51C Proficiency Guide
51C Level One
Proficiency Guide

13 September 2010
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CHAPTER 1

Army Contracting Command (ACC) 51C Level One Proficiency Guide Training Strategy

1. ACC 51Cs complete the initial Army Logistics University (ALU) classes prior to arrival. 51C Officers receive all required Defense Acquisition Workforce Improvement Act (DAWIA) Contracting Level I and II courses during the Army Acquisition Basic Course (AABC) and the Army Acquisition Intermediate Contracting Course (AAICC). 51C Non-Commissioned Officers (NCOs) receive all required DAWIA Contracting Level I courses during AABC or the Mission Ready Airman’s Course. Both Officers and NCOs also receive training on the Procurement Desktop Defense contracting software system.

2. ACC published the 51C Level One Proficiency Guide on 13 Sep 10. The guide contains basic tasks that all ACC 51Cs should be proficient in and it applies to all ACC 51Cs and their assigned senior warranted civilian contracting officer mentors. The guide is applicable to all ACC 51Cs from SSG through LTC with the exception of Senior Enlisted Advisors at the Brigade level.

3. ACC 51Cs should spend the first 12 months of assignment fully integrated into an ACC Contracting Office gaining contracting experience and proficiency under the mentorship of a senior warranted ACC contracting civilian (1102 series). Combat deployments for initial ACC 51Cs, during the first 12 months of assignment, are restricted per the Director of Acquisition Career Management Policy #4.

4. Initial ACC 51C experience should focus on commercial item purchases under the Federal Acquisition Regulation (FAR) Part 12, and supplies, services and minor military construction using Simplified Acquisition Procedures (SAP) under FAR Part 13. More complex contracting requirements should only be taught after the 51C is proficient on the basic tasks within the Level One Proficiency Guide. ACC 51Cs should also be trained to use ACC Reach-back Offices to facilitate complex contracting requirements while deployed. The Joint Contingency Contracting Handbook is provided to all ACC 51Cs and used as a reference book during training and deployments.

5. ACC 51Cs should also take Proficiency Guide online assessments. When a Soldier has demonstrated experience in a task and has passed the online assessment the Soldier’s mentor may sign the tracking sheet to validate task proficiency. The mentor’s signature is an administrative requirement only. The 51C chain of command remains responsible for the overall training status of each ACC 51C.

6. ACC 51Cs should continue their college education to meet the DAWIA contracting certification and accreditation requirements. NCOs without a bachelor degrees should pursue one.

7. ACC 51C Officers are required to obtain DAWIA Contracting Certification Levels: CPT=Level I, MAJ=Level II, and LTC=Level III. ACC 51C NCOs obtain Army Acquisition Corps Accreditation Levels: SSG=Level I, SFC and above=Level II. MSGs, SGMs, and CSMs should obtain DAWIA Contracting Level III Certification.
8. Figure 1-1 shows how mentoring, exercises, and the ACC Proficiency Guide Assessments make up the ACC 51Cs Proficiency Training Process. Year one of the process is designed to build 51C proficiency, experience, and understanding of Contingency Contracting principles.

Figure 1-1. ACC 51C Level One Proficiency Process
CHAPTER 2
ACC 51C Level One Proficiency Guide Tasks

Subject Area 1: Contracting Customer Support Tasks

Task 1-1
IDENTIFY SUPPORTED UNITS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You are tasked with identifying a supported unit for which you will be providing contracting support.

Standards: Identified supported unit(s) and obtained contracting related information about their structure, equipment, mission, key personnel, and processes necessary for effective contracting support.

Performance Steps:

NOTE: CCOs may be assigned to provide contracting support to specific units, or assigned an Area of Responsibility (AOR). As a result, identifying units will be a continuous process requiring this task to be repeated and analysis updated as changes occur.

1. Receive tasking to provide contract support.
2. Identify critical attributes of unit(s).
   a. Type of unit(s):
      1) Branch of units: Provides understanding of operational role and potential contracting needs.
      2) Task Organization: Provides overview of subordinate elements, chain of command, and number of Soldiers to be supported.
      3) Modification Table of Organization and Equipment (MTOE): Provides list of equipment authorized enabling analysis of spares or replacement parts where commercial contracting may be needed to augment the supply system.
      4) Common Table of Allowance (CTA): Identifies support items such as Information Technology authorizations that may need support or replacement through commercial sources.
   b. Mission:
      1) Combat Arms (CA)/Combat Support (CS)/Combat Service Support (CSS): Primary function provides insight as to potential operational needs for interpreters, base support, and other combat enhancing or life support requirements. Additionally, review current and historical contracts to become familiar with existing needs and types of requirements.
      2) Mission Essential Task List (METL) and Tactical Standing Operating Procedure (TACSOP): Provides understanding of missions which may be assigned and how supported unit(s) intend to operate and be familiar with base Operation Order (OPORD) for the theater. Units may doctrinally co-locate, operate from multiple locations, or have missions which require contracting support coordination with contracting assets in another AOR.
Performance Steps:

3) Army Force Generation (ARFORGEN): Unit requirements will vary based on where they are in the force generation cycle. Understanding these differences will enable the CCO to anticipate training, mobilization, deployment, and reset requirements.

   c. Key personnel and support elements.
      1) Commander: Overall responsible for the Unit, sets contracting priorities by commodity.
      2) Executive Officer: Supervises and manages the staff.
      3) G4/S4: Key staff element in determining future requirements which may require a commercial solution.
      4) Resource Manager: Key element responsible for identifying sources of funding, acquiring funds, distributing and controlling funds, and tracking costs and obligations.
      5) Finance Office: Key element responsible for banking and currency support, disbursing functions, and electronic funds transfers.
      6) Property Book Office: Key element responsible for tracking and accounting for equipment received in the unit including contracted procurements.

NOTE: A CCO’s time is valuable and the CCO can be pulled in many directions. Do not attend meetings, or participate in staff actions which do not benefit the contracting process. Exercise good judgment in determining whether the benefits outweigh the costs of attendance or participation.

3. Identify supported unit’s battle rhythm.
   a. Identify reoccurring meetings with contracting impact.
      1) Acquisition Review Board: Provides insight to priorities and future requirements. Contracting Officers are not normally voting members, but advise as subject matter experts.
      2) Finance and Resource Manager Review: Provides updates regarding these important functions, and their potential impact on the contracting process.
      3) Mayor Cell or Forward Operating Base (FOB) Key Leaders Meeting: Provides awareness of local operating procedures that may need to be considered in contracting actions. Additionally, may provide insight into future requirements.
      4) Command and Staff/Training Meetings/Update Brief: Provides situational awareness of current and future operations which may require contracting support.
      5) Regional Contracting Center (RCC)/Directorate Of Contracting (DOC) Policy Meeting: Provides updates on changes to acquisition regulations and local procedures.
      6) Logistics Planning Board: Provides insight on planned changes to logistics support requirements.

b. Identify non-reoccurring meetings with contracting impact.
   1) Relief in Place (RIP)/Transition of Authority (TOA): Facilitates the smooth transition between supported units without disrupting, or causing a break in service.
Performance Steps:

2) Program Budget and Advisory Committee (PBAC)/Unfunded Request (UFR): Periodic meetings which provide detailed information regarding Command priorities and requirements.


4) Close Out Reports.

4. Identify key contracting related processes and procedures.
   a. Requirement routing and documentation: Identify supported Unit’s routing procedures and documentation requirements. Process may be automated or manual, and may have specified routing.
   b. Special Item Approval: Identify any unique local approvals required for specific items. Automation (Cost Account Performance Report-CAPR/Goal 1), service contracts (Service Contract Approval/Contractor Verification System/Synchronized Pre-deployment and Operational Tracker-SPOT), and highly pilferable items will have additional requirements beyond the normal approval process.

Evaluation Preparation and Guidance: Setup: For training and evaluation, assign CCO an Unit to support. Provide all applicable information related to the Unit, equipment, and mission necessary to identify Unit.

Brief Soldier: Given the scenario, correctly determine the key information necessary for a CCO to obtain from a supported Unit in order to accurately identify them and understand their contracting needs.

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<td>2. Identified critical unit attributes.</td>
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<td>3. Identified supported unit’s battle rhythm and processes.</td>
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Supporting Individual Tasks: NA

Supported Collective Tasks: NA
Supported Army Universal Task List (FM 7-15):

ART 4.1.5 Provide Contracting Support


SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties
SN 4.6.1.3.4 Provide Contracting Administration Services
Task 1-2

TRAIN SUPPORTED UNITS
(OPERATIONAL CONTRACT SUPPORT)

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, required automation and office supplies. You have been assigned a unit (normally a Brigade Combat Team) to support and are tasked to train them on operational contracting support to effectively execute their role in contingency contracting.

Standards: Planned, prepared, executed and assessed contingency contracting training for an assigned unit in all phases of the ARFORGEN cycle. After training, the supported unit has trained CORs, FOOs, and leaders capable conducting contract related processes IAW applicable regulations and procedures for both garrison and field environments. The unit is enabled to leverage the effects of the Economic Line of Operations (See DA Execute Order (EXORD) Pre-Deployment in the G3 Training AKO link: https://www.us.army.mil/suite/doc/16595794 folder #2).

Performance Steps:

1. Received mission to provide contingency contracting training and assess contingency execution to a supported unit. Plan, prepare, execute, and assess all training IAW FM 7-0 Chapter 4.

NOTE: CCO should complete Task 1-1; Identify Supported Unit, and Task 1-3; Advise Supported Unit in order to: (1) Ascertain the potential training needs of the supported unit; (2) Establish a working relationship with key leaders; (3) Initiate a collaborative approach to synchronizing and integrating contingency contracting related training.

2. Identify phase of ARFORGEN cycle unit is executing IAW FM 7-0 para. 4-2 to 4-4.
   a. Train/Ready Phase- When supported unit is preparing to conduct higher level collective training and preparing for deployment.
   b. Available Phase- When supported unit is deploying to an ongoing operation or is available for immediate alert and deployment to a contingency.
   c. Reset Phase- When supported unit is redeploying from long-term operations or has completed their planned deployment window.

3. Plan, prepare, execute, and assess contingency contracting training for units in Train/Ready Phase.

NOTE: Identify training needs based on previous assessment. If no previous assessment has been completed, develop training plan based on CCO and unit commander’s assessment and determination.

   a. Plan training for Contracting Officer Representatives (COR), Field Ordering Officers (FOO) and leaders during the Train/Ready phase of the ARFORGEN cycle.
      1) Identify type, volume, and complexity of existing or anticipated contracts routinely required to execute mission. If unit has received a Directed Mission (FM 7-0 para 4-29) and has conducted either a Pre-Deployment Site Survey (PDSS) for a mature Theater, or Mission Analysis (MA) for an immature Theater, utilize those findings to tailor training.

   NOTE: In a mature theater, the unit in theater that your assigned unit will replace can identify current CORs/Commander’s Emergency Response Program (CERP)/PMs/PPOs and the number of FOOS employed as a starting point for training requirements.
Performance Steps:

2) With the supported unit, determine the appropriate number of CORs/ACORs to train.
   a. Identify skill-sets required to oversee technical aspects of contract.
   b. Identify responsibilities of individuals within the unit being considered for nomination as a COR, and verify responsibilities will not conflict with COR duties.

3) With the supported unit, determine the appropriate number of FOOs to train.

NOTE: The FOO program is essentially a replacement in theater for the Government Purchase Card. The number of card holders in a unit is a good basis for the number of FOOs.

   a. Identify number based on doctrinal employment of forces, or if a Directed Mission has been identified, the planned array of forces which may impact the number of FOOs required.
   b. Identify responsibilities of individuals within the unit being considered for nomination as a FOO, and verify responsibilities will not conflict with FOO duties.

4) With the supported unit, identify those individuals requiring Contracting 101 training (CERP PPO/CERP PMs/COR/FOOs).

   a. Recommend two training phases, one for leaders and one for contracting focal points.

NOTE: Focal points are the contracting executers in the supported unit.

   b. Recommend BCT and Battalion Commanders, Deputy Commanders, Executive Officers (XO) and the S4s attend session one.
   c. Recommend a primary and an alternate focal point per battalion and brigade level serve as contracting focal points and attend session two. Unit S4 participation here as well is a plus but not required.

NOTE: Focal points are not required by regulation but their use should be encouraged. Contracting focal points serve as the unit level -gate keeper- to contracting limiting the typical daily interaction with the unit to the focal point and XO. Their increased level of contracting knowledge and immediate availability to the unit and contracting officer serves to minimize unauthorized commitments and maximize contracting process efficiency.

   d. Identify the responsibilities of individuals within the unit being considered for contracting focal point duty, and verify responsibilities will not conflict with contracting focal point duties.
   e. Identify contracting focal points.

5) Prepare Training for CERP PPO/CERP PMs/COR/FOOs and individuals requiring Contracting 101.

NOTE: FOO and Pay Agent (PA) training should be conducted together to provide an understanding of the roles and responsibilities of each position. However, PA training is a finance responsibility. Coordinate with the supporting finance detachment and include them in the scheduling process.
Performance Steps:

a. Tailor training based on Directed Mission by incorporating most recent local instructions. Obtain current briefing materials from supporting contracting elements in Theater and have them identify trends and areas of emphasis which should receive focus in the training.

b. Identify relevant cultural elements of business practices in the region. Address customs which are prevalent in the area that must be understood to obtain a fair price, and when practices conflict with Government ethics and acquisition regulations (i.e., gifts or bribes as a standard and accepted part of business).

c. Ensure COR training plan includes all required training identified in Task 2-13; Train, Appoint, and Manage a COR.

d. Ensure FOO training plan includes all required training identified in Task 4-2; Train Appoint, and manage OO/FOO.

e. Ensure Contracting 101 covers the contracting process from cradle to grave emphasizing unit specific involvement, the commander’s ability to set contracting priorities by commodity area, procurement action lead times, spend plan, colors of money, the requirements for a COR and FOO, contracts the unit will assume in theater, and specifics regarding in theater contracting support. Tailor the depth of the training to the audience, with the focal points being more detailed than leader Contracting 101.

f. Identify and prepare necessary resources such as handouts, sample contracts, purchase requests.

g. Rehearse training presentation.

6) Schedule training for CERP PPO/CERP PMs/COR/FOOs and individuals requiring Contracting 101.

a. Schedule appropriate times and locations for training and resources.

NOTE: It may be beneficial to conduct the leader Contracting 101 training prior to all other training. Educating leaders first enables them to better appreciate the capability CCOs bring to the field through their own actions and those of FOOs and CORs. They are also better able to select the right FOO, COR and contracting focal points.

7) Execute Training for CORs/CERP/PMs/PPOs/FOOs and Contracting 101 participants.

a. Document training and those attending.

b. Provide required resources and materials to attendees.

c. Upon completion, provide certifications and appointment orders when applicable.

8) Assess COR, FOO and Contracting 101 training.
Performance Steps:

b. Improve training content and format as necessary.
c. Document and share assessment within contracting unit.
d. Develop training for processes related to Contingency Contracting during the Train/Ready phase of the ARFORGEN Cycle.

9) Plan training for processes related to Contingency Contracting.
   a. Review supported unit’s TACSOP.
   b. Identify procedures for submitting and approving requirements.
   c. Identify procedures for use of GPC and FOO programs.
   d. Identify linkage to resource managers and property book.

NOTE: Supported units may not have a well developed TACSOP that addresses contingency contracting. In these cases the CCO will have to advise the command and collaboratively work with them to develop standards for how they operate.

10) Review unit’s assigned Directed Mission, if applicable.
   a. Obtain Theater-specific governing regulations and acquisition instructions.
   b. Identify contracting support structure for Theater.
   c. Coordinate with Theater contracting elements for additional training requirements.

11) Review unit’s near-term, short, and long-range training, as defined in FM 7-0.
   a. Identify significant training events and opportunities to inject contingency contracting training into planned exercises.
   b. Identify any Combat Training Center (CTC) rotations.
   c. Determine capability to support exercises with assigned CCOs and coordinate for additional resources as necessary.

12) To the maximum extent practicable, replicate contingency contracting procedures in the garrison environment, e.g.; the CCO can serve as the contracting officer supporting the deploying unit in the local contracting officer (RCO or DOC).

NOTE: Train as you will fight is one of the seven Principles of Training (FM 7-0, para 2-1). Effectively incorporating this principle into training is a challenge due to the regulatory and structural differences between contracting in a contingency and garrison environment. Whenever possible, implement similar procedures and at a minimum identify deviations in the process.
Performance Steps:

13) Prepare training for contingency contracting procedures.
   a. Identify current readiness and training level with regard to contingency contracting.
   b. Develop training objectives with the supported unit’s command.
   c. Utilize crawl-walk-run concept (FM 7-0, para 2-28) to build proficiency.

NOTE: The crawl phase of training was accomplished in step c above. The walk phase should be executed at home station during local collective training events. The run phase is training at the JRTC or NTC with CCO involvement in support of units during reception, staging, actions -in the box‖ and when preparing to redeploy.
   d. Develop Master Scenario Events List, vignettes, or triggering events that initiate the training.
   e. Determine how and by whom the training will be evaluated.
   f. Rehearse training and synchronization with broader training objectives of supported unit.

14) Execute contingency contracting procedure training.
   a. Perform role of required notional elements necessary for training value.

NOTE: Replicating the review processes conducted by higher echelons, both in contracting and supported unit channels, may be required to facilitate the training and meet objectives.
   b. Conduct ―hot Washes‖ and AARs at appropriate points during execution.
   c. Modify training objectives, as necessary, based on execution of exercise.

15) Assess contingency contracting procedure training.
   a. Provide a timely, concise, and actionable assessment of the training providing recommendations for areas to sustain and improve.
   b. Identify and recommend changes to supported unit’s TACSOP.

b. Plan, prepare, execute, and assess contingency contracting training for units in Available phase.

NOTE: Training does not stop when a unit is deployed (FM 7-0, para 2-41 and 3-46). This training consideration is particularly important for contingency contracting related tasks where policies and procedures frequently change.

1) Plan training during the Available phase of ARFORGEN cycle.
   a. Identify Battle Rhythm of supported unit and supporting contracting element to synchronize conduct of training.
   b. Plan for training resulting from Relief in Place (RIP)/Transition of Authority (TOA) or personnel turnover.
Performance Steps:

c. Identify sources of change to processes effecting contingency contracting operations such as:
   1. Changes in Federal Acquisition Regulations.
   2. Changes in Theater-specific Acquisition Instructions.
   3. Changes in requirement approval process or local contracting office procedures.
   4. Operational changes.

NOTE: Prioritize training. Because sufficient resources, especially time, are not available, units cannot train to standard on every task needed for all operations across the spectrum of conflict (FM 7-0, para 4-28).

d. Identify when to conduct training at pre-established times or when a flexible schedule is required to meet supported unit’s needs.

e. When possible, establish set times for training for CERP PPO/CERP PMs/COR/FOOs in order to limit the disruption to the supported unit.

f. Determine when changes require immediate training in order to support or comply with shifts in policy or procedures.

g. Coordinate training for unique elements unable to have their training needs satisfied by the training plan for the rest of the supported unit due to location, mission, or availability during scheduled times.

2) Prepare training during the Available phase of ARFORGEN cycle.

   a. Develop training materials that can be referenced (Smart Book) at a later time to reinforce objectives.

   b. Execute training during the Available phase of the ARFORGEN cycle.

NOTE: Training while deployed is subject to a greater number of variables than in the Train/Ready phase. Execution may require adjustments regardless of the flexibility built into the training plan.

3) Assess training during the Available phase of the ARFORGEN cycle.

   a. Identify if training provided the level of expertise required to accomplish the mission. Operational missions reinforce what individuals and units learn in the institutional and operational training domains (FM 7-0, para 3-45).

   b. Adjust training priorities based on success/failure of training meeting operational needs.

   c. Plan, prepare, execute, and assess contingency contracting training for units in Reset phase.
Performance Steps:

NOTE: Units usually do not have all their equipment available during the Reset phase (FM 7-0, para 4-119). As a result, focus of training as it relates to contingency contracting should focus on institutional and individual training, and the refinement of contracting processes.

1) Plan contingency contracting training for units in Reset phase.
   a. Review supported unit’s AARs and documented lessons learned identified during mission execution during the Available phase.
   
   NOTE: If AAR has not been completed and lessons learned have not been captured by the supported unit, the CCO should coordinate with the leadership to assess contingency contracting related performance during previous mission cycle.
   b. With the supported unit, identify personnel turnover in contracting related positions and develop transition and replacement plan.
   c. Review TACSOP with supported unit and identify areas for refinement.
   d. Identify long range training events such as Combined Training Centers that will require additional resources and planning.

WARNING: Units returning from a deployment will need to adjust to the differences in the acquisition procedures from Theater to a garrison environment. CCOs should incorporate this aspect into the planning of contingency contracting training.

2) Prepare contingency contracting training for units in Reset phase.
   a. Emphasize local acquisition procedures that differ from those governing deployment. Prepare training with operational focus, but also address correctness in meeting installation support requirements in the acquisition process.
   b. Implement crawl-walk-run strategy based on level of training and proficiency.
   c. Coordinate with supported unit for incorporation of Contracting Support Integration Plans in Operational Orders for major planned exercises. Jointly establish and prepare contingency contracting training objectives.

3) Execute contingency contracting training for units in Reset phase.
   a. Administer individual training in classroom environments.
   b. Participate in collective training events providing tough, realistic, standards-based, performance-oriented training (FM 7-0 para. 2-1).

4) Assess contingency contracting training for units in Reset phase.
   a. Evaluate training progress and build upon individual training.
   b. With the supported unit, revise TACSOP as tactics, techniques and procedures are refined.
**Evaluation Preparation and Guidance:** Setup: For training and evaluation, assign CCO an unit to support. Provide CCO with an assessment of unit’s current training status, near, short and long term training plans, and the information gathered from completing Task 1-1; Identify Supported Unit.

**Brief Soldier:** Given the scenario, effectively discuss the steps you would take in coordination with the supported unit to plan, prepare, execute, and assess their contingency contracting during their current ARFORGEN phase.

**Performance Measures:**

1. Planned, prepared, executed, and assessed training throughout all phases of ARFORGEN cycle.
2. Assisted in the development and implementation of unit’s TACSOP.

**References:**

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<tr>
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<td>FAR – Acquisition Planning</td>
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<tr>
<td>715-xx</td>
<td>YES</td>
<td>AR - Government Purchase Card Program</td>
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**Supporting Individual Tasks:**

1-1 Identify Supported Units  
1-3 Advise Supported Units Regarding Acquisition Matters  
2-13 Train, Appoint, and Manage a COR  
4-2 Train, Appoint, and Manage a OO / FOO

**Supported Collective Tasks:** NA

**Supported Army Universal Task List (FM 7-15):**

ART 4.1.5 Provide Contracting Support

**Universal Joint Task List Tasks (CJCSM 3500-4E, Universal Joint Task List Database with Conditions, Version 3, Posted 12 March 2009):**

SN 4.6.1.3.1 Acquire Supplies and Services by Contract  
SN 4.6.1.3.2 Perform Contracting Officer Duties  
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties  
SN 4.6.1.3.4 Provide Contracting Administration Services
Task 1-3
ADVISE SUPPORTED UNITS
(REGARDING CONTRACTING MATTERS)

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned an unit to support and are tasked with advising them on acquisition matters throughout the planning and execution cycles of their budget. This effort is heightened during the preparation for an exercise or contingency deployment.

Standards: Provided advice to supported unit applying principles of best business practices, FAR Part 7, and the Military Decision Making Process leaving the unit able to make well informed procurement decisions supporting economic line of operation as established by FM 3-0, para. 6-60.

Performance Steps:

NOTE: Planning is a continuous process (FM 5-0, para. 1-36) and therefore advising decision makers is continuous as well. Input may be provided as a result of execution of standard operating procedures, a request from the supported unit, or through CCO identification of an area where advisement is warranted. See Prepare A Contract Support Integration Plan if, executing only that task.

1. Identify a circumstance, or opportunity in the exercise/deployment planning process, acquisition planning process, contract formation, or contract administration phase of acquisition where advisement to a supported unit is warranted.

2. Advise supported unit during the planning phase.
   a. Provide supported unit with a capabilities brief of assigned CCOs and the limitations of their authority. Identify applicable thresholds, restrictions, and local policies which may impact their decision making.
   b. Advise during Acquisition Review Boards if unit is conducting them.
   c. Provide advice during the supported units Military Decision Making Process (MDMP) for operational and training missions.

NOTE: CCOs are rarely task organized as permanent staff members to a supported unit, however, they are relied upon to provide contracting subject matter expertise in the MDMP process for acquisition related decisions. Information and analysis provided to the requirements, resource management, and logistics staff sections is critical to providing commanders with the input necessary to make well informed decisions.

1) Participate in the orders process as necessary.
   a. Review Contracting Support Integration Plan (Task 1-4).
   b. Respond to requests for information from the commander and staff elements.
   c. Be aware of planning horizons (FM 5-0, para. 1-86) and identify critical timelines for input.

2) Coordinate with additional Expeditionary Contracting Command (ECC) units, or Joint contracting units as necessary.
Performance Steps:

d. Provide Pre-Deployment Site Surveys Support (PDSS) and/or advise.

NOTE: If directly supporting the deploying unit during their deployment, seek PDSS attendance. If not, the G4/S4 must act on your behalf.

1) Coordinate with G4/S4 in advance of their departure to establish the contracting focused agenda for their survey.

2) Obtain customer handbook from supporting regional contracting office and POCs from that office who will be providing support.

3) Identify all in Theater contracts they will inherit during the transition of authority.

   a. Specifically determine which contracts require CORs and the technical expertise required to effectively perform those duties.

   b. Identify contracts supported through Logistic Civilian Augmentation Program (LOGCAP) and customer responsibilities necessary to support them.

4) Obtain information specific to the OO/FOO program and unit responsibilities related to its execution.

NOTE: CCOs will often provide planning assistance to an unit that will receive their mission support from another element of the ECC or in a mature theater, an existing joint contracting structure. It is important to synchronize planning for an unit through these channels, e.g.; basing planning for deployment to Iraq on the existing Joint Contracting Command Iraq Acquisition Instruction.

   e. Provide advice in the planning and execution of supported units fiscal year budgets.

      1) Identify expiring contracts and contracts with available options coming due.

      2) Identify re-occurring requirements from historical data.

         a. Recommend commodities or services for consolidation to obtain efficiencies of scale IAW FAR Part 7.202.

         b. Identify when a more flexible contract vehicle may be beneficial.

         c. Identify impact of changes in the market place and acquisition regulations.

3) Prepare for end of fiscal year budget execution.

   a. Coordinate with requiring activity and resource managers to develop local policies.

   b. Advise on bona fide need and application IAW U.S.C. Title 31, Section 1502(a).

   c. Advise on the utilization of availability of funds clauses from FAR Part 52 when appropriate.

   d. Advise on the ability to respond to items on the Unfunded Requirements List (UFR).

   f. Advise supported unit on their policies and procedures which support, or impact the effective, timely, and legal acquisition of supplies and services.

      1) Assist in the development of a comprehensive acquisition training strategy.

NOTE: This task focuses on advising the supported unit on how to best incorporate acquisition training into their overarching training strategy. The tasks, conditions, and standards for the execution of training are outlined in Task 1-2, Train Supported Units, on operational contract support.
Performance Steps:

a. Synchronize CCO availability with supported units training needs. Utilize both re-occuring training at pre-established times and coordinated training scheduled IAW with FM 7-1, Chapter 4.

b. Recommend and support incorporation of a contracting block of instruction into local courses and scheduled briefings/meetings. Tailor instruction for audience and their specific role and need for awareness in the process.

NOTE: Local installation training, such as Commander/1SGs and XO/S3 courses, are ideal venues to present blocks of tailored instruction. CCOs should proactively engage commands for their inclusion in these preparatory courses.

2) Advise, in concert with the local Agency/Unit Program Coordinator, on the use of Government Purchase Card (GPC) IAW AR 715-xx and local procedures. Identify positive/negative trends, results from inspections, and areas of risk.

3) Advise on the processing of requirements packages.
   a. Provide awareness of acquisition timelines and the need to ensure solicitation, evaluation, and delivery times are considered when backwards planning from a required delivery date.
   b. Advise on the routing of requirements for local purchase IAW AR 710-2, para. 4-16.
   c. Advise and provide recommendations on the utilization and establishment of approval chains in Acquiline, or other automated requirements processing.

4) Advise on the selection, nomination, and appointment process for CERP PPO/CERP PMs/COR/FOOs.
   a. Determine training requirements which can be met prior to deployment.
   b. Advise on the required rank, skill-sets, and ethical values which should be considered in nominating a Soldier for these roles.

3. Advise supported unit during the contract formation phase.

NOTE: CCOs should continue to develop and revise standard operating procedures as well as create or improve customer handbooks as a Theater matures. Each contingency and the governing acquisition instructions will vary. It is important to provide the supported units with tailored instructions and guides that facilitate the acquisition process for the specific Theater and supporting contracting office.

   a. Provide advice on the characteristics of a requirements package that make it actionable.

NOTE: See Task 2-2; Review Purchase Request and Supporting Documents.

   b. Advise on required approvals and documentation.
      1) Justifications for restricting competition.
      2) Documentation for the appointment of CERP PPO/CERP PMs/COR/FOOs.
      3) Service contract approvals.
   c. Advise when mission critical requirements may not be met.
Performance Steps:

1) Notify requiring activity if a milestone/contracting action has not been met/completed which may result in the inability to satisfy all elements of the requirement. If quantities, required delivery date, specifications, or any other element of the requirement are in doubt, provide a summary of the situation in order to facilitate the execution of contingency planning.

2) Provide alternative solutions based on situation.

3) Update activity on changes in requirement status.

d. Provide templates, flow diagrams, and checklists which clarify process.

2. Advise supported unit during the contract administration phase.

a. Report all contracting actions meeting Commander’s Critical Information Requirement (CCIR) criteria from published orders IAW FM 5-0, para. 3-79.

b. Advise the supported unit’s command of incidents of expected fraud or ethics violations.

c. Identify when decision points are approaching.

1) Advise when period for exercising an option is reached (See Task 3-4; Exercise Option).

2) Advise when a service contract period of performance is ending.

CAUTION: Notify supported unit in sufficient time for them to: (1) Determine whether continuation of the service is required. (2) Obtain any required approvals. (3) Provide requirement to CCO in time to for execution of all required contracting actions necessary with no break in service.

d. Advise on the importance of accurately documenting and reporting contract performance.

1) Quality Assurance Surveillance Plan (QASP) execution.

2) Role of COR.

3) Inspection and acceptance at receiving points.

e. Provide summary data on contracting actions as necessary.

Evaluation Preparation and Guidance: Setup: For training and evaluation, assign CCO a unit to support. Provide request for information from supported unit, all required information related to an acquisition issue, and the applicable regulations, orders, and documents necessary to evaluate the situation.

Brief Soldier: Given the scenario, effectively advise the supported unit and respond to their request for information.

Performance Measures:  

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<tr>
<th></th>
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<tbody>
<tr>
<td>1. Identified situations requiring advisement to supported unit.</td>
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<td>2. Advised supported unit.</td>
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<td>Army Regulation- Government Purchase Card Program</td>
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Supporting Individual Tasks:

Task 1-1 Identify Supported Units
Task 1-2 Train Supported Units on Operational Contract Support
Task 2-13 Train, Appoint, and Manage a COR
Task 3-5 Monitor Contract Performance
Task 4-2 Train, Appoint, and Manage a OO / FOO

Supported Collective Tasks: NA

Supported Army Universal Task List (FM 7-15):

ART 4.1.5 Provide Contracting Support


SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties
SN 4.6.1.3.4 Provide Contracting Administration
Task 1-4

REVIEW CONTRACT SUPPORT INTEGRATION PLANS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, required automation and office supplies. You have been assigned an organization to support and are tasked to review the higher echelon Contracting Support Integration Plan (CSIP) and review a supporting CSIP, or supporting local procedures, for the area, operating base, or organization(s) you are providing contract support.

Standards: Conducted mission analysis, identified key tasks related to contingency contract support, and review CSIP IAW JP 4-10. The intended result of the CSIP review is the effective communication and synchronization of contracting's role in the current operation.

NOTE: Key tasks for reviewing CSIPs include: Identify mission, Identify OCS C2/SCO, Indentify Friendly Forces (other organizations with contracting authority-their roles, responsibilities, and how to obtain support), Identify Host Nation (HN)/Acquisition and Cross Servicing Agreements (ACSA), Identify Joint Acquisition Review Boards (JARB) thresholds and procedures, Identify Joint Contracting Support Board (JCSB) requirements/procedures, Identify priorities of support, identify reporting requirements and Identify finance office.

