

MEMORANDUM OF UNDERSTANDING
PURSUANT TO THE ECONOMY ACT
THROUGH WHICH THE
U.S. DEPARTMENT OF DEFENSE
U.S. ARMY CORPS OF ENGINEERS
IS PURCHASING
SOCIAL SCIENCE PRODUCTS AND SERVICES
FROM
U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
COASTAL SERVICES CENTER

NOS Agreement Code: MOA-2010-004/7992
USACE Agreement Code: _____

1. PARTIES AND PURPOSE

This Memorandum of Understanding (MOU) establishes an agreement between the U.S. Army Corps of Engineers (USACE) and NOAA Coastal Services Center (NOAA CSC), U.S. Department of Commerce (DOC), through which USACE will pay NOAA CSC for providing new social science products and services to support the improved management of natural resources along our nation's coasts. This includes, but is not limited to, specialized economic studies (valuation of non-market goods and services, benefit-cost analysis, assessment of economic impacts, benefits, and costs), needs assessments, survey development, and social impact assessments.

This MOU is established pursuant to the Memorandum of Agreement between the U.S. Department of Commerce, National Oceanic and Atmospheric Administration and the U.S. Army Corps of Engineers, dated May 19, 2008 (NOS Agreement Code: MOA-2008-017/7630, Attachment 1).

2. BACKGROUND

USACE and NOAA CSC serve complementary mission in promoting the wise use of our nation's coasts. In accomplishing these missions, social scientists from both agencies often apply common data and tools to address a common suite of coastal management issues. This agreement will allow USACE to build on work already completed by NOAA CSC to reduce redundancy and will allow both agencies to share the cost of mutually beneficial projects.

3. AUTHORITY

The authorities for USACE and DOC to enter into this agreement are:

- A. The Economy Act, 31 U.S.C. § 1535, which provides that an agency may place an order with a major organizational unit within the same agency or another agency for goods or services if:
 1. amounts are available;
 2. the ordering agency decides the order is in the best interest of the United States Government;
 3. the agency to fill the order is able to provide or get by contract the ordered goods or services; and
 4. the agency decides ordered goods or services cannot be provided by contract as conveniently or cheaply by a commercial enterprise (payments must be made on the basis of the actual cost of goods or services provided); and

- B. The programmatic authority for the USACE to enter into this Agreement is 10 U.S.C. § 2358, which directs The Secretary of Defense or the Secretary of a military department may engage in basic research, applied research, advanced research, and development projects.
- C. The programmatic authority for the NOAA CSC to enter into this Agreement is the Coastal Zone Management Act, 16 U.S.C. § 1456(a), which directs NOAA to consult with, cooperate with, and, to the maximum extent practicable, coordinate activities with other interested Federal agencies.

4. ECONOMY ACT FINDINGS

As set forth in the "Determination and Finding Pursuant to 48 CFR 17.503" (Attachment 2), USACE warrants that sufficient funding amounts are available, that this agreement is in the best interest of the United States Government, and that the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise.

NOAA CSC warrants that it is able to provide or get by contract the requested services and it has adequate statutory authority for the contractual action and will comply fully with the competition requirements of Part 6 of the Federal Acquisition Regulation and other legal or regulatory requirements applicable to the contract.

5. TERMS AND CONDITIONS

- A. CSC agrees to:
 - 1. Provide USACE with social science products and services in accordance with the purpose, terms, and conditions of this Agreement and with specific requirements set forth in the individual Scope of Work (SOW) accompanying this document (Attachment 3).
- B. USACE agrees to:
 - 1. Provide funding for all expenses associated with the services requested under this Agreement upon approval of the expenses by both parties
 - 2. Provide CSC with the necessary data and information in a timely manner
 - 3. Be responsible for performing quality control on the delivered services and promptly notifying CSC about any work products found to be below acceptable standards.

