

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
INTERAGENCY FLEET MANAGEMENT SYSTEM
GENERAL SERVICES ADMINISTRATION
AND THE
UNITED STATES ARMY
FORT SILL, OKLAHOMA**

I. PURPOSE.

This Memorandum of Understanding (MOU) summarizes the basic and special service arrangements to be established between the General Services Administration (GSA), Interagency Fleet Management System (IFMS) and the United States Department of Army, Fort Sill, Oklahoma. This MOU will go into effect upon consolidation of the general purpose motor vehicles currently operated at Fort Sill.

A. Summary of Consolidation Proposal. Fort Sill has received approval from the Department of the Army, Office of the Deputy Chief of Staff for Logistics (ODCSLOG), to consolidate its general purpose vehicles with the GSA IFMS. At a minimum, the 710 vehicles listed on the Vehicle Inventory List (See Enclosure A) will be consolidated. Any additional general purpose Army-owned vehicles allocated to Fort Sill will also be transferred to GSA. The IFMS will support Fort Sill requirements by assigning vehicles equal to the number that are consolidated. Additional vehicles, above the number that are consolidated, needed by Fort Sill will be supplied by the IFMS as resources permit. Fort Sill must assure that ODCSLOG has authorized the assignment of additional IFMS vehicles.

1. Cost of Service Comparison. A vehicle consolidation study was jointly conducted by Fort Sill and GSA IFMS personnel in September, 1989. The cost study showed that annual savings to the Government of \$730,433.58 should result from the consolidation. Total cost to the Department of Army under current method of operation for the Fort Sill fleet during fiscal year 1988 was \$2,826,883.26. IFMS support would have cost \$2,096,449.68 for the Fort Sill non-tactical fleet in fiscal year 1988.

2. GSA IFMS Management. The 710 general purpose Fort Sill vehicles will be transferred to, and managed by, the GSA Oklahoma City Fleet Management Center (FMC).

II. GSA IFMS AGREES TO:

Provide basic IFMS fleet services, to include 710 motor vehicles and replacements, maintenance and repairs, and fuel and other petroleum products to Fort Sill. Rental rates will be

charged as specified in GSA Bulletin, FPMR 7-G-162, revisions, and regional supplements thereto. For each IFMS vehicle, a monthly and a mileage rate will be assessed to recover expenses incurred in providing these basic services. Additional charges will be assessed for accessory equipment, as appropriate. Accident damage and vehicle damage will be separately billed to Fort Sill in accordance with FPMR 101-39-4. The IFMS will provide monthly billings for these expenses as appropriate.

A. Vehicle Transfer, Acquisition, and Replacement. The GSA IFMS agrees to accept ownership, on a non-reimbursable basis, of the motor vehicles and related equipment specified on the attached Inventory List (see Enclosure A). The IFMS will provide a comparable number of vehicles to Fort Sill on a long-term assignment. Vehicles that become excess to the needs of Fort Sill, resulting in termination of assignment, will be utilized elsewhere or sold, as determined by GSA. The IFMS will coordinate replacement requirements with Fort Sill and attempt to fulfill authorized additional vehicle needs. The Fort Sill fleet will be brought up to IFMS replacement standards within 5 years.

B. Maintenance and Repair Services. Backlogged maintenance workload, including repair of accident and/or accumulated body damage, will be determined through a joint IFMS/Fort Sill on-site inspection of the fleet. The IFMS will assume responsibility for having this backlogged work performed. Fort Sill will reimburse the IFMS for expenses incurred to have the identified, backlogged repairs performed. Once the backlogged workload has been accomplished, the IFMS agrees to pay charges for all authorized maintenance and repair services, excluding body damage, to IFMS vehicles assigned to Fort Sill.

The IFMS fleet will be principally maintained through an on-site GSA contractor. In addition to the on-site contractor providing for complete repair and maintenance services as appropriate for GSA vehicles, Fort Sill will provide wrecker service as ordered by the Fleet Manager or his representative through a cross-service arrangement. The Centralized Maintenance Control Center (CMCC) or on-site GSA personnel must preauthorize each maintenance or repair order. Additionally, tune-ups, new tires, brake relining, new batteries, wheel balances, wheel alignment, carburetor work, or shock absorbers must have prior GSA approval before a repair order is issued, in accordance with GSA Regional Bulletin FPMR 7-G-162.