Performance Steps:

NOTE: Guidance for the review of a Contracting Support Integration Plan (CSIP) can be found at Appendix E of Joint Publication 4-10; Operational Contract Support.

NOTE: IAW JP 4-10 in all operations where there will be a significant use of contracted support, the supported Geographic Combatant Commander (GCC) and their subordinate commanders and staffs must ensure that contracted support is properly addressed in the appropriate OPLAN/OPORD.

1. Receive Warning Order (WARNO) initiating the Military Decision Making Process and Orders process IAW FM 5-0.

NOTE: Unless assigned to a Joint or Service level staff preparing an OPLAN/OPORD, a CCO will not be expected to develop a CSIP addressing the strategic/operational scope of operations for which these levels are focused. However, all CCOs must understand the CSIP, be capable of implementing supporting instructions, and advise tactical level commanders in these areas by providing support to their orders process. The CSIP format below should be tailored for the appropriate staff level the CCO is supporting, with the objective being an annex to the supported organization's order. The contracting annex, CSIP, defines how contracting will be a combat multiplier in the operation and the essential processes and procedures necessary to implement this capability.

2. Conduct mission analysis.
   
a. Utilize information obtained from Task 1-1; Identify Supported Unit, to determine existing known or potential requirements.

b. Identify the OCS C2 structure (SCO), and other organizations with Acquisition authority to ensure coordination, prevent competition and/or duplication of effort.

c. Review orders of higher headquarters and identify tasks from the CSIP (or appropriate annex if numbering is different).

d. Review governing acquisition instructions and directives for the Theater of operation.

3. Review supporting CSIP for incorporation into supported organization’s order IAW the JP 4-10, Appendix E format, and tasks identified in higher echelon CSIP.
Performance Steps:

a. Situation.
   1) Enemy. See Annex B (Intelligence). Highlight any information with a direct impact on contracting operations.
   2) Friendly. Identify additional contracting support elements to include other agency, Combined, Joint and Army level contracting offices in theater e.g., Embassy Contracting Offices, Joint Contracting HQ, and Defense Contract Management Offices.

b. Mission. Provide a mission statement regarding the operational contract support addressing the who, what, when, where, and why specific to the supported organizations mission. (e.g., Team/Regional Contracting Center provides, contingency contracting, COR training, and FOO program management in order to support organization’s operational objectives NLT date/time).

c. Execution.
   1) Concept of Operations. Identify contracting support in terms of phases of the operation identified in the base order.
      a. Address changes across the phases in the contracting structure and approval authorities.
      b. Identify priorities of contracting support (named operations, force protection, life-support, facilitation, etc.).
      c. Identify transition from LOGCAP to Theater Support Contracts.
      d. Identify reach-back capability.
   2) Systems Support Contracts: Identify supported organization’s equipment with contractor logistics support. Coordinate as necessary to ensure COR responsibilities are met.
   3) External Support Contracts: Identify support provided by LOGCAP and Army wide contracts, or other service Civil Augmentation Program contracts (AFCAP, US Navy Global Contingency Capabilities Contracts, DLA Prime Vendor, etc.). Identify the process for requesting this support.
   4) Theater Support Contracts: Identify requirements consolidated at the Theater level and contracts available for use. Identify the process for requesting this support.
   5) Tasks: Identify specified, implied, and essential tasks.
      a. Establish a contracting office.
      b. Manage COR Program.
      c. Manage OO/FOO Program.

NOTE: Include more specific information related to programs or processes as an Appendix to the Annex.

   d. Define the method of contracting for critical contingency contracting requirements (e.g., force protection measures, ice, water, housing units, tents, meals, translators, power generation, Non-Tactical Vehicles, Class IV, etc.) in order to establish contingency operating base(s), in order to facilitate base operations, provide transportation, establish etc.

NOTE: If the base order contains specific known requirements for supplies, services, or construction, include those tasks in paragraph 5.

   d. Administration and Logistics.
Performance Steps:

NOTE: This paragraph is the appropriate place to address standard operating procedures. Identify all known times such as monthly OO/FOO clearing, reoccurring training, and requirements processing procedures the supported organization must understand.

1) Administration: Address major administrative functions vital to the synchronization and execution of contracting support.
   a. Coordination Board: Identify coordination boards such as JARBs. Specify their scope and the process for their execution.
   b. Non-DoD Contracting Relationships: Describe how Non-DoD organizations will synchronize their contracting efforts with DoD if applicable at your level of execution.
   c. Contractor Accountability: Specify responsibilities for contractors, CORs and contracting officers to input and validate/approve contractor personnel in the DoD approved contractor accountability database prior to deployment.
   d. Pre-Deployment Training and Theater Entrance Requirements: Address the requirement for contractors to meet all training and entrance requirements prior to deploying.

CAUTION: The Synchronized Pre-deployment and Operational Tracker (SPOT) database identifies critical information regarding contractors supporting operations. CCOs must be familiar with, and also make CORs aware of, the authorizations for each contractor.
   e. Reports: Identify reports required by higher headquarters. Ensure if supported organization is involved in the data collection plan to identify their role and requirements.

2) Logistics.
   a. Funding: Identify supporting finance detachment or organization.
   b. Reach-back Support: Identify reach-back capabilities and how they will support.
   c. Facilities: Identify requirements necessary to support the operation of the RCC.
   d. Communication/Network Support: Identify requirements for communicating with customers, vendors, and higher echelon contracting elements.
   e. Legal Support: Identify unit/office providing contract law support.
   f. Translation Support: Identify need for translation support when communicating with the local vendor base.
   g. Transportation: Identify need for transportation and security of contracting elements.

3) Command and Control (C2).
   a. Command. Provide the contracting C2 structure.
   b. Contracting and Command Authority. Specify the differences between contracting and command authority. Include references to OO/FOOs and CORs from the supported organization who will have contracting authority extended to them and their responsibilities regarding that authority.
   c. Coordinating C2 Relationships. Identify additional contracting assets outside of the C2 structure and the support relationship and capabilities they provide.
Evaluation Preparation and Guidance: Setup: Provide CCO with a WARNO for his supported organization, the applicable instructions and regulations for the Theater of operation, and all necessary materials to prepare a CSIP.

Brief Soldier: Given the WARNO, conduct mission analysis and prepare a CSIP for inclusion in supported organizations order.

Performance Measures:

1. Received and analyzed the mission.
2. Review a CSIP.

References:

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Supporting Individual Tasks: NA

Supported Collective Tasks: NA

Supported Army Universal Task List (FM 7-15):

ART 4.1.5 Provide Contracting Support


SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties
SN 4.6.1.3.4 Provide Contracting Administration Services
Subject Area 2: Contracting Pre Award Tasks
Task 2-1
Procurement Desktop-Defense (PD2)

Conditions: While assigned as a Contingency Contracting Office (CCO) in a Garrison of Field environment with access to the FAR, DFAR, AFARS, and other materials. You are tasked with properly operating PD2 to construct a Solicitation (T1 Contract), Purchase Order (PI Contract), modify a Purchase Order, GSA Order (F1 Contract), Indefinite Delivery Indefinite Quantity (IDIQ) Call (D1 Contract), Blanket Purchase Agreement (BPA) Call Order (A1 Contract) and Close-out Procedures.

Standards: CCO will have knowledge and understanding how to operate the functions within PD2 to properly maneuver through the system and start each of the above actions.

Performance Steps:
1. Start a Solicitation (T1 Contract) in PD2.
   a. Highlight PR&C, click Procurement, click Pre-Award, click Solicitation, Click 1449, and click Small Purchase. Click Small or Large Purchase to create the Solicitation Number.
   b. Tab Items 1-16.
      1) Hold Shift Key and double click on Solicitation Issue Date to enter appropriate date for issue.
      2) Hold Shift Key and double click Offer Due Date/Local Time and enter the end date of Solicitation.
      3) Ensure information administration information is correct, to include: contracting officer’s name and contact information, the issuing unit and the requiring activity (deliver to address).
      4) Enter type of acquisition, SIZE STD and the NAICS.
      5) Conduct internal SOP to complete the solicitation.
   c. Tab Items 17-26.
      1) Alter existing Line Items if need be by double clicking on already existing Line Items.
      2) Insert Line Items by highlight Line Items, click add, click Add CLIN.
         a. Detail Tab: Input CLIN information to include: Description, Extended Description, Quantity, Unit Price, Unit of Issue. Double click Delivery Tab and input your delivery details and POP.
         b. Description Tab: Enter the following: FSC, Program, MDAP/MAIS, WSC, SIC and NAICS Codes. Double click Inspection/Acceptance Tab and enter inspection and acceptance agency and appropriate number for days.
         c. Funding Tab: Click Add Funding and insert the 65 Digit Fund Cite.
   d. Tab Items 27-31. There should be no Change to this section.
   e. Clause Tab.
      1) Highlight Add Clause.
Performance Steps:

2) Type in the Clause Number after the % sign.

3) Click on appropriate location to insert clause (SF 1449 – Continuation Sheet or Block 30).

4) Double Click on the highlighted clause.

5) To edit clause double click on the clause which needs editing and edit, click save and close.

f. Click Save and close the Solicitation.

g. Generate the Document.
   1) Highlight the Solicitation, Right click on the Highlighted Solicitation, click on Generate Document, click OK.

2) View the Generated Document for errors.
   a. Right Click the Highlighted Solicitation, right click and click on print preview.
   b. View the Generated Document for errors.
   c. When reviewed, close document.

3) Approve the Solicitation.
   a. Highlight the solicitation, right click on the document, tab down to approvals.
   b. Click Pre-approve for errors and checks.
   c. Tab down to the appropriate document for approval.
   d. Tab down to approve and click ok.

h. To release the Solicitation.
   1) Highlight the document.

2) Click on the -Release\ Tab.

2. Start a Purchase Order (-Pl Contract) in PD2.

a. Highlight Solicitation, click Procurement, click Pre-Award / Award, click Commercial Purchase (SF 1449), and click Small Purchase.

b. Tab Items 1-16.
   1) Enter the Award Effective Date by holding down the shift key and double clicking on the Award Date box.

2) Insert the Discounted Terms.

c. Tab Items 17-26. Enter in the Contractor/Offeror information.
   1) Type in the vendor/contractor’s name or business title.
   2) Highlight correct vendor’s name and information.
   3) Click Select and double click on each line item.
   4) Detail Tab: Enter in appropriate Line Item Price quoted and any other line item negotiations made on behalf of the vendor and requiring activity.
   5) Funding Tab: Ensure there have been no changes to the funding and Click the –Funds Available\ Box.
Performance Steps:

d. Tab Items 27-31. Line 28: Enter appropriate number of signed SF 1449s contractor should sign and return to the contracting office.

e. Clause Tab: Insert additional Clauses if needed.

f. Click Save and close the Purchase Order.

g. Generate the Document.
   1) Highlight the Purchase Order, Right click on the Highlighted Order, click on Generate Document, click OK.

   2) View the Generated Document for errors.
      a. Right Click the Highlighted Order, right click and click on print preview.
      b. View the Generated Document for errors.
      c. When reviewed, close document.

   3) Approve the Purchase Order.
      a. Highlight the Order, right click on the document, tab down to approvals.
      b. Click Pre-approve for errors and checks.
      c. Tab down to the appropriate document for approval.
      d. Tab down to approve and click ok.

h. To release the Purchase Order.
   1) Highlight the document.

   2) Click on the -Release Tab.

3. Start a Modification Order in PD2.

   a. Highlight Award.

   NOTE: If award is an IDIQ or BPA, CCO will highlight the last awarded call, DO, or TO when constructing the modification.

   b. Click procurement, click Post Award, and click Modification.

   c. Add Reason for Modification.

   NOTE: Always place a FAR reference in the modification that allows the CCO to conduct the modification action.

   d. Conduct internal SOP to complete the Modification Order.


   a. Highlight PR&C, Click Procurement, Click Post Award, click Orders, click Commercial FSS Orders/DO/TO (SF 1449), Click Non-DoD / GSA Schedule Order, (Click Drop down menu) Non-DOD/GSA number, find GSA number, highlight GSA number, and click Okay.

   b. Follow steps 2b to 2f to complete the construction of a GSA order via PD2.
Performance Steps:

NOTE: In a GSA Contract only local clauses need to be inserted.

5. Start an IDIQ Order (-DI Contract) in PD2.
   a. Highlight PR&C, click Procurement, click Post Award, click Orders, click SF 1449 External DO, click Select, click Search, highlight Contract, and click attach.

NOTE: When you create a Delivery Order or Task Order, the Delivery/Task Order window opens. The left window shows CLINS from the base IDIQ contract. To match your PR line items to the contract CLINs, you will include in the order, begin by highlighting the base IDIQ CLIN you want to order on the left side of the window.
   b. To match CLINs, highlight the PR line item that contains your funding in the right window.
   c. The equal (=) sign appears, indicating the two line items are matched. Check that line items are correctly matched.
   d. Click [OK]. PD2 will automatically populate the line item detail of your DO/TO with line item information from the attached PR and the associated contract.
   e. Tab item 1-13: Enter the Date of Order/Call and click through each tab.

NOTE: Review all fields to ensure the information entered is correct. Edit and adjust any information as necessary.

   f. Tab item 17-26: Verify the correct funded amount and cite appears in the Funding tab for all CLINs. Select the Funds Available checkbox to certify that funds are available. Save and close the DO/TO.
   g. Generate the Document.
   h. Highlight the DD 1155 or SF 1449 and click the red checkmark icon on the tool bar.
   i. Select the appropriate approval template, and approve, making sure to run Pre-Approval checks before approving the order.
   j. Route the entire Workload Folder, including PR, DO and any attachments or notes, to your Contracting Officer for review and Release. The Workload Folder will turn yellow once the DO/TO is released.

6. Start a BPA Call Order (-All Contract) in PD2.
   a. Highlight PR&C, click Procurement, click Post award, click BPA Call, Click Select, type in BPA # (07-A-0004 example), click Search, click Attach, and click Okay.

NOTE: The BPA Call has been created. Step (b) of this process will bring all the information from the PR&C over to the BPA call that has just been created.
   b. Click Line Item Tab, click Attach, type in PR&C Number, click Search, select PR&C number and click Okay, and generate the document.
   c. Conduct internal SOP to complete the BPA call order.
Performance Steps:

   
a. Highlight the Order (e.g., SF 1449, DD 1155, SF 26), click Procurement, click Post-Award, click Closeout, click Contract Completion Statement (DD 1594). When the Contract Completion Statement screen pops up. Click okay.
   
   1) Insert Voucher Number (from My Invoice).
   
   2) Insert a date 30 days prior to final payment date.
   
   3) Type in "CLOSEOUT" or "CLOSED."
   
   4) Final Acceptance Date. Insert date (from My Invoice).
   
   5) Add Contracting Officer's name.
   
   6) Click second bullet and add Date.
   
   7) Add Contracting Officer's name.
   
   8) Close and Save the DD 1594.

NOTE: This next step is very important for proper closeout:

   b. Highlight the Order (or mod). On PD2 go to Procurement, Post-Award, Closeout, Retention End.
   
   c. Screen pops up: "The selected item (XXXXXX-XX-X-XXXX-YYYY) does not have a final payment date. Therefore, a default retention cannot be calculated."
   
   d. Click OK.
   
   e. Retention date screen pops up. Enter a date 6 years from the anticipated closed out date. For example, if closed out 11/5/2007, enter 11/5/2013 as the retention date.

NOTE: PD2 File needs to be routed to Contracting Officer. In PD2, attach a sticky to the outside of the PD2 contract file stating "Forwarded for closeout." Be sure to add your name so the Contracting Officer knows who to return the file to.

Evaluation Preparation and Guidance: Evaluator will provide purchase requests that cover the contract actions mentioned in the Performance Steps above, and evaluate the CCO’s proficiency at conducting these contract actions within PD2.

Brief Soldier: Given the scenario, correctly start construction of the contract action within PD2.

Performance Measures:

1. Start a Solicitation (-TI Contract) in PD2. _______ _______

2. Start a Purchase Order (-PI Contract) in PD2. _______ _______

3. Start a Modification Order in PD2. _______ _______
5. Start a IDIQ Order (-DII Contract) in PD2.  
6. Start a BPA Call Order (-All Contract) in PD2.  

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Supporting Individual Tasks:

2-10 Prepare Contract Awards
3-3 Issue TOs/Dos or BPA Calls
3-7 Modify Contracts

Supported Collective Tasks: N/A

Supported Army Universal Task List Tasks (FM 7-15)

ART 4.1.5 Provide Contracting Support

Supported Universal Joint Task List Tasks:

SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Duties
SN 4.6.1.3.4 Provide Contracting Administration Services

Equipment and Materials Required:

Computer
PD2 system
PR&C Scenario Packets
Task 2-2
REVIEW PURCHASE REQUESTS AND SUPPORTING DOCUMENTS

Conditions: You are assigned as a Contingency Contracting Officer in a garrison or field environment with access to FAR, DFARS, and AFARS and any applicable international agreements and local policies. A purchase request (PR) and supporting documents has been submitted to you.

Standards: The submitted procurement package was thoroughly reviewed for completeness, accuracy, and compliance with appropriate regulations, laws, and any applicable international agreements and local policies. The package is now actionable by the individual conducting the procurement, or has been returned to the requiring activity (customer) for improvement by them.

NOTE: Purchase requests come in many forms including, but not limited to, electronic or hard copy: DD Form 448, Military Interdepartmental Purchase Request (MIPR); DA 3953, Purchase Request and Commitment; AF Form 9, Purchase Request. All have similar elements which are addressed in this Task Specification.

Performance Steps:

1. Receive a purchase request.

NOTE: If required documentation is missing or is significantly erroneous, return the packet or packet element to the staff proponent responsible for the correction and assist them in making corrections.

2. Review purchase request document.
   a. Determine if there is enough detail to contact a person at the requiring activity or supported activity if additional information is required.
   b. Review the required delivery date. Ensure adequate time is available to meet the requested date. If not, inform the requiring activity of the expected delivery date you can meet.
   c. Determine if the delivery location has enough detail to achieve proper delivery.
   d. Determine the existence of Local purchase authority for this item or is the item centrally controlled by a program manager.

CAUTION: If the item or service requested is widely used across the Army, it is probably centrally controlled by a program manager (PM). If you feel an item is centrally controlled, consult leadership and contact the PM before continuing with the procurement and inform them of your intended action.
Example: Additions to a M4 rifle must be cleared by PM, Individual Weapons.

   e. Ensure the description of supplies or services provides sufficient information to include in a solicitation and allow all potential offerors to provide a complete offer that meets the needs of the Government.

WARNING: If using a manual PR such as a Word Document, ensure the amount math in the description block is accurate.

   f. Determine if the Line of Accounting (LOA) is complete.
      1) Is there sufficient funding?
      2) Is the LOA format complete?

NOTE: LOA structure varies across the Services. Not all LOAs will have Army format of 65 digits.
Performance Steps:

CAUTION: Ensure you take in account that appropriated funds are subject to three basic fiscal constraints: Time, Purpose and Amount. The Time control includes two major elements: appropriations have a definite life span and normally must be used for the needs that arise during their period of availability. The general rule is that current funds must be used for current needs. The Purpose control prohibits spending money on objects other than those for which appropriations were made. Funds must be expended for the purpose established by Congress. The Amount control prohibits obligating or spending money before it is appropriated or in amounts in excess of the amount appropriated. It is a criminal act to knowingly enter into or authorize government contracts in the absence of sufficient government funds to pay for such contracts.

WARNING: Seek legal advice if the requirement is for a -system1 costing more than $250,000 and utilizing Operation and Maintenance Army (OMA) funds. For definition of a system see DFAS-IN Manual 37-100-09, App. A, Paragraph D.

3. Review supporting documentation.
   a. Determine if market research is sufficient IAW FAR Part 10.002(e).
   c. Determine if there is a request for Other Than Full and Open Competition and if it is properly documented and supported.
      1) Brand name justification IAW FAR Part 6.302-1(c) and FAR 11.104(b).
      2) SAP sole source document IAW FAR Part 13.106-1(b)(1) and FAR Part 13.106-3(b)(3)(i).
      3) SAP sole source justification IAW FAR Part 13.13.501(a) and FAR Part 6.303-2.
      4) Non SAP sole source justification IAW FAR Part 6 and AFARS Part 5153.9005.
   d. Determine if the request is for Non-DoD Contract Requirement and if it is properly documented IAW DFARS 217.7802.
   e. Determine if other locally required documents such as Capabilities Requirements, Review Board Approval are present and complete.

4. Determine if the PR is for a supply item.
   a. If yes, and all required data listed above is present begin structuring solicitation.
   b. If Service proceed to Step 5.

5. Review supporting documentation for a service procurement.
   b. Ensure the service is not an inherently governmental function IAW FAR 7.5.
   c. Ensure the service is not a personal service procurement IAW FAR Part 37.104. The PWS does not include any statement(s) that would require the Government to treat the contractor’s personnel as an employee of the Government either in the way the contract is performed or administered.
Performance Steps:

d. Ensure the PWS description is performance based and written to inform the contractor what the end state (e.g., deliverables) is and not how to achieve the end state.

e. Review the Performance Work Statement (PWS) to ensure it accurately defines the RA’s need in enough detail to allow vendors to provide an offer/proposal to perform under the resulting contract if awarded the contract.

f. Review the Quality Assurance Surveillance Plan (QASP). IAW FAR 37.604 and DASA(P) Memorandum, dated 9 February 2007, Subject: Contract Administration and Surveillance for Service Contracts; the contracting officer shall ensure that a Government QASP is prepared and implemented for service contracts exceeding $2,500.

1) Ensure the QASP details how and when the Government will survey, observe, test, sample, evaluate, and document contractor performance according to the PWS.

2) Review the Performance Requirements Summary for feasibility.

3) Review the method of contractor feedback for appropriateness.

4) Determine if performance evaluation documents are sufficient given the complexity of the service procurement.

g. Review the Acquisition Strategy for services IAW FAR 37.502(b) and content at AFARS 5137.590-7.

h. Review COR nomination. See Task 2-4; Train, Designate, And Terminate A COR.

6. If the purchase request is for a construction project then review the extended description to ensure there is sufficient information to solicit and that the purchase complies with FAR Part 11.402, 11.404, 11.502, 11.503, 11.601, 11.702, 11.703, and DFARS 211.503 as it applies to the procurement at hand.

a. Ensure there is a project approval document DA Form 4283 or DD Form 1391 IAW AR 420-1. From the project approval document, determine the amount of new work to be performed.

NOTE: If there is no project approval document, no further action should be taken.

b. Ensure there is an adequate Independent Government Cost Estimate (IGCE) IAW FAR Part 36, DFARS Part 236, PGI 236.203.

c. Ensure drawings and specifications are included with the purchase request package.

d. Ensure the list of Material is sufficient and complete.

e. Review the Statement of Work (SOW) and ensure it is consistent with the List of Material and drawings and any Government Furnished Material/Equipment is identified.

NOTE: If the construction project is estimated to exceed the Operation and Maintenance dollar threshold of $750,000 for new construction, stop and seek legal review.
Performance Measures:

1. Reviewed PR document accurately identifying all erroneous or missing information.

2. Reviewed supporting documentation accurately identifying all erroneous or missing information.

3. Reviewed service contract supporting documentation accurately identifying all erroneous or missing information.

4. Reviewed construction contract supporting documentation accurately identifying all erroneous or missing information.

Evaluation Preparation and Guidance:
Actual PR packets should be used in the execution of this training. Review the documents prior to providing them to the CCO to identify missing and erroneous information.

References:

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<td>As Applicable</td>
<td>Competitive Requirements</td>
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<td>FAR Part 7</td>
<td>Yes</td>
<td>Acquisition Planning</td>
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<tr>
<td>FAR Part 11</td>
<td>Yes</td>
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<tr>
<td>DFARS Part 211</td>
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<td>FAR Part 12</td>
<td>Yes</td>
<td>Acquisition of Commercial Items</td>
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<td>FAR Part 13</td>
<td>Yes</td>
<td>Simplified Acquisition Procedures</td>
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<tr>
<td>FAR Part 17</td>
<td>Yes</td>
<td>Special Contracting Methods</td>
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<td>FAR Part 36</td>
<td>Yes</td>
<td>Construction and Architect – Engineer Contracting</td>
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<td>Yes</td>
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Supporting Individual Tasks:

Task 2-13 Train, Appoint, and Manage a COR

Supported Collective Tasks: NA

Supported Army Universal Task List Tasks (FM 7-15)

ART 4.1.5 Provide Contracting Support

SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties
SN 4.6.1.3.4 Provide Contracting Administration Services

Equipment and Materials Required:

1. Purchase request and supporting documents
2. Internet access or hard copy of FAR, DFARS and AFARS
Task 2-3
CONDUCT MARKET RESEARCH

Conditions: Assigned as a CCO in a garrison or field environment with access to the FAR, DFARS, AFARS, and local policies, conduct strategic or tactical market research by collecting and analyzing data on products and services, capabilities, and business practices within the market to satisfy your customer's requirements.

Standards: Determined the most suitable approach to acquiring, distributing, and supporting supplies and services by collectively gathering and documenting available market information from relevant sources in and outside the contracting activity.

Performance Steps:

1. Review results of recent market research undertaken to meet similar or identical requirements.
   a. Identify pre-existing sources.
   b. Obtain sources of similar items from other contracting activities or agencies
   c. Determine most appropriate North American Industrial Classification System (NAICS) Code.

NOTE: If market research indicates commercial or non-developmental items might not be available to satisfy agency needs, agencies shall reevaluate the need in accordance with FAR 10.001(a)(3)(ii) and re-determine whether need can be restated to permit commercial or non-developmental items.

NOTE: If market research establishes that the Government's need may be met by a type of item or service customarily available in the commercial marketplace that would meet the definition of a commercial item at FAR Part 2.1, the contracting officer shall solicit and award any resultant contract using the policies and procedures in FAR Part 12.

2. Collect information from personal contacts and the internet.

3. Contact knowledgeable individuals in Government and industry regarding market capabilities to meet requirements that identify information related to the market such as available sources, availability of commercial and non-commercial items IAW FAR 10.002(b)(2).

4. Contact individuals in the business being researched to gather information about the business practices unique in the particular business segment, e.g.; billing practices done hourly or by haul in the trucking industry.

5. Publish formal requests for information in FedBizOps and/or appropriate business, technical or scientific journals.

6. Analyze and document results of all market research in a manner appropriate to the size and complexity of the acquisition.

NOTE: Use the results of market research to determine whether the requirement should be set aside for HUBZone or small business under FAR Part 19 and if not, include an explanation in the file IAW DFARS 210.001(a)(ii)(B).
Evaluation Preparation and Guidance:

1. Given a new requirement (sample), conduct market research to find more than one source that can provide the item or service.

2. Given a contract support plan (sample) for a deployment, conduct market research to find more sources consistent with the plan.

Performance Measures:

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<tbody>
<tr>
<td>1.</td>
<td>Contacted knowledgeable individuals in Government and industry regarding market capabilities to meet requirements.</td>
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<tr>
<td>2.</td>
<td>Reviewed results of recent market research undertaken to meet similar or identical requirements.</td>
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<tr>
<td>3.</td>
<td>Published formal requests for information in appropriate technical or scientific journals or business publications.</td>
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<tr>
<td>4.</td>
<td>Analyze and documented results of all market research appropriately.</td>
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<tr>
<td>FAR Part 12</td>
<td>Yes</td>
<td>Acquisition of Commercial Items</td>
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Supporting Individual Tasks:

2-2 Review Purchase Requests and Supporting Documentation.

Supported Collective Tasks: NA

Supported Army Universal Task List (FM 7-15):

ART 4.1.5 Provide Contracting Support


SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties
SN 4.6.1.3.4 Provide Contracting Administration Services
Task 2-4

CONDUCT ACQUISITION PLANNING

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current FAR, DFARS and AFARS, local procedures, and required automation and office supplies. You receive an actionable purchase request requiring acquisition planning.

Standards: Analyzed a supported organization’s requirement and developed the most efficient and effective strategy for acquiring the supported unit’s requirement. Result is a documented, actionable plan which meets the specified need and identifies all required contracting actions associated with the strategy.

Performance Steps:

1. Receive reviewed requirements (See Task 2-2 Review Purchase Request & Supporting Documentation).

2. Determine method of acquisition.
   a. Simplified Acquisition IAW FAR Part 13 if the Simplified Acquisition Threshold (SAT) is not exceeded (See FAR Part 2 for SAT definition).
   b. Negotiated Contract Action IAW FAR Part 15, used for action exceeding the SAT.

NOTE: Most CCO actions are Simplified Acquisition Procedures. FAR Part 14, Sealed Bidding, is rarely used.

3. Conduct acquisition planning in detail appropriate to dollar value (including base and any options) and the complexity of the requirement IAW FAR Part 7, DFARS Part 207, and AFARS Part 5107, as required.

4. Analyze the requirement for factors effecting solicitation procedures.
   a. Determine Federal Supply Code (FSC) for the requirement. Selection of the correct code alerts the appropriate vendors of a contracting opportunity when synopsized and will assist the contracting office when attempting to locate similar requirements for market research.
   b. Determine North American Industry Classification System (NAICS) Code for the requirement IAW FAR 19.303. Correct selection is necessary to determine size standard for small-business set-aside classifications, class waivers applicable to the non-manufacture rule, and to complete required fields in solicitation, award and reporting documents. NAICS codes are located at http://www.census.gov/eos/www/naics/.
   c. Determine size standard based on NAICS code. Size standards for industries are determined by the Small Business Administration. These standards are necessary to determine responsiveness by a potential vendor to a requirement. The small business size standards are found at http://www.sba.gov/contractingopportunities/officials/size/index.html.
   d. Determine if requirement is reoccurring and whether options should be included or establishment of an indefinite delivery type contract may be advisable. Review submitted funding document and FAR Part 17.2, DFARS Subpart 217.2 and AFARS Subpart 5117.2 when considering changing the requiring activities request to a more flexible contract vehicle. Complete Task 2-2, Review Purchase Request and Supporting Documents, again to confirm appropriate funding requirements have been met.

NOTE: Review contracting office current contracts and other Government agencies contracts to identify if an existing contract or BPA can satisfy the current requirement. If a contract exists, see Task 3-3; Issue TO/DO or BPA Call.
Performance Steps:

e. Make a decision regarding lease versus purchase options, IAW FAR Subpart 7.4.

f. Determine if Customs and Duties IAW FAR Subpart 25.9 are applicable.

g. Determine if acquisition has unique security or safety requirements.

NOTE: AR 710-2 para. 4-16(b) identifies items which are prohibited from local procurement.

h. Consider delivery requirements or period of performance.

1) Lead times less than industry standards which may require expediting.

2) Determine Forward Operating Base destination/origin considerations IAW FAR Part 47.304.

3) Items requiring material handling equipment at the point of receipt or other circumstances where coordination for personnel or equipment may be required.

4) Items requiring delivery to a non-standard receiving point and requiring synchronization with the property book office and requiring activity.

5) Items destined for an OCONUS location that must be transported through Army Depots, requiring radio frequency identification.

6) Determine the effects of shipping through centralized shipping and receiving points.

7) Determine the customs impacts within CONUS and at the deployed location.

i. Determine if service and warranty components of the requirement exist and should be reviewed IAW FAR 31.205-39 and FAR 46.706.

5. Determine commerciality IAW FAR 2.101 and documentation requirements IAW DFARS 212.102 if in excess of $1,000,000.


a. For supplies, utilize the following priorities in descending order.

1) Agency inventories.

2) Excess from other agencies IAW FAR Subpart 8.1.


4) Supplies which are on the Committee for Purchase From People Who Are Blind or Severely Disabled Procurement List IAW FAR Subpart 8.7.

5) Wholesale supply sources, such as stock programs of the General Services Administration (GSA) (see 41 CFR 101-26.3), the Defense Logistics Agency (see 41 CFR 101-26.6), the Department of Veterans Affairs (see 41 CFR 101-26.704), and military inventory control points.

6) Mandatory Federal Supply Schedules IAW FAR Subpart 8.4.

7) Optional use Federal Supply Schedules IAW FAR Subpart 8.4.

8) Commercial sources (including educational and nonprofit institutions).

b. For services, utilize the following priorities in descending order.
Performance Steps:

1) Services which are on the Committee for Purchase from People Who Are Blind or Severely Disabled Procurement List IAW FAR Subpart 8.7.

2) Mandatory Federal Supply Schedules IAW FAR Subpart 8.4.

3) Optional use Federal Supply Schedules IAW FAR Subpart 8.4.


c. Sources other than those listed in a. and b. above may be used as prescribed in 41 CFR 101-26.301 and in an unusual and compelling urgency as prescribed in FAR 6.302-2 and in 41 CFR 101-25.101-5.

d. The statutory obligation for Government agencies to satisfy their requirements for supplies or services available from the Committee for Purchase from People Who Are Blind or Severely Disabled also applies when contractors purchase the supplies or services for Government use.