6. FUNDING, PROGRAMMING, PAYMENT, AND REIMBURSEMENT ARRANGEMENTS

- A. USACE may transfer to CSC a maximum sum up to \$5,000,000 during the life of this Agreement dependent on the availability of funds, with no guaranteed minimum.
- B. The Funding Agency will provide a purchase request to the Performing Agency for each work order or amendment executed pursuant to this Agreement. Actual costs incurred by the Performing Agency in executing tasks under this MOA will be billed monthly for to the Funding Agency via the Intergovernmental Payment and Collection System (IPAC).
- C. Payment will be made contingent upon:
 - 1. USACE's availability of funds to purchase the required data and/or services.
 - 2. CSC's ability to provide the requested data and/or services.
- D. USACE will provide FY10 funds in the amount of \$100,000 to NOAA CSC to support this Agreement. FY 2010 Accounting and Fiscal Data:

USACE

EIN¹: 62-1642142
DUNS Number: 06-8112791
OMB MAX Code: 202-00
ALC²: 000-00-8736
TAS³/Appropriation Code: 96X 3126
BETC: DISB
Type of Funds/Expiration: See attached MIPR
Accounting Code: See attached MIPR

NOAA

EIN: 52-0821608
DUNS Number: 78-4769085
OMB MAX Code: 006-48
ALC: 13-14-0001
TAS/Appropriation Symbol: 13x1450
BETC: COLL

1 Employer Identification Number
2 Agency Location Code
3 Treasury Account Symbol

NOS Agreement Code: MOA-2010-0047992
USACE Agreement Code: _____

CBS⁴/ACCS Code: 14-2010-1RK3ACS-P00-07-10-15-0000-00-00-00-00-2535-0000

Amounts will be deobligated to the extent that the servicing agency has not incurred obligations before the end of the period of availability of that appropriation.

7. DURATION OF AGREEMENT AND AMENDMENTS

This agreement will become effective when signed by the parties. The agreement will terminate on September 30, 2014, but may be amended at any time by mutual written consent of the parties. Each SOW will be processed as an amendment to this Agreement. Each amendment will reference this Agreement.

8. TERMINATION AND CANCELLATION CLAUSE

Any party may terminate this agreement by providing 30 days written notice to the other party. If the requesting agency cancels the order, the providing agency is authorized to collect costs incurred prior to cancellation of the order plus any termination costs. The total value of the agreement, including termination costs, will not exceed \$5 million.

9. RESOLUTION OF DISAGREEMENTS

Should disagreement arise on the interpretation of the provisions in this agreement, the dispute shall be resolved pursuant to the Business Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual, Vol. 1, Bulletin 2007-03, Section VII (Resolving Intragovernmental Disputes and Major Differences).

10. CONTACTS

The contacts of each party to this agreement are:

NOAA Coastal Services Center
2234 South Hobson Avenue
Charleston, SC 29405

U.S. Army Corps of Engineers
Institute for Water Resources
7701 Telegraph Road
Alexandria, VA 22315

NOS Agreement Code: MOA-2010-0047992
USACE Agreement Code: _____

Technical

Jeff Adkins
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Financial

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Tel: (703) 428-9049
carolyn.a.estep@usace.army.mil

Administrative

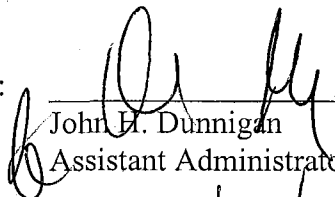
Patrick Holland
Agreements Coordinator
Tel.: (843) 740-1181
Fax: (843) 740-1290
Patrick.Holland@noaa.gov

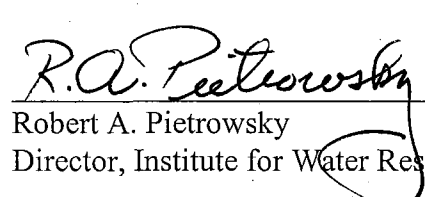
The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

11. APPROVALS

ACCEPTED AND APPROVED FOR THE
U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE

ACCEPTED AND APPROVED FOR THE
U.S. DEPARTMENT OF DEFENSE
U.S. ARMY CORPS OF ENGINEERS

BY: 
John H. Dunnigan
Assistant Administrator

BY: 
Robert A. Pietrowsky
Director, Institute for Water Resources

DATE: 12/2/09

DATE: 14 Dec 09

NOS Agreement Code: MOA-2010-0047992
USACE Agreement Code: _____

Attachment 1
Memorandum of Agreement
Between The
U.S. Department of Commerce
National Oceanic and Atmospheric Administration
And The
U.S. Army Corps of Engineers

MEMORANDUM OF AGREEMENT
BETWEEN THE
U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE
AND THE U.S. ARMY CORPS OF ENGINEERS

