relevant authority on the Order. This obligation extends to all funds legally available to discharge this liability, including funds that may be made legally available through transfer, reprogramming or other means. Should the Requesting Agency have insufficient funds legally available, including funds that may be made legally available through transfer, reprogramming or other means, the Requesting Agency remains responsible for seeking additional funds from Congress for such purposes, subject to OMB approval. Nothing in this GT&C shall be construed to imply that Congress will, at a later date, appropriate funds sufficient to meet any such deficiencies. In cases where a liability is imposed on the United States relating to the agency's provision of services related thereto under a specific order, a description of such costs shall be submitted to the buyer agency so that the buyer agency may seek, as appropriate, to make funds legally

available to discharge the liability. A determination that funds are available requires information including the amount of funds necessary to discharge the liability.

Notwithstanding the above, this GT&C does not confer any liability upon the Requesting Agency for claims payable by the Servicing Agency under the Federal Torts Claims Act. Provided further that nothing in this GT&C is intended or will be construed to create any rights or remedies for any third party and no third party is intended to be a beneficiary of this GT&C.

Notwithstanding any other provision of this Agreement, all activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement may be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341). The amount obligated on funded orders issued under this agreement represents the total funding known to be available at the time the order is issued.

ARTICLE XI – PUBLIC INFORMATION

Justification and explanation of the Requesting Agency's programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of the Requesting Agency. The Servicing Agency may provide, upon request, any assistance necessary to support the Requesting Agency's justification or explanations of the Requesting Agency's programs conducted under this GT&C. In general, the Requesting Agency is responsible for all public information. The Servicing Agency may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. The Requesting Agency or the Servicing Agency 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 orders under this GT&C.

ARTICLE XII - MISCELLANEOUS

1) Other Relationships or Obligations: This GT&C shall not affect any pre-existing or independent relationships or obligations between the Requesting Agency and the Servicing Agency.

2) Survival: The provisions of this GT&C that require performance after the expiration or termination of this GT&C shall remain in force notwithstanding the expiration or termination of this GT&C.

3) Severability: If any provision of this GT&C 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.

4) Transferability: This GT&C is not transferable except with the written consent of the Parties.

ARTICLE XIII – REQUIRED REVIEWS

The Parties will review this GT&C no less often than the mid-point of the agreement period specified in block 4.

ARTICLE XIV – AMENDMENT, MODIFICATION AND TERMINATION

This GT&C may be modified or amended only by written, mutual agreement of the Parties. Either Party may unilaterally terminate this GT&C by providing at least 180 days written notice to the other Party. In the event of termination, the Requesting Agency shall continue to be responsible for all costs incurred by the Servicing Agency under this GT&C and for the costs of closing out or transferring any on-going contracts. In the event of a conflict between this GT&C and an order, this GT&C shall control or be modified at time of conflict.

ARTICLE XV – EFFECTIVE DATE

This GT&C takes effect beginning on the day after the last Party signs or the start date specified in block 4, whichever is later.

ARTICLE XVI – EXPIRATION DATE

This GT&C expires on end date specified in block 4.

ARTICLE XVII – CANCELATION OF PREVIOUS AGREEMENT

This GT&C cancels and supersedes the previously signed Memorandum of Agreement between the Parties dated June 5, 2020.