C. Substitute Vehicles. The IFMS will make arrangements for substitute vehicles, upon request by Fort Sill, from IFMS established sources for assigned sedans, station wagons, or light trucks of less than 8500 GVWR. Provisions for requesting substitute vehicles are detailed in the GSA Regional Bulletin FPMR 7-G-162. In most cases, the IFMS will continue the monthly charge and discontinue the mileage charge on the assigned vehicle for which a substitute is provided. Mileage charges will be assessed Fort Sill for the substitute vehicle use.

D. Fuel and Other Petroleum Products. A U.S. Government National Credit Card (SF-149) shall be issued for each IFMS vehicle assigned to Fort Sill for use in acquiring fuel and other Petroleum products from the commercial sector. The IFMS will also enter into a cross-service arrangement to obtain fuel and other petroleum products on-site from Fort Sill. Fuel acquired from Fort Sill shall not exceed Defense Logistics Agency (DLA) bulk fuel contract prices plus a surcharge as specified in the cross-service agreement.

E. Short-Term Rental Vehicles. The Oklahoma City Fleet Management Center will make reservations for Fort Sill when short-term rental vehicles are locally required. Charges for such vehicle use will be billed to Fort Sill at prices set forth in joint GSA/Department of Defense car rental basic ordering arrangements. Presently the GSA/Department of Defense car rental basic ordering arrangement is in effect for sedan and station wagon rental only. No on-site dispatching service will be provided by the GSA IFMS.

F. Compliance with OMB Circular A-76. GSA will ensure that IFMS services are in compliance with OMB Circular A-76 contracting out principles. Under GSA management, vehicles assigned to Fort Sill will be maintained by the commercial sector and no on-site IFMS dispatching function will be established. Fort Sill is responsible for ensuring that transportation functions retained by the Army are completed under the provisions of OMB Circular A-76, as appropriate.

G. Service Problems and Agreement Termination. The GSA IFMS will attempt to resolve any service problems identified by Fort Sill. In the event identified problems cannot be resolved to the mutual satisfaction of both agencies, this agreement may be terminated under the conditions set forth in Part III.

III. FORT SILL AGREES TO:

Transfer the ownership of the 710 Army-owned general purpose vehicles and vehicle related equipment listed on Enclosure A and any additional general purpose vehicles allocated to Fort Sill. All vehicles and equipment shall be transferred at no cost to GSA. If the specific vehicles listed on the enclosure are not available at the time of consolidation,

Fort Sill agrees to transfer an equal number of vehicles that are comparable in terms of age, model, year, and odometer readings. Fort Sill agrees to receive from the IFMS, as a minimum, vehicle support equal to the number of consolidated vehicles. Additional general purpose vehicles, above the number consolidated, that are required by Fort Sill and authorized by ODCSLOG will be made available as IFMS resources permit. The cost of transporting vehicles from outside the local area for this purpose will be charged to Fort Sill.

A. Space, Facilities, and Utilities. Fort Sill agrees to provide on-site administrative office space and adequate on-site shop space for vehicle inspection and repair. All space, utilities, building maintenance, and custodial services if available to other activities related to the nontactical fleet operations, normal military police support, and other tenant related services within capabilities and within regulatory constraints shall be provided to the IFMS on a non-reimbursable basis.

The IFMS space shall be structurally sound and equivalent to, or in better condition than, that available to Ft. Sill technical and administrative personnel performing similar work. Space must be weatherproofed with proper insulation and ventilation to provide for adequate heating and cooling as appropriate for the season. The space shall be located adjacent to the motor vehicle operations area. Maintenance facilities must be of sufficient size and clearance to provide for inside inspection and maintenance of all types of vehicles operated by GSA at Fort Sill, including large trucks and buses.