NOS Agreement Code: MOA-2008-017/7630

ARTICLE I - PURPOSE AND AUTHORITY

- a. This two-way Memorandum of Agreement (MOA) is entered into by and between the U.S. Army Corps of Engineers (USACE) and the U.S. Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS) (collectively "parties") for the purpose of establishing a framework governing the respective responsibilities for the provision of goods and services as described in Article II below.
- b. Any Interagency Agreements under this MOA will be entered into pursuant to the Economy in Government Act (31 U.S.C. § 1535) and pursuant to the programmatic authorities of both the Department of Commerce and USACE. In addition, the appropriate programmatic authorities for the parties shall be cited in any subsequent Interagency Agreement (IA(s)).
- c. This MOA supersedes the existing umbrella MOA between the parties, MOA-1995-412, as amended, which expires on July 21, 2008. Current Annexes and Work Orders under the previous MOA shall remain in full force and effect until their current expiration dates notwithstanding the execution of this MOA

ARTICLE II - SCOPE

- a. Goods and services that USACE may provide under this MOA include planning, design, construction, project management, coastal mapping, ocean observations, data acquisition, environmental restoration, hazardous and toxic materials removal, research and development, engineering or technical assistance, facilities master planning, sensor testing facilities; software and computer models and model development and such other related goods or services as may be agreed upon in the future.
- b. Goods and services that NOAA may provide under this MOA include hydrographic surveys and data acquisition; coastal mapping and habitat characterization; tidal datum, geodetic surveys, and GPS technology; ocean observations; hazardous material assessment and response, including marine debris; policy analysis; training coordination and technology support; research and development; sensor testing facilities; software and computer models and model development, and such other related goods or services as may be agreed upon in the future.
- c. Nothing in this MOA shall be construed to require either party to use the other party or to require either party to provide any goods or services to the other party, except as may be set forth in an Interagency Agreements (IA(s)).
- d. This MOA is of mutual interest to the parties because it is designed to make it easier for the parties to work together, when appropriate, in integrating their expertise and resources in addressing areas of mutual interest as stated in paragraphs a. and b. above.

ARTICLE III - INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between USACE and NOAA, each party shall 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 IAs.

ARTICLE IV - INTERAGENCY AGREEMENTS (IAs)

In response to requests from one party (the "Ordering Agency") for the other party's (the "Servicing Agency") goods and services, the parties will develop mutually agreed upon written IAs that detail the specific tasks to be completed. Those IAs must be on either Engineer Form 4914-R or a similar DOC/NOAA/NOS document. The IAs must contain the same information as Department of Defense Form 1144 and as required in DOC/NOAA/NOS agreement templates. IAs must include:

- a detailed scope of work statement;
- legal and programmatic authorities;
- 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 Ordering Agency's fund citation and the date upon which the cited funds expire for obligation purposes;
- the names of individual project managers;
- the types of contracts to be used (if known);
- the types and frequencies of reports;
- identification of which party is to be responsible for government-furnished equipment; contract administration; records maintenance; rights to data, software, and intellectual property; and contract audits;
- procedures for amending or modifying the IA;
- OMB memorandum M-07-03 business rules for intergovernmental transaction requirements;
- if under the Economy in Government Act, a duly completed and executed Determinations And Findings - Pursuant To 48 CFR 17.503;
- other information needed to describe clearly the obligations of the parties;
- the terms and conditions of this MOA;
- a specific termination date for the particular IA; and
- a statement that the responsibilities of the parties are subject to the availability of appropriated funds and other resources.

b. If an interagency agreement involves multiple parties, by agreement of all parties, the parties will develop mutually agreed upon written IAs that detail all specific tasks to be completed pursuant to this agreement.

c. Goods or services shall be provided under this MOA only after an appropriate IA has been signed by a representative of each party authorized to execute that IA. In case of conflict between this MOA and an IA, the terms and conditions of this MOA shall control.

ARTICLE V - RESPONSIBILITIES OF THE PARTIES

a. Responsibilities of the Servicing Agency under each IA

- (1) The Servicing Agency shall provide goods or services in accordance with the purpose, terms, and conditions of this MOA and with specific requirements set forth in IAs and implementing arrangements.
- (2) The Servicing Agency shall ensure that only authorized Servicing Agency representatives sign IAs.
- (3) The Servicing Agency shall use its best efforts to provide goods or services either by contract or in-house effort.
- (4) The Servicing Agency shall provide detailed periodic progress, financial, and other reports as outlined in the IA. Financial reports shall include information on all funds received, obligated, and expended, and on forecast obligations and expenditures.
- (5) The Servicing Agency shall inform the Ordering Agency of all contracts entered into under each IA.