CAUTION: Items with National Stock Numbers may have Acquisition Advice Codes (AAC) of -HII or -LII directing local purchase as the method of procurement. If items are identified with other AAC and the purchase exceeds $100,000 or involves the safe operation of a weapon, obtain a waiver from the Item Material Manager prior to local purchase. For commercial items less than $100,000 and not critical to the safe operation of a weapon, a waiver is not required, however, acquisition priorities should be utilized unless exceptional circumstances exist. Reference AR 710-2 to determine when to seek and action commercial sources.

7. Determine Socioeconomic Requirements.

CAUTION: FAR Part 19 applies only in the United States or its outlying areas with the exception of FAR Subpart 19.6 (Certificates of Competency and Determinations of Responsibility) which applies worldwide.

NOTE: IAW FAR 19.201(a), it is the policy of the Government to provide maximum practicable opportunities in its acquisitions to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

a. Review Independent Government Estimate (IGE) for requirement ensuring it appears accurate.

b. Identify set-aside requirement.

1) Determine through coordination with the local small business advisor and the Small Business Administration if requirement is one capable of being met by a HUBZone (higher priority) or 8(a) firm identified through one of the three methods identified in FAR 19.803 and DFARS 219.804.

2) For requirements that have an anticipated dollar value exceeding $3,000, but not over $100,000, reserve exclusively for small business concerns IAW FAR 19.502-2 except when the Contracting Officer determines there is not a reasonable expectation of obtaining offers from two or more responsible small business concerns that are competitive in terms of market price, quality, and delivery. If the contracting officer does not proceed with the small business set-aside, and purchases on an unrestricted basis, the contracting officer shall include in the contract file the reason for this unrestricted purchase.

NOTE: Also see DFARS 219.502-2 for additional set aside requirements for construction and Architecture and Engineering Services.
Performance Steps:

3) For requirements exceeding the simplified acquisition threshold (SAT), restrict competition to HUBZone small business concerns IAW FAR 19.1305(a) when the Contracting Officer finds there is a reasonable expectation that offers will be received from two or more HUBZone small business concerns and award will be made at a fair market price. Consider HUBZone set asides before HUBZone sole source awards or small business set asides.

c. Conduct market research IAW FAR 19.202-2 to determine if potential sources for a set aside exists who can provide competition and satisfy the requirement. Set asides may include small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

d. Based on market research, make a determination whether to solicit requirement as a set-aside under FAR Part 19. For requirements greater than $10,000 that cannot be satisfied through a set-aside using FAR Parts 19.5, 19.8, or 19.13, prepare a DD Form 2579 Small Business Coordination Record IAW DFARS 219.201. Check local policies for guidance on completion of the DD Form 2579.

NOTE: When time permits, verify the lack of small businesses capable of satisfying the requirement by competing as a set-aside. If no responsive offers are received, solicit unrestricted and utilize the negative response as the justification for not setting the requirement aside. See FAR 19.507.

8. Determine requirements for labor related considerations and actions.

   b. Davis Bacon Act. Apply IAW FAR 22.403-1.

NOTE: Contract Manpower Reporting (CMR). Although the burden is on the requiring activities to report, the addition of a CMR CLIN or statement of work section is required for service contracts. When conducting acquisition planning, ensure requiring activity and vendor are aware of the requirement and have the resources to comply with reporting requirements.

9. Determine level of competition.

NOTE: IAW FAR 6.001, FAR Part 6 is not applicable to FAR Part 13. However, the contracting office must promote competition IAW FAR 13.104.

   a. Full and open IAW FAR Subpart 6.1 which specifies that Contracting Officers shall provide for full and open competition through use of the competitive procedure(s) contained in this subpart that are best suited to the circumstances of the contract action and consistent with the need to fulfill the Government’s requirements efficiently (10 U.S.C. 2304 and 41 U.S.C. 253).

   b. Full and open after the exclusion of sources IAW FAR Subpart 6.2.

   1) Establishing or maintaining alternate sources IAW FAR Subpart 6.202. Excluding sources based on this criteria requires the preparation of a Determination and Findings (D&F) IAW FAR Subparts 1.7 to document and gain approval for the exclusion.

   CAUTION: When excluding sources IAW FAR 6.202 use a competitive process to compete the action within those not excluded IAW FAR 6.102.

   2) Set-asides for small business concerns IAW FAR 6.203. No separate determination and findings or justification is required when setting aside IAW FAR 6.203(b).
Performance Steps:

c. Other than full and open competition. See Task 2-5, Document other than full and open competition, for information on use and required documentation for soliciting with other than full and open competition.

10. Determine how offers and quotes will be evaluated.

NOTE: IAW FAR 13.106-2(b), the Contracting Officer has broad discretion in fashioning suitable evaluation procedures. The procedures prescribed in FAR Parts 14 and 15 are not mandatory. At the Contracting Officer’s discretion use one or more, but not necessarily all, evaluation procedures contained within FAR Part 14 or 15.

a. Determine evaluation criteria.

NOTE: The procedures that follow address simplified acquisition procedures. If employing source selection IAW FAR Part 15, see AFARS Appendix AA, The Army Source Selection Manual.

1) Establish the basis for which the award will be made IAW FAR 13.106-1(a)(2). Identification of the —basis I occurs in the solicitation.

2) Select factors requiring consideration to ensure the Best Value to the Government is obtained. Price is always a factor. Other possible factors are past performance, ability to meet required delivery schedule, specific technical capabilities, warranty, or existing maintenance currently available to the Government.

3) Ensure technical acceptability is measurable if using this evaluation criteria.

4) Past performance should be a part of every commercial item evaluation IAW FAR 12.206.

NOTE: When utilizing SAP, solicitations are not required to state the relative importance assigned to each evaluation factor and sub-factor, nor are they required to include sub-factors. Based on GAO decisions, it is wise to state the relative importance. If none is stated, in the case of a GAO protest, the GAO will consider them to be of equal weight.

b. Determine evaluation procedure. See Task 2-9, Evaluate Offers, for additional information. Select the evaluation procedure that permits evaluators to identify the offer providing the best value to the Government considering identified evaluation factors.

1) Price and Past Performance Best Value Determination, FAR 3.106-2(b)(4)(ii). Award to the lowest priced offeror, with the highest past performance rating possible, if that offer represents the best value to the Government when compared to any lower priced offer.

NOTE: This technique is used in situations where technical acceptability is readily apparent and therefore not evaluated, e.g., Number two lead pencils, yellow.

NOTE: A lack of past performance is considered neutral IAW FAR 15.305(a)(2)(iv) and should not influence award.


NOTE: CCO makes initial technical acceptability determination and confirms with the requiring activity.

NOTE: Past performance can be an element of technical acceptability.

Performance Steps:

NOTE: For more complex services/products, technical acceptability is accomplished by a requiring activity Technical Evaluation Board comparing the proposed service/product(s) to technical acceptability criteria established during planning and listed in the solicitation. A product or service is determined acceptable or unacceptable. There are no trade-offs, e.g.; one element of technical acceptability outweighs the lack of technical acceptability in another area. Offers are not ranked as being more or less technically acceptable.

   a. Use a fixed price contract for commercial items unless applying an exemption at FAR 12.207.
   b. Consider the use of an Indefinite Delivery contract IAW FAR Subparts 16.5 for recurring items.

12. Determine required publicizing actions and notifications which would be beneficial to the acquisition.
   a. Determine whether a pre-solicitation notice should be utilized.
      1) Determine if a Request For Information (RFI) IAW FAR 15.201(e) would be necessary or beneficial in evaluating the market place.

NOTE: Responses to these notices are not offers and cannot be accepted by the Government to form a binding contract and there is no required format for RFIs. Utilize them when desiring to obtain price, delivery, other market information, or capabilities for planning purposes.

   2) Determine if a special notice IAW FAR 5.205(c) would be beneficial for procurement matters such as business fairs, long-range procurement estimates, pre-bid or pre-proposal conferences, meetings, and the availability of draft solicitations or draft specifications for review.

   b. Determine synopsis and solicitation requirements based on the acquisition.

      1) IAW FAR 5.101(a)(1), all proposed contracting actions exceeding $25,000 must be disseminated through the Government Point of Entry (GPE) unless an exception in FAR 5.202(a) applies. IAW FARs 5104.502(S-90), the Army's GPE is through the Army Single Face to Industry (ASFI).

      2) IAW FAR 5.101(a)(2), all proposed contracting actions between $10,000 and $25,000 must be displayed in a public place or by any appropriate electronic means unless applying an exception in FAR 5.202(a).

NOTE: The exception at FAR 5.202(a)(12) provides relief from providing notice when the proposed contract action is by a Defense agency and the proposed contract action will be made and performed outside the United States and its outlying areas, and only local sources will be solicited. This exception does not apply to proposed contract actions covered by the World Trade Organization Government Procurement Agreement or a Free Trade Agreement or those funded by the American Recovery and Reinvestment Act (See FAR 13.105(d) and FAR Part 7.704).

NOTE: The exception at FAR 5.202(a)(6) provides relief from providing notice when the proposed contract action is an order placed against an Indefinite-Delivery Contract IAW FAR Subparts 16.5.

   3) Determine if a combined synopsis and solicitation can be utilized for a commercial item IAW FAR 12.603. Include the information requirements specified at FAR 5.207(a) and FAR 12.603(2) when employing a combined synopsis and solicitation.

   4) Utilize SF 1449 for the solicitation for commercial items IAW FAR 12.204 when:
      a. The acquisition is expected to exceed the simplified acquisition threshold.
      b. Issuing a paper solicitation or contract.
Performance Steps:

c. Not using a combined synopsis and solicitation.

NOTE: Use of the SF 1449 is not mandatory but encouraged for commercial acquisitions not exceeding the simplified acquisition threshold.

5) For all other actions, prepare a synopsis IAW FAR Subparts 5.2.

6) Determine publicizing and response times IAW FAR 5.203.

   a. For all commercial item acquisitions or any noncommercial item acquisitions greater than $25,000, but less than the simplified acquisition threshold, the contracting officer must:

      1. Establish a solicitation response time that will afford potential offerors a reasonable opportunity to respond to each proposed contract action IAW FAR 5.203(b).

      2. Consider the balance of gaining competition to the maximum extent practicable based on the urgency of the requirement.

   b. For noncommercial items exceeding the simplified acquisition threshold, the contracting officer shall allow at least a 30-day response time for receipt of bids or proposals from the date of issuance of a solicitation IAW FAR 5.203(c).

7) Make determination on synopsis and solicitation requirements based on the acquisition.

13. Determine solicitation method based on the requirement. See Task 2-7; Solicit Competition. a.

   Consider oral solicitations to the maximum extent practicable IAW FAR 13.106-1(c) when:

   1) Acquisition does not exceed the simplified acquisition threshold.

   2) Oral solicitation is more efficient than soliciting through available electronic commerce alternatives.

   3) Notice is not required under FAR 5.101.

CAUTION: An oral solicitation may not be practicable for contract actions exceeding $30,000 unless applying an exception to synopsis in FAR 5.202.

   b. Consider options for solicitations against Federal Supply Schedules.

      1) Computer Hardware, Enterprise Software and Solutions (CHESS).

      2) GSA e-Buy.

      3) Other electronic options.

   c. Consider options for open market solicitations not requiring posting through GPE IAW FAR 5.101(a)(2).

      1) Display in a public place (bid board) of the base if the base is restricted.

      2) Disseminate through posting in a place accessible by the general public at the Government installation to satisfy the public display requirement.

      3) Disseminate through electronic means.

   d. Consider or, when required, make solicitation available through the GPE IAW FAR 5.102.

   e. Make determination on how to solicit the requirement.
Performance Steps:
14. Identify additional planning requirements.
   a. Prepare a service acquisition strategy IAW AFARS 5137.590-7 for all service requirements.
   b. Prepare a written Acquisition Plan IAW FAR Part 7 and DFARS 207.103(d)(i) for:
      1) Acquisitions for development, as defined in FAR 35.001, when the total cost of all contracts for the acquisition program is estimated at $10 million or more.
      2) Acquisitions for production or services when the total cost of all contracts for the acquisition program is estimated at $50 million or more for all years or $25 million or more for any fiscal year.
      3) Any other acquisition considered appropriate by the department or agency.

NOTE: An important part of acquisition planning is Risk Management. CCOs should identify risks in the plan in relation to decisions that could potentially affect the cost, schedule, or performance of the contract.

15. Document plan in accordance with local procedures.

Evaluation Preparation and Guidance: Setup: For training and evaluation, provide CCO with an actionable requirements packet and a scenario which specifies the significant information necessary concerning the market place, location, and resources available to develop an acquisition plan for satisfying the requirement.

Brief Soldier: Given the scenario, correctly develop an acquisition plan that satisfies supported organization requirement and meets regulatory requirements.

Performance Measures:  

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<td>11. Documented plan IAW local procedures.</td>
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**Supported Individual Tasks:**

2-2 Review Purchase Request and Supporting Documents  
2-6 Synopsize Proposed Contract Action  
2-7 Solicit Competition  
3-3 Issue TO/DO or BPA Call

**Supported Collective Tasks: NA**

**Supported Army Universal Task List (FM 7-15):**

ART 4.1.5 Provide Contracting Support

**Universal Joint Task List Tasks (CJCSM 3500-4E, Universal Joint Task List Database with Conditions, Version 3, Posted 12 March 2009):**

SN 4.6.1.3.1 Acquire Supplies and Services by Contract  
SN 4.6.1.3.2 Perform Contracting Officer Duties  
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties  
SN 4.6.1.3.4 Provide Contracting Administration Services
Task 2-5

DOCUMENT OTHER THAN FULL AND OPEN COMPETITION

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You receive an actionable purchase request with completed acquisition planning restricting or limiting of competition. You are tasked to document and process the restricting or limiting of competition.

Standards: Identified the correct authority authorizing this action, the correct format for the justification, required publicizing and announcements necessary, and the appropriate approvals required based on the requirement and applicable thresholds. Actions resulted in the correct documentation for satisfying the requirement. The product or service is delivered to the requiring activity and all regulatory and policy requirements are met.

Performance Steps:

CAUTION: Documentation and approval of other than full and open competition is a shared responsibility between the requiring activity, Contracting Officer, competition advocate, and legal advisor. It is, however, the Contracting Officer’s responsibility to verify the completeness of this documentation, ensure legal sufficiency and ensure public notifications meet regulatory requirements.

NOTE: Theater specific authorities for other than full and open competition can be authorized/required, e.g., DFAR 225.77. CCOs should review governing regulatory requirements to determine what, if any, Theater specific requirements for restricting or limiting competition apply.

1. Receive actionable purchase request requiring documentation of circumstances requiring the restriction or limiting of competition.

2. Identify documentation requirements based on the situation presented and the results of acquisition planning, including supporting market research.

   a. Sole Source procurement utilizing Simplified Acquisition Procedures (SAP) for requirements less than Simplified Acquisition Threshold (SAT). Document IAW FAR 13.106-1(B)(1). See format in Step 3 of this task.

   b. Sole Source procurement utilizing SAP Test Program for certain commercial items for requirements greater than SAT. Document IAW FAR 13.501(a)(1)(II). See format Step 4 of this task.

   c. Brand Name procurement utilizing SAP and SAP Test Program for commercial items. Document IAW FAR 6.302-1(c) and FAR 13.106-1. See format Step 5 of this task.

   d. Restricting competition when using Federal Supply Schedules for requirements less than $100,000. Document IAW FAR 8.405-6(f). See format in Step 6 of this task.

   e. Restricting competition when using Federal Supply Schedules in excess of $100,000 or Orders against Multiple Award Contracts when fair opportunity is not provided. Document IAW FAR 8.405-6 and DFARS 208.405-70 or FAR 16.505(b)/DFARS 216.505-70. See format in Step 7 of this task.

   f. Restricting competition when not utilizing SAP. Document IAW FAR 6.302 format in Step 8 of this task.

3. Document Sole Source procurement utilizing SAP for requirements less than SAT.

NOTE: FAR Part 6 is not applicable to contracts awarded using simplified acquisition procedures in FAR Part 13. See IAW FAR 6.001(a).
Performance Steps:

a. Obtain needed information by providing the requiring activity a memorandum formatted with information required for documentation.

NOTE: Contracting offices may utilize pre-formatted memorandums to capture the required information. Ensure compliance with local procedures.

1) Identify contracting activity.
2) Provide a description of the action.
   a. Determine if action is a new requirement or a follow-on requirement.
   b. Determine if a modification to existing award. Provide order number for reference.
   c. Identify if pricing is Firm-Fixed Price or specify other form of contract pricing.
   d. Identify type of funding (R&D, OPA, OMA).
   e. Identify Contractor business name, address, and phone number.
3) Describe required supplies or services.
   a. Provide description of supplies or services. Description should be brief and describe in layman’s terms how the requirement will be satisfied.
   b. Identify make and model number when appropriate.
   c. Identify quantity (supply) or period of performance (service) requested.
   d. Identify any options included in the requirement.
   e. For modifications, distinguish between requirements from the original contract award, and those proposed under the modification.
   f. Identify the Independent Government Estimate (IGE) for the proposed action.
4) Cite the authority FAR Part 13.106-1(b)(1) as the justification authorizing the restriction or limiting of competition for this requirement.
5) Define Rationale for Authority Cited: In paragraph format describe the reason why the sole source is the only contractor who can provide the services/supplies and the detrimental effects/serious injury to the mission of the requiring activity or to the Government, financial or otherwise, which will result if the justification is not approved.
6) Describe actions taken to increase competition.
   a. Identify whether a notice announcing the intent to award a sole source contract was or will be publicized as required by FAR Subpart 5.2. Cite applicable exception from FAR 5.202(1-13) when notice is not required.
   b. Identify responses received, if any, to the publicized notice.
   c. Identify what actions will be taken to increase competition before subsequent acquisitions are required.
7) Describe market research: In paragraph format identify the measures taken to identify all qualified sources and the results of the research. Include any written, telephonic or internet inquiries utilized in conducting the search. Include the date(s) this research was conducted.
8) Identify procurement history.
Performance Steps:

a. Determine if previous contracts or purchase orders have been made for this same supply or service. Identify contract or purchase order numbers when previously requested.

b. Determine if previous contracts or purchase orders were competed or awarded based on restricted or limited competition.

c. Identify the results of previously competed actions, or summarize rationale for limiting competition.

9) Provide additional information relevant to the decision to restrict or limit competition. Insert any information specific to the acquisition necessary to accurately document the process of ensuring compliance with governing regulations.

10) Provide signature block for Contracting Officer and insert language similar to, -In accordance with FAR Part 13.106-3(a), I hereby determine that the anticipated cost to the Government for this contract action will be fair and reasonable.‖

11) Obtain legal review IAW local procedures. Provide signature block of legal reviewer. Insert language similar to –I find this document to be legally sufficient‖ and describe the basis on which this determination was reached.

12) Obtain Special Competition Advocate’s Approval IAW local procedures (normally over $550,000 mirroring the requirement at FAR 6.304, even though FAR Part 6 does not apply to FAR Part 13).

13) Obtain Contracting Officer Certification. Provide signature block for Contracting Officer who will sign the contract. Insert language similar to, -I certify that this justification is accurate and complete to the best of my knowledge and belief.‖

b. Validate information.

1) Verify information obtained from the requiring activity.

2) Consider information received in response to notice announcing intent to award sole source.

c. Complete necessary reviews.

1) Prepare contract file for review.

2) Obtain required signatures IAW Step 3.a. (10-13), above.

NOTE: There is no requirement to make publically available justifications utilizing the authority cited in this procedure.

d. Proceed with procurement process (End of Task 2-4).

4. Document Sole Source procurement utilizing SAP Test Program for commercial items for requirements greater than SAT. This format meets AFARS Part 5153.9004 requirements.

a. Prepare a cover page IAW AFARS Part 5106.303-2-90.

b. Obtain from the requiring activity and document required information.

NOTE: This is best accomplished by providing the requiring activity a memorandum for them to complete.

1) Identify contracting activity.
Performance Steps:

2) Provide a description of the action.
   a. Determine if action is a new requirement or a modification.
   b. Identify contract type (Firm-Fixed Price, or other).
   c. Identify type of funding (R&D, OPA, OMA).

3) Describe supplies or services required.
   a. Provide description of supplies or services. Description should be brief and describe in layman’s terms the requirement being satisfied.
   b. Identify make and model number when appropriate.
   c. Identify quantity (supply) or period of performance (service) requested.
   d. Identify any options included in the requirement.
   e. For modifications, distinguish between requirements from the original contract award, and those proposed under the modification.
   f. Identify the IGE for the proposed action.

4) Cite the correct authority for restricting or limiting competition.
   a. Cite the Test Program for Commercial Items, Section 4202 of the Clinger-Cohen Act of 1996 as codified at 10 USC Sec. 2304(g)(1)(B) and 41 USC Sec. 427(f)(2), for non-contingency actions for commercial supplies or services greater than the SAT, but not exceeding $5.5M.
   b. Cite the Test Program for Commercial Items, Section 4202 of the Clinger-Cohen Act of 1996 as codified at 10 USC Sec. 2304(g)(1)(B) and 41 USC Sec. 427(f)(2), and Section 1443 of the Services Acquisition Reform Act of 2003 as codified at 41 USC 428a, for contingency actions for commercial supplies or services greater than the SAT but not exceeding $11M.

5) Define Rationale for Authority Cited.
   a. Describe in paragraph format the detrimental effects/serious injury to the mission of the requiring activity or to the government, financial or otherwise, that will result if the justification is not approved.
   b. Identify the proposed or potential contractor(s), and include a discussion of the proposed contractor’s unique qualifications for filling the contract requirements and why only this contractor is capable of meeting the requirement.

6) Identify efforts to obtain competition.
   a. Describe efforts to ensure that offers are solicited from as many potential sources as is practicable.
   b. Describe the extent of effective competition anticipated for this action.

7) Identify Actions to increase competition.
   a. There may be instances when it is not possible to compete the current acquisition. Include a statement of the actions taken, or to be taken, to increase competition (e.g., breakout) before any subsequent acquisition of the supplies or services.
Performance Steps:

b. Determine if requirement is a repair part and address whether it has been screened IAW DFARS PGI 217.7506. If screened, provide Acquisition Method Code (AMC) and Acquisition Method Suffix Code (AMSC), and the approximate date technical data package will be available.

8) Describe market research: In paragraph format describe the extent and the results of the market research (FAR Part 10) conducted to identify all qualified sources. Research must have been meaningful and conducted within the previous 12 months.

9) Identify interested sources.

a. List sources that have written to express interest in the acquisition.

b. If applicable, clearly state, -To date, no other sources have written to express an interest. -

c. Identify why other sources were rejected if 10 U.S.C.2304(c)(1) is cited.

d. Identify notices required by FAR Part 5.201 and state that they shall or have been published, and that any bids or proposals received shall be considered.

e. If applicable, identify exception in FAR Part 5.202 which authorizes the exception to public notification.

10) Provide additional information relevant to the decision to restrict or limit competition.

a. Identify procurement history. CCO must make reasonable efforts to retrieve the following items from computer records, contract files, competition advocate office files or other sources are expected.

1. Identify contract numbers and dates of the last several awards.

2. Identify the competitive status of past actions.

3. Identify the authority previously used for less than full and open competition.

4. Provide a summary of the contents of paragraph 7 of the justification for previous justifications an explanation of the results.

5. Identify any prior award accomplished by full and open competition and a detailed explanation of the changed circumstances.

6. Explain any unusual patterns which may be revealed by the history, e.g., several consecutive, urgent buys.

7. Identify any justifications prepared to support the procurement before this one, and briefly describe the circumstances justifying the buy and whether there have been any significant changes.

b. Identify acquisition data availability: In paragraph format explain why technical data packages, specifications, engineering descriptions, statements of work or purchase descriptions suitable for full and open competition have not been developed or are not available. Describe actions taken or planned to remedy this situation.
Performance Steps:

c. Identify unusual and compelling urgency when citing FAR Part 6.302-2.

1. Provide estimated cost or other rationale to explain the nature and extent of the injury to the Government.

2. Describe the reasons that first article testing is required on this procurement and why other means of assuring quality are not being used if this delay is the principal reason for not awarding the contract on a full and open basis.

d. Identify subcontracting competition: Describe in single source situations the efforts being taken by the Government to assure that the prime contractor obtains as much competition as possible in its subcontracting.

11) Obtain signature for required technical certification: Provide signature block for certifying official. Insert language similar to, -I certify that the supporting data under my cognizance which are included in the justification are accurate and complete to the best of my knowledge and belief.‖

12) Obtain signature for requirements certification: Provide signature block for certifying official. Insert language similar to, -I certify that the supporting data under my cognizance which are included in the justification are accurate and complete to the best of my knowledge and belief.‖

13) Fair and reasonable cost determination.

a. Provide signature block for contracting officer. Insert language similar to, -I hereby determine that the anticipated cost to the Government for this contract action will be fair and reasonable.‖

b. Provide the basis for this determination (e.g., describe techniques to be used to determine fair and reasonable price, such as cost analysis, price analysis, audit, should cost, independent Government estimate, etc.). As part of this basis, indicate whether certified cost or pricing data will be required or if one of the exceptions in FAR Part 15.403 will apply.

14) Obtain Contracting Officer Certification. Provide signature block for Contracting Officer who will sign the contract resulting from the justification and approval. Insert language similar to, -I certify that this justification is accurate and complete to the best of my knowledge and belief.‖

15) Obtain legal review. Provide signature block for legal reviewer. Insert language similar to, -I find this document to be legally sufficient.‖

16) Obtain approval from the special competition advocate IAW FAR 13.501(a)(2). Provide signature block for approving official. Insert language similar to, -Based on the foregoing, I approve this sole source justification subject to availability of funds, and provided that the services and property herein described have otherwise been authorized for acquisition.‖

c. Validate information.

1) Verify information obtained from the requiring activity.

2) Consider information received in response to notice announcing intent to award sole source.

d. Complete necessary reviews.
Performance Steps:

1) Prepare contract file for review.

2) Obtain required signatures IAW Step 4.a. (11-16), above.

e. Determine FAR Part 5 requirements for making the justification publically available. Comply with requirements IAW FAR 5.207(c)(14).

f. Proceed with procurement process.
   1) Following Award, ensure compliance IAW FAR Part 6.305 which requires the justification to be made publically available.

5. Document Brand Name procurement utilizing SAP or SAP Test Program for commercial items.

NOTE: See Office of Management and Budget Brand Name Or Equal annual memorandums.

a. Identify whether IGE requires the use of SAP or SAP Test Program for the acquisition.

b. For requirements satisfied through SAP utilize the format prescribed in Step 3, -Document Sole Source procurement utilizing Simplified Acquisition Procedures for requirements less than SAT,II with the following exceptions.
   1) Comply with availability requirements IAW FAR Part 5.102(a)(6), which require the justification documentation to be included with the solicitation.

   2) Contracting officers shall carefully screen and remove contractor proprietary data from all justifications when satisfying the requirement to make a justification publically available.

c. For requirements satisfied through SAP Test Procedures, utilize the format prescribed in Section 4, -Document Sole Source procurement utilizing Simplified Acquisition Procedures Test Program for commercial items for requirements greater than SAT,II with the following exceptions.

   1) Comply with availability requirements IAW FAR Part 5.102(a)(6) which require the justification documentation to be included with the solicitation.

   2) Contracting officers shall carefully screen and remove contractor proprietary data from all justifications IAW FAR Part 6.305(c) when satisfying the requirement to make a justification publically available.

6. Document restricting competition when using Federal Supply Schedules (FSS) for requirements below $100,000.

a. Provide requiring activity format below to obtain information required for documentation.

   1) Identify contracting activity.

   2) Provide a description of the action.

      a. Determine if action is a new requirement or a follow-on requirement.

      b. Determine if a modification to existing award. Provide Task/Delivery Order number for reference.

      c. Identify Contractor business name, address, and phone number.

   3) Describe supplies or services required.
Performance Steps:

a. Provide description of supplies or services. Description should be brief and describe in layman’s terms how the requirement will be satisfied.

b. Identify make and model number when appropriate.

c. Identify quantity (supply) or period of performance (service) requested.

d. For modifications, distinguish between requirements from the original contract award, and those proposed under the modification.

e. Identify the IGE for the proposed action.

4) Cite FAR Part 8.405-6(f) as the authority for restricting or limiting competition.

5) Document factors utilized in best value determination if other than price and the trade-offs made that support the determination IAW FAR Part 8.405-1(c)(3).

6) Define Rationale for Authority Cited: In paragraph format describe the detrimental effects/serious injury to the mission of the requiring activity or to the government, financial or otherwise, which will result if the justification is not approved.

7) Obtain legal review. Provide signature block for legal reviewer. Insert language similar to, -I find this document to be legally sufficient.‖

8) Obtain Contracting Officer approval. Provide signature block and insert language similar to, -Based on the foregoing, I approve this restriction of consideration justification subject to the availability of funds, and provided that the services and property herein described have otherwise been authorized for acquisition.

b. Validate information.

1) Verify information obtained from the requiring activity.

2) Verify the supplies or services being requested are available on the schedule.

CAUTION: When for administrative convenience open market items are added to a BPA or individual task /delivery order, Contracting Officer shall comply with requirements of FAR Part 8.402(f).

c. Complete necessary reviews.

1) Prepare contract file for review.

2) Obtain required signatures IAW Step 6.a.(7-8), above.

d. Determine FAR Part 5 requirements for making the justification publically available.

NOTE: There is no requirement to make publically available justifications utilizing the authority cited in this procedure.

e. Proceed with procurement process.

7. Document restricting competition when using FSS in excess of $100,000 or Orders against Multiple Award Contracts when fair opportunity is not provided IAW FAR Part 8.405-6/DFARS 208.405-70 and FAR Part 16.505(b)/DRARS Part 216.505-70.

NOTE: FAR Part 6 is not applicable to contracts awarded under FSS IAW FAR Part 8.405-6.

a. Provide requiring activity format below to obtain information required for documentation.
Performance Steps:

1) Identify contracting activity.

2) Provide a description of the action.
   a. Determine if action is a new requirement or a follow-on requirement.
   b. Determine if a modification to existing award. Provide Task/Delivery Order number for reference.
   c. Identify pricing (Firm-Fixed Price, Time & Materials, Cost, etc.).
   d. Identify type of funding (R&D, OPA, OMA).
   e. Identify Contractor business name, address, and phone number.

3) Describe supplies or services required.
   a. Provide description of supplies or services. Description should be brief and describe in layman’s terms the requirement being satisfied.
   b. Identify make and model number when appropriate.
   c. Identify quantity (supply) or period of performance (service) requested.
   d. For modifications, distinguish between requirements from the original contract award, and those proposed under the modification.
   e. Identify the IGE for the proposed action.

4) Cite the correct authority for restricting or limiting competition.
   a. Determine for Orders against FSS, IAW FAR Part 8.405-6(g), Authority of the Multiple Award Schedule Program, Title III of the Federal Property and Administrative Services Act of 1949 (41 USp 251, et seq.) and Title 40 USC 501, Services for Executive Agencies, which exception applies IAW DFARS Part 208.405-70(b).
      1. Cite DFARS Part 208.405-70(b)(1) as authority when a statute expressly authorizes or requires that purchase be made from a specified source.
      2. Cite FAR Part 16.505(b)(2)(i) as authority when the agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
      3. Cite FAR Part 16.505(b)(2)(ii) as authority when only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
      4. Cite FAR Part 16.505(b)(2)(iii) as authority when the order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
   b. Determine for Orders against Multiple Award ID/IQ Contracts, IAW FAR 16.505(b)(2) and DFARS 216.505-70(b) which exception applies.
      1. Cite FAR Part 16.505(b)(2)(i) as authority when the agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
Performance Steps:

2. Cite FAR Part 16.505(b)(2)(ii) as authority when only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

3. Cite FAR Part 16.505(b)(2)(iii) as authority when the order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

4. Cite FAR Part 16.505(b)(2)(iv) as authority when it is necessary to place an order to satisfy a minimum guarantee.

5) Document factors utilized in best value determination if other than price and the trade-offs made that support the determination made, above, in Step 4.

6) Describe market research. In paragraph format, identify the extent of the market research conducted among the schedule or contract holders and the results or a statement of the reason that market research was not conducted.

7) Identify actions to increase competition. In paragraph format, describe the actions, if any, the agency may take to remove or overcome any barriers to consideration or fair opportunity prior to any subsequent acquisition for the supplies or services.

8) Provide additional information relevant to the decision to restrict or limit competition. Insert any information specific to the acquisition necessary to accurately document the process of ensuring compliance with governing regulations.