The following buildings located on Fort Sill will be provided for the use of GSA as stated above:

- (1) All of Building 2034 . . . Administrative and/or storage space.
- (2) All of Building 2036 . . . Vehicle Maintenance Space
- (3) All of Building 2037 . . . Vehicle Maintenance Space
- (4) At least 536 square feet of air conditioned and heated administrative office space will be provided by Fort Sill to GSA at no cost for use or modification. Administrative space will be inside or adjacent to one of the Maintenance Buildings used by GSA and or its contractor. Administrative space must have adequate electrical outlets to support at least four work stations, accessibility to water fountains and rest rooms, and proper lighting for an office environment.

B. Position Transfers. Seven Full-Time Equivalency (FTE) positions will be transferred to the IFMS by the Department of the Army to support this consolidation.

C. Procedures and Forms. Fort Sill agrees to follow IFMS procedures and complete and submit, as required, GSA Forms 494 (Monthly Vehicle Use Report), GSA Forms 3478 (Motor Vehicle Service Authorization), and necessary accident reporting forms. Fort Sill will perform vehicle dispatching and control of assigned vehicles.

D. Maintenance and Repairs. Fort Sill agrees to pay charges for backlogged maintenance and repairs as set forth under Part II. Once the backlogged workload has been accomplished, the IFMS will pay for all authorized maintenance and repairs to IFMS vehicles. Preventive maintenance shall be performed at intervals specified on GSA notices (GSA Form 3478). Preauthorization from the Central Maintenance Control Center will be obtained for all maintenance and repairs that are estimated to exceed \$50 in cost, and Fort Sill will pay any charges associated with unauthorized repairs. IFMS vehicles shall be maintained by Fort Sill in a safe, operable, and clean condition.

E. Substitute Vehicles. Fort Sill agrees to continue to pay the monthly charge and have the mileage charge discontinued on an assigned IFMS vehicle for which a substitute vehicle is provided, in accordance with GSA Regional Bulletin FPMR 7-G-162. No monthly or daily charge will be assessed for the substitute. Fort Sill will pay mileage charges incurred in the use of the substitute. Fort Sill is responsible for pick up and drop off of commercial rental substitute vehicle at rental sites.

F. Fuel and Other Petroleum Products. Fort Sill agrees to bill GSA for all fuel and petroleum products provided in support of the GSA fleet under the supplemental cross-service arrangement at actual cost, not to exceed DLA bulk fuel contract prices plus the surcharge specified in the cross-service agreement.

G. Credit Cards. Fort Sill agrees to establish internal control procedures to safeguard SF-149's against potential loss, misuse, and abuse (reference GSA Regional Bulletin FPMR 7-G-162). Fort Sill will pay any charges associated with unauthorized credit card use attributable to negligence of personnel utilizing credit cards issued to Fort Sill by GSA.

H. Short-Term Rental Vehicles. Fort Sill agrees to pay all charges associated with commercial vehicle rentals reserved through the IFMS as provided in Part II E. above.

I. Accidents and Vehicle Damage. Fort Sill agrees to promptly investigate vehicle accidents and to submit required accident reporting forms to the FMC within 5 working days, as stated in the GSA Federal Supply Service Vehicle Operator's Manual (revised February, 1988). Fort Sill agrees that IFMS vehicles, subsequent to an accident, remain under GSA control during the investigative period. GSA will authorize necessary repairs to return the damaged vehicle to service. A substitute vehicle will be provided in accordance with the GSA Regional Bulletin FPMR 7-G-162.

Fort Sill agrees to pay all costs related to accident damage and improper vehicle use or care (reference FPMR 101-39.4), except when a third party was at fault and can be identified, or the damage was due to documented IFMS vehicle mechanical failure, or the damage resulted from normal wear and tear as expected in the operation of a similar vehicle.

J. Transition Requirements. Fort Sill agrees to designate a Transportation Coordinator to work with IFMS personnel during a phase-in period of approximately 90 days before the effective date of this MOU. Fort Sill agrees to assist IFMS in staging vehicles for the purpose of installing GSA identification and markings. Fort Sill shall provide full access to the IFMS to review all records, facilities, and equipment affected by the consolidation and shall participate in the identification of backlogged maintenance as set forth under Part II.