b. Responsibilities of the Ordering Agency under each IA

- (1) If the IA is pursuant to the Economy Act, the Ordering Agency shall attach to the IA a copy of the Determinations and Findings required by 48 CFR 17.503 executed by a warranted Contracting Officer or such higher official as required by agency regulations, if entered into pursuant to the economy act.
- (2) The Ordering Agency shall pay all costs associated with the Servicing Agency's provision of goods or services under this MOA and shall certify, at the time of signature of IA, the availability of funds necessary to accomplish that IA.
- (3) The Ordering Agency shall ensure that only authorized Ordering Agency representatives sign IAs.
- (4) The Ordering Agency shall develop draft IAs to include scope of work statements.
- (5) The Ordering Agency shall obtain for the Servicing Agency all necessary real estate interests and access to all work sites and support facilities, and shall perform all coordination with and obtain any permits from State and local agencies, as necessary during the execution of each IA.

c. The Executive Agent for each party shall serve as the central point of contact for matters relating to this MOA. The Executive Agent for NOAA shall be the Assistant Administrator for Ocean Services and Coastal Zone Management. The Executive Agent for USACE shall be the Director for Civil Works. Executive Agents will appoint an Executive Secretary for its party who will be responsible for joint project tracking and communications, and staffing senior principle meetings.

d. Parties shall hold semi-annual meetings of senior principles to ensure transparent interagency communications and that all activities are in accordance with this MOA.

ARTICLE VI – FUNDING

a. The Ordering Agency shall pay all costs associated with the Servicing Agency's provision of goods or services under this MOA. For IAs estimated to cost more than \$1,000,000 the Servicing Agency shall bill the Ordering Agency in advance for not more than 50% of the order amount using the Intra-governmental Payments and Collection System (IPAC), and the Ordering Agency shall provide the necessary funds in advance using ENG Form 4914-R, Sep 97 or a similar form. The Ordering Agency will reimburse the Servicing Agency for goods and services for the remainder of costs for IAs that exceed \$1,000,000 as well. As for IAs valued at \$1,000,000 or less – the Servicing Agency shall bill the Ordering Agency at least quarterly, using IPAC, for costs incurred. The Ordering Agency shall reimburse the Servicing Agency within 30 days of receipt of the IPAC transaction. At least quarterly, the parties will reconcile balances related to revenue and expenses for work performed under any IA.

b. If the Servicing Agency forecasts its actual costs under an IA to exceed the amount of funds available under that IA, it shall promptly notify the Ordering Agency of the amount of additional funds necessary to complete the work under that IA. The Ordering 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.

c. Within 90 days of completing the work under an IA, the Servicing Agency shall conduct an accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, the Servicing Agency shall return to the Ordering Agency any funds advanced in excess of the actual costs as then known, or the Ordering Agency shall provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit the Ordering 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

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

ARTICLE VIII - CONTRACT CLAIMS AND DISPUTES

a. USACE Contracting

(1) All claims and disputes by contractors arising under or relating to contracts awarded by USACE shall be resolved in accordance with Federal law and the terms of the individual contract. USACE 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). The Armed Services Board of Contract Appeals

(ASBCA) is designated as the appropriate board of contract appeals. In lieu of appealing to the ASBCA or its successor, the contractor may bring an action directly to the United States Court of Federal Claims.

(2) USACE shall be responsible for handling all litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. USACE shall notify NOAA of any such litigation and afford NOAA an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiations.

b. NOAA Contracting

(1) All claims and disputes by contractors arising under or relating to contracts awarded by NOAA shall be resolved in accordance with Federal law and the terms of the individual contract. NOAA 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).

(2) NOAA shall be responsible for handling all litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. NOAA 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 IX - DISPUTE RESOLUTION

The parties agree that, in the event of a dispute between the parties, NOAA and USACE 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. The parties agree that, in the event such measures fail to resolve the dispute, disputes shall be resolved pursuant to applicable provisions of the Business Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual, Vol.1, Bulletin 2007-03, Section VII (Resolving Intragovernmental Disputes and Major Differences).