9) Obtain signature for required technical certification. Provide signature block for certifying official. Insert language similar to, -I certify that the supporting data under my cognizance which are included in the justification are accurate and complete to the best of my knowledge and belief-.

10) Obtain legal review. Provide signature block for legal reviewer. Insert language similar to, -I find this document to be legally sufficient.-

11) Obtain Contracting Officer approval. Provide signature block and insert language similar to, -Based on the foregoing, I approve this restriction of consideration justification subject to the availability of funds, and provided that the services and property herein described have otherwise been authorized for acquisition.-

NOTE: The Contracting Officer can approve the document up to $550,000. For requirements between $550,000 and $1 Million, the Special Competition Advocate is the approval authority. If requirement exceeds the Contracting Officer’s approval authority of $550,000, change the contracting officer’s signature block to read, -Contracting Officer’s Certification. Insert language similar to, -I certify that this justification is accurate and complete to the best of my knowledge and belief.-

12) Obtain approval from the special competition advocate IAW FAR 13.501(a)(2). Provide signature block for approving official. Insert language similar to, -Based on the foregoing, I approve this sole source justification subject to availability of funds, and provided that the services and property herein described have otherwise been authorized for acquisition.-

b. Validate information.

1) Verify information obtained from the requiring activity.

2) Verify the supplies or services being requested are available on the schedule.
Performance Steps:

CAUTION: When for administrative convenience open market items are added to a BPA or individual task/delivery order under an FSS, the Contracting Officer shall comply with requirements of FAR 8.402(f).

c. Complete necessary reviews.
   1) Prepare contract file for review.
   2) Obtain required signatures IAW Step 7.a.(9-12), above.

d. Determine FAR Part 5 requirements for making the justification publically available.
   1) Comply with availability requirements IAW FAR Part 5.102(a)(6) which requires the justification documentation to be included with the solicitation.
   2) Comply with requirements IAW FAR Part 5.207(c)(14).

e. Proceed with procurement process.

8. Document restricting competition when not utilizing SAP. Document IAW FAR Part 6.302 format in Step 8 of this task.

a. Provide required information necessary for documentation IAW AFARS Part 5153.9005.
   1) Identify contracting activity.
   2) Provide a description of the action.
      a. Determine if action is a new requirement or a modification.
      b. Identify contract type (Firm-Fixed Price, or other).
      c. Identify type of funding (R&D, OPA, OMA).

3) Describe supplies or services required.
   a. Provide description of supplies or services. Description should be brief and describe in layman’s terms how the requirement will be satisfied.
   b. Identify make and model number when appropriate.
   c. Identify quantity (supply) or period of performance (service) requested.
   d. Identify any options included in the requirement.
   e. For modifications, distinguish between requirements from the original contract award, and those proposed under the modification.
   f. Identify the IGE for the proposed action.

4) Cite the correct FAR authority and statutory authority for restricting or limiting competition. a.

Cite FAR Part 6.302-1, and 10 U.S.C. 2304(c)(1) or 41 U.S.C. 253(c)(1) when only one responsible source and no other supplies or services will satisfy agency requirements. If used in a follow-on acquisition, include an estimate of the cost to the Government that would be duplicated and how the estimate was derived.
Performance Steps:

b. Cite FAR Part 6.302-2 and 10 U.S.C. 2304(c)(2) or 41 U.S.C. 253(c)(2), when requirement has an unusual and compelling urgency. Include the required delivery schedule and lead-time involved as well as a discussion of the serious injury to the Government which would result if award of a contract is delayed. Request offers from as many potential sources as practicable under the circumstances.

c. Cite FAR Part 6.302-3 and 10 U.S.C. 2304(c)(3) or 41 U.S.C. 253(c)(3), when requirement is for industrial mobilization; engineering, developmental, or research capability; or expert services.

d. Cite FAR Part 6.302-4 and 10 U.S.C. 2304(c)(4) or 41 U.S.C. 253(c)(4), when requirement is addressed by an International agreement.

e. Cite FAR Part 6.302-5 and 10 U.S.C. 2304(c)(5) or 41 U.S.C. 253(c)(5), when a requirement is authorized or required by statute.

f. Cite FAR Part 6.302-6 and 10 U.S.C. 2304(c)(6) or 41 U.S.C. 253(c)(6) when requirement involves national security. Request offers from as many potential sources as practicable under the circumstances.

g. Cite FAR Part 6.302-7 and 10 U.S.C. 2304(c)(7) or 41 U.S.C. 253(c)(7), when requirement involves an issue of public interest.

5) Define Rationale for Authority Cited: Describe how this action requires the use of the authority cited. If applicable, identify the proposed or potential contractor(s), and include a discussion of the proposed contractor’s unique qualifications for fulfilling the contract requirements. Answer this question: Why is this the only contractor that can fulfill the Government requirement?

6) Describe efforts to obtain competition to the maximum extent practicable. Identify efforts to ensure that offers are solicited from as many potential sources as is practicable. Also describe the extent of effective competition anticipated for this acquisition.

7) Describe actions to increase competition. There may be instances when it is not possible to compete the current acquisition. Include a statement of the actions taken, or to be taken, to increase competition (e.g., breakout) before any subsequent acquisition of the supplies or services. Provide the approximate date the technical data package will be available.

8) Describe market research: In paragraph format identify the extent and the results of the market research (FAR Part 10) conducted to identify all qualified sources. Research must have been meaningful and conducted within the previous 12 months.

9) Identify interested sources.

a. Identify whether a notice announcing the intent to award a sole source contract was or will be publicized as required by FAR Part 5.2. Cite applicable exception from FAR Part 5.202(1-13) when notice is not required.

b. Identify responses received, if any, to the publicized notice.

c. Identify what actions will be taken to increase competition before subsequent acquisitions are required.

10) Provide additional information relevant to the decision to restrict or limit competition.
Performance Steps:

a. Identify procurement history. CCO must make reasonable efforts to retrieve the following items from computer records, contract files, competition advocate office files or other sources are expected.
   1. Identify contract numbers and dates of the last several awards.
   2. Identify the competitive status of past actions.
   3. Identify the authority previously used for less than full and open competition.
   4. Provide a summary of the contents of paragraph 7 for previous justifications an explanation of the results.
   5. Identify any prior award accomplished by full and open competition and a detailed explanation of the changed circumstances.
   6. Explain any unusual patterns which may be revealed by the history, e.g., several consecutive, urgent buys.
   7. Identify any justifications prepared to support the procurement before this one, and briefly describe the circumstances justifying the buy and whether there have been any significant changes.

b. Identify acquisition data availability: In paragraph format explain why technical data packages, specifications, engineering descriptions, statements of work or purchase descriptions suitable for full and open competition have not been developed or are not available. Describe actions taken or planned to remedy this situation.

c. Identify unusual and compelling urgency when FAR Part 6.302-2 is cited.
   1. Provide estimated cost or other rationale to explain the nature and extent of the injury to the Government.
   2. Describe the reasons that first article testing is required on this procurement and why other means of assuring quality are not being used if this delay is the principal reason for not awarding the contract on a full and open basis.

d. Identify subcontracting competition: Describe in single source situations the efforts being taken by the Government to assure that the prime contractor obtains as much competition as possible in its subcontracting.

11) Obtain signature for required technical certification. Provide signature block for certifying official. Insert language similar to, -I certify that the supporting data under my cognizance which are included in the justification are accurate and complete to the best of my knowledge and belief.

12) Obtain signature for requirements certification: Provide signature block for certifying official. Insert language similar to, -I certify that the supporting data under my cognizance which are included in the justification are accurate and complete to the best of my knowledge and belief.

13) Fair and reasonable cost determination. Provide signature block for Contracting Officer. Insert language similar to, -I hereby determine that the anticipated cost to the Government for this contract action will be fair and reasonable.
Performance Steps:

a. Provide signature block for contracting officer. Insert language similar to, "I hereby determine that the anticipated cost to the Government for this contract action will be fair and reasonable." II

b. Provide the basis for this determination (e.g., describe techniques to be used to determine fair and reasonable price, such as cost analysis, price analysis, audit, should cost, independent Government estimate, etc.). As part of this basis, indicate whether certified cost or pricing data will be required or if one of the exceptions in FAR Part 15.403 will apply.

14) Obtain Contracting Officer Certification. Provide signature block for Contracting Officer who will sign the contract resulting from the justification and approval. Insert language similar to, "I certify that this justification is accurate and complete to the best of my knowledge and belief." II

15) Obtain legal review. Provide signature block for legal reviewer. Insert language similar to, "I find this document to be legally sufficient." II

16) Obtain approval from the special competition advocate IAW FAR 13.501(a)(2). Provide signature block for approving official. Insert language similar to, "Based on the foregoing, I approve this sole source justification subject to availability of funds, and provided that the services and property herein described have otherwise been authorized for acquisition." II

b. Validate information.

1) Verify information obtained from the requiring activity.

2) Consider information received in response to notice announcing intent to award sole source.

c. Complete necessary reviews.

1) Prepare contract file for review.

2) Obtain required signatures IAW Step 8.a. (11-16), above.

d. Determine FAR Part 5 requirements for making the justification publically available.

1) Comply with requirements IAW FAR Part 5.207(c)(14).

2) Comply with availability requirements IAW FAR Part 5.102(a)(6) which requires the justification documentation to be included with the solicitation.

e. Proceed with procurement process.

1) Following Award, ensure compliance IAW FAR Part 6.305 which requires the justification to be made publically available.

Evaluation Preparation and Guidance: Setup: For training and evaluation, assign CCO an organization to support. Provide all applicable information related to the unit(s), equipment, and mission necessary to identify organization.

Brief Soldier: Given the scenario, correctly determine the key information necessary for a CCO to obtain from a supported organization in order to accurately identify them and understand their contracting needs.
Performance Measures:

1. Received purchase request requiring the restriction or limiting of competition.  
   GO  NO-GO

2. Identified correct authority authorizing restriction or limiting of competition.  
   GO  NO-GO

3. Prepared justification IAW appropriate format.  
   GO  NO-GO

4. Obtained required approvals.  
   GO  NO-GO

5. Announced requirement as required.  
   GO  NO-GO

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Supporting Individual Tasks: NA

Supported Collective Tasks: NA

Supported Army Universal Task List (FM 7-15):

ART 4.1.5 Provide Contracting Support


SN 4.6.1.3.1 Acquire Supplies and Services by Contract  
SN 4.6.1.3.2 Perform Contracting Officer Duties  
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties  
SN 4.6.1.3.4 Provide Contracting Administration
Task 2-6
SYNOPSIS PROPOSED CONTRACT ACTIONS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) with access to FAR, DFARS, AFARS, and local policies, in a garrison or field environment. Prepare a synopsis, given a purchase request, written procurement plan or acquisition strategy, and market research.

Standards: Prepare a complete, accurate synopsis in compliance with appropriate regulations, laws, and local policies that clearly communicates the Government’s intent to solicit for required supply items, services or construction. The synopsis will allow the prospective offerors to make an informed business judgment regarding the solicitation.

Performance Steps:

1. Determine if a synopsis is required IAW FAR Part 5.
   a. Review the procurement plan or acquisition strategy.
   b. If the item is a commercial item, employ the combined synopsis and solicitation IAW FAR Part 12.603, content at FAR Part 5.207(a) and FAR Part 12.603(2). (See Task 2-7 Solicit Competition).
   c. If an exemption to synopsis applies and a written solicitation is conducted, utilize the SF1449 IAW FAR Part 12.204. (See Task 2-7; Solicit Competition)

   NOTE: The Exception at FAR Part 5.202(a)(12) applies in overseas contingencies only when soliciting locally.

2. If the situations at 1b or 1c do not apply and a synopsis is required, prepare the synopsis IAW FAR Part 5.207.
   b. Data.
   c. Year.
   e. Contracting Office Zip Code.
   f. Classification Code.
   g. Contracting Office Address.
   h. Subject.
   i. Proposed solicitation Number.
   j. Opening and Closing Response Date.
   k. Contact Point or Contracting Officer.
   l. Contract Award or Solicitation Number.
   m. Contract Award Dollar Amount.
   n. Contractor.
   o. Contract Award Date.
   p. Description- see extended description at FAR Part 5.207(c)(1)-(19)
   q. Place of Contract Performance.
   r. Set-aside Status.

3. Transmit the synopsis to the Government Point of Entry (GPE) (Army Single Face To Industry) in accordance with the interface description available at Federal Business Opportunity (www.fedbizopps.gov).
Performance Steps:

4. Prepare a synopsis for cancellation as authorized by FAR 5.207(g).
   a. Determine the reason for cancellation of solicitation.
      1) Is it in the best interest of the Government?
      2) The requirement is no longer needed for supplies or service.
      3) Amendments for the requirement would have such a big change that a new solicitation would be required.
   b. Put the correct information for notice of cancellation.
      1) Solicitation number.
      2) Explanation for cancellations.
   c. Post cancellation.

Evaluation Preparation and Guidance: Provide the Soldier a written scenario, procurement plan and solicitation requiring synopsis. Stop the Soldier just before posting the mock synopsis. After solicitation has been posted, inform the Soldier it must be cancelled. Evaluate each Soldier according to the performance measure.

Performance Measures:  

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References:

Supporting Individual Tasks: NA

Supported Collective Tasks: NA

Supported Army Universal Task List (FM 7-15):

ART 4.1.5 Provide Contracting Support


SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties
SN 4.6.1.3.4 Provide Contracting Administration Services

Equipment and Materials Required- FAR, DFAR, AFARS, and a prepared solicitation

2 - 60
Task 2-7
SOLICIT COMPETITION

Conditions: Assigned as a Contingency Contracting Officer with access to FAR, DFARS, AFARS, and local policies, in a garrison or field environment. Prepare a solicitation given a complete purchase request and supporting documentation, a procurement plan or acquisition strategy, market research, and other related documents.

Standards: Prepare a solicitation including the required clauses and provisions which is in compliance with appropriate regulations, laws, applicable and local policies. The solicitation results in meeting the requirement to compete contract actions.

Performance Steps:

1. Review the solicitation method as written in the procurement plan or acquisition strategy and utilize one of the following procedures.

   NOTE: See Task 3-3 Issue Delivery / Task Order or Blanket Purchase Agreement (BPA) call for information regarding fair opportunity.

   a. Conduct oral quote(s) IAW FAR Part 13.106-1(c) using, Simplified Acquisition Procedures (SAP).

   b. Conduct a Request for Quote (RFQ) using SF 1449 (Solicitation/Contract/Order for Commercial Items) for commercial items, using SAP.

   c. Conduct a Request for Proposal (RFP) using the SF 1449 for commercial items with more complex requirements, using SAP.

   d. Conduct a combined synopsis and solicitation for commercial items as described at FAR Part 12.603, using SAP.

   e. Conduct a RFP using the SF 1442 for Construction, using SAP.

2. Conduct oral quote(s) IAW FAR 13.106-1(c), using SAP.

   a. Ensure the following:

      1) The acquisition does not exceed the Simplified Acquisition Threshold (SAT).

      2) Oral solicitation is more efficient than soliciting through available electronic commerce alternatives.

      3) Notice is not required under FAR 5.101. See Task 2-6, Synopsize Proposed Contract Action.

   NOTE: Prepare pre-award notice IAW FAR 13.105(d) if funded in part or in whole by the American Recovery and Reinvestment Act of 2009.

   b. Develop a script and record of solicitation that includes the following:

      1) Identify the CCO and the office.

      2) Confirmation the vendor will respond to an oral request for quotation.

      3) Description of item/service required including quantity, delivery date, and location.

      4) Anticipated contract type.

      5) Method of offer evaluation.

      6) Payment office and method.

      7) Identify the contractor inquiry method (phone, email).
Performance Steps:

8) The response time and method of response.
9) Call date, time and contractor POC.
10) Identify applicable clauses and provisions.

NOTE: Be sure that the same information is provided to each solicited vendor.

NOTE: Overseas, this action may require an interpreter.

c. To the maximum extent practicable, solicit competition from three sources, two of which were not used in the previous solicitation IAW FAR 13.104(b).

d. Document the following:
   1) A description of the requirement.
   2) Rationale for use of an oral solicitation.
   3) Sources solicited, including the date, time, name of individuals contacted, prices offered and any additional terms and conditions specified by the contractors.

WARNING: The Contracting Officer shall issue a written solicitation for construction requirements exceeding $2,000 IAW 13.301-6-1(d). See Performance Step 6.

WARNING: Never engage in conduct that favors one source over another, reveal an offeror’s quote, or technical information.

3. Conduct a RFQ using SF 1449 (Solicitation/Contract/Order for Commercial Items) for commercial items above or below the SAT, using SAP.

   a. Ensure the following:
      1) The acquisition does not exceed the thresholds at FAR 13.500(a).
      2) Notice was posted IAW FAR 5.101 or notice is not required IAW exceptions at FAR 5.202. See Task 2-7; Synopsis Proposed Contract Action.

   NOTE: Prepare pre-award notice IAW FAR 13.105(d) if funded in part or in whole by the American Recovery and Reinvestment Act of 2009.

   b. Prepare the SF 1449 transferring data from the purchase request and procurement plan or acquisition strategy.

      1) Ensure the CLIN structure is sufficient for the contractor to understand the requirement and later prepare an invoice after delivery.

      2) Ensure all fill-in provisions and clauses are properly filled-in. This is particularly important with FAR Clause 52.212-2; Evaluation—Commercial Items.

      3) Establish a deadline for submission of quotes sufficient to allow offerors to research and prepare offers. Less than 30 days is authorized IAW FAR 12.205(c).

      4) Clearly identify the requirements for completion and submission method for the RFQ, e.g.; complete the SF 1449, filling in the unit and total prices in the schedule and return it to the email address at XXX@us.army.mil or a group email.
Performance Steps:

NOTE: It is effective to use two POCs as return email addresses. It is also effective to place this information in 52.212-2 because offerors will look there to see what is being evaluated and see the return addresses.

   c. Employ Army Single Face to Industry (ASFI) to post the SF 1449 RFQ IAW local policy.
   d. Solicit RFQs from local vendors using any means possible IAW local procedures.

      1) Exception: The action requires a synopsis.
      2) To the maximum extent practicable, send RFQ to three sources, two of which were not used in the previous solicitation IAW FAR 13.104(b).

NOTE: A RFQ does not have the same legal effect as the RFP (see FAR 13.004). A quote is not an offer. A contract is not established until the Government issues an order and the contractor accepts that order.

4. Conduct a RFP using the SF 1449 for commercial items with more complex requirements (i.e., technical services, etc. using FAR Part 13.5 procedures).

NOTE: Prepare pre-award notice IAW FAR 13.105(d) if funded in part or in whole by the American Recovery and Reinvestment Act of 2009.

   a. A RFP is conducted in the same fashion as a RFQ, with few exceptions.
   b. Clearly define the required proposal elements the offeror must provide in response to the RFP.
   c. Encourage the use of existing product literature IAW FAR 12.205(a).
   d. Allow offerors to propose more than one product that will meet the Government’s need IAW FAR 12.205(c).
   e. Consider other commercial terms and conditions as presented by the seller (offeror) IAW FAR 12.213.

NOTE: The proposal, as offered, is binding if the Government accepts it.

5. Conduct a combined synopsis and solicitation as described at FAR 12.603.

   a. Ensure the item being procured meets the definition of commercial item in FAR Part 2.
   b. Determine that a synopsis is required IAW FAR Part 5.201 and no exception applies at FAR 5.202.
   c. Prepare a document following the format at FAR 12.603(c)(2)(i) through (xvi); Streamlined Solicitation for Commercial Items.

NOTE: When using the combined synopsis/solicitation procedure, the SF 1449 is not used for issuing the solicitation.

   d. Establish a response time IAW FAR 5.203(b), taking into consideration complexity, availability, commerciality, and urgency of the requirement.
   e. Post the combined synopsis and solicitation to Army Single Face To Industry (ASFI).
   f. If there are any amendments to solicitations, they must be published in the same manner as the initial synopsis and solicitation (FAR 12.603(c)(4)).
Performance Steps:

NOTE 1: The synopsis/solicitation must include enough information to permit vendors to develop quotations or offers.

NOTE 2: Because the synopsis and solicitation are contained in a single document, it is not necessary to publicize a separate synopsis 15 days before the issuance of the solicitation.

6. Conduct a RFP using the SF 1442 for Construction, using SAP.
   a. Ensure that the action is below the SAT.
   b. Complete the SF 1442 IAW FAR Part 36.701(a).

   1) State the magnitude of the project IAW FAR Part 36.204 (i.e., Renovate latrines including replacement of lavatories and toilets. Magnitude of project is estimated between $25,000 and $100,000).
   2) Construct CLIN structure to maximize firm fixed price on a lump sum basis for projects which should be completed in a relatively short timeframe (less than 30 days).
   3) Ensure the statement of work defining the CLIN description is an attachment or exhibit in the solicitation.
   4) Include the date and time of any site survey in the solicitation, if it has been determined that a pre-proposal site visit is necessary.
   5) Advise the offerors if a payment bond is required IAW FAR 28.102-1(b) and FAR 28.102-2(c) and include appropriate clauses.
   6) Incorporate appropriate labor standards IAW FAR 22.4 and DFARS Subpart 222.4, along with Davis Bacon Act Wage Determination and appropriate clauses.
   7) Incorporate any other applicable clauses and provisions and ensure all fill-ins are appropriately completed.
   8) Clearly define the required proposal elements the offeror must provide in response to the RFP.
   9) Establish a deadline for submission of offers sufficient to allow contractors adequate time to research and prepare offers.

   c. Employ ASFI to post the SF 1442 RFP IAW local policy.
   d. Solicit RFPs from local vendors using any means possible IAW local procedures.
      1) Unless the action requires synopsis.
      2) To the maximum extent practicable, send RFP to three sources, two of which were not used in the previous solicitation IAW FAR Part 13.104(b).

Evaluation Preparation and Guidance:

For training and evaluation, provide Soldier with a purchase request for each of the types of solicitations in the task.

Given the different requirements, have the Soldier conduct an oral solicitation; prepare a written RFQ for commercial items using SAP; prepare a RFP for commercial items for more complex requirements using SAP; prepare a combined synopsis/solicitation for commercial items using SAP; and, prepare a RFP for a construction project using SAP.
Performance Measures:

1. Conducted oral solicitation correctly and documented appropriately.  
2. Conducted RFQ correctly including applicable clauses and provisions.  
3. Conducted RFP correctly including applicable clauses and provisions.  
4. Conducted RFP for construction correctly including applicable clauses and provisions.  
5. Conducted combined synopsis/solicitation correctly including applicable clauses and provisions.

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<td>FAR - Publicizing Contract Actions</td>
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<td>FAR - Acquisition of Commercial Items</td>
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<td>Part 36</td>
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<td>FAR - Construction and Architect -- Engineer Contracts</td>
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<td>Part 213.307</td>
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<td>DFARS PGI – Forms</td>
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Supporting Individual Tasks:

2-2 Review Purchase Request and Supporting Documents  
2-3 Conduct Market Research

Supported Collective Tasks:

Supported Army Universal Task List (FM 7-15):

ART 4.1.5 Provide Contracting Support


SN 4.6.1.3.1 Acquire Supplies and Services by Contract  
SN 4.6.1.3.2 Perform Contracting Officer Duties  
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties  
SN 4.6.1.3.4 Provide Contracting Administration Services

Equipment and Materials Required:

1. Sample requirement packages  
2. Sample SF 1449  
3. Sample SF 1442
**Task 2-8**

**RECEIVE SOLICITATION RESPONSES**

**Conditions:** Assigned as a Contingency Contracting Officer with access to FAR, DFARS, and AFARS, in garrison and field environment receive solicitation responses.

**Standards:** Received solicitation responses and secured them IAW FAR, DFARS, and AFARS.

**Performance Steps:**

1. Upon receipt of a response (quotes, offers, proposals) annotate the date and time received and mark the data, -Source Selection Information.

2. Take the following actions to safeguard solicitation responses from unauthorized disclosure throughout the source selection process:
   a. Do not leave quotes/proposals open for view by others.
   b. Do not have quotes/proposals in an area with easy access.
   c. Ensure quotes/proposals are accounted for each day.
   d. If possible secure quotes/proposals where access is limited.

**WARNING:** IAW FAR 3.104-4 and AFARS Part 5103.104-4, except as specifically provided, no person or other entity may disclose contractor bid or proposal information or source selection information to any person other than a person in accordance with applicable agency regulations or procedures, authorized, to receive such information.

**Evaluation Preparation and Guidance:** Simply ask the Soldier what are they to do upon receiving quotes. Additionally ask them at least three questions that would test their knowledge of safeguarding quotes/proposals.

**Performance Measures:**

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>1. Properly received and marked solicitation responses.</td>
<td></td>
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<tr>
<td>2. Took steps to safeguard solicitation responses from unauthorized disclosure.</td>
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**References:**

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</table>
Supporting Individual Tasks:

2-7 Solicit Competition
2-9 Evaluate Offers

Supported Collective Tasks: NA

Supported Army Universal Task List (FM 7-15):

ART 4.1.5 Provide Contracting Support


SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties
SN 4.6.1.3.4 Provide Contracting Administration Services

Equipment and Materials Required

Sample offers in response to RFQ
Sample offers in response to RFP
Sample Technical proposals
Sample TEB results
Task 2-9
EVALUATE OFFERS

Conditions: Assigned as a Contingency Contracting Officer (CCO) with access to FAR, DFARS, AFARS and local policies, in a garrison or field environment, evaluate offers.

Standard: Evaluated offers consistent with the specifications in the solicitation and determined the offer that is the best value.

Performance Steps:
1. Review the evaluation of offers process as defined during procurement planning and described in the solicitation.

   NOTE: The procedures that follow address simplified acquisition procedures. If employing source selection IAW FAR Part 15, see the Army Source Selection Manual.

   WARNING: IAW FAR Part 3.104-4 and AFARS Part 5103.104-4, except as specifically provided, no person or other entity may disclose contractor bid or proposal information or source selection information to any person other than a person authorized IAW applicable agency regulations or procedures to receive such information.

2. Eliminate unresponsive offerors not meeting the requirements of the solicitation. Document the file regarding their elimination from evaluation in the abstract or a separate memorandum for record IAW local procedures.

3. Ensure offers are not debarred, suspended or proposed for debarment by checking the Excluded Parties List System (EPLS) IAW FAR Part 9.405. Do not evaluate offers, quotes, or proposals from a contractor included in the EPLS. Document the file regarding their elimination from evaluation in the abstract or a separate memorandum for record IAW local procedures.

4. Verify prospective contractors are registered in Contractor Central Registration (CCR) IAW FAR Part 4.1103. Do not award to a contractor not in the CCR IAW FAR Part 4.1103(b)(2). Document the file regarding their elimination from evaluation/award in the abstract or a separate memorandum for record IAW local procedures. See the exceptions at FAR Part 4.1102 regarding deployed contracting officers in the course of military operations and awards made to foreign vendors for work performed outside the United States.

5. Apply the evaluation criteria and process defined in the solicitation consistent with FAR Part 13.106-2 as listed below.

   CAUTION: The award of a contract to a supplier based on lowest evaluated price alone can be false economy if there is subsequent default, late deliveries, or other unsatisfactory performance resulting in additional contractual or administrative costs (FAR Part 9.103).
Performance Steps:

a. Price and Past Performance Best Value Determination FAR Part 13.106-2((b)(4)(ii). Award to the lowest priced offeror, with the highest past performance rating possible, if that offer represents the best value to the Government when compared to any lower priced offer.
   1) Rank order offers according to price.
   2) Gather and evaluate past performance information from all available in accordance with FAR Part 13.106-2(a)(3).
   3) Award to the lowest priced offeror with the highest past performance unless there is another offer with a higher price and higher past performance rating representing a better value to the Government. The increase in price must be equal in value to the perceived benefit from the expected higher level of performance.

NOTE: This technique is used in situations where technical acceptability is readily apparent and therefore not evaluated, e.g.; Number two lead pencils, yellow.

NOTE: A lack of past performance is considered neutral IAW FAR Part 15.305(a)(2)(iv).

NOTE: Regardless of contract dollar value, past performance where a contract is terminated for cause shall be listed on line in the Federal Government Past Performance Information Retrieval System (PPIRS) IAW DFARS PG1 212.403(c). Reporting thresholds for a completed contracts or completed periods of performance ended without termination are available at AFARS Part 5142.1502-90.

   1) Identify the lowest priced technically acceptable offer meeting the requirements of the solicitation.
   2) Contact the requiring activity by easiest means possible (email, phone) to confirm the technical acceptability of the lowest price offer.
   3) Award to the lowest priced offeror that is technically acceptable to the requiring activity in accordance with the solicitation.

NOTE: Past performance can and should be an element of technical acceptability.

NOTE: Step two is required to prevent the requiring activity finding the item or service unacceptable upon delivery.

NOTE: For more complex services/products, technical acceptability is accomplished by a requiring activity Technical Evaluation Board (TEB) comparing the proposed service/product(s) to technical acceptability criteria established in the solicitation. A product or service is determined acceptable or unacceptable. There are no trade-offs. Offers are not ranked.
Performance Steps:

employing a Technical Evaluation Board.

1) Review the technical acceptability criteria and prepare a document to record individual TEB
member evaluations. A technical acceptability evaluation criteria form used to record the
acceptable / unacceptable rating for each criteria being evaluated is used during the
evaluation. Provide space on the form for additional comments per criteria. Include an
evaluator signature and date block.

2) Prepare source selection information. Mark source selection information as -Source
Selection Sensitivel to prevent mishandling and/or unauthorized release.

3) Assemble and instruct the TEB in accordance with the evaluation plan.
   a. Remind all TEB members of their responsibility to protect procurement sensitive
      information. Some agencies may require TEB members to sign a non-disclosure
      memorandum; check local policy before conducting the TEB.

   b. Provide the TEB with a copy of the solicitation with any pertinent amendments.

   c. Instruct members that they must evaluate all offers based on the solicitation and under no
      circumstances deviate from the evaluation criteria specified in the TEB form created in
      step c1.

   d. Instruct the members to conduct their evaluation independently.

   e. Identify how to contact the contracting officer if questions arise.

   f. Clarifications are authorized, through the contracting officer.

4) Close TEB as follows:
   a. Collect all TEB results and ensure each TEB member signed and dated each evaluation.

   b. Before releasing the TEB members, review their ratings for each proposal evaluated and
      ensure the TEB evaluated all proposals fairly and consistent with the evaluation criteria
      specified in the solicitation. Any discrepancies shall be addressed by the Contracting
      Officer.

   c. Document the TEB results in a summary matrix or memorandum for record and
      incorporate the evaluation forms in the contract file.

CAUTION: If the Contracting Officer discovers the TEB failed to rate an offer(s) IAW the specification in
the solicitation, the Contracting Officer shall not change the TEB record of rating. Rather, the Contracting
Officer shall prepare a separate memorandum for record (MFR) discussing the failure and any adjustment
in the final rating and place the MFR in the contract file.

5) Rank order offers according to price.

6) Identify the lowest priced offer identified as technically acceptable and award.

6. Determine fair and reasonable price IAW FAR Parts 13.106.

   a. Understand factors affecting price such as, delivery speed, terms of warranty, economic order
      quantities, and period of performance indicators (FAR Part 12.209).
Performance Steps:

b. Employ one of the following techniques:

1) Comparison to competitive quotations or offers.
2) If only one response is received, include a statement of price reasonableness in the contract file. The Contracting Officer may base the statement on the following:

a. Market research.
b. Comparison of the proposed price with prices found reasonable on previous purchases.
c. Current price lists, catalogs, or advertisements. However, inclusion of a price in a price list, catalog, or advertisement does not, in and of itself, establish fairness and reasonableness of the price.
d. A comparison with similar items in a related industry.
e. The Contracting Officer’s personal knowledge of the item being purchased.
f. Comparison to an independent Government estimate.
g. Any other reasonable basis.

7. Determine the contractor is reliable/responsible. IAW FAR Part 9.103(a), contracts shall be made to responsible contractors only. Ensure the contractor meets the following criteria IAW FAR Part 9.104-1:

a. Has adequate financial resources or ability to obtain them (this may be based on the company reputation).
b. Can meet delivery schedule.
c. Has a satisfactory performance record, specifically regarding quality standards of previous contracts IAW FAR Part 9.104-3(b).
d. Has a satisfactory record of integrity and business ethics.
e. Has the necessary organization, experience and skills to perform or the ability to obtain them.
f. Has the equipment and facilities to perform, or the ability to obtain them.
g. Be otherwise qualified and eligible to receive award under applicable law and regulation, e.g.; subsistence contracts may only be awarded to contractors meeting the requirements of AR 40-657, para 2-4.

8. Document the evaluation results and the fair and reasonable price determination IAW local procedures. Normally this includes an abstract summarizing offers and a fair and reasonable price memorandum.