K. Service Problems. Fort Sill agrees to bring any service problems to the attention of supporting GSA Fleet Management Center staff, the IFMS regional office, or the Fleet Management Division (FBF), Washington, D.C. 20406. Both agencies shall attempt to resolve service problems at the lowest possible managerial level. Service problems that are not solved at any lower level may be escalated to the ODCSLOG, Department of the Army and the Commissioner, Federal Supply Service, GSA, for resolution.

L. Agreement Termination. In the event that service problems cannot be resolved to the mutual satisfaction of both agencies, this agreement may be terminated as indicated below.

1. Termination Procedure.

a. Termination actions initiated within 3 years of the effective date of this MOU may be done at the discretion of the Army, provided a written, factual justification to support the decision to terminate is submitted to the Commissioner, Federal Supply Service, GSA.

b. Proposals by the Department of the Army to terminate this agreement after 3 years from the effective date of this MOU shall be submitted by the ODCSLOG, Department of the Army, to the Commissioner, Federal Supply Service, GSA. ODCSLOG and the Commissioner shall negotiate to prevent termination. If agreement is not reached at this level, the Secretary of the Army and the Administrator, GSA, shall attempt resolution. In the event that all attempts at resolution fail, the Secretary of the Army shall submit a written termination request, with factual justification, to the Administrator, GSA. If the Administrator, GSA, does not agree with the Secretary of the Army's request, the Office of Management (OMB) will be requested to make a final and binding decision on the termination action.

2. Reimbursement Procedures. In the event that this agreement is terminated, ODCSLOG agrees to accept reimbursement in an amount equal to the fair market value of the Fort Sill vehicles at the time of consolidation. Reimbursement may be provided by transferring vehicles or funds equal to the fair market value of the consolidated units; the method of reimbursement shall be at the option of the Department of the Army. The transfer of vehicles or funds, as appropriate, will be subject to the approval of the Director, OMB.

Thomas E. Thompson 10/3/89
THOMAS E. THOMPSON Date
Chief, Fleet Management Branch (7FBF)
General Services Administration

[Signature] 3-12-7
Authorized Command Official Date
United States Army

Effective Date of Consolidation _____
Certified as an original document _____

CROSS-SERVICE AGREEMENT
BETWEEN THE
GENERAL SERVICES ADMINISTRATION (GSA)
AND THE
U.S. ARMY, FORT SILL, OK

This cross-service agreement between the U.S. Army and the General Services Administration (GSA) provides fuel and oil for GSA Interagency Fleet Management System vehicles on a reimbursable basis. The authority for GSA to enter into this agreement is contained in the Federal Property and Administrative Services Act of 1949, Section 211, and TPU P 5600.1.

The purpose of this agreement is to mutually benefit both agencies and provide efficiency and economy for the U.S. Government in the operation of motor vehicles. When all factors are considered, this agreement should result in the total cost of supplies and services being less than commercial sources.

The U.S. Army will provide fuel and oil to be dispensed from Army owned facilities where available. Issues of fuel and oil to GSA vehicles will be recorded listing the vehicle tag number, odometer reading, quantity of product, date of issue, and signature of the driver or servicer. This documentation will be provided to the Oklahoma City Fleet Management Center on a monthly basis.

The charge for fuel will be the prevailing tank wagon bulk cost not to exceed Defense Logistics Agency bulk fuel cost for this location plus an 8 percent surcharge per gallon, and the charge for oil will be the prevailing bulk rate plus an 8 percent surcharge per quart. Reimbursement to Fort Sill for fuel and oil dispensed will be accomplished as defined in Attachment A. Fort Sill will provide necessary personnel to procure and dispense fuel, as well as maintain necessary records of the issue. Reimbursement to Fort Sill for all personnel necessary to accomplish this agreement will be made by GSA by means of the surcharge described above.

Fort Sill will provide wrecker service to inoperable GSA vehicles on a reimbursable basis as ordered by the Fleet Manager or his representative. GSA will not reimburse Fort Sill for wrecker service related to actions considered to be caused by driver irresponsibility. Non-maintenance

related calls such as flat tires, lost keys, dead batteries because of lights being left on, and stuck vehicles will not be reimbursed. The charge to GSA for all types of vehicles to be towed within Fort Sill will be \$ 30.00 per tow. Fort Sill agrees to pay the regular monthly and mileage charges for the wrecker if provided by GSA. All supply and personnel expenses related to wrecker service to GSA vehicles as part of this agreement will be the responsibility of Fort Sill.