ARTICLE X - RESPONSIBILITY FOR COSTS

a. If liability of any kind is imposed on the United States relating to the Servicing Agency's provision of goods or services under this MOA, the Servicing Agency will accept accountability for its actions, but the Ordering Agency shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability and all related costs. 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 Ordering Agency have insufficient funds legally available, including funds that may be made legally available through transfer, reprogramming or other means, it remains responsible for seeking additional funds from Congress for such purpose, although nothing in this MOA shall be construed to imply that Congress will appropriate funds sufficient to meet the liability.

b. Notwithstanding the above, this MOA does not confer any liability upon the Ordering Agency for claims payable by the Servicing Agency under the Federal Torts Claims Act. Nothing in this Agreement 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 Agreement.

ARTICLE XI - PUBLIC INFORMATION

a. Justification and explanation of NOAA's programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of NOAA. USACE may provide, upon request, any assistance necessary to support NOAA's justification or explanations. In general, NOAA is responsible for all public information. USACE may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. NOAA or USACE 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 IAs under this MOA.

b. Justification and explanation of USACE programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of USACE. NOAA may provide, upon request, any assistance necessary to support the USACE justification or explanations. In general, USACE is responsible for all public information. NOAA may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. USACE or NOAA 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 IAs under this MOA.

c. The procedures of this Article will be applied consistent with the Freedom of Information Act and other laws and regulations applicable to government records.

ARTICLE XII - MISCELLANEOUS

a. Other Relationships or Obligations

(1) This MOA shall not affect any pre-existing or independent relationships or obligations between NOAA and USACE.

b. Survival

(1) The provisions of this MOA that require performance after the expiration or termination of this MOA shall remain in force notwithstanding the expiration or termination of this MOA.

c. Severability

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

ARTICLE XIII - AMENDMENT, MODIFICATION, AND TERMINATION

a. This MOA becomes effective upon the date of the last signature and shall remain in effect for five (5) years. The parties agree to review the terms and conditions of this MOA at least once every three (3) years to determine whether the MOA should be amended, modified, or terminated.

b. 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, in all circumstances the Ordering Agency shall continue to be responsible for all costs incurred by the Servicing Agency under this MOA, and for the costs of closing out or transferring any on-going contracts.

ARTICLE XIV – APPROVED AND ACCEPTED

Department of Commerce
National Oceanic and
Atmospheric Administration
National Ocean Service

U.S Department of the Army

By: *John H. Dunnigan*
John H. Dunnigan
Assistant Administrator

By: *Don T. Riley*
Don T. Riley, Major General
U.S. Army Deputy Commander for
Civil and Emergency Operations

Date: *May 19, 2008*

Date: *19 May 2008*

NOS Agreement Code: MOA-2010-0047992
USACE Agreement Code: _____

Attachment 2
Determination and Finding
Pursuant to 48 CFR 17.503

Determination & Findings

Certification of Requirements For Proper Use of Non-DoD Contracts – Assisted Acquisition

1. References:

a. Memorandum, Director, Defense Procurement and Acquisition Policy, January 18, 2008, Subject: Interagency Acquisition.

b. Army Policy, dated 12 Jul 04, subj: Proper Use of Non-Department of Defense (Non-DoD) Contracts.

2. This certification relates to a “assisted acquisition” under the Army Policy referenced above. In an “assisted acquisition”, the servicing agency and the requesting agency enter into an interagency agreement pursuant to which the servicing agency performs acquisition activities on behalf of the requesting agency, such as awarding a contract or issuing a task or delivery order, to satisfy the requirements of the requesting agency. The acquisition will appropriately be made under an existing contract of the servicing agency, entered into before placement of the order, to meet the requirements of the servicing agency for the same or similar supplies or services.

Findings

3. Requirement Information:

a. Description of services/supplies: The Institute for Water Resources of the U.S. Army Corps of Engineers (USACE-CEIWR) is responsible for the compilation and analysis of cultural and economic information associated with the publication of a pilot National Shoreline Management Study (NSMS) for the area from northern border of Maine to the mouth of the Chesapeake Bay, including major tributaries. There is one primary work effort under this contract which is to provide new social science products and services to support the improved management of natural resources along our nation’s coasts. This includes, but is not limited to, specialized economic studies (valuation of non-market goods and services, benefit-cost analysis, assessment of economic impacts, benefits, and costs), needs assessments, survey development, and social impact assessments. Contract will be for one year with the potential exercise of option(s) at the discretion of the Government to extend the contractual relationship by providing additional statements of work until a total threshold of \$5,000,000 is achieved. The acquisition for this statement of work is for a firm-fixed price contract with a total \$100,000.00 for the completed document.