Evaluation Preparation and Guidance: For evaluating offers in response to a RFQ with only price and past performance as the basis of award, have at least three sample quotations along with bid abstract along with a sample Excluded Parties List System (EPLS). Provide the Soldier the sample documents and have the Soldier complete the steps to be evaluated against the source selection criteria.
For evaluating offers in response to a RFQ/RFP with technical criteria, have at least three sample technical proposals along with a sample solicitation for the procurement. Provide the Soldier with all sample documents and have the Soldier complete the steps to be evaluated against the source selection criteria.

**Performance Measures:**

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<tbody>
<tr>
<td>1. IAW the specifications of the solicitation properly eliminated unresponsive offers and sufficiently documented the rationale for the contract file.</td>
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<tr>
<td>2. Checked the Excluded Parties List System (EPLS) IAW FAR Part 9.405 to ensure no offers from a vendor debarred, suspended or proposed for debarment were evaluated for award.</td>
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<tr>
<td>3. Verified prospective contractors are Registered in CCR IAW FAR Part 4.1103. Did not award to a contractor not in the CCR IAW FAR Part 4.1103(b)(2). Sufficiently documented the file regarding their elimination from evaluation/award in the abstract or a separate memorandum for record IAW local procedures.</td>
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<tr>
<td>4. Appropriately and consistently applied the evaluation criteria and process defined in the solicitation and IAW FAR Part 13.106-2.</td>
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<tr>
<td>5. Reviewed price and past performance of offers to determine the –best Valuell IAW 13.106-2((b)(4)(ii) and awarded to the lowest priced offeror, with the highest past performance rating possible, that represented the best value to the Government when compared to any lower priced offer and documented the file.</td>
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<td>6. Properly eliminated, conducted, and closed a TEB.</td>
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<tr>
<td>7. IAW FAR Part 13.106-2((b)(4)(i) and consistent with the specification of the solicitation determined the Lowest Priced, Technical Acceptability offer for award.</td>
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<td>8. Appropriately determined a fair and reasonable price using FAR Part 13.</td>
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**References:**

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<td>Part 3</td>
<td>Yes</td>
<td>FAR - Improper Business Practices and Personal Conflicts of Interest</td>
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<tr>
<td>Part 9</td>
<td>Yes</td>
<td>FAR - Contractor Qualification</td>
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Part 15 | As applicable | FAR - Contracting by Negotiation
Part 25 | As applicable | FAR - Foreign Acquisition
Part 212 | As applicable | DFARS - Acquisition of Commercial Items – General
Part 247 | As applicable | DFARS – Transportation
Part 12 | As applicable | DFARS PGI - Acquisition of Commercial Items – General
Part 215 | As applicable | DFARS PGI - Contracting by Negotiation
Part 249 | As applicable | DFARS PGI - Termination of Contracts
Part 5103 | As applicable | AFARS - Improper Business Practices and Personal Conflicts of Interest

**Supporting Individual Tasks:**

2-7 Solicit Competition
2-10 Prepare Contract Award

**Supported Collective Tasks: NA**

**Supported Army Universal Task List (FM 7-15):**

ART 4.1.5 Provide Contracting Support

**Universal Joint Task List Tasks (CJCSM 3500-4E, Universal Joint Task List Database with Conditions, Version 3, Posted 12 March 2009):**

SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties
SN 4.6.1.3.4 Provide Contracting Administration Services

**Equipment and Materials Required:**

Sample offers in response to RFQ
Sample offers in response to RFP
Sample Technical proposals
Sample TEB results
Task 2-10
PREPARE CONTRACT AWARDS

Conditions: While assigned as a Contingency Contracting Officer (CCO) in a garrison or field environment with access to FAR, DFARS, AFARS and local policies, prepare contract award.

Standards: Correctly prepared contract award in support of contract operations.

Performance Steps:

1. Initiated award based upon previously conducted steps:
   a. Task 2-4; Conduct Acquisition Planning.
   b. Task 2-7; Solicit Competition.
   c. Task 2-8; Receive Solicitation Responses.
   d. Task 2-9; Evaluate Offers.

CAUTION: CCOs should always observe the appropriate ethics regulations. All personnel should be conscious of the fact that many business cultures expect kickbacks, finder’s fees, exchange of gifts, or other gratuities that are illegal for US personnel to provide or accept. CCOs must be vigilant in advising US Commanders, requirements personnel, CORs, FOOs, and other CCO appointed representatives about practices which may violate standards of conduct, as prescribed in DoD Regulation 5500.7-R, Joint Ethics Regulation.

2. The Contracting Officer must determine the price is fair and reasonable prior to making any award (FAR Part 13.106-3.) There are various ways to do this, including but not limited to, the following:
   a. Competitive offers (2 or more).
   b. Market research.
   c. Comparison with prices for previous purchases (usually not more than one year old).
   d. Any other reasonable basis.

3. Determine the type of award instrument.
   a. For purchase order or contract (electronic or paper) procuring commercial items, use SF 1449 IAW FAR Part 12.303.
   b. When applying Simplified Acquisition Procedures (SAP), if a SF 1449 is not used, use a DD Form 1155 IAW DFARS PGI Part 213.307.
   c. For delivery orders/task orders or BPA Calls against an existing contract (e.g., IDIQ, BPA, etc.), use DD Form 1155 or SF 1449 IAW instructions in the basic contract.
   d. For on-the-spot over-the-counter purchases, use Standard Form 44, Purchase Order – Invoice – Voucher IAW Task 4-1, utilize SF 44.
   e. For construction contracts, use the SF 1442 when utilizing either SAP or formal contracting procedures IAW FAR Part 36.701(a).
Performance Steps:

4. Incorporate appropriate clauses using the Clause Matrix at FAR Part 52.000 – Solicitation Provisions and Contract Clauses and appropriate DFARS clauses pertinent to the type of acquisition procedures being followed (i.e., Commercial Item under FAR Part 12 and DFARS Part 12; SAP under FAR Part 13 and DFARS Part 213; or Contracting by Negotiation under FAR Part 15 and DFARS Part 215; or, Construction and Architect—Engineer Contracts under FAR Part 36 and DFARS Part 236).

NOTE: If correct clauses were used in the solicitation, you should be able to accept those clauses and delete the provisions for your award (using SPS/PD2).

   a. IAW FAR Part 12.301 for commercial items and FAR Part 13.101(b) for SAP, Contracting Officer shall, to the maximum extent practicable, include only those clauses as follows:
      1) Required to implement provisions of law or executive orders applicable to the acquisition.
      2) Determined to be consistent with customary commercial practice.

   b. Ensure any fill-in clauses (e.g., FAR Clause 52.212-5, DFARS Clause 252.212-7001, DFARS Clause 252.211-7003, etc) are completed with the appropriate information.

5. Incorporate relevant elements of the solicitation regarding any terms and conditions negotiated, including, but not limited to, the following:

   a. A clear description of the required supply or service (i.e., Performance Work Statement).
   b. A definite delivery date (for supplies) or period of performance (for services or construction).
   c. Price.
   d. As applicable, include any express warranty by addendum (see FAR Part 12.404(b)).

NOTE: IAW FAR Part 19.602-1 and DFARS 219.6, if the solicitation was set-aside for small business and the proposed awardee has been determined to be non-responsible, the Contracting Officer must request a Certificate of Competency from the Small Business Administration (SBA) Government Contracting Area Office serving the area. Also see procedures at DFARS PGI Part 219.602.

6. IAW FAR Part 13.302-2, when the price cannot be established at the time of issuance of the order, an un-priced purchase order may be used.

   a. Only use un-priced purchase orders when it is impractical to obtain pricing in advance of issuance of the purchase order; and, the purchase is for:
      1) Repairs to equipment requiring disassembly to determine the nature and extent of repairs.
      2) Material available from only one source and for which cost cannot readily be established.
      3) Supplies or services for which prices are known to be competitive, but exact prices are not known.
      4) The order includes a realistic monetary limitation, either for each line item or for the total order, which is an obligation subject to adjustment when the firm price is established.

   b. Document the contract file with the circumstances for issuing an un-priced purchase order.
Performance Steps:

7. Document the contract file as follows:
   a. Ensure documentation in the contract file provides a clear understanding of the rationale for award to include a fair and reasonable price and price negotiation memorandum, if required.
   b. If the quotes required the acquisition of an unreasonable minimum order price or quantity, document actions taken with the requiring activity to confirm or alter the requirement. (See FAR Part 13.106-3(a)(3)).
   c. Include the documents required at FAR Part 13.501(b) when using the Test Program for Certain Commercial Items under FAR Part 13.5.

NOTE: Once the contract is awarded, ensure you provide a copy of the contract to the supported unit, the budget officer or resource manager, finance activity, property book officer, contractor and the original for the contract file.

CAUTION: When circumstances restricting or limiting competition applies, ensure the contract file is properly documented justifying the procurement (see Task 2-5 Document Circumstances Restricting or Limiting Competition).

NOTE: All FAR and DFARS administrative recordkeeping and file management will continue under contingency, humanitarian assistance, or peacekeeping conditions unless specifically stated otherwise. Contract files must be organized and sufficiently annotated to document the actions taken and the supporting rationale for the entire procurement process to include blanket purchase agreements (BPA), purchase cards and other expenditures.

Evaluation Preparation and Guidance: Provide the Soldier with sample offers/quotes, purchase request and any other related documents deemed necessary for preparing contract award.

Performance Measures:  

1. Properly received and reviewed offers/quotes to ensure completeness and ensured sufficient certified funds were available.  
   GO    NO-GO
   2. Determined the appropriate type of award instrument.  
   3. Incorporated the proper clauses from the solicitation.  
   4. Incorporated appropriate terms and conditions from the solicitation.  
   5. Determined and documented the use of unpriced purchase order.  
   6. Properly documented the award for the contract file.  

References:

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<td>Part 13</td>
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**Supporting Individual Tasks:**

2-2  Review Purchase Request and Supporting Documents  
2-5  Document Circumstances Restricting or Limiting Competition  
2-7  Solicit Competition  
2-8  Receive Solicitation Responses  
2-9  Evaluate Offers  
4-1  Utilize SF44

**Supported Collective Tasks:**

**Supported Army Universal Task List (FM 7-15):**

ART 4.1.5 Provide Contracting Support

**Universal Joint Task List Tasks (CJCSM 3500-4E, Universal Joint Task List Database with Conditions, Version 3, Posted 12 March 2009):**

SN 4.6.1.3.1 Acquire Supplies and Services by Contract  
SN 4.6.1.3.2 Perform Contracting Officer Duties  
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties  
SN 4.6.1.3.4 Provide Contracting Administration Services

**Equipment and Materials Required:**

Sample offers in response to solicitation  
Sample purchase request  
Any additional documents required to determine award type
Task 2-11

SPECIAL FUNDING CODES: COMMANDERS EMERGENCY RESPONSE PROGRAM (CERP), OVERSEAS HUMANITARIAN DISASTER AND CIVIC AID (OHDACA), DEFENSE SECURITY COOPERATION AGENCY (DSCA), AND OTHER PROCUREMENT ARMY (OPA)

Conditions: While assigned as a Contingency Contracting Officer (CCO) in a garrison or field environment with access to FAR, DFARS, AFARS, and local policies.

Standards: Properly understand how to explain the difference between when you can and cannot use OMA funding versus CERP, OHDACA, DSCA and OPA funding.

NOTE: Operation and Maintenance, Army (OMA). This appropriation is generally an annual appropriation, available for obligation for one fiscal year only (except for selected limitations which are described in DFAS 37-100-08). It includes operation and maintenance of all Army, organizational equipment and facilities; purchasing equipment and supplies; production of audiovisual instructional materials and training aids; operation of service-wide and establishment-wide activities; operation of depots, schools, training (including cost of training civilian employees in the program from which the salaries are payable), recruiting, and programs related to OMA; welfare and morale, information, education, and religious activities; and expenses of courts, boards, and commissions.

Performance Steps:

COMMANDERS EMERGENCY RESPONSE PROGRAM (CERP):

1. The purpose of the CERP program is to provide commanders a capability to effectively respond to urgent humanitarian relief and reconstruction requirements within their areas of responsibility by carrying out programs that will immediately assist the indigenous population. These programs include making condolence payments after combat operations, providing funds for necessary repairs resulting from combat activity, purchasing or repairing critical infrastructure equipment, or conducting large-scale civic cleanups that employ as many local inhabitants as possible. (For Money as a Weapon System (Afghanistan and/or Iraq) go to the G3 Training AKO Link: https://www.us.army.mil/suite/doc/16595794 folder #5).

2. Key threshold levels in the CERP program.

NOTE: As a general rule, each of these thresholds may be adjusted over time by theater-specific policies, command SOPs, and the Money As A Weapon System (MAAWS).

   a. Battalion and provincial reconstruction team commanders have approval authority for CERP projects up to $25,000.

   b. Brigade combat team/brigade commanders generally have retained approval authority for CERP projects up to $200,000.

   c. Division commanders have generally held approval authority for CERP projects up to $500,000.

   d. The approval authority for projects in excess of $500,000 in Iraq is the Commander, MNC-I. In Afghanistan, the approval authority for projects in excess of $500,000 is the Commander, CTF-76/82.

NOTE: These projects over $500,000 also require a contract by a warranted contract officer.
Performance Steps:

NOTE: The U.S. Army is required to notify the Undersecretary of Defense (Comptroller) (USD(C)) separately for each project in excess of $500,000. Ensure that these projects are tracked separately from the daily trackers at your local contracting office for reporting procedures.

3. Authorized and non-authorized uses of CERP funds.

a. The authorized uses of CERP funds. The USD(C) guidance states CERP funds may be used to assist the Iraqi and Afghan people in the following 19 representative areas:

1) Water and sanitation projects that repair or develop water and sewer-related infrastructure (wells, filtration and distribution systems, storage tanks, pumping stations, treatment plants).
2) Food production and distribution projects that increase food production or food distribution processes (food storage centers/warehouses, food distribution facilities).
3) Agriculture projects that increase agricultural production or provide for cooperative agricultural programs (irrigation systems, pipelines, pump units, irrigation canals).
4) Electricity projects that repair or develop electrical power or distribution infrastructure (generators, distribution lines, substations, towers, residential/commercial connections).
5) Healthcare projects that repair or develop healthcare facilities and services (hospitals, clinics, urgent healthcare services, immunizations, medicine, medical supplies, or equipment).
6) Education projects that repair or develop education facilities (schools, universities, education supplies, furniture, and equipment).
7) Telecommunications projects that repair or develop telecommunications systems or infrastructure (cell phone towers, switch networks, hubs, telephone lines).
8) Economic, financial, and management improvement projects that improve economic or financial security (banks, banking systems, facility security).
9) Transportation projects that repair or develop transportation systems (roads, bridges, culverts, public transportation stations and facilities).
10) Rule of law and governance projects that repair or develop government buildings and legal facilities (administration offices, courthouses, and prisons).
11) Irrigation projects that repair or develop irrigation systems (canals, pump stations).
12) Civic cleanup projects that remove trash and clean up communities (trash collection and disposal programs, landfills, waste incinerators).
13) Civic support projects that purchase or lease vehicles to support civic and community activities.
14) Civic and cultural facilities projects that repair or restore civic or cultural buildings and facilities (museums, historic and cultural sites).
15) Repair of damage that results from U.S., coalition, or supporting military operations and is not compensable under the Foreign Claims Act.
16) Condolence payments to individual civilians for the death or physical injury from U.S., coalition, or supporting military operations not compensable under the Foreign Claims Act. Condolence payments may include payments made to the surviving spouse or next of kin of defense or police personnel who are killed because of U.S., coalition, or supporting military operations (sometimes referred to as -martyr/- payments).
17) Payments to individuals upon release from detention.
18) Protective measures projects to enhance the durability and survivability of critical infrastructure sites (fencing, lighting, barrier materials, berming, and guard towers).
Performance Steps:

19) Other urgent humanitarian relief or reconstruction requirements not covered in 1-18 above but equally critical to local humanitarian and reconstruction needs and deemed necessary by local commanders (examples may include facilities related to firefighting, rescue services, removal of hazardous materials).

b. CERP funds may not be used for:

1) Direct or indirect benefit to U.S., coalition, or other supporting military personnel.
2) Goods, services, and funds to national armies, national guard forces, border security forces, civil defense forces, infrastructure protection forces, highway patrol units, police, special police, intelligence, or other security forces. (Other funds, such as the Iraq Security Forces Fund and the Afghanistan Security Forces Fund provide other avenues of financing for such projects).
3) Weapons buy-back programs or other purchases of firearms or ammunition, except as authorized by law and separate implementing guidance. (Do not confuse CERP with the monetary reward program authorized by 10 United States Code [USC] §127[b], which is not a weapons buy-back program).
4) Entertainment.
5) Reward programs. (However, many reward programs are authorized by 10 USC §127[b] and implemented in Iraq and Afghanistan through major command orders).
6) Removal of unexploded ordnance.
7) Services available through municipal governments.
8) Salaries, bonuses, or pensions of Afghan or Iraqi military or civilian government personnel.
9) Conducting psychological operations, information operations, or other U.S., coalition, or Iraqi Security Forces/Afghanistan Security Forces operations.
10) Support to individuals or private businesses, with the exception of condolence payments, battle damage payments, and micro-grants.

c. Other CERP Restrictions. Commanders may not circumvent established monetary limits and approval requirements for their echelon of command by splitting a single project into multiple, smaller-scale projects. The commander should apply the -complete and usable concept to determine if a project is in potential violation of splitting. Specifically, this means any given project cannot be dependent upon the completion of another project to be -complete and usable to the end user. Project splitting may occur in two forms: sequential or concurrent.

1) Sequential split. A large project is broken down into several smaller projects that are funded separately and constructed over different periods.
2) Concurrent split. A large project is broken down into several smaller projects that are funded separately and constructed simultaneously.

4. FAR waiver on CERP Requirements. To streamline CERP expenditures, the Secretary of Defense waived provisions of the FAR and other federal contracting and procurement rules that might otherwise prohibit CERP implementation. Specifically, commanders can give preference to Iraqi and Afghan contractors and are not required to undertake the traditional -bid process to identify the lowest cost to the government. This waiver is balanced by general fiscal prudence and local guidance that states commanders will not deliberately over pay for projects and will pay reasonable prices for supplies and services that yield a modest functional standard.
Performance Steps:

NOTE: The -waiver authority granted the Secretary of Defense in Section 1202, Ronald W. Reagan National Defense Authorization Act (Pub. L. 208-287). The language in the Authorization Act states that, for purposes of the exercise of the authority provided by this section or any other provision of law making funding available for the Commander’s Emergency Response Program…the Secretary may waive any provision of law not contained in this section that would (but for the waiver) prohibit, restrict, limit, or otherwise constrain the exercise of that authority.

NOTE: Again, the intent of the CERP is to shape the battlefield by funding projects that provide immediate, tangible, relief to the indigenous populations, as well as inject money into the local economies by providing jobs to the unemployed.

OVERSEAS HUMANITARIAN DISASTER AND CIVIC AID (OHDACA):

5. What is OHDACA? OHDACA provides the U.S. military the funding needed to purchase and transport humanitarian cargo for international or non-governmental organizations, in addition to their other missions.

6. What is the process to secure funding for OHDACA programs? The general rule is that the Department of State (DoS) is the government agency primarily responsible for funding and conducting foreign assistance on behalf of the U.S. Government. There are two exceptions to this rule that allow DoD to fund and conduct foreign assistance in certain cases.
   a. The Government Accountability Office (GAO) has determined that DoD can fund and train foreign military forces if the purpose of the training is interoperability, safety, or familiarization of those forces with U.S. military forces.
   b. Second, DoD can fund and conduct foreign assistance if Congress enacts a DoD appropriation and/or authorization for that purpose.

WARNING: OMA funding can be used in conjunction with the above exceptions however; it is HIGHLY ENCOURAGED to speak with your unit lawyer and RM prior to conducting the contract action.

7. The legal constraints on DoD under OHDACA come from two sources.
   a. The first source is the body of law that has grown up around the Congressional limitations on U.S. government spending. This body of law is commonly known as fiscal law. Many violations of fiscal law have criminal sanctions, and all of its violations are career damaging.

   1) Congress can specify the terms and conditions under which any money can be spent. Most importantly for this discussion, Congress has specified how the Government will be funded to conduct relief missions.

   2) Most of the funding goes to the DoS/ United States Agency for International Development/Office of Foreign Disaster Assistance (USAID/OFDA). Therefore, the DoD should not use its budget to accomplish the DoS’s relief missions.

b. The second source of legal constraints is the policies that the DoD imposes on itself. In many cases, the DoD creates restrictive policies to ensure proper implementation of a Congressionally-mandated limitation. The policy constraints in responding to foreign disasters result from DoD efforts to comply with US domestic law. Congress wrote into law how it intends the DoD to provide foreign disaster assistance. In Section 404 of the United States Code, Congress prescribes:
Performance Steps:

1) The types of disasters the DoD may respond to.
2) The forms of the assistance the DoD may provide.
3) The Congressional notification requirements.
4) Requirement for OHDACA funds for paying for the DoD’s mission expenses.

8. OHDACA Contract dollar thresholds. For worldwide disaster response, Congress usually appropriates only $40 million US dollars for the DoD. The DoD cannot exceed this amount without violating fiscal law. However, in times of significant relief operations, the DoD can request supplemental OHDACA money, or it can request that funds given for normal operations be permitted to be spent on disaster relief.

DEFENSE SECURITY COOPERATION AGENCY (DSCA):

9. What is the DSCA? DCSA fosters Security Cooperation programs vital to U.S. national security to build trust and influence in peacetime, to have access to regions of the world during times of crisis, and to ensure interoperability with coalition partners during times of conflict. Security Cooperation programs provide financial (Foreign Military Financing (FMF)) and technical assistance, transfer of defense materiel, training and services to friendly countries and allies, and promote military-to-military contacts.

10. The process to secure funding for a DSCA funded item.

   a. In order for a contract to be approved for FMF funding, the defense articles and services purchased must be manufactured and assembled in the United States, purchased from U.S. manufacturers or suppliers, and composed of U.S. origin materiel, components, goods, and services (hereafter -content). Contractors must maintain and provide, if requested, supporting documentation for the value of both U.S. and non-U.S. origin content. In the event the purchase of a U.S. end item consists of both U.S. and non-U.S. origin content, only the value of the U.S. origin content will normally be financed.

   b. When defense articles and/or services are required, the requesting country’s representative provides a Letter of Request (LOR) to their U.S. counterpart. Copies are sent to the DoS Bureau of Politico-Military Affairs and the DSCA. The original is furnished to the DoD Military Department or other implementing Defense Agency that will prepare the response in the form of a Letter of Offer and Acceptance (LOA).

   c. Letter of Request can take three forms:

      1) Defined Line. Certain defense articles and services can be provided only on Defined Line LOAs, which offer items at individually estimated prices and delivery dates. The U.S. Government, where necessary, in turn contracts for the defense articles and services that are required to fulfill the LOA.

      2) Blanket Order. Most repair parts and routine services can be offered under Blanket Order LOAs. These LOAs are perfectly suited for addressing recurring needs (i.e., where the customer will require additional defense articles or services on a periodic or frequent basis). Once established, the Blanket Order LOA reduces the time needed for processing an order and contracting for the items and/or services required.

      3) Cooperative Logistics Supply Support Arrangement (CLSSA). Under the CLSSA, the customer acquires access to the U.S. logistics pipeline for the support of specified end items. This allows supply of repair parts from existing U.S. stocks, without waiting for completion of a procurement cycle. CLSSAs are normally established for countries with well-developed logistics systems and with larger quantities of end items to be supported.
Performance Steps:

WARNING: OMA funding is not permitted when procuring items under this program.

NOTE: This process to receive an approved LOR with funding can take as long as 180 days. This is not a quick process and the acquisition lead time will need to be extended. Uniforms and other military Army supplies are the most common items procured under this funding.

11. Some restrictions when dealing with DSCA.

a. The prime contractor must be a U.S. supplier or manufacturer, incorporated or licensed to do business in the United States.

b. Purchases of materiel should be made, to the maximum extent feasible, from the prime manufacturer, or assembler, or from a U.S. based distributor of a manufacturer or assembler pursuant to a long-standing contractual or licensed relationship.

c. The prime contractor must demonstrate to the DSCA (through completion of a DoD pre-award survey or other means) its capability including, e.g.; expertise, experience, plant, and financial soundness to perform by itself a substantial portion of the work. Prior successful completion of recent direct commercial contracts financed with FMF funds or DoD contracts for the same or essentially similar items shall normally satisfy this requirement.

d. When applicable, purchasing countries should insure that the items purchased demonstrate interoperability to enhance U.S. and allied nation compatibility and standardization.

e. Funding with FMF will not be considered for a procurement agent, broker, import-export firm or other intermediary unless justified by factors relating to specific country needs and the country’s abilities to conduct commercial contracting. A request for exception will be considered if the purchasing country provides sufficient justification as to why the purchase is sought from a firm other than the manufacturer.

12. DSCA Contract Dollar Threshold. Contracts for less than $100,000 will not normally be approved for FMF. All amendments and modifications to commercial contracts funded with FMF, including no cost amendments that do not change contract scope, must be submitted to DSCA for review and approval. Changes / amendments should be submitted in chronological order and numbered accordingly.

a. Any contract change that adds, deletes, or substitutes previously contracted items must be accomplished through contract amendment. If the contractor has previously received payment for the items deleted and not replaced, the contractor will be required to refund the amount of these payments. In any event, the contract price will be reduced accordingly.

b. Contract changes requiring additional FMF will not normally be funded later than five years from the date DSCA approved financing of the basic contract. A request for exception may be approved if the purchaser provides sufficient justification to DSCA.

NOTE: This is not all inclusive in the process to secure funding and procure items under the DSCA program, but rather to provide an overview of the program.

OTHER PROCUREMENT ARMY (OPA):

13. What is OPA?
Performance Steps:

a. OPA funds the purchase of single pieces of equipment that cost in excess of $250K or multiple pieces that form a system. OPA funds major, end-item investments, such as centrally-managed items (see item managers for listing); large pieces of equipment, such as tactical and support vehicles; and systems that exceed established thresholds.

NOTE: Due to the nature of this appropriation, OPA generally requires more planning lead-time than OMA. As necessary, coordinate through USARCENT with the Army Budget Office to fund OPA requirements. Sometimes, an equipment lease using OMA can augment in the short-term.

b. A Department of the Army Deputy Chief of Staff (G3/5/7) approved operational needs statements (ONS) must accompany requests for OPA funding. If in doubt, consult a staff judge advocate familiar with appropriations law. Regardless of whether the item purchased is through a direct contract or through the LOGCAP (an OMA vehicle), the OPA threshold of $250K applies.

14. OPA is also used for the procurement of Base Level Commercial Equipment (BCE).

a. BCE, funded from OPA Budget Activity 3, is defined as generally non-standard, off-the-shelf equipment; authorized by Table of Distribution and Allowances (TDA) activities of the Active Army and Reserve components, and those Joint Table of Allowances (JTA) activities for which the Army is the administrative agent; can be used in a stand-alone mode and not lose its identity on application; the cost is at or above the threshold listed in Appendix A of DFAS Manual 37-100-08; is not Army centrally managed or purchased; and is considered recurring and generic in nature. However, for the purpose of the BCE program, the following are included as co-equal with end items: attachments and system components which are separately authorized, procured, cataloged, and accounted for and therefore do not lose their separate identity. Prime examples of BCE requirements are replacement of engineering, recreation, kitchen, laundry, grounds maintenance and material handling equipment which is either broken, unrepairable, worn out or obsolete.

b. The BCE program allows U.S. Army General Operating Agencies (GOA), which are primarily OMA funded to obtain certain investment end items.

15. The following costs cannot be OPA funded.

a. Second destination transportation, defined in AR 37-7.

b. Product improvement costs financed by other appropriations, such as aircraft engine component improvement Research, Development, Test, & Evaluation (RDTE), effort on items not in production (OMA), redesign costs (RDTE), or efforts that increase the performance envelope (RDTE).

c. Rebuild.

d. Manufacturing technology, which is funded by RDTE.

e. Program Executive Officers salaries, benefits, TDY, and office automation, administration and supplies. These are normally OMA funded and subject to Army Management Headquarters limitations.

f. Research, development, test and evaluation activities such as:
Performance Steps:

1) Procurement of materiel required to support research and development projects and tasks for testing to prove performance of military characteristics. The exception is that major weapons systems used in a test which will be returned to the inventory after the test may be procured with procurement appropriation funds.

2) Evaluation to establish or determine suitability.

3) Engineering effort, fabrication, and/or testing required to eliminate or verify the elimination of major deficiencies determined prior to type classification as adopted type.

4) Program/Project Managers (belonging to Program Executive Officers or AMC) salaries, benefits, TDY and office automation, administration and supplies during the development phase. These are normally RDTE funded.

g. AMC Program/Project Managers salaries, benefits, TDY, and office automation, administration, and supplies during the sustainment phase. These are normally OMA funded.

Evaluation Preparation and Guidance: Run through the performance steps with the Soldier and ensure that they understand fully the steps involved with the CERP process and what you can and cannot procure with OHDACA, DSCA, and OPA funding.

Performance Measures

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<td>14. OPA is also used for the procurement of BCE items.</td>
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<td>15. The following costs cannot be funded by OPA.</td>
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References:

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<tr>
<td>DoD 7000.14-R</td>
<td>YES</td>
<td>Department of Defense Financial Management Regulation</td>
</tr>
<tr>
<td>No. 08-12 CALL</td>
<td>YES</td>
<td>Commanders Emergency Response Program (CERP) Handbook</td>
</tr>
<tr>
<td>37-100-08</td>
<td>YES</td>
<td>Defense Finance and Accounting Service (DFAS) Manual</td>
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<tr>
<td>CAM 14-908</td>
<td>YES</td>
<td>Compliance Reviews for the Defense Security Cooperation Agency (DSCA)</td>
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Supporting Individual Tasks:

Task 1-1 Identify Supported Units
Task 1-2 Train Supported Units (Operational Contract Support)
Task 1-3 Advise Supporting Units (Regarding Contract Matters)
Task 2-2 Review Purchase Requests and Supporting Documents
Task 2-4 Conduct Acquisition Planning

Supporting Collective Tasks: N/A

Supporting Army Universal (FM 7-15):

ART 4.1.5 Providing Contracting Support


SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.4 Provide Contracting Administration Services

Equipment and Materials Required: FAR, DFAR, AFAR, PR&C, and the CERP Handbook

Cautions Identifying Hazards and Environmental/Safety Factors: N/A
Task 2-12

UNSPECIFIED MINOR MILITARY CONSTRUCTION PROJECTS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to provide information on the limitations and regulations of -Unspecified Minor Military Construction (UMMC) to a supporting unit and/or execute a contract for UMMC.

Standards: Conduct mission analysis of Task 2-12 and properly identify and explain all key tasks related to UMMC IAW the 51C Proficiency Guide.

Performance Steps:
NOTE: A "Specified" Military Construction Appropriation (MILCON) applies to any new construction project that exceeds $750,000 and requiring a Congressional line-item authorization.

1. Funding limits for UMMC.
   a. Available for construction projects below $750,000.
   b. Available for any project with a cost between $750,000 and $1.5 million if solely to correct life, health, or safety deficiencies and a signed waiver is obtained.
   c. Each military department receives an appropriation for minor construction.
   d. The Secretary of the Air Force controls expenditure of these funds.
   e. The Secretary must also notify Congress and wait 30 days before work begins (Congress must object within 30 days).

2. UMMC, using Operation and Maintenance Appropriation (O&M).
   a. Congress permits the use of O&M funds for unspecified minor construction up to $750,000 per project ($1.5 million threshold if intended solely to correct life, health, or safety deficiencies).
   b. Expenditure of these funds is controlled by the Major Command (unless approval authority is delegated to the installation commander).
   c. With limited exceptions, these funds may not be used to finance projects related to exercises outside the United States that are coordinated or directed by the Joint Chiefs of Staff.

3. Funding Pitfalls when dealing with UMMC.
   a. Projects may not be split into separate segments (commonly called "project splitting") to avoid funding limitations. For instance, it is improper to split a proposed $800,000 building into two $400,000 projects funded with O&M funds to avoid the $750,000 limitation.
   b. Projects may not be completed in phases (commonly called "phasing") in order to avoid funding limits. For instance, it is improper to build a project for $450,000 in one fiscal year and another project for $350,000 in the next FY, resulting in an $800,000 building, in order to avoid the $750,000 O&M limit.
Performance Steps:

c. Projects may also not be awarded to a vendor (1) during one fiscal year for the completion of the building structure and then awarded to a vendor (2) during the next fiscal year for completion of the roof.