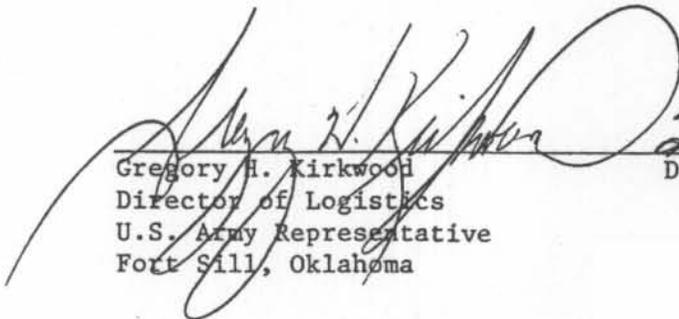
Vehicle washing, as required not to exceed two per vehicle per month shall be provided by Fort Sill and shall be billed to GSA at the rate of \$ 2.50 per washing.

This agreement may be amended or terminated at anytime by mutual consent of the parties concerned, and may be terminated by either party by written notification to other party at least 30 days in advance of the termination date. This agreement supersedes all previous cross-service agreements between these activities.

This agreement will be effective upon the consolidation of the nontactical vehicle fleet at Fort Sill into the GSA Interagency Fleet Management System.

Attachment


Thomas E. Thompson
Chief, Fleet Management Branch (7FBF)
4/30/90
Date


Gregory H. Kirkwood
Director of Logistics
U.S. Army Representative
Fort Sill, Oklahoma
20 MAR 90
Date

FINANCIAL ADDENDUM TO THE CROSS-SERVICE AGREEMENT
BETWEEN THE
U.S. ARMY, FORT SILL, OK
OKLAHOMA CITY FLEET MANAGEMENT CENTER

Abstract of Financial Facts

Billing Procedures

A. OPAC Billings

Reimbursement will be made by On-Line Payment and Collection (OPAC) where applicable. A copy of the OPAC billing and all original supporting documentation will be mailed to the address below no later than five (5) calendar days following the processing of the OPAC transaction into GOALS. No OPAC transaction will be processed later than five (5) workdays prior to the end of the month.

General Services Administration
Finance Division
Accounts Payable Branch (6BCPM)
1500 East Bannister Road
Kansas City, MO 64131

Copies of all OPAC billing supporting documentation will be simultaneously mailed to:

General Services Administration
Oklahoma City Fleet Management Center (7FBF-04)
2800 South Eastern Avenue
Oklahoma City, OK 73129-7600

After review and certification by the Fleet Management Center, the Fleet Management Center will send a certified copy of the documentation to the Accounts Payable Branch (6BCPM).

B. Disputed OPAC Charges

After receipt of the supporting documentation by the Fleet Management Center (FMC), the FMC will ascertain if any charges are incorrect. The FMC will notify the Accounts Payable Branch (6BCPM) via telephone of the correct charges, followed by written confirmation. The Accounts Payable Branch will then charge the billing agency for the amount of the disputed charges and correct the costs of the FMC. It is the responsibility of the FMC and agency to concur on the disputed charges.

C. Non-OPAC Billings

If OPAC is not available, reimbursement will be made monthly upon receipt of Standard Form 1080, Voucher and Schedule of Withdrawals and Credits, or other approved agency forms with supporting documentation indicating the applicable charges.

Supplies and labor provided will be documented. The record of issues will be attached to Standard Form 1080 or other approved agency forms and submitted to the manager of the Oklahoma City Fleet Management Center at the close of business on the last day of each month.

Upon receipt of the aforementioned documents, the Oklahoma City FMC Manager will review the documents, retain the record of issue, approve the Standard Form 1080 or other approved agency forms, and submit it to the Accounts Payable Branch (6BCPM), Kansas City, MO 64131.