a. Non-DoD Contracting Agency: National Oceanic and Atmospheric Administration, Coastal Services Center

b. Point of Contact at Non-DoD Contracting Agency (name and phone): Patrick Holland, Agreements Coordinator (843) 740-1181

c. Non-DoD Contract Number: MOA-2010-XXX/7992

4. I certify that the proposed use of this non-DoD contract is in the best interest of the Army and that the supplies or services cannot be obtained as conveniently or economically by contracting directly with a private source considering the following factors:

a. Availability of a suitable DoD contract vehicle. No other contract vehicle will satisfy the requirement in the required timeframe and technical requirements.

b. Ability to satisfy customer requirements. USACE and NOAA CSC serve complementary missions in promoting the wise use of our nation's coasts. In accomplishing these missions, social scientists from both agencies often apply common data and tools to address a common suite of coastal management issues. This agreement will allow USACE to build on work already completed by NOAA CSC to reduce redundancy and will allow both agencies to share the cost of mutually beneficial projects.

c. Delivery schedule. This NOAA CSC contract will satisfy the following delivery schedule required by the customer. The delivery schedule requirement is stated below:

DELIVERABLE ITEMS

- | | |
|-----------------------------|---------------------|
| 1. Draft report | July 31, 2010. |
| 2. Final report | September 15, 2010. |
| 3. Monthly progress reports | |

d. Cost effectiveness and price (including discounts and fees charged by contract holder). The NOAA CSC has the capability/expertise to contract for the supplies or services, which capability is not available within the requesting agency. Since NOAA CSC has been a partner in the NSMS since its inception, it possesses an understanding of the goals and objectives of study that the tasks outlined in this SOW are designed to support. The Center is also able to provide an independent review of the impacts of coastal change that is, in many cases, the subject of management actions planned and implemented by USACE. The Center possesses senior expertise in economics and has access to a wide range of related skills in multiple consulting firms through an established Indefinite Delivery, Indefinite Quantity (IDIQ) contract.

e. Contract administration (including ability to provide contract oversight). The NOAA CSC technical point-of-contact is Jeff Adkins and the Financial POC is John Sukys.

f. Comparative costs of using a DoD, as opposed a non-DoD, contractual instrument – to include administrative fees charged by the non-DoD agency. There are no administrative fees associated with using a NOAA CSC (non-DOD contract).

g. Other applicable considerations. Not applicable.

Determination:

5. I further determine and certify that:

a. The supplies and/or services to be provided are within the scope of the non-DoD contract identified above.

b. The proposed funding is appropriate for the procurement and is being used in a manner consistent with any appropriation limitations.

c. All unique terms, conditions, and requirements will be incorporated into the order or contract, as appropriate, to comply with all applicable DoD-unique statutes, regulations, directives and other requirements.

d. The review and approval procedures set forth in paragraph 4 of the Army Policy referenced above, on Proper Use of Non-Department of Defense (Non-DoD) Contracts, have been completed.

6. **(If services are being acquired, and the contracting officer in the contracting office issuing the task order does not have access to the non-DoD contract, including the statement of work, then the Contracting Officer shall include the following statement:)** A written concurrence from the non-DoD contracting officer at the servicing organization, that the services to be provided are within the scope of the non-DoD contract, is attached.

7. Written coordination has been/shall be obtained from USACE Office of Chief Counsel prior to placement of the order for services; and, legal review of orders for supplies shall be in accordance with USACE contracting procedures for legal review of orders for supplies.

Project Manager

Katherine Troth
Name

Katherine Troth
Signature

Biologist - Inst for Water Resources
Title/Organization

14 October 09
Date

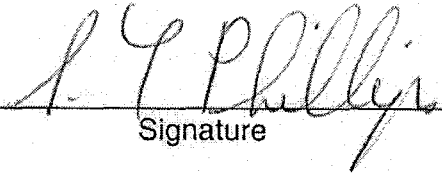
Funds Certifying Official:

SANDRA T. PHILLIPS

Name

Budget Officer, CEIWR-CBT

Title/Organization


Signature

19 Oct 2009
Date

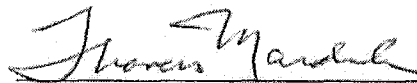
Legal Review:

FRANCIS MAROLA

Name

COUNSEL

Title/Organization


Signature

14 Oct 2009
Date

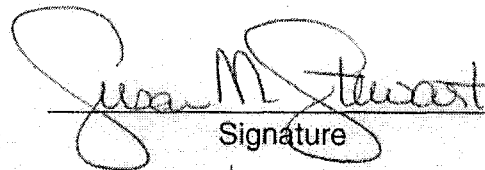
Contracting Officer:

SUSAN M. STEWART

Name

CONTRACTING OFFICER

Title / Organization


Signature

10/19/09
Date

Requirements Certifying Official: (06/GS-15 level or higher)

Robert A. Pietrowsky

Name

R. A. Pietrowsky

Signature

Director, ZWR

Title/Organization

14 Oct 2009

Date

Contracting Approving Official

DEBORAH L. GIORDANO

Name

Deborah L. Giordano

Signature

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@PJL SET ECONOMODE=OFF

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Attachment 3

STATEMENT OF WORK (SOW)

1. TITLE – Cultural and Economic Impacts of a changing coastline in the North Atlantic areas from the northern boundary of Maine to the mouth of the Chesapeake Bay using existing data and studies.

2. GENERAL – This Statement of Work (SOW) has been developed by the U.S. Army Corps of Engineers (USACE) to outline the tasks required of the National Oceanic and Atmospheric Administration's (NOAA) Coastal Services Center (referred to as the Center) in support of the National Shoreline Management Study (NSMS). The NSMS was initiated by USACE in 2000 under authorization of Section 215(e) of the Water Resources Development Act of 1999. The act authorized the Secretary of the Army to report to Congress on the state of the shores of the United States. The report must contain a description of the extent of, and economic and environmental effects, caused by erosion and accretion along the shores of the United States; and the causes of such erosion and accretion, a description of the resources committed by Federal, state and local governments to restore and renourish shores, a description of the systematic movement of sand along the shores of the United States, and recommendations regarding the appropriate levels of Federal and non-Federal participation in shore protection and the use of a systems approach to sand management.

A series of regional reports is proposed to address area-specific issues. This report will be the pilot project, setting up the process by which additional regional reports will follow. All reports will utilize existing documents and information to complete an analysis, synthesis and identification of information gaps. It is not intended to finance additional studies to fill in data gaps, but to identify those gaps and the assumptions on which the data analysis and synthesis were made.

The Center has been a partner in the NSMS since its inception. Thus, it possesses an understanding of the goals and objectives of study that the tasks outlined in this SOW are designed to support. The Center is also able to provide an independent review of the impacts of coastal change that is, in many cases, the subject of management actions planned and implemented by USACE. The Center possesses senior expertise in economics and has access to a wide range of related skills in multiple consulting firms through an established Indefinite Delivery, Indefinite Quantity (IDIQ) contract.

3. OBJECTIVE -- The objective of this contract is to obtain information on the cultural and economic impacts of a changing coastline in the north Atlantic region, from the northern coast of Main to the mouth of the Chesapeake Bay, including major estuaries.

4. SPECIFIC TASKS –

Task 1. Identify and obtain existing sources of information on the economic and cultural impacts of changing shorelines in the North Atlantic region, including studies conducted by other Federal agencies, states and local entities. USACE will provide relevant USACE studies to the Center.

- a. The Center will identify existing sources of information through searches of the Internet, library searches, and other sources.
- b. The Center will contact entities who produced the studies, as needed, to determine assumptions of studies.
- c. The Center will determine geographic and other data gaps.

Task 2. Compile, analyze, and summarize data obtained under Task 1.

- a. The Center will complete a draft report and host a review conference with USACE by July 31, 2010 to discuss findings and to respond to questions about the contents of the report.
- b. The Center will complete a final report by September 15, 2010 that addresses comments that arose during the review conference.

5. REPORTING REQUIREMENTS –

NOS Agreement Code: MOA-2010-0047992
USACE Agreement Code: _____

- a. A draft report summarizing the work performed and the results and conclusions derived shall be submitted to the USACE by July 31, 2010.
- b. A final report will be submitted by September 15, 2010.
- c. Monthly progress reports.

6. All tasks are requested to be completed by September 30, 2010.

7. PROJECT MATERIALS & GOVERNMENT FURNISHED EQUIPMENT (GFE). USACE will provide to the Center all known existing studies on the economic and cultural impacts of changing shorelines that have been produced by USACE.