4. Defining exactly what is an UMMC project.

a. Defining exactly what a -project- is can be difficult. A project is generally all work necessary, including land acquisition, excavation, building, installation of equipment, landscaping, etc., to produce a complete and useable facility. It can also include work on an existing facility, including an extension, addition, expansion, alteration, or conversion, or the replacement of an existing facility damaged beyond economical repair.

b. For funding purposes, "maintenance" and "repair" are NOT considered construction; therefore, the $750,000 limit on the use of O&M funds is not applicable. Consult legal counsel for maintenance and repair thresholds.

1) Maintenance is defined as recurrent work necessary to preserve or maintain a facility so it can be used for its designated purpose. In other words, recurrent work necessary to prevent deterioration.

2) Repair means to restore a real property facility, system, or component to such a condition that it may effectively be used for its designated purpose.

5. Funding costs that count toward an UMMC project.

a. Only funded costs count toward the dollar limitations. Funded costs include such things as materials, supplies, labor, lodging (TDY), and the maintenance and operation of government-owned equipment.

b. Unfunded costs generally include military salaries (if military labor is used), planning and design costs, depreciation of government-owned equipment, and items received on a nonreimbursable basis as excess distribution from another department or agency.

NOTE: While unfunded costs do not count toward the funding limitation, they must still be calculated and reported.

NOTE: There are three different types of payments a CCO can authorize: advance (seldom/rarely used), progress and final. Advance payments call for a percentage of the work under contract to be paid up front before any work starts. It's only conducted when a vendor does not have enough working capital or financial resources to start the project. Advanced payments are typically not a good practice due to circumstances that might occur (death, bankruptcy, default, etc.) which prevents him or her from completing the job after receiving payment. Progress payments are made for a percentage of work completed and are supported by a customer satisfaction report from the COR or contract monitor. For a construction contract, the report should also include an estimate of job completion, or progress report stated in percentages to let the CCO know what percentage of the total contract amount can be released to the contractor. Final payments are made whenever the contractor has successfully completed the contract and the work has been accepted by the government, or the CCO has cancelled any remaining requirements.
**Performance Measures:**

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<td>YES</td>
<td>DoD Financial Management Regulations (FMRS)</td>
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<tr>
<td>AFI 32-1021</td>
<td>YES</td>
<td>Planning and Programming of Military Construction (MILCON) Projects</td>
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<td>AFI 32-1022</td>
<td>YES</td>
<td>Planning and Programming NAF Facility Construction Projects</td>
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<td>AFI 32-1032</td>
<td>YES</td>
<td>Planning and Programming Appropriated Funded Maintenance, Repair, and Construction Projects</td>
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<td>AFI 65-601V1</td>
<td>YES</td>
<td>Budget Guidance and Procedures</td>
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<td>AFI 65-601V2</td>
<td>YES</td>
<td>Budget Management for Operations</td>
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**Supporting Collective Tasks:** N/A

**Supported Army Universal Task List (FM 7-15):**

- ART 4.1.5 Providing Contract Support

**Universal Joint Task List Tasks (CJCSM 3500-4E, Universal Joint Task List Database with Conditions, Version 3, Posted 12 March 2009):**

- SN 4.6.1.3.1 Acquire Supplies and Services by Contract
- SN 4.6.1.3.2 Perform Contracting Duties
- SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties
- SN 4.6.1.3.4 Providing Contract Administration Services
Task 2-13
TRAIN, APPOINT, AND MANAGE A CONTRACTING OFFICER REPRESENTATIVE (COR)

Conditions: Assigned as a Contingency Contracting Officer in garrison or field environment with access to FAR, DFAR, AFAR, and local policies, train and designate a COR.

Standards: Appoint a trained COR prior to contract award that can perform assigned responsibilities. The COR demonstrates a full understanding of the contract, the quality assurance surveillance plan, and how to remedy compliance issues.

Performance Steps:

NOTE: DoD required training for a level -All COR: Mission and Focus (CLC 106) within the last 3 years; DAU Ethics Training for Acquisition Technology and Logistics (CLM 003); and COR in a Contingency Environment (CLC 206). Review the local policies for other required training that is not listed. (See 29 MAR 10 DoD Guidance, G3 Training Folder AKO link: https://www.us.army.mil/suite/doc/16595794 in folder # 2).

NOTE: Some of the information that completes the DD 577 (Appointment/Termination Record-Authorized Signature, 1 July 2010), designation letter, and other memos will not be known until the contract has been awarded.

1. Receive a service purchase request from a supported requiring activity with a COR nomination letter.

2. Review the COR nomination letter and attachments to determine completeness. Ensure inclusion of the following information:
   a. Contract number or purchase request number and service description for a new requirement.
   b. Name and grade of Nominee.
   c. Nomination effective date.
   d. Nominee’s DEROS.
   e. Nominee’s command and unit.
   f. Location of responsibility.
   g. Nominee’s rater and rater contact information.
   h. Training certificates.
   i. List of other contracts the COR is currently monitoring.
   j. Statement verifying the nominee will have sufficient time to perform the designated duties.
   k. Nominees qualifying experience.
   l. Attachments.
      1) DAU CLC106; COR With a Mission Focus Certificate.
      2) DAU CLM 003; Ethics Training For the AT&L Workforce Certificate.
      3) DAU CLC 206; COR in a Contingency Environment.
      4) Office of Government Ethics Form 450; Confidential Financial Disclosure Report.
      5) Department of Defense 577; Appointment/Termination Record - Authorized Signature.

NOTE: Local SOPs normally identify the contents of COR nominations.
Performance Steps:

3. Determine if the COR nominee is a Government employee, is properly trained, has the technical qualifying experience in the area to be under contract, time in their duty day to monitor the contract, and will be assigned to the requiring activity for the entire duration of the contract performance period IAW DFARS 201.602-2(2).

NOTE: Request another nomination if the nominated COR does not meet these prerequisites.

4. Provide local training to the COR using a presentation or similar media.
   a. CORs in a contingency environment should be trained with the ACC COR training template. (G3 Training AKO Line: https://www.us.army.mil/suite/doc/16595794 in folder #2).

NOTE: Local SOPs normally dictate the contents of COR training for Garrison contracts. Initially training may be limited to a desk side briefing only. During long duration operations, advise the COR to take refresher training on the DAU courses and the training topics, above. In a no notice contingency, a desk side brief may be the only training opportunity available to the CCO due to connectivity limitations.
   b. Provide an explanation of the following.
      1) Synchronized Personnel Operational Tracker (SPOT) (if employed).
      2) Contractor Manpower Reporting (CMR) (if employed).
      3) Contractor Verification System (CVS) (if employed).
      4) Payment processing (DD 250 Material Inspection and Receiving Report and Vendor Invoice Requirements IAW FAR Part 32.905(b)).
      5) Contract surveillance.
      6) COR File maintenance.
      7) Base access and badging process.
      8) Past performance recording.
   c. Emphasize and enforce the fact the COR has no authority to make any commitments or changes to the contract.
   d. Enforce proper conduct and ethics.
   e. Provide contract specific instruction unique to the contract that the COR will support. NOTE:

     If required, register the COR and unit (by DODAAC) in Web–Based Wide Area Workflow (WAWF). The COR must also be registered in CMR.

5. Appoint a COR.
   a. Ensure DFARS Clause 252.201-7000, Contracting Officer’s Representative, is included in the solicitation and contract.
   b. Ensure the COR understands the training received, the unique aspects of the contract and the Government Quality Assurance Surveillance Plan (QASP).
   c. The COR designation letter will have the following information IAW AFARS Part 5153.9001.
      1) Designation statement referencing DFARS Part 201.602-2.
      2) Contract number.
      3) Description of service.
      4) Contractor/ vendor.
      5) Period of performance of the contract.
Performance Steps:

6) Define the scope and limitations of the COR responsibilities, duties and will state the periods for which the appointment is effective.
7) Action required for contractual non-compliance.
9) Statement that authority is not re-delegable.
10) Statement that designee may be liable for unauthorized acts.
11) The date of the first COR File inspection by the contracting office.

d. Provide a copy of the designation letter to the following:
   1) COR.
   2) Contractor.

6. Manage a COR.

a. COR files must maintain the following:
   1) Copy of appointment letter.
   2) Copy of all certificates.
   3) Copy of the contract and all modifications or task orders, and BPA calls.
   4) Copy of QASP.
   5) All correspondence dealing with the contract.
   6) All required reports.
   7) List of all the personnel who serve on the contract administrative team.
   8) Records of inspections and all actions taken in accordance with the delegation of authority IAW DFARS PGI 210.602-2.
   9) Memoranda for record or the minutes of any pre-performance conference.
   10) Copy of surveillance schedule.
   11) Copies of invoices.
   12) Copies of DD250.
   13) Copy of termination letter.

NOTE: Monitor COR performance. At a minimum, perform monthly inspection of COR files. See task 3-5; Monitor Contract Performance, for more information regarding monitoring overall contract performance.

b. CCOs should physically inspect COR performance annually, at a minimum.

c. Terminate COR appointment.
   1) Review COR files for completeness (See step 6a).
   2) Give the original termination letter to COR.
   3) Give a copy to Vendor Pay, and to the contractor.
   4) Put a copy of the termination letter in the contract file.
   5) File the COR record with the contract file.

Evaluation Preparation and Guidance: Evaluator will provide you with a COR nomination letter that was received with a valid purchase request from the requiring activity and you are required to train, designate, monitor, and terminate a COR IAW the DFAR PGI 201.602-2. Evaluate each Soldier according the performance measure. CCO must pass all performance measure 100% to receive a Go.
Performance Measures:

1. COR qualifications have been verified and copy of certification received.  
2. COR trained and designated.  
3. COR files have been inspected.  
4. COR files are complete and termination letter has been issued.

References:

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<tr>
<th>Number</th>
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<td>201.602-2</td>
<td>Yes</td>
<td>DFARS, Responsibilities</td>
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<td>201.602-2</td>
<td>Yes</td>
<td>DFARS, PGI, Responsibilities</td>
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<td>Yes</td>
<td><a href="http://www.dau.mil/cor">http://www.dau.mil/cor</a> Defense Acquisition University</td>
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<tr>
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<td>Yes</td>
<td>Memorandum from Deputy Secretary Defense Dated 22 August 2008</td>
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<td>Yes</td>
<td>Memorandum from Deputy Assistant Secretary of the Army (Policy and Procurement) Subject: Contract Administration and Surveillance For Service Contracts, Date 9 February 2007</td>
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<td>Yes</td>
<td>Memorandum from Assistant Secretary of the Army (AL&amp;T ) Subject: Monitoring Contract Performance In Service Contracts, Dated 1 October 2008</td>
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</table>

Supporting Individual Tasks:

2-2 Review Purchase Request and Supporting Documents

Supported Collective Tasks: NA

Supported Army Universal Task List (FM 7-15):

ART 4.1.5 Provide Contracting Support


SN 4.6.1.3.1 Acquire Supplies and Services by Contract  
SN 4.6.1.3.2 Perform Contracting Officer Duties  
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties  
SN 4.6.1.3.4 Provide Contracting Administration Services

Equipment and Materials Required: FAR, DFAR, AFARS, and Purchase Request with COR Nomination Letter
Subject Area 3: Contracting Post Award Tasks
Task 3-1
CONDUCT POSTAWARD ORIENTATIONS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) in a Garrison or Field environment with access to FAR, DFARS, AFARS, and other materials. Given acquisition planning, contract, other related documents and contractor inquiries, determine if there is a valid need to conduct a postaward conference in order to identify, clarify and resolve contractual requirements.

Standards: Within 10 days after award, but before performance is initiated, provide the contractor an accurate review of the contract milestones. Identify key players and the significant responsibilities of both parties for contract performance. Identify and resolve issues that may affect contract performance. Achieve a mutual and clear understanding of all contract requirements between all parties. If employing a conference, document each issue and actions taken to resolve each issue in a postaward conference report.

Performance Steps:

1. Determine if postaward conference is necessary (FAR 42.502).
   a. Type, value and complexity of the contract.
   b. Urgency of delivery schedule and relationship of the product or service to critical programs.
   c. Contractor's performance history and experience with the product or service.
   d. Complexity and acquisition history of the product or service.
   e. Nature and extent of preaward survey and any other prior discussions with the contractor.
   f. Other factors that may need clarification

NOTE: During a contingency, particularly in an immature theater, conduct a postaward conference as a method to educate the vendor with the goal of improved performance, regardless of the type of contract or dollar value.

NOTE: If subcontracting is anticipated, see FAR 42.505 addressing Postaward Subcontract Conferences.

2. Select the appropriate type of postaward orientation format.
   a. A letter or other form of written communication is normally used when there are relatively few issues to cover; issues are relatively straightforward; and, there appears to be little need for 2-way discussion.
   b. A formal conference is normally used when there are numerous issues to cover, issues are relatively complex, and there is a requirement for 2-way discussion.

3. Issue letter or other form of written communication (FAR 42.504). The letter should, as a minimum:
   a. Identify the Government representative responsible for administering the contract.
   b. Cite any unusual or significant contract requirements.
   c. Make clear that the letter was not written to change the contract.
   d. Identify COR, if applicable.
Performance Steps:

4. Initiate postaward conference (FAR 42.503-1).

NOTE: The warranted contracting officer who determined the conference is required is responsible for initiation of the formal postaward conference.

   a. Establish the date, time, and place of the conference.
   b. Prepare the agenda.
   c. Notify appropriate Government representatives (e.g., COR, Requesting Activity, Contract Administration Office) and the contractor.
   d. Designate or act as chairperson.
   e. Conduct a preliminary meeting of Government personnel.

5. Conduct postaward conference (FAR 42.503-2).

   a. Present the name, responsibilities and authority of any Government representative who will have a unique role in administering performance of the contract.
   b. Discuss any unusual or significant contract requirements, (e.g., QASP, PRS, Quality Control Plan, etc.).
   c. Emphasize that any Contracting Officer commitment or direction related to contract requirements must be made in writing and changes shall be made only by contract modification.
   d. Identify any items (e.g., bonds or security clearances) that the contractor must provide to the Government before beginning work.
   e. Establish a plan for resolving any identified issues that cannot be resolved during the conference.
   f. Identify the COR and the COR authorities. If not done already, provide a copy of the delegation letter. Reiterate only the KO or the COR within limits of the KO Delegation Letter, has authority to change the terms and conditions of the contract.

6. Prepare postaward conference summary report (FAR 42.503-3).

   a. Report shall cover all items discussed, including areas requiring resolution and controversial matters.
   b. All information and guidance provided to the contractor.
   c. Names of participants and assigned responsibility for further actions.
   d. Furnish copies to the contracting office, contract administration office, contractor and others who require the information.
   e. Utilize DD Form 1484, Post Award Conference Record, in preparing report (DFAR 242.503-2).

NOTE: The Contracting Officer determines need for postaward orientations. Not all contracts require a postaward orientation that utilizes the above-mentioned procedures.
**Evaluation Preparation and Guidance:** Evaluator will provide a minimum of two (2) completed contracts (preferably one complex, high dollar value with options, and one simple).

Brief Soldier: Given the above requirements, identify the contract that requires postaward conference. Select the type of postaward orientation and simulate conducting a postaward conference.

**Performance Measures:**

1. Determined appropriate type of post award orientation.
2. Prepared post award letter with minimum requirements.
3. Properly conducted post award conference.
5. Provided timely post award orientation.

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<td>Post award Orientation</td>
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<tr>
<td>DFARS 242.5</td>
<td>Yes/No</td>
<td>Post award Orientation</td>
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</table>

**References:**

**Supported Individual Tasks:**

2-13 Train, Appoint, and Manage a COR

**Supported Collective Tasks:** NA

**Supported Army Universal (FM 7-15) and Universal Joint Task List Tasks (CJCSM 3500-4E) posted 12 March 2009:**

- ART 4.1.5  Provide Contract Support
- SN 4.6.1.3.1 Acquire Supplies and Services by Contract
- SN 4.6.1.3.2 Perform Contracting Officer Duties
- SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties
- SN 4.6.1.3.4 Provide Contracting Administration Services

**Equipment and Materials Required:**

1. Contract File
Task 3-2
NOTIFY UNSUCCESSFUL OFFERORS-AWARD SYNOPSIS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, required automation, and office supplies. You are tasked to notify unsuccessful offerors of an award decision.

Standards: Provided required notifications and debriefings IAW FAR Part 5, FAR part 15, and best business practices resulting in an improved business environment and increased potential for competition.

Performance Steps:

CAUTION: In contingency operations, Exceptions, FAR 5.202(a)(12) applies for most actions providing an exception from all synopsis requirements.

NOTE: In a contingency environment, if an exception to synopsizing and debriefing exists or if the information is not requested IAW FAR Part 13.106-3(c), the contracting officer may elect to complete these actions as a best business practice, although not required. Providing vendors feedback in a contingency serves as an education tool, provides notice of potential subcontracting opportunities, and presents a fair and transparent acquisition process to a vendor base unfamiliar with the contracting process.

1. Receive contract file for administration.
2. Determine if postaward notice is required by FAR 15.503(b), or would be beneficial in a contingency.

NOTE: When using FAR Part 13 Simplified Acquisition Procedures, respond to an unsuccessful offer by providing information IAW FAR 15.503(b)(2).

3. Notify unsuccessful offerors IAW FAR 15.503(b). Notice shall include:
   a. The number of offerors solicited.
   b. The number of proposals received.
   c. The name and address of each offeror receiving an award.
   d. The items, quantities, and any stated unit prices of each award.
   e. In general terms, the reason(s) the offeror’s proposal was not accepted, unless the price information in FAR 15.503(b)(1)(iv) of this section readily reveals the reason. In no event shall an offeror’s cost breakdown, profit, overhead rates, trade secrets, manufacturing processes and techniques, or other confidential business information be disclosed to any other offeror.

WARNING: Do not disclose proposal information not incorporated into a contract as that practice is prohibited by FAR Part 24.202.

4. Provide postaward debriefings when requested in writing by offeror IAW procedures at FAR 15.506(a)(1).

WARNING: Do not disclose proposal information not incorporated into a contract as that practice is prohibited by FAR Part 24.202.

5. Determine if the award requires a synopsis per FAR 5.301 and DFAR 205.301.

6. Publicize justification for limiting competition by posting the justification and approval in accordance with FAR 6.305.
   a. For justification other than FAR Part 6.302-2, announce NLT 14 days after contract award.
Performance Steps:

b. For justifications citing FAR Part 6.302-2, announce NLT 30 days after contract award.

NOTE: For Exceptions, FAR 5.301(b)(7)(i), Soldier must identify the established Simplified Acquisition Threshold as defined by FAR 2.101 for the declared contingency.

7. Transmit synopsis through Government Point of Entry (GPE) IAW procedures identified in FAR 5.207.

NOTE: The GPE for the US Army is through Army Single Face to Industry to FEDBIZOPPS.

Evaluation Preparation and Guidance: Setup: For training and evaluation, provide the Soldier with regulatory information specific to the contingency operation, applicable thresholds, and the award specific information necessary to determine if exceptions apply.

Brief Soldier: Given the scenario, correctly announce the award and respond to vendor requests for information.

Performance Measures:

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<tr>
<th>Performance Measure</th>
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<tbody>
<tr>
<td>1. Received contract file.</td>
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<tr>
<td>2. Determined postaward notice requirements.</td>
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<tr>
<td>3. Notified unsuccessful offerors IAW FAR 15.503(b).</td>
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<tr>
<td>4. Determined if award requires synopsis IAW FAR 5.301 and DFAR 205.301.</td>
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<tr>
<td>5. Transmitted notification through GPE IAW FAR 5.207 if no exemptions applied.</td>
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Supporting Individual Tasks: NA

Supported Collective Tasks: NA

Supported Army Universal Task List (FM 7-15):
ART 4.1.5 Provide Contracting Support

SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties
SN 4.6.1.3.4 Provide Contracting Administration Services
Task 3-3

ISSUE DELIVERY ORDERS/TASK ORDERS/BPA CALLS

Conditions: You are assigned as a Contingency Contracting Officer (CCO), designated call agent, or ordering officer, in a garrison or field environment with access to FAR, DFARS, and AFARS. You have forecasted requirements, acquisition planning, market research, procurement request and supporting documents.

Standards: Placed order using appropriate procedures against existing Indefinite Delivery Contracts (IDCs) or placed a call against existing Blanket Purchase Agreements (BPAs):
1. Supplies or services are ordered using Federal Supply Schedule contracts.
2. Supplies or services are ordered using single award Delivery or Task Order contracts.
3. Supplies or services are ordered using multiple award Delivery or Task Order contracts.
4. Supplies or services are ordered against a Blanket Purchase Agreement.

NOTE: If procuring computer hardware or software, see the Army Computer Hardware Enterprise Software and Solutions Website.

NOTE: The American Recovery and Reinvestment Act of 2009 defines unique publication requirements new to the FAR. See FAR Part 5.704 Publicizing Pre-award and 5.705 Publicizing Post-award for these requirements unique to actions funded in part or wholly by the Act. Also see FAR Parts 8.404(e) and 16.505(a)(10) regarding applicability to Federal Supply schedules, Multiple Award Schedules, and Indefinite Delivery Contracts.

Performance Steps:

1. Place an order/call against Federal Supply Schedule (FAR Part 8.4).
   a. Read the ordering/call procedures in the base contract/BPA.
   b. Ensure orders for supplies and services placed against a non-DoD contract exceeding the simplified acquisition threshold are done IAW required procedures at AFARS Part 5117.7802 and base contract/BPA procedures.
   c. Ensure the competition requirements are met.
      1) For orders in excess of $3000 but less than $100,000 solicit a minimum of three FSS sources IAW FAR 8405-1.
      2) For orders/calls $100,000 and above, follow procedures at DFARS 208.405-70(c).
   d. Publicize the pre-award notice as required by FAR 8.404(e) if funded by the American Recovery and Reinvestment Act of 2009.
   e. Prepare order IAW FAR Part 8.405-1 using the forms, guidance at DFARS PGI 208.406-1, and the base contract/BPA. All basic terms, conditions and clauses are included in the basic contract/agreement. IAW FAR 16.505(a)(6), the order/call must also include:
      1) Date of Order.
      2) Contract/BPA and Order/Call Number.
      3) Contract Line Item Number (CLIN) and description, quantity, and unit price.
      4) Delivery schedule/period of performance (must be within the contract period).
      5) Place of delivery or performance.
      6) Packaging and shipping instructions, if applicable.
      7) Accounting and appropriation data.
Performance Steps:

8) Method of payment and payment office.
9) Orders for services should be expressed in terms of performance based requirements (FAR Part 37.602).
10) Prompt payment discounts as listed in the schedule.
11) Any other local requirement/instructions.

f. Once issued/awarded, distribute the call/order IAW local procedures.
g. Publicize the post-award notice as required by FAR 8.404(e) if funded by the American Recovery and Reinvestment Act of 2009.
h. Publicize the post award notice as required by FAR Part 5.303, as applicable.
i. Document the rationale for the award decision.
j. Identify and apply unique contract administration policies and procedures as required by the local contracting agency e.g., tracking the contract usage to ensure the maximum contract amount is not exceeded.

2. Place an order against a single award Delivery or Task Order Contract (FAR Part 16.505(a)).

a. Ensure the contract maximum will not be exceeded by placing this order.
b. Read the ordering procedures in the base contract.
c. Ensure orders for supplies and services placed against a non-DoD contract exceeding the simplified acquisition threshold are done so IAW required procedures at AFARS Part 5117.7802 and base contract procedures.
d. Ensure, if the contract is not from your office, that your contracting activity is authorized to order under the contract.

NOTE: If the contract is in your office, inform the contracting officer administering the contract of your intended actions.

e. Ensure elements of the contract (e.g., supply description or performance work statement; pricing; acceptance procedures and delivery or performance schedule) are clearly stated.
g. Prepare an order using the form stated in the base contract. All basic terms, conditions and clauses are included in the contract. IAW DFARS Part 216.505(2), CCO may utilize DD Form 1155, Order for Supplies or Services. SF 1449 is not authorized or prohibited, therefore it may be used. IAW FAR Part 15.505(a)(6), it is necessary to include the following information:

1) Date of Order.
2) Contract and Order Number.
Performance Steps:

3) Contract Line Item Number (CLIN) and description, quantity, unit price or estimated cost/fee (services).
4) Delivery schedule/period of performance (must be within the contract period).
5) Place of delivery or performance.
6) Packaging and shipping instructions, if applicable.
7) Accounting and appropriation data.
8) Method of payment and payment office (if not included).
9) Orders for services should be expressed in terms of performance based requirements (FAR Part 37.602).
10) Any other local requirement/instructions.

h. Distribute order. Distribution should include the contracting office/officer administering the contract, finance/paying office, resource manager, supported unit, property book officer and the contractor.

i. Publicize the post-award notice as required by FAR 16.505(1)(10), if funded by the American Recovery and Reinvestment Act of 2009.

j. Identify and apply unique contract administration policies and procedures as required by the local contracting office, e.g.; tracking the contract usage to ensure the maximum contract amount is not exceeded.

3. Place an order using a Multiple Award Delivery or Task Order Contract. (FAR Part 16.505(b) and DFARS Part 216.505-70).

a. Ensure all contracts under multiple award have met their contract minimum
   1) If a contract has not reached the contract minimum, and all others have, that contract must receive order/award.
   2) If more than one contract has not met the minimum, compete amongst those not yet at the minimum contract guarantee.

b. Ensure the contract maximum will not be exceeded by placing this order.

c. Read the ordering procedures in the base contract.

d. Ensure orders for supplies and services placed against a non-DoD contract exceeding the simplified acquisition threshold are done IAW required procedures at AFARS Part 5117.7802 and base contract procedures.

e. Ensure, if the contract is not from your office, that your contracting activity is authorized to order under the contract.

NOTE: If the contract is in your office, inform the contracting officer administering the contract of your intended actions.

f. Ensure the competition requirements are met.
   1) For orders above $3000 and below $100,000 follow procedures at FAR Part 16.505(b)(1).

   2) For orders $100,000 and above, follow procedures at DFARS Part 216.505-70.
Performance Steps:

g. Ensure elements of the contract (e.g.: supply description or performance work statement; pricing; acceptance procedures and delivery or performance schedule) are clearly stated.


i. Prepare an order using the form stated in the base contract. All basic terms, conditions and clauses are included in the contract. IAW DFARS Part 216.505(2), CCO may utilize DD Form 1155, Order for Supplies or Services. SF 1449 is not authorized or prohibited, therefore it may be used. IAW FAR Part 16.505(a)(6), it is necessary to include the following information:

1) Date of Order.
2) Contract and Order Number.
3) Contract Line Item Number (CLIN) and description, quantity, unit price estimated cost/fee (services).
4) Delivery schedule/period of performance (must be within the contract period).
5) Place of delivery or performance.
6) Packaging and shipping instructions, if applicable.
7) Accounting and appropriation data.
8) Method of payment and payment office (if not included).
9) Orders for services should be expressed in terms of performance based requirements (FAR Part 37.602).
10) Any other local requirement/instructions.

j. Distribute order. Distribution should include the contracting office/officer administering the contract, finance/paying office, resource manager, supported unit, property book officer and the contractor.

k. Publicize the post-award notice as required by FAR 16.505(a)(10), if funded by the American Recovery and Reinvestment Act of 2009.

l. Document the rationale for award IAW FAR 16.505(b)(5) and AFARS 5116.505-90(b).

m. Identify and apply unique contract administration policies and procedures as required by the local contracting office, e.g.; tracking the contract usage to ensure the maximum contract amount is not exceeded.


a. Ensure the following:

1) Individual purchases shall not exceed the simplified acquisition threshold unless agency regulations establish a higher threshold.

2) IAW FAR Part 13.303-7, the BPA has not reached the established dollar limit.

3) The BPAs stated time period has not expired.

b. Prepare the BPA Call using the SF1449, DD 1155 or the format in the Standard Procurement System, Procurement Desktop Defense.
Performance Steps:


NOTE: The existence of a BPA does not justify purchasing from only one source or avoiding small business set-asides. The requirements of FAR Part 13.003(b) and FAR Part 19.5 also apply to each order.

d. Distribute the call. Distribution should include the contracting office/officer administering the BPA, finance/paying office, resource manager, supported unit, property book officer and the contractor.

e. Publicize the post-award notice as required by FAR Part 13.105(d)(2), if funded by the American Recovery and Reinvestment Act of 2009.

f. Document the contract file IAW local procedures.

g. Identify and apply unique contract administration policies and procedures as required by the local contracting office.


6. Document issuance of DO/TO orders and BPA calls in a master log.

   a. Record order or BPA in a master log for orders and calls being placed against BPAs and IDCs. This shall be placed and maintained in either the electronic or hard copy files, dependent on local procedures.

   b. Record delivery order or call numbers, requisition/purchase request number, the dollar amount obligated and a running balance of funds obligated.

   c. Do not exceed the maximum order or contract/ agreement amount.

Evaluation Preparation and Guidance: Evaluator will provide, purchase request, evaluation of offers results and a copy of base IDC and/or BPA for intended awardee.

Brief Soldier: Given the above requirements, (1) issue a DO/TO against an IDC and properly document the resulting order, and (2) issue a BPA Call against a BPA.

Performance Measures:  

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<tr>
<td>3. Ordered using Multiple Award DO/TO contract.</td>
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<tr>
<td>4. Ordered against Blanket Purchase Agreement.</td>
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<td>5. Prepared CAR accurately.</td>
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<tr>
<td>6. Documented issuance of DO/TO and BPA order.</td>
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<td>Part 5117.7802</td>
<td>AFARS Contracts or Delivery Orders Issued by a Non-DoD Agency</td>
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Supporting Individual Tasks:

Task 4-2 Train, Appoint, and Manage Ordering Officers/Field Ordering Officers

Supported Collective Tasks: NA

Supported Army Universal Task List (FM 7-15):

ART 4.1.5 Provide Contract Support

Supported Universal Joint Task List (CJCSM 3500-4E) posted 12 March 2009:

SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties
SN 4.6.1.3.4 Provide Contracting Administration Services

Equipment and Materials Required:

1. Copy of Indefinite Delivery Contract Award.
2. Copy of Blanket Purchase Agreement.
3. Complete Requirement Package (PR&C, Approvals, etc.).
Task 3-4
EXERCISE OPTIONS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You are tasked to determine if exercising an option is necessary and in the Government’s best interests.

Standards: CCO correctly identified available options, determined whether to exercise the option, and appropriately documented the file IAW FAR Part 17.207.

Performance Steps:

1. Identify when a decision point to evaluate an available contract option has been reached. Minimum time period for notification specified in FAR Clause 52.217-6, 52.217-7, 52.217-8, or 52.217-9.

   NOTE: Options should be identified in a service tracker database. This management process ensures sufficient lead time is available for evaluation and execution of options without adverse impact on mission.

2. Evaluate the option.
   a. Confirm the need for supplies or services available under the option with the requiring activity.
   b. Coordinate requirements for exercise of option with the requiring activity to include funded purchase request, senior commander’s service approval, and confirmation of availability of trained and designated COR.
   c. Verify vendor has not been debarred or suspended since contract award.
   d. Determine if economic price adjustments are applicable and their effect on the price of the option.
   e. Determine, if exercised, whether the action requires synopsis IAW FAR Part 5.
   f. Research current market prices for the requirement.
   g. Verify funds are available or purchase request states subject to availability of fiscal year ___ (i.e., FY09, FY10, etc.) funds.

   NOTE: Options exercised in conjunction with a change of fiscal year may require the addition of FAR Clause 52.232-18 Availability of Funds, unless incorporated in the contract. Additionally, this will require a second contract modification when funds become available for the requirement.

3. Determine whether exercise of the option is the most advantageous method of fulfilling the Government’s need utilizing guidelines in FAR Part 17.207(d).

4. Provide written notice to the contractor of intention to exercise contract option on or before the date specified in FAR Clause 52.217-6, 52.217-7, 52.217-8, or 52.217-9 in the contract.

5. Prepare a written determination for the contract file which complies with FAR Part 17.207(f).

6. Exercise the option.
   a. Identify FAR Clause providing authority for exercising the option.
      1) FAR Clause 52.217-6; Option for Increased Quantity.
      2) FAR Clause 52.217-7; Option for Increased Quantity - Separately priced Line Item.
      3) FAR Clause 52.217-8; Option to Extend Services.
      4) FAR Clause 52.217-9; Option to Extend the Terms of the Contract.
Performance Steps:

b. Prepare SF30, Amendment of Solicitation/Modification of Contract, to exercise option.

CAUTION: Ensure correct authority (FAR clause) is cited in block 13.D of the SF30 (see FAR Part 17.207(g).

c. Distribute contract modification (e.g., Payment Office, Budget Office, Customer, Vendor and original in contract file).

d. If option exercise was subject to available funding, prepare SF30 modification to add the funding when requirement is resourced.

Evaluation Preparation and Guidance: Setup: For training and evaluation, provide the Soldier with regulatory information specific to the contingency operation, requiring activity needs, and the award specific information necessary to determine if exceptions apply.

Brief Soldier: Given the scenario, correctly identify, evaluate, exercise, and document the option.

Performance Measures:  

1. Identified option available for exercise. 

2. Evaluated the option. 

3. Determined whether to exercise the option based on FAR 17.207(d). 

4. Notified contractor within time limits specified in contract clauses. 

5. Exercised option and correctly documented file. 

References:

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<td>FAR -- Options</td>
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<tr>
<td>Part 52</td>
<td>YES</td>
<td>FAR – Solicitation Provisions and Contract Clauses</td>
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Supporting Individual Tasks:

Task 2-4 Conduct Acquisition Planning  
Task 2-13 Train, Appoint, and Manage CORs  
Task 2-9 Evaluate Offers  
Task 3-7 Modify Contract

Supported Collective Tasks: NA

Supported Army Universal Task List (FM 7-15):  
ART 4.1.5 Provide Contracting Support

SN 4.6.1.3.1 Acquire Supplies and Services by Contract  
SN 4.6.1.3.2 Perform Contracting Officer Duties  
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties  
SN 4.6.1.3.4 Provide Contracting Administration Services
Task 3-5

MONITOR CONTRACT PERFORMANCE

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current FAR, DFARS and AFARS, local procedures, and required automation and office supplies. You receive an awarded contract and are tasked with monitoring performance.

Standards: Monitored contract performance and initiated appropriate contractual actions. Actions result in the effective execution of the contract, protection of the Government’s interests, and the satisfying of requiring activities’ need IAW the contract.

Performance Steps:

1. Receive an awarded contract.

   NOTE: IAW FAR Part 46.102, contracts shall include inspection and other quality requirements, including warranty clauses when appropriate, that are determined necessary to protect the Government’s interest.

2. Determine monitoring requirement based on the type of contract.
   a. Supply (Skip to Step 3).
   b. Service (Skip to Step 4).
   c. Construction (Skip to Step 5).

   a. Review Contract.
      1) Identify and track delivery date IAW local procedures.
      2) Identify requirements type contracts minimum and maximum limits and track IAW local procedures.
      3) Identify contract options (i.e., performance periods, additional items, etc.) and track IAW local procedures and FAR Part 17.2.
      4) Identify whether a warranty applies. Identify and track IAW local procedures and FAR 46.706 and FAR Part 12.
   b. Receive indication of performance/nonperformance on contract.
      1) Receive indication of performance. Determine if documents are IAW contract, whether for a full or partial delivery, and whether quantity triggers any actions with regards to a requirements contract.
         b. Process for close-out if performance is complete IAW Task 3-9; Conduct Contract Closeout.
         c. Exercise options as applicable IAW Task 3-4; Exercise Options.
         d. Request for modification. Modify contract as necessary IAW Task 3-7; Modify Contract.
         e. Update tracking mechanisms for partial deliveries and TO/DO and BPA calls.
         f. Document performance IAW FAR Part 42.1502 and AFARS Part 5142.15, if applicable.
Performance Steps:

2) Receive indication of nonperformance on a contract.

NOTE: Contracts for commercial items shall rely on contractors’ existing quality assurance systems as a substitute for Government inspection and testing before tender for acceptance unless customary market practices for the commercial item being acquired include in-process inspection IAW FAR Part 12.208.

a. Inform the contractor of problem.

b. Determine circumstances and impact on the contract.

NOTE: Correction or replacement shall be done at no cost to the Government.

c. Modify contract as necessary IAW Task 3-7; Modify Contract.

d. Terminate contract, if necessary, IAW Task 3-8; Terminate Contract, and IAW FAR Part 49, FAR Part 12.403, or FAR Part 13.302-4.


a. Review Contract.

1) Identify and track delivery period of performance IAW local procedures.

NOTE: Ensure contract is entered into service tracker and decision point identified for exercising options or soliciting new requirement.

2) Identify requirements type contracts minimum and maximum limits and track IAW local procedures.

3) Identify contract options (i.e., performance periods, additional items, etc.) and track IAW local procedures and FAR Part 17.2.

4) Identify Quality Assurance Surveillance Program (QASP) surveillance and reporting requirements IAW FAR Part 46.4.

5) Identify Contracting Officer's Representative (COR).

6) Review Performance Work Statement (PWS).

7) Review COR files monthly.

b. Receive indication of performance/nonperformance on contract.

NOTE: Management and Oversight of Services obtained under contracts below the simplified acquisition threshold and services incidental to supply contracts also are excluded from the requirements of this subpart. However, good management practices and contract administration techniques should be used regardless of the procurement procedures utilized.

1) Receive indication of performance. Determine if documents are IAW contract, whether for a progress payment or final payment, and whether this performance triggers any actions with regards to a requirements or IDIQ contract.


b. Process for close-out if performance is complete IAW Task 3-9; Conduct Contract Closeout.

c. Exercise options as applicable IAW Task 3-4; Exercise Options.
Performance Steps:

d. Update tracking mechanisms as required.

e. Document file with inspections and reports from the COR.

2) Receive indication of nonperformance or non-conforming performance on a contract.

a. Inform the contractor of problem.

b. Determine circumstances and impact on the contract.

NOTE: Correction or re-performance shall be done at no cost to the Government.

c. Modify contract, if necessary, IAW Task 3-7; Modify Contract.

d. Terminate contract IAW Task 3-8; Terminate Contract, and IAW FAR Part 49, FAR Part 12.403, or FAR Part 13.302-4.


a. Review Contract.

1) Identify and track progress IAW local procedures.

2) Identify QASP reporting requirements IAW FAR Part 46.4.

3) Identify COR.

4) Review PWS.

5) Identify if Schedules for Construction Contracts found at FAR Part 36.515 is applicable.

b. Receive indication of performance/nonperformance on contract.

NOTE: Management and Oversight of Services obtained under contracts below the simplified acquisition threshold and services incidental to supply contracts also are excluded from the requirements of this subpart. However, good management practices and contract administration techniques should be used regardless procurement procedures utilized.

1) Receive indication of performance. Determine if documents are IAW contract and whether for a progress payment or final payment.


b. Process for close-out if performance is complete IAW Task 3-9; Conduct Contract Closeout.

c. Document file with inspections from the COR.

d. Document performance IAW FAR Part 42.1502 and AFARS 5142.15.

2) Receive indication of nonperformance on a contract.

a. Verify procedures outlined by FAR Part 46.312, Construction Contracts, as applicable, have been followed.

b. Process notice of differing site conditions, if applicable, IAW FAR Part 36.502.

c. Promptly notify contractor.

d. Determine if excusable delay, if applicable, is warranted IAW FAR Part 52.249.14.
Performance Steps:

e. Determine if circumstances justify the acceptance of nonconforming services IAW FAR Part 46.407(c) and document IAW FAR Part 46.407(f).

f. Determine if liquidated damages are applicable IAW FAR Part 11.502

g. Modify contract, if necessary, IAW Task 3-7; Modify Contract.

h. Terminate contract, if necessary, IAW Task 3-8; Terminate Contract, and IAW FAR Part 49 or FAR Part 13.302-4.

6. Address unique issues while monitoring contract.

a. Process Novation and Change-of-Name Agreements IAW FAR Part 42.12.

b. Resolve issues in controversy using Alternate Disputes Resolution IAW FAR Part 33.2.

c. Address property administration actions IAW FAR Part 45.

Evaluation Preparation and Guidance: Setup: For training and evaluation, assign CCO an organization to support. Provide all applicable information related to the unit(s), equipment, and mission necessary to identify organization.

Brief Soldier: Given the scenario, correctly determine the key information necessary for a CCO to obtain from a supported organization in order to accurately identify them and understand their contracting needs.

Performance Measures:  

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1. Reviewed awarded contract.  
2. Determined monitoring requirements.  
4. Initiated appropriate contractual actions.  
5. Documented contractor performance.

References:

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<tr>
<td>Part 12</td>
<td>YES</td>
<td>FAR- Acquisition of Commercial Items</td>
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<tr>
<td>Part 13</td>
<td>YES</td>
<td>FAR- Simplified Acquisition Procedures</td>
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<tr>
<td>Part 42</td>
<td>YES</td>
<td>FAR- Contract Administration and Auditing</td>
</tr>
<tr>
<td>Part 46</td>
<td>YES</td>
<td>FAR- Quality Assurance</td>
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Supporting Individual Tasks:

Task 3-6 Process Documents for payment.
Task 3-7 Modify Contract.
Task 3-9 Conduct Contract Closeout.

Supported Collective Tasks: NA

Supported Army Universal Task List (FM 7-15):

ART 4.1.5 Provide Contracting Support


SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties
SN 4.6.1.3.4 Provide Contracting Administration Services
Task 3-6
PROCESS DOCUMENTS FOR PAYMENTS

Conditions: While assigned as a Contingency Contracting Officer (CCO) in a garrison or field environment with access to FAR, DFARS, AFARS, and local policies. You will process a contract, invoice and receiving report for payment in lieu of processing through Wide Area Work Flow (WAWF).

Standards: Ensured consistency with the contract and completeness of the invoice and receiving report. Determined whether to authorize payment against an invoice in full, in part, or deny payment in accordance with the terms and conditions of the contract.

NOTE: In accordance with DFARS Part 232.7002, all contracts are to be invoiced, received and paid through WAWF (website address is https://wawf.eb.mil) unless the contract falls into one of the categories listed at DFARS Part 232.7002(a)(1) through (7), which include, but are not limited to:

1) Purchases paid for with a Government-wide commercial purchase card.

2) Awards made to foreign vendors for work performed outside the United States.

3) Contracts awarded by deployed Contracting Officers in the course of military operations, including, but not limited to, contingency operations, or humanitarian or peacekeeping operations.

Performance Steps:

1. Receive documentation, including invoice and receiving report, indicating payment is authorized. This may occur at the end of a period of performance, the completion of circumstances authorizing progress payment or completion of contract.

2. Verify payment has not already been made at the WAWF website, Defense Finance and Accounting Service (DFAS) Contract/Vendor Pay website or Defense Information System Agency (DISA) Electronic Document Access (EDA) website for contracts that require electronic submission of invoices. For contracts that do not require electronic submission of invoices, check with the local finance office for payment information.

3. Determine and review applicable contract payment clause: Contract Terms and Conditions--Commercial Items, 52.212-4; Fast Payment Procedure, 52.213-1; and Prompt Payment, 52.232-25.

NOTE: The inclusion of FAR Clause 52.213-1, Fast Payment Procedure, allows payment under limited conditions to a contractor prior to the Government’s verification that supplies have been received and accepted as prescribed in FAR Part 13.404. Be aware of unique requirements for preparation of invoice.

4. Determine if there are any changes in the terms and conditions of the contract which would affect payment (i.e., price, quantities, etc.), keeping in mind all changes may be made only by written modification executed by a warranted Contracting Officer.

5. Review invoice submitted by contractor. If the invoice was received by any other acceptable means besides WAWF (i.e. met one of the exceptions in DFARS Part 232.7002(a)): a. Determine if invoice contains correct information IAW FAR Clause 52.212-4(g) (for commercial items) or 52.232-25(a)(3) (for other than commercial items).

b. Verify the invoice corresponds to contract, especially the CLINs in the contract, with regard to amounts and pricing.
**Performance Steps:**

- c. Resolve any discrepancy between the invoice and the contract.
- d. If invoice is for partial payment and partial payments are not allowed, return invoice promptly to contractor with appropriate guidance.

**NOTE:** If invoice was submitted via WAWF, normally contracting officer review is not required. The payment office and supported unit review WAWF submitted invoices. If incomplete or inaccurate, the invoice is rejected back to the contractor for correction and contracting officer/specialist assistance may be required to bring about payment.

6. Review receiving report from supported unit or contractor, as applicable.
   - a. If receiving report was submitted via WAWF, it normally will not require contracting officer review.
   - b. If incomplete or inaccurate, the receiving report is rejected back to the supported unit for correction.

**NOTE:** The Prompt Payment Act under FAR Part 32.905(c) states that all invoice payments must be supported by a receiving report or other Government documentation authorizing payment, with the exception of interim payments on cost-reimbursement contracts for services. The DD Form 250, DD Form 1155, SF 44 and SF 1449 all may serve as a receiving report.

**NOTE:** IAW DFARS Part 246.370, when contract administration is retained by the contracting office, DFARS clause 252.246-7000, directing the contractor to prepare a Material Inspection and Receiving Report, is not required in several instances. Exceptions include: Contracts awarded using simplified acquisition procedures; base, post, camp or station contracts; contracts in overseas areas when the preparation of the DD Form 250 by the contractor would not be practicable. In cases where the contract does not include this clause, require the contractor to provide the information necessary for receiving report completion to the contracting office or the supported activity. The required information is on an invoice if the invoice meets the requirements of 52.212-4 or 52.232-25.

- c. If an exception in DFARS Part 246.370(b) applies, any of the following forms may be used as a receiving report:
  1) Verify the receiving report includes the following dependant on the type of receiving report utilized:
     - a. DD Form 250 (Material Inspection and Receiving Report) - the entire form must be completed by the supported unit.
     - b. DD Form 1155 (Order for Supplies and Services) – if contract was awarded utilizing DD Form 1155, the supported unit completes of Blocks 27 a, b, c, d, e, f, g, Block 28, 29 and 30.
     - c. SF 1449 (Solicitation/Contract/Order for Commercial Items) – if contract was awarded utilizing SF 1449, the supported unit completes of Blocks 32 a, b, c, d, e, f, g, Block 33, 34, 35 and 36.
     - d. SF 44 (Purchase Order-Invoice-Voucher) – if purchase was made utilizing SF 44, CCO’s completion of PURCHASER portion on Copy 3 with the supported unit representative receiving the service or supply item name, rank, position and signature in REMARKS section is required.
Performance Steps:

2) Verify the receiving report is consistent with the contract and invoice. Information shown on receiving report should match the invoice and both of these documents should match what is shown on the contract/purchase order.

3) Resolve any discrepancy between the receiving report, the contractor invoice, and/or the contract.

7. Process documents for payment within 30 days after the designated payment office has received a proper invoice from the contractor or within 30 days after Government acceptance, whichever is later IAW FAR Part 32.904(b)(1).
   a. Forward the invoice and receiving report to the servicing DFAS or local finance office for payment IAW local policy.
   b. Unless specifically prohibited by the contract, the contractor is entitled to payment for accepted partial deliveries of supplies or accepted partial performance of services that comply with all applicable contract requirements. (See FAR Part 52.212-4(i)(1) for commercial items procured using Simplified Acquisition Procedures (SAP) and FAR Part 32.906 (c) for non-SAP procurements).
   c. The contractor is entitled to interest penalties for late payment and improperly taken discounts in accordance with FAR Part 32.907.

8. Document contract file with copies of the invoice, receiving report and all correspondence regarding the resolution of discrepancies. Include documentation reflecting transmittal to and receipt by the respective finance office.

NOTE: The preferred payment method for contracts entered into and performed outside of the US with local foreign firms is to pay in local currency. Only use dollars if an international agreement provides for payment in dollars or the contracting officer determines the use of local currency to be inequitable or inappropriate. It is a preferred practice to utilize Electronic Funds Transfer when making payments to vendors and contractors if they are able to accept EFT.


Evaluation Preparation and Guidance: Evaluator provides the Soldier a copy of the contract, invoice and receiving report. Build in discrepancies requiring resolution.

Brief Soldier: Given the above requirements, (1) examine the invoice and receiving report for accuracy and completeness, (2) determine if payment is authorized, and/or (3) take appropriate steps to resolve discrepancies.

Performance Measures:  

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Performance Measures:

4. Resolved any discrepancies.
5. Processed documents for payment.

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<td>FAR - Fast Payment Procedure</td>
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<td>FAR - Contract Financing</td>
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<td>Part 32.9</td>
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<td>FAR - Prompt Payment</td>
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<td>Part 232.70</td>
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<td>DFARS – Electronic Submission and Processing of Payment Requests and Receiving Reports</td>
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<td>Part 246.370</td>
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<td>DFARS - Material Inspection and Receiving Report</td>
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Supporting Individual Tasks:

Task 3-3 Issue TO/DO or BPA Call
Task 3-7 Modify Contract
Task 3-11 Process Claims
Task 4-2 Train, Appoint, and Manage Ordering Officer/Field Ordering Officer

Supported Collective Tasks: NA

Supported Army Universal Task List (FM 7-15):

ART 4.1.5 Provide Contract Support

Supported Universal Joint Task List (CJCSM 3500-4E) posted 12 March 2009:

SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.4 Provide Contracting Administration Services

Equipment and Materials Required:

1. Contract File
2. Invoice for Payment
3. Receiving Report
   a. DD Form 250, Material Inspection and Receiving Report
   b. SF 1449, Solicitation/Contract/Order for Commercial Items
   c. DD Form 1155, Order for Supplies or Services
   d. SF 44, Purchase Order-Invoice-Voucher
Task 3-7
MODIFY CONTRACTS

Conditions: You are assigned as a Contingency Contracting Office (CCO) in a garrison or field environment with access to FAR, DFARS, AFARS and local policies. Given a complete contract award, you are to review and determine if a modification is required due to a change in circumstances in projected requirement.

Standards: Reviewed contract award and determined a modification was required. Determined if the modification was within scope of original contract IAW FAR Part 43 or FAR Part 12 prescribed clause FAR 52.212-4(c). Determined the type of contract modification required IAW FAR Part 43.103(a) and FAR Part 43.103(b) or FAR 52.212-4, resolving contractual issues and effectively meeting supported organization requirements.

Performance Steps:
1. Receive evidence that a contract may require modification.
2. Determine if modification is based on a Government or vendor proposed modification requirement.
   a. Vendor requirements for contract modification include but are not limited to:
      1) Change in contractor’s address (administrative change).
      2) Request to recognize a successor in the interest to the contract (Novation Agreement).
      3) Request for a name change.
      4) Request for Contracting Officer confirmation of a constructive change.
      5) Request for equitable adjustment in response to a unilateral contract modification by the Contracting Officer and certified by contractor if required IAW DFARS Part 243.204-70.
      6) A proposal to modify contract requirements based on a change in the acquisition situation.
      7) A proposal to definitize a letter contract.
      8) A value-engineering proposal.
   b. Obtain any contractor information required to evaluate the requested modification, i.e., technical information on the requirement. Also it is required to add, obtain and review the CORs monthly reports.
   c. Government requirements for contract modification include:
      1) Change in paying office address (administrative change).
      2) Contracting Officer confirmation of a constructive change.
      3) Change in acquisition situation such as delivery location.
      4) Addition of a contract clause.

NOTE: Do not modify FAR 52.217-8 or 52.217-9 into a contract as a means to extend the contract near the end of its period of performance.

   5) Contract termination.
   6) De-obligation of funds at time of contract close-out.
Performance Steps:

3. Determine, after consulting legal counsel, whether the requirement is within the scope of the existing contract IAW FAR Part 43.1.

   NOTE: If the change is outside the scope of the existing contract, then a new contract is required, unless:
   
   a. The contractor is identified as the sole source with justification IAW FAR Part 6.3 or appropriate SAP sole source action IAW FAR part 13.106-3(b)(3)(i).
   
   b. Synopsis requirements are met IAW FAR Part 5.2, unless other exemptions apply IAW FAR Part 5.202.
   
   c. Other applicable requirements are met, i.e.; Service Contract Act wage determination.

4. Determine, after consulting legal counsel, the need for an equitable adjustment.

   a. Ensure all appropriate clauses are in the contract, i.e.; DFARS clause 252.243-7001, DFARS clause 252.243-7002, FAR clause 52.212-4, etc.
   
   b. Determine net increase or decrease in price is expected to result from the contract modification. Calculate the differences between the current price of the deleted items/services and the current price of the added items for same or similar items/services. When using cost analysis, calculate the difference between the estimated cost to complete the contract before the change and estimate the cost to complete the contract after the change.

   NOTE: Changes in delivery time may increase or decrease as a result of modification.

   NOTE: A request for equitable adjustment exceeding the simplified acquisition threshold shall bear the certification required by 10 U.S.C. 2410(a), at the time of submission IAW DFARS 252.243-7002.

   a. Consider the effects of modification on Government operations, such as availability of resources and funding.
   
   b. Determine the modification to be fair and reasonable to all parties.

5. Determine whether modification is unilateral or bilateral IAW FAR Part 43.103(a) and FAR Part 43.103(b), or bilateral if conducted under authority of FAR 52.212-4(c).

   a. Execute unilateral modification for:
      
      1) Administrative changes (see FAR Part 43.101), i.e.; change of contracting office address, change in paying office, and change in fund cite.
      
      2) Change orders of the contract for in-scope changes.
      
      3) Changes authorized by clauses other than the changes clause, including exercise of option, suspension of work, or notice of termination.

   b. Execute bilateral modification for:
      
      1) Making changes to delivery date or location, change to terms or conditions of the contract and others.
      
      2) Executing supplemental agreements for negotiated equitable adjustments resulting from the issuance of a change order.
Performance Steps:

   a. Prepare SF 30.
   b. Identify authority clause in block 13 of SF 30 (i.e., changes clause 52.212-4 or 52.243-1 through 5, exercise of options 52.217-8 or 52.217-9, etc.).
   c. Document file by including all information related to the modification (i.e., purchase request if adding funds and Determination and Findings (D&F) for option exercise).
   d. When negotiations are required, include the principal elements of the negotiated agreement. The documentation must include the elements listed in FAR Part 15.406-3.
   e. Ensure funding is available.
   f. Communicate with contractor and negotiate any equitable adjustments.
   g. Ensure modifications are IAW FAR Part 43.103.
   h. Prepare contractor’s statement of release, if required.
   i. Obtain vendor’s signature, if required.
   j. Distribute modification to all parties on contract distribution list (i.e., customer, budget officer, contractor, COR, property book officer, original for file and paying office).

Evaluation Preparation and Guidance: Setup: For training and evaluation, provide Soldiers with regulatory information specific to requirement and contract modification. Prepare a written scenario requiring contract modification.

Given the scenario, correctly identify and evaluate the need to modify a contract.

Performance Measures:

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<td>1. Received and evaluated evidence requiring a contract modification.</td>
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<tr>
<td>2. Determined if the modification was within scope of the contract.</td>
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<td>3. Determined unilateral or bilateral contract modification.</td>
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<td>4. Processed contract modification.</td>
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<tr>
<td>Part 15.406-3</td>
<td>Yes</td>
<td>FAR - Documenting the negotiation</td>
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<td>Part 5.207</td>
<td>Yes</td>
<td>FAR - Synopses of proposed contract actions</td>
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<td>Part 43</td>
<td>Yes</td>
<td>FAR – Contract modification</td>
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<td>Part 243.204-70</td>
<td>Yes</td>
<td>DFARS - Certification of requests for equitable adjustment</td>
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<td>Part 243.171</td>
<td>Yes</td>
<td>DFARS PGI - Obligation or deobligation of funds</td>
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Supporting Individual Tasks: NA

Supported Collective Tasks: NA

Supported Army Universal Task List (FM 7-15):
ART 4.1.5 Provide Contracting Support

SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.4 Provide Contracting Administration Services

Equipment and Materials Required:
1. Contract File
2. Modification Request
Task 3-8
TERMINATE CONTRACTS

Conditions: You are assigned as a CCO in a garrison or field environment with access to FAR, DFAR, AFAR and local policies, given a contract and evidence of a need to take action to protect the Government’s interests.

Standards: Terminate Commercial Item or Non-Commercial Item, Simplified Acquisition Procedures contract using applicable FAR procedures IAW FAR Part 49, FAR Part 12.403, or FAR Part 13.302-4. The contract is terminated in a timely manner subsequent to the decision to terminate, minimizing negative impact to the Government.

Performance Steps:

NOTE: If the contractual instrument in question is a purchase order and the order has not been accepted in writing or by way of supply delivery/initiation of service, see FAR Part 13.302-4(b).

NOTE: When terminating a commercial item contract, use procedures in FAR Part 12.403. Contracting officers may use FAR Part 49 as guidance only to the extent it does not conflict with FAR Part 12.403 and the language at FAR clause 52.212-4(l) or (m).

1. Identify evidence of the possible need to terminate a contract for a commercial item or a non-commercial item, using simplified acquisition procedures:
   a. Funds are insufficient.
   b. Requirement no longer exists.
   c. Quantity is no longer needed.
   d. There has been a radical change in the requirement that is beyond the contractor’s expertise.
   e. There is no other alternative for obtaining performance under the contract.
   f. The Government has a sustainable case of failure to meet contractual requirements based on the current contractor’s problems and deficiencies.

2. Assess termination options available under FAR Part 12.403 and FAR Part 49.402-3:
   a. Terminate for convenience.
   b. Terminate for cause.

CAUTION: Ensure you use the appropriate FAR Clause as prescribed in FAR Parts 12, 13, and 49 that is included in the contract award.

3. Determine termination method:
   a. Termination for convenience (see step 4).
   b. Termination for default (see step 5).

4. Terminate commercial item or non-commercial item, simplified acquisition procedures, for convenience (FAR Part 12.403(d) and FAR Part 13.302-4(a)(2)).
   a. Document the case for terminating the contract partially or completely for convenience to the Government.
   b. Discuss the appropriateness of terminating with technical personnel and legal counsel.
   c. Issue a notice of termination using guidance at FAR Part 49.102.
Performance Steps:

d. Conduct a conference with the contractor to establish a mutually agreeable termination proposal, balancing the Government's need for documentation to support final payment and the goal of a simple and expeditious settlement.

1) Execute a no-cost settlement (when appropriate) IAW FAR Part 49.603-6 or -7. If not possible, see (2) below.
2) Negotiate a settlement based on the supplies delivered or services performed as a percentage of contract price plus reasonable charges (FAR Part 12.403(d)(i)(A)&(B) or FAR clause 52.213-4(f)).
3) Determine the disposition and termination treatment of completed end items IAW FAR Part 45.6 if the contract involved contractor utilization of government property.
4) Analyze the contractor's termination settlement proposal to determine acceptability.
5) Request any specialized assistance to analyze the contractor's settlement proposal.

e. Prepare settlement negotiation memorandum using FAR Part 15.406-3 as a guide.
f. Amend or rescind the termination notice (when appropriate) as a result of interaction with contractor.
g. Prepare contract modification terminating contract.
h. Obtain local reviews and clearances of the proposed settlements and termination modification.
i. Distribute contract modification to vendor, requiring activity, payment office, budget office and original for contract file.
j. Make final payment or, where a previously made partial payment was in excess of the final amount of the settlement, demand repayment of the difference between partial payment and settlement amount. FAR Part 49.112.
k. Calculate and release excess funds.

5. Terminate for cause a commercial item or a non-commercial item, using simplified acquisition procedures, IAW FAR Part 12.403(c).

a. Document the case for terminating a contract partially or completely for default.
   Note: The contracting officer must consider the factors at FAR Part 49.402-3(f) and possible excusable delays in FAR Clause 52.212-4(f) or FAR Clause 52.213-4(e).
b. Discuss the appropriateness of terminating for default with technical personnel and legal counsel.
c. Inform the customer affected by the termination and advise them of your planned remedy.
d. Issue a -Cure Notice at least 10 days prior to terminating the contract, unless the termination is for late delivery. In the case of late delivery, no cure notice is required. FAR Part 12.403(c) (1), FAR Part 49.402-3(d) and FAR Part 49.607.
e. Conduct a conference with the contractor to establish the termination parameters (when appropriate).
   1) Determine whether to accept completed supplies or services for fixed–priced contracts.
   2) Negotiate an agreement on the amount of payment for supplies or services delivered and accepted. If the contractor has produced but not delivered additional supplies, determine if the Government will accept those supplies and at what cost. Determine the amount owed the contractor, if any.
   3) Define remedy costs as a result of procuring the remaining requirement (when appropriate) (See FAR Part 12.403(c)(2) and guidance at FAR Part 49.402-6).
Performance Steps:

4) Demand payment by the contractor for any amount owed the Government as a result of the remedy sought above.

g. Amend or rescind the termination notice (when appropriate).
h. Prepare contract modification terminating contract.
i. Prepare notice of termination. FAR Part 12.403(c)(3) or FAR Part 49.402-3(e)(1).
j. Obtain local reviews and clearances of the proposed settlements and termination modification.
k. Issue contract modification notice of termination.
l. Make final payment or, where a previously made partial payment was in excess for the final amount of the settlement, demand repayment of the difference between partial payment and settlement amount. FAR Part 49.112.
m. Calculate and release excess funds.
n. Prepare a memorandum for the contract file explaining the reasons for the actions taken IAW FAR Part 49.402-5.
o. Report the termination IAW DFARS PGI 212.403(c).

NOTE: Complete performance assessment report if Termination for Default (T4D) construction exceeds $10K (FAR 36.201(a)(1)(ii)).

6. Notify Director, Defense Procurement within 10 days IAW DFARS PGI 212.403 when terminating a contract for default. This is required regardless of dollar value.

Evaluation Preparation and Guidance: For training and evaluation, explain to the CCO the unit has complained that contractor has not fulfilled requirements stated in the contract. The unit is dissatisfied and wishes to terminate the contract. Provide the Soldier with regulatory information specific to garrison and field operations for contracting, applicable thresholds and contract specific performance issues necessary to determine correct contract termination. Evaluate each Soldier according to performance measures. CCO must pass all performance measures 100% to receive a GO.

Performance Measures: 

1. Identified evidence of the possible need to terminate a contract for commercial items.  

2. Assessed termination options available under FAR Parts 12,13 and 49.  

3. Determined termination method.  

4. Terminated commercial item or non-commercial item, simplified acquisition procedures, for convenience.  

5. Terminated commercial item or non-commercial item, simplified acquisition procedures, for cause.  

6. Notified Director, Defense Procurement, if appropriate.
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<td>Yes</td>
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<td>49</td>
<td>Yes</td>
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<td>13.302-4</td>
<td>Yes</td>
<td>FAR – Termination or Cancellation of POs</td>
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<td>212.403</td>
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Supporting Individual Tasks:

3-5 Monitor Contract Performance

Supported Collective Tasks:

Supported Army Universal (FM 7-15):

ART 4.1.5 Provide Contracting Support

**Universal Joint Task List Tasks** (CJCSM 3500-4E, Universal Joint Task List Database with Conditions, Version 3, Posted 12 March 2009):

SN 4.6.1.3.1 Acquire Supplies and Services by Contract  
SN 4.6.1.3.2 Perform Contracting Officer Duties  
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties  
SN 4.6.1.3.4 Provide Contracting Administration Services

**Equipment and Materials Required:** FAR, DFAR, and Awarded Contract

**Cautions Identifying Hazards and Environmental/Safety Factors:** None
Task 3-9
CONDUCT CONTRACT CLOSE-OUT

Conditions: You are assigned as a Contingency Contracting Officer (CCO) in a garrison or field
environment with access to FAR, DFARS, AFARS and local procedures. You are provided a contract at
the point of closeout.

Standards: Determined whether contract is physically complete and all outstanding contract
administration issues have been resolved. Complete closeout IAW FAR Part 4.804-5, DFARS 204.804-5
and DFARS PGI 204.804 within time standards provided by FAR Part 4.804-1. Store and dispose of
contract files as prescribed by procedures outlined in FAR Part 4.805.

Performance Steps:
1. Receive contract file for closeout.
2. Determine the office administering the contract to ensure proper regulatory procedures are followed.
   a. If the contracting office is administering their own contracts, use procedures outlined by DFARS
      PGI Part 204.804-1.
   b. If contract is being administered by another office (i.e., DCMA), then closeout should be
      conducted IAW DFARS PGI Part 204.804-2.
3. Determine date for timely closeout by the office administering the contract IAW FAR Part 4.804-1(a.).
   Time standards for closing out contract files are as follows:
   a. Files for contracts using simplified acquisition procedures should be considered closed when the
      contracting officer receives evidence of receipt of property and final payment, unless otherwise
      specified by agency regulations.
   b. Files for firm-fixed-price contracts, other than those using simplified acquisition procedures,
      should be closed within 6 months after the date on which the contracting officer receives
      evidence of physical completion.
   c. Files for contracts requiring settlement of indirect cost rates should be closed within 36 months of
      the month in which the contracting officer receives evidence of physical completion.
   d. Files for all other contracts should be closed within 20 months of the month in which the
      contracting officer receives evidence of physical completion.
4. Verify that all required documents are in the contract file IAW FAR Part 4.803 and DFARS Part
   204.802.
5. Determine if contract is physically complete (FAR Part 4.804-4).
   a. In general, a contract is considered physically completed when:
      1) The contractor has provided goods and/or services as specified.
      2) The Government has inspected and accepted the goods and/or services.
      3) All option provisions, if any, have expired or are intentionally not going to be utilized.
**Performance Steps:**

b. It is also considered complete if the Government has given a notice of complete contract termination.