8. BUDGET: \$100,000.

MILITARY INTERDEPARTMENTAL PURCHASE REQUEST

2. FSC	3. CONTROL SYMBOL NO.	4. DATE PREPARED 16-OCT-2009	5. MIPR NUMBER W26HM492899140	6. AMEND NO. 000
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7. TO NOAA COASTAL SERVICES CENTER 2234 SOUTH HOBSON AVENUE CHARLESTON, SC 29405-2413	8. FROM: CORPORATE BUSINESS TEAM CEIWR-CBT INST FOR WATER RESOURCES 7701 TELEGRAPH ROAD CASEY BUILDING ALEXANDRIA, VA 22315-3868
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9. ITEMS ARE ARE NOT INCLUDED IN THE INTERSERVICE SUPPLY SUPPORT PROGRAM AND REQUIRED INTERSERVICE SCREENING HAS HAS NOT BEEN ACCOMPLISHED

ITEM NO. a	DESCRIPTION (Federal stock number, nomenclature, specification and/or drawing No., etc.) b	QTY c	UNIT d	ESTIMATED UNIT PRICE e	ESTIMATED TOTAL PRICE f
1	A1540-10 Regional Version of NSMS [120446] --- Project No.: 120446 ACCTING CLASS: 96 X 3121.0000 Q0X 08 2459 053929 2530 FC6372 140 96449 00008736 WORK CAT CODE: 23900 WORK CAT ELEM CODE: 99999 INITIAL ACCTING CLASS: 96 X 3121.0000 08 053929 LINE ITEM CURRENT UNOBLIG BAL AMT: \$100,000.00		LS		\$100,000.00

10. SEE ATTACHED PAGES FOR DELIVERY SCHEDULES, PRESERVATION AND PACKAGING INSTRUCTIONS, SHIPPING INSTRUCTIONS AND INSTRUCTIONS FOR DISTRIBUTION OF CONTRACTS AND RELATED DOCUMENTS.	11. GRAND TOTAL: \$100,000.00
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REMARKS :
THIS GOVERNMENT ORDER WILL BE ACCEPTED ON A REIMBURSABLE BASIS ONLY.
TO PROVIDE A REPORT WHICH CONTAINS A DESCRIPTION OF THE EXTENT OF, AND ECONOMIC AND ENVIRONMENTAL EFFECTS CAUSED BY EROSION AND ACCRETION ALONG THE SHORES OF THE NORTH ATLANTIC PORTION OF THE UNITED STATES BY 15 SEP 2010, AS OUTLINED IN THE STATEMENT OF WORK

Please have the accepting official sign below and return to the FINANCIAL POC address. EXPIRATION DATE: 30-SEP-2010

RA TECHNICAL POC: KATHERINE TROTT CEIWR-GI 703-428-8066
RA FINANCIAL POC: CAROLYN A ESTEP CEIWR-CBT 703-428-9049
RA TECHNICAL POC ADDRESS: CORPORATE BUSINESS TEAM
INST FOR WATER RESOURCES
7701 TELEGRAPH ROAD
CASEY BUILDING
ALEXANDRIA, VA 22315-3868

PA TECHNICAL POC: JEFF ADKINS PH# 843-740-1244; FAX# 843-740-1313
PA FINANCIAL POC: JOHN SUKYS PH# 843-740-1148; FAX 843-740-1290

___ DIRECT FUND CITE
ACCEPTED ___ REIMBURSABLE _____ DATE: _____ TITLE: _____

12. TRANSPORTATION ALLOTMENT (Used if FOB Contractor's plant)	13. MAIL INVOICES TO (Payment will be made by) CORPORATE BUSINESS TEAM INST FOR WATER RESOURCES 7701 TELEGRAPH ROAD CASEY BUILDING ALEXANDRIA, VA 22315-3868
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14. FUNDS FOR PROCUREMENT ARE PROPERLY CHARGEABLE TO THE ALLOTMENTS SET FORTH ON THE LINE ITEM NOS ABOVE. THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE ESTIMATED TOTAL PRICE.
CAROLYN A ESTEP
BUDGET ANALYST
ELECTRONICALLY SIGNED BY 22-OCT-2009

15. AUTHORIZING OFFICER (Type name and title) ROBERT W BRUMBAUGH SUPV COMMUNITY PLANNER	16. SIGNATURE ROBERT W BRUMBAUGH ELECTRONICALLY SIGNED BY	17. DATE 21-OCT-2009
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