6. After physical completion has been determined, initiate closeout procedures IAW FAR Part 4.804-5, DFARS Part 204.804 and DFARS PGI Part 204.804-1 or 2.

   a. Ensure that documents and clearances required for contract closeout have been received and there are no unresolved issues that preclude contract closeout.

CAUTION: Contract files shall not be closed, (1) if the contract is in litigation or under appeal, or (2) in the case of termination, all termination actions have not been completed (see FAR Part 4.804-1(c)).

   b. Determine funds status and de-obligate any excess funds by modification. (See task 3-7 Modify Contract).

   c. Review list of clearance issues at FAR Part 4.804-5(a)(1) thru (15), and any additional issues peculiar to your contract.

   d. If contract exceeds the Simplified Acquisition Threshold (SAT), prepare a DD Form 1597, Contract Closeout Checklist. This can be used for contracts under SAT also; however, it is not required IAW DFARS PGI Part 204.804-1(2).

   e. Obtain payment information through Wide Area Work Flow (WAWF), Electronic Data Access (EDA), the DFAS Vendor Pay Website, or the local finance office.

   f. Upon verification of completion of contract administrative actions noted in 5 a-e above, initiate DD Form 1594, Contract Completion Statement completed IAW FAR Part 4.804-5(b.).

NOTE: For contracts under the SAT, locally developed forms or a contract completion statement may be used in lieu of the DD Form 1594 IAW DFARS PGI Part 204.804-1(1) and retained in the official file.

   g. Upon completion of DD Form 1594, Contracting Officer must ensure the signed original is placed in the official contract file.

7. Store, Handle and Dispose of Contract Files. (FAR Part 4.805).

   a. The contracting office is responsible for the storage, handling and disposal of contract files IAW DFARS 204.805.

   b. Initial holding period in the contracting office is 12 months after closeout.

   c. Following the initial 12 month holding period, files should be transferred to local records holding or staging area until eligible for destruction.

   d. Retention periods vary from 3 years after final payment for contracts under the SAT, to 6 years and 3 months after final payment for contracts above the SAT.

   e. Working files shall not contain any original documents which should be filed in the official contract files and shall be destroyed as soon as no longer needed.

**Evaluation Preparation and Guidance:** Evaluator will provide a copy of contract file with all supporting documents.

**Brief Soldier:** Given the above requirements, determine if contract is ready for closeout and perform contract closeout procedures.
Performance Measures:

1. Verified contract content.
2. Determined that contract is physically complete.
3. Determined if there were any administrative or financial issues to be closed out.
4. Closed contract and prepared completion statement.
5. Stored, handled and disposed of contract appropriately.

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<td>Part 204 - 8</td>
<td>YES</td>
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<tr>
<td>Part 204 - 8</td>
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<td>DFARS PGI - Contract Files</td>
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Supporting Individual Tasks:

Task 3-4 Exercise Options
Task 3-6 Process Documents for Payment
Task 3-7 Modify Contract
Task 3-11 Process Claims

Supported Collective Tasks: NA

Supported Army Universal Task List (FM 7-15):

ART 4.1.5 Provide Contract Support

Supported Universal Joint Task List (CJCSM 3500-4E) posted 12 March 2009:

SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.4 Provide Contracting Administration Services

Equipment and Materials Required:

1. Contract File
2. Supporting Documents
Task 3-10
PROCESS PROTESTS

Conditions: You are assigned as a CCO in a garrison or field environment with access to FAR, DFARS, AFARS and local policies, given acquisition planning, a solicitation, the contract file, and a complaint, concern or protest by an interested party.

Standards: Processed protest in accordance with FAR Part 33, AFARS Part 5133.1 and agency requirements.

Performance Steps:
NOTE: There are three venues for an interested party to file protests, (1) Protest to agency, (2) Protest to GAO, and (3) Protest to Small Business Administration which can be filed before or after award, depending on what the interested party is protesting (see FAR Part 33.102.) If an interested party raises concerns to the Contracting Officer prior to filing a protest, regardless of intended protest type, the Contracting Officer should, contact their attorney advisor and attempt to resolve those concerns through open discussion and possibly avoid the protest entirely.

NOTE: SBA Protest is not addressed here as it is unlikely to apply during a contingency.

1. Received protest to award within timeframes established at FAR Part 33.103(e) including the information and documentation required by FAR Part 33.103(d)(2) (i.e., identification and contact information of interested party, contract number, statement regarding legal and factual grounds for protest along with relevant documentation, etc.).

2. If appropriate, Contracting Officer should seek to use the most inexpensive, informal or procedurally simple means to resolve protests, including but not limited to, alternative dispute resolution.

NOTE: Cooperation and openness (within regulatory bounds) is encouraged to build confidence in the Government’s acquisition system and potentially reduce the number of protests or complaints filed outside of the agency.

3. Notify legal advisor as soon as practicable of protest receipt IAW FAR Part 33.102(a) and AFARS Part 5133.103.

4. If performance under the contract being protested has begun, notify contractor to suspend performance immediately pending resolution of the protest (See FAR Part 33.103(f)(3)). Performance may continue if justified, in writing, for urgent and compelling reasons or if determined to be in the best interest of the Government. Justification must be approved at a level above the Contracting Officer or IAW agency regulations.

5. Retrieve the contract file and review protest allegations to determine validity of protest and prepare response to interested party in coordination with attorney advisor, as follows:
   a. Evaluate protest.
      1) Determine whether protest is timely IAW FAR Part 33.103(f)(3) (i.e., within 10 days after contract award or within 5 days after a debriefing date offered to the protester under a timely debriefing request).
      2) Determine whether there is any cause or significant issue that makes it appropriate to consider a protest that is not timely.
      3) Identify the issues that form the basis for the protest.
      4) Determine whether protest is factually correct.
      5) Determine whether the protest satisfies the requirements of FAR Part 33.103(d).
Performance Steps:

b. Determine whether to deny or uphold the protest.
   1) Consider the requirements of FAR Part 33.102 and FAR Part 33.103.
   2) Consider the most relevant Comptroller General decisions/cases.
   3) Consider any additional information obtained from the protester and other sources.
   4) Consider legal advice as required by the agency or contracting activity.

CAUTION: Contracting Officer is encouraged to exchange relevant information with the protester provided he does not disclose any information that would give a contractor an unfair competitive edge in current or future acquisitions.

c. Select the proper course of action.
   1) Uphold post award protest.
   2) Deny post award protest.

NOTE: If the decision is to deny a post-award protest, remove the contract suspension and continue performance.

d. Issue the protest decision.
   1) An agency protest should be resolved within 35 days after the protest is filed IAW FAR Part 33.103(g).
   2) Coordinate the protest decision document with legal counsel and higher level review IAW local policies prior to releasing to anyone outside of the contracting office.
   3) Provide the protest decision to the protester using a transmittal method that provides evidence of receipt (e.g., certified mail, etc.).

e. Support agency response to any authorized request by the interested party for an independent review above the Contracting Officer's level IAW FAR Part 33.103(d)(4). IAW AFARS Part 5133.102, the Head of Contracting Agency (HCA) has authority to delegate the Principal Assistant Responsible for Contracting (PARC), the Chief of the supporting legal office, or another official as the independent review authority.
   1) When practicable, officials designated to conduct the independent review should not have previous personal involvement in the procurement.
   2) If there is an agency appellate review of the Contracting Officer's decision on the protest, it will not extend GAO’s timeliness requirements.

6. If the Contracting Officer denies the protest, the protester must file any subsequent protest to GAO within 10 days of receipt of initial adverse agency action.

7. If the Contracting Officer sustains the protest, take required actions to comply with the decision. Actions could include:
   a. Cancellation of contract award.
   b. Resolicitation of requirement.
Performance Steps:

   c. Payment to the contractor for any out-of-pocket expenses (i.e.; attorney’s fees, etc.).

   d. Any other appropriate actions necessary to provide relief to the protester.

8. Upon notice that a subsequent protest has been filed with the GAO following initial denial, the Contracting Officer immediately starts compiling necessary information to support the agency’s decision, along with all pertinent contract file documents IAW FAR Part 33.104 and 4 CFR Part 21 and AFARS Part 5133.103-90. This information is forwarded to the US Army Contract and Fiscal Law Division, IAW AFARS Part 5133.104(a)(4)(S-90)(1)(iii).

Evaluation Preparation and Guidance: For training and evaluation, explain to the CCO, the contractor has filed a protest. Provide the Soldier with regulatory information specific to garrison and field operations for contracting, applicable thresholds and contract specific performance issues necessary to process the protest in accordance with FAR, AFARS and local policies.

Performance Measures:

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<td>2. Determined type of protest.</td>
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<td>3. Processed protest for agency.</td>
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<td>4. Issued denial of protest to protester or interested party.</td>
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<td>5. Sustained protest and took appropriate actions IAW decision.</td>
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<td>AFARS – Protests</td>
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Supporting Individual Tasks: NA
Supported Collective Tasks: NA
Supported Army Universal Task List (FM 7-15):

ART 4.1.5 Provide Contracting Support


SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties
SN 4.6.1.3.4 Provide Contracting Administration Services

Equipment and Materials Required:

1. Contract File
2. Protest Package
Task 3-11
PROCESS CLAIMS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) in a garrison or field environment with access to FAR, DFARS, AFARS, and local policies. You receive a request from a contractor for the initiation of a claim.

Standards: Determined if request for claim meets contract and regulatory requirements. Processed claim IAW FAR Part 33.2 for requirements utilizing Simplified Acquisition Procedures.

Performance Steps:

NOTE: The Government's policy is to try to resolve all controversial contractual issues by mutual agreement at the contracting officer's level. Reasonable efforts should be made to resolve controversies prior to the submission of a claim IAW FAR Part 33.204.

NOTE: A claim, IAW FAR Part 2, is a written demand by one of the contracting parties seeking payment or relief arising under or relating to the contract. The applicability of the FAR Part 33.202; Disputes Act, states that the subpart applies to -express or implied contract[s] covered by the FAR. If the contractor’s written demand is the result of an implied contract entered into by a person other than a warranted contracting officer representing the Government, the matter is handled as an unauthorized commitment. (See Task 3-12; Process Unauthorized Commitment).

1. Receive contractor claim.

2. Determine Contracting Officer’s authority IAW FAR Part 33.210. The contracting officer may resolve the claim if:
   a. Claim is within limits of warrant (If not, forward the action to your supervisor for resolution).
   b. Claim is not for penalties or forfeitures prescribed by statute or regulation that another Federal agency is specifically authorized to administer, settle, or determine (Pass the claim to such office if this case arises).
   c. No fraud is involved (Contracting Officer should refer such cases to the agency official responsible for investigating suspected fraud).

3. Ensure the claim is timely IAW FAR Part 33.206. Contractor claims shall be submitted in writing to the Contracting Officer for a decision within 6 years after accrual of a claim. Claims received after this 6 year period may be denied based on untimely submission.

4. Document the contract file to reflect the date initial claim documentation was received by the Contracting Officer.

5. Attempt to resolve the claim using Alternative Dispute Resolution (ADR), which may include, but are not limited to, conciliation, facilitation, mediation, fact-finding, arbitration and use of ombudsmen, IAW FAR Part 33.204 and FAR Part 33.214.
**Performance Steps:**

6. Require certification of the accuracy of the data and the amount for claims in excess of $100,000. See FAR Part 33.207(c) and FAR Clause 52.233-1, Disputes, for exact verbiage of certification.
   a. The dollar threshold requiring certification is determined based on an aggregate amount including both decreased and increased amounts (i.e.; a $200,000 modification resulting from a reduction of $500,000 and an increase of $300,000 is a pricing adjustment exceeding $650,000).
   b. The certification can be signed by any person authorized to bind the contractor. In some cases, it may be prudent on the part of the Contracting Officer to request a delegation of authority in writing from the company CEO stating the person signing the claim is an authorized representative of the company.

NOTE: The certification requirements do not apply to issues in controversy that have not been submitted as all or part of a claim IAW FAR Part 33.207(b).

WARNING: A defective certification does not deprive a court or an agency Board of Contract Appeals of jurisdiction over that claim IAW FAR Part 33.207(f); however, it must be corrected prior to a final decision.

7. Review and investigate contractor’s claim.
   a. The Contracting Officer will retrieve pertinent contract file and documentation to review and determine the validity of the contractor’s claim.
   b. When it appears it might be helpful, the Contracting Officer should obtain any information available from previous claims filed by the same contractor IAW DFARS PGI Part 233.210. This information could provide a better perspective on the contractor’s record for supplying accurate information. The information on previous claims can be retrieved from other contracting offices or legal counsel, as well as others.
   c. Determine suspected fraudulent claims. If the contractor is unable to support any part of his claim, there may be reason to suspect fraud. The Contracting Officer should refer such cases to the agency official responsible for investigating suspected fraud. See FAR Part 33.209.

8. Prepare Contracting Officer’s final decision.
   a. The Contracting Officer shall issue a final decision within the timeframes established at FAR Part 33.211(c), (d) and (e).
   b. Failure by the Contracting Officer to issue a timely decision may be determined to be a denial of the claim, thereby allowing the contractor to file an appeal or suit for the claim.
   c. The Contracting Officer shall render a final decision based on facts and documentation found in the contract file and provided by the contractor.
   d. Prepare the final decision in the format provided at FAR Part 33.211(a)(4).
   e. Determine accrued interest on claims, based upon the date the Contracting Officer received the initial claim (certified or otherwise) or when the payment would otherwise be due. This will involve coordination with your finance/paying office representative (See FAR Part 33.208).

NOTE: The interest rate is determined on the rate fixed by the Secretary of the Treasury as explained in FAR Part 33.208(b).
Performance Steps:

f. Prepare a final draft decision document and staff through the Legal Office and other Advisors (i.e., Policy, etc.) for review prior to final release.

g. Release the Contracting Officer’s final decision letter and complete modification reflecting terms of Contracting Officer’s decision (See task 3-7 Modify Contract).

NOTE: The Contracting Officer should deliver the final decision letter to the contractor using certified mail, return receipt requested, or equivalent, in order to obtain evidence of receipt. See FAR Part 33.211(b).

Evaluation Preparation and Guidance: For training and evaluation, explain to the CCO, the contractor has submitted a claim for payment. Provide the Soldier a written scenario and written claim.

Performance Measures:  

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<tr>
<td>1. Received claim from contractor.</td>
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<tr>
<td>2. Determined need for certification of claim by contractor.</td>
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<td>3. Processed claim and issued appropriate final decision.</td>
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4. Prepare a contracting officers final determination memo IAW with FAR and speak in terms of what happens to it.

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<td>Part 33.207</td>
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<td>FAR – Contractor Certification</td>
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<td>Part 33.208</td>
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<td>FAR – Interest on Claims</td>
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<td>Part 33.209</td>
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<td>FAR – Suspected Fraudulent Claims</td>
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<td>Part 33.210</td>
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<td>Part 233.210</td>
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Supporting Individual Tasks:

3-5 Monitor Contract Performance
Supported Collective Tasks:

Supported Army Universal Task List (FM 7-15):
ART 4.1.5 Provide Contracting Support

SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties
SN 4.6.1.3.4 Provide Contracting Administration Services

Equipment and Materials Required: FAR, DFARS, DFARS PGI, Awarded Contract, Request for Claim

Cautions Identifying Hazards and Environmental/Safety Factors: NA
Task 3-12
PROCESS UNAUTHORIZED COMMITMENTS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) in a garrison or field environment with access to FAR, DFARS, AFARS and local policies. Evidence of a possible Unauthorized Commitment (UC) is presented to you. The involved unit is available to provide additional information as required. You have access to an attorney advisor, the contracting office chief and the higher echelons of contracting authority (Principal Assistant Responsible for Contracting, Head of Contracting Activity).

Standards: Reviewed UC, evidence found it adequate and determined if the agreement or purchase in question requires ratification or if the party entering into the agreement remains liable.

Performance Steps:

1. Receive notification of a possible UC.

NOTE: A UC is an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government.

NOTE: Ratification is a legal and regulatory process approving an UC within constraints of regulatory and fiscal policy at the dollar thresholds of AFARS Part 5101.602-3(b)(3).

NOTE: Common UCs possibly requiring ratification include: (1) GPC holder places an order or makes a purchase that exceeds his/her authority, (2) A vendor mistakes a request for information for a real requirement and takes action to perform or deliver, or (3) An unauthorized individual approves work above the scope or dollar value of an existing contract. When an individual other than a warranted Contracting Officer commits the U.S. Government, an unauthorized commitment has occurred and the perpetrator may receive administrative and criminal sanctions under the Anti-Deficiency Act. The employee or Soldier may be held personally liable for payment to the vendor. Payment cannot be made unless a Contracting Officer has awarded a contract, or an authorized GPC holder, acting within his or her delegation of authority, has ordered the item(s).

WARNING: Consider terminating an OO/FOO who makes an unauthorized commitment requiring a ratification determination.

2. Evaluate and process ratifications based on authority at FAR Part 1.602-3(b)(3)/AFARS Part 5101.602-3(b)(3) and the limitations at FAR Part 1.602-3(c) consistent with workload priorities set by the chief of contracting.

   a. Request and obtain relevant information from the activity (and individual) which entered into the UC IAW AFARS Part 5101.602-3-90.

NOTE: See local policy/procedures for possible forms/formats for collecting the information below:

   1) A signed statement from the individual committing the UC, describing circumstances.

   2) An explanation of why normal procurement procedures were not followed.

   3) Identifying a valid Government requirement necessitating the commitment.

   4) The benefit to the Government.

   5) All relevant documents, including invoices, receiving report, requirement approvals, and supporting emails (See Task 2-2).
Performance Steps:

6) Documented attempts to resolve unauthorized commitment prior to requesting ratification.

7) Documented comments from the immediate supervisor and senior staff officer/commander of the individual making the unauthorized commitment.

8) Corrective actions and or disciplinary actions taken.

9) Actions taken to prevent recurrence of the unauthorized act.

10) The concurring/authorized/certifying official’s approval/disapproval.

11) The funding PR&C with a statement from the certifying office that funds were available at the time of the UC and are still available.

b. Determine if the UC meets ratification criteria IAW FAR Part 1.602-3(c)(1)-(7).

WARNING: All seven elements must be present before ratification can take place.

NOTE: Non-rectifiable UCs may be subject to resolution as recommended by the Government Accountability Office under its claim procedure (GAO Policy and Procedures Manual for Guidance of Federal Agencies, Title 4, Chapter 2), or as authorized by FAR Part 50.1. Legal advice should be obtained in these cases.

1) Supplies or services have been provided to and accepted by the Government, or the Government otherwise has obtained or will obtain a benefit resulting from performance of the unauthorized commitment.

2) The ratifying official has the authority to enter into a contractual commitment.

3) The resulting contract would otherwise have been proper if made by an appropriate Contracting Officer.

4) The Contracting Officer reviewing the unauthorized commitment determines the price to be fair and reasonable.

5) The Contracting Officer recommends payment and legal counsel concurs in the recommendation.

6) Funds are available and were available at the time the unauthorized commitment was made.

NOTE: If prior fiscal year funds are required to satisfy the commitment, a purchase order, or other formal contractual instrument payable through Government vendor payment channels, will be required.

7) The ratification is in accordance with any other limitations prescribed under agency procedures.


a. Prepare a summary of facts to include a recommendation as to whether or not the transaction should be ratified and reasons for the recommendation.

b. Obtain legal review.

c. Gain appropriate approvals IAW AFARS 5101.602-3(b)(3).

d. Prepare award (See Task 2-11 Prepare Contract Award).

e. Distribute award.

f. Document file. Ensure all documents of unauthorized commitments are filed with final order/contract that is executed for payment and is maintained for three years after payment. IAW FAR Part 4.805(b).
Performance Steps:

- Contract closeout (See Task 3-9; Conduct Contract Closeout).
- Maintain copy of all documents pertaining to UC’s for a minimum of 3 years IAW FAR Part 4.805(b).
- Record and report the UC. The chief of the contracting office, IAW local procedures, will provide a periodic UC summary report to the senior level supported commander including the impact of UCs on the commander’s organization in terms of administrative time and dollars lost.

Evaluation Preparation and Guidance: For training and evaluation, provide the Soldier with regulatory information specific to the requirement and UC. Provide the Soldier an invoice from a contractor not associated with a contract action. Develop responses to the Soldier’s requests for information regarding the invoice. Provide the Soldier a ratification request packet IAW the requirements at performance step 2. a.

Brief Soldier: Given the scenario, correctly identify, evaluate, and process an UC.

Performance Measures:

1. Received evidence and evaluated the unauthorized commitment.
2. Determined if ratification is appropriate.
3. Take appropriate steps to gather information.
4. Processed unauthorized commitment.

References:

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<td>Yes</td>
<td>FAR – Authority</td>
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<td>Part 1.602-3(c)(1)-(7)</td>
<td>Yes</td>
<td>FAR - Ratification of Unauthorized Commitment</td>
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<td>Part 4.805</td>
<td>Yes</td>
<td>FAR – Storage, Handling and Disposal of Contract Files</td>
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<td>Part 5101.602-3</td>
<td>Yes</td>
<td>AFARS - Ratification of Unauthorized Commitment</td>
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<tr>
<td>Part 5101.602-3-90</td>
<td>Yes</td>
<td>AFARS - Ratification Procedures</td>
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<td>Part 50.1</td>
<td>Yes</td>
<td>FAR - Extraordinary Contractual Actions</td>
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Supporting Individual Tasks:

- 2-2 Review Purchase Request and Supporting Documents
- 2-3 Conduct Market Research
- 2-10 Prepare Contract Award
- 3-9 Conduct Contract Closeout

Supported Collective Tasks:
Supported Army Universal Task List (FM 7-15):

ART 4.1.5 Provide Contracting Support


SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.4 Provide Contracting Administration Services

Equipment and Materials Required:

Unauthorized Commitment Package
Task 4-1
USE THE STANDARD FORM 44 (SF 44)

Conditions: You are assigned as a warranted Contingency Contracting Officer (CCO) or appointed as a Field Ordering Officer (FOO). You are faced with a requirement and using the Government Purchase Card, or the preparation of a purchase order using SF 1449 are not possible or efficient. SF 44s are available in hardcopy. Contractors are available to provide the required supply item or service. The FAR, DFARS and AFARS are accessible.

Standards: Purchased supplies and services at a fair and reasonable price, using the SF 44 as your small purchase/contractual instrument, quickly and effectively meeting the requiring activity’s needs.

Performance Steps:
NOTE: FAR Part 12, e.g.; the requirement to use SF 1449 Solicitation/Contract/Order Form for Commercial Items required at FAR Part 12.204, shall not apply for acquisition of commercial items using the SF 44 (See Applicability at FAR Part 12.102(e)(2)).

1. Safeguard the SF 44 at all times.
   a. Keep unused booklets in a safe or in other security container.
   b. Retain completed SF 44 booklets, like purchase order files, at the contracting office for a period of 3 years IAW FAR Part 4.805(b)(3) treating the SF44 as a contracting file at or below the Simplified Acquisition Threshold because there is no standard for SF 44 retention.

2. Received a request to buy supply item or service.
   a. Field ordering officer see step 8 below.
   b. CCO see step 3 below.

3. Review purchase request IAW Task 2-2; Review Purchase Request and Supporting Documents.

4. Determine if the Department Of Defense has established a higher threshold for SF 44 use as authorized IAW FAR Part 13.306(a)(1). This may occur in a declared contingency to expedite procurement procedures.

5. Ensure the purchase meets the following requirements.
   a. The purchase is not in excess of micro-purchase threshold (MPT) unless purchase is made overseas by a contracting officer supporting a declared contingency operation, humanitarian operation or peace keeping mission, then apply the SAT IAW DFARS 213.306(a)(1) and 218.201(6).
   b. The purchase is not in excess of your warrant.
   c. Delivery is one time, e.g., at the time of purchase or single trip.
   d. One payment will be made.
   e. The price is fair and reasonable IAW FAR Part 13.106-3(a).

6. Complete the SF 44. The SF 44 acts as your procurement instrument.
   a. Assign an order number using the Record Of Purchases in the SF 44 booklet. Local procedures should establish order number protocols. Some may require the use of a Procurement Identification Instrument Number (PIIN) Log. If so see task 4-7 Maintain a PIIN log.
   b. Complete the self explanatory SF 44. Instructions are on the form booklet inside front cover or at FAR Part 53.301-44 (hard copy only).
   c. Do not use clauses when using this form IAW FAR Part 13.306(c).
Performance Steps:

7. Distribute the SF 44. The SF 44 acts as invoice, vendor transaction record, receiving report and record of the action for contracting office filing purposes.
   a. 1st copy (white sheet), provide to the seller to use as the invoice or attach to the commercial invoice if used by vendor.
   b. 2nd copy (blue sheet), provide to the seller as record of the transaction.
   c. 3rd copy (pink sheet), use as the receiving report, CCO and requiring activity sign. The CCO enters data as PURCHASER. To ensure a division between the CCO and the individual actually receiving the supply item or service, enter a requiring activity name, rank, position and signature in the REMARKS block of 3rd copy. If delivery is being made at a different location, forward to receiving unit for their signature at time of delivery. The receiver signs upon taking delivery of items. Provide 3rd copy to finance for use as the receiving report during the payment process.
   d. 4th copy (green sheet), retain in the booklet for files.

NOTE: If payment is not being made at time supplies are ordered, make sure the vendor understands Copy 1 of the SF 44 must be submitted to finance to support payment.

NOTE: SF 44 use does not require reporting via Contract Action Report IAW DFARs PGI 204.670-2 Reportable Contracting Actions.

8. Receive a purchase for a supply item or service meeting the requirements of local policies as defined during FOO training by contracting office.

9. Coordinate with pay agent and vendor arranging a time to make purchase.

10. Ensure the pay agent has sufficient funds to make purchase.

11. Meet the pay agent and vendor.

12. Ensure the purchase meets the following requirements.
   a. The purchase is not in excess of micro-purchase threshold (MPT) or the locally established threshold if lower than the MPT.
   b. Delivery is one time, e.g., at the time of purchase or single trip.
   c. One payment will be made.
   d. The price is fair and reasonable IAW FAR Part 13.106-3(a).

13. Complete the SF 44. The SF 44 acts as your procurement instrument.
   a. Assign an order number using the Record Of Purchases in the SF 44 booklet. Local procedures should establish order number protocols.
   b. Complete the self explanatory SF 44. Instructions are on the form booklet inside front cover or at FAR Part 53.301-44 (hard copy only).

14. Distribute copies of SF 44 IAW cash on delivery procedures.
   a. 1st copy (white sheet), pay agent provides to finance as proof of cash payment.
   b. 2nd copy (blue sheet), provide to the seller as record of the transaction.
   c. 3rd copy (pink sheet), use as the receiving report, FOO and requiring activity sign. The FOO enters data as PURCHASER. To ensure a division between the FOO and the individual actually receiving the supply item or service, enter a requiring activity name, rank, position and signature in the REMARKS block of 3rd copy. The receiver signs upon taking delivery of items.
   d. 4th copy (green sheet), retain in the book and give back to CCO when finished (for files).
Evaluation Preparation and Guidance: Evaluator will provide you with SF 44 booklet and a valid purchase request. You are in an isolated area and will need to buy supplies using a SF 44 properly document and distribute the form. IAW the FAR Part 13.306 and FAR Part 53.301-44. Evaluate each soldier according the performance measure. CCO must pass all performance measure to receive a Go.

Performance Measures:  

1. Understands SF 44 safe guarding.  
2. Ensured SF 44 was authorized for use.  
3. Properly prepared a SF 44.  
4. Correctly distributed copies of SF 44.

References:

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<td>Yes</td>
<td>AFARS – SF 44, Purchase Order- Invoice-Voucher</td>
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<td>Part 213.306</td>
<td>Yes</td>
<td>DFARS- SF 44, Purchase Order- Invoice- Voucher</td>
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<td>Part 13.306</td>
<td>Yes</td>
<td>FAR –SF 44, Purchase order-Invoice-Voucher</td>
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Supporting Individual Tasks:

2-2 Review Purchase Request and Supporting Documents  
4-2 Train, Appoint, and Manage OO / FOO  
4-7 Maintain a PIIN log

Supported Collective Tasks: N/A

Supported Army Universal Task List (FM 7-15):

ART 4.1.5 Provide Contracting Support


SN 4.6.1.3.1 Acquire Supplies and Services by Contract  
SN 4.6.1.3.2 Perform Contracting Officer Duties  
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties  
SN 4.6.1.3.4 Provide Contracting Administration Services

Equipment and Materials Required: FAR, DFAR, AFARS, and SF 44 Booklet.
Task 4-2

TRAIN, APPOINT, AND MANAGE ORDERING OFFICERS (OO) / FIELD ORDERING OFFICERS (FOO)

Conditions: You are assigned as a Contingency Contracting Officer (CCO) in a garrison or field environment with access to FAR, DFARS, AFARS, and local policies.

Standards: Train, Appoint, and Manage an OO to make orders/calls on existing Indefinite Delivery, Indefinite Quantity (IDIQ)/Blanket Purchase Agreement (BPA) orders. Train, Appoint, and Manage a FOO to make-over-the-counter purchases in the amount up to the micro-purchase threshold IAW Contingency Contracting: A Joint Handbook, Chapter 5, FOO & Pay Agent Handbook No. 09-16 and AFARS Part 5101.602-2-90.

Performance Steps:

NOTE: There is no formal training requirement for -individuals authorized to purchase under a BPAll in the FAR, DFAR or AFAR. In lieu of such a requirement, this task may be applied to Ordering Officers using task order and delivery order contracts and individuals placing calls against BPAs. Both are referred to as OOs below.

NOTE: The role of the FOO is to provide Commanders with the ability to quickly and directly make local purchases under the micro-purchase threshold to support their requirements for mission essential supplies and limited services when the Government-Wide Purchase Card is not permitted.

CAUTION: FOOs may, IAW Acquisition Regulations, procure up to the micro-purchase threshold IAW DFARS Part 213.306 and AFARS 5101.602-2-90(b)(2); however, local policies may direct a lower threshold.

1. Receive and review OO/FOO nomination letter from unit commander.
   a. Name and grade of DoD employee being nominated.
   b. Contract/BPA number or purchase request number and service description for a new requirement (OO Only).
   c. Nomination effective date.
   d. Nominee’s DEROS.
   e. Nominee’s command and unit.
   f. Location of responsibility.
   g. Nominee’s rater and rater’s contact information.
   h. Training certificates.
   i. Statement verifying the nominee will have sufficient time to perform the designated duties.
   j. Nominees qualifying experience- Indication of experience enabling OO to understand the technical aspects of the respective contract/BPA.
   k. Attachments.
      1) DAU CLM 003 Ethics Training For the AT&L Workforce Certificate.
      3) Department of Defense 577 Appointment/Termination Record - Authorized Signature.

NOTE: Recommend that the OO/FOO take the DAU Simplified Acquisition Procedures (CLC 005) online course.

NOTE: Local contracting policies will dictate the rank of the commander authorized to sign OO/FOO nomination letters.
Performance Steps:

2. Conduct OO/FOO training covering, at a minimum, the following topics: (check with local contracting office for training slides).
   a. Standards of Conduct in the Joint Ethics Regulations (JER) DOD 5500.7-R and FAR 3.101; and, the procurement integrity provisions at FAR 3.104, and operate within the scope of those limitations.
   b. Engaging in improper practices, splitting purchase transactions to avoid monetary limitations or delegating authority to others.
   c. Submission of correct and timely information for reporting purposes.
   d. Proper procedures for OO when placing orders or making calls specific to their contract/BPA.
   e. Emphasize requirements validation IAW local procedures, ensuring funds availability, bulk funds management (if used) purchase thresholds, and competition requirements.

NOTE: The OO for indefinite delivery contracts should be familiar with the FAR Clause 52.216-18, Ordering; FAR Clause 52.216-19, Order Limitations. The OO for BPAs should be familiar with FAR Part 13.303—Blanket Purchase Agreements.
   f. Identify proper procedures when making micro-purchases for FOO.
      1) Ensure allowable purchase threshold is not exceeded (normally) micro-purchase threshold, but lower thresholds may be set).
      2) Ensure purchase is fair and reasonable in accordance with established purchasing procedures.
      3) Ensure FOO has authority to purchase the item (type and dollar threshold).
      4) Ensure supplies are not available in the supply system or other government source.
      5) Ensure this is the most efficient purchasing method.
      6) Record all requests for purchase in a logbook, as approved by the CCO.
      7) Properly utilize SF44.
      8) Ensure Pay Agent pays for purchases.
      9) Receive itemized receipt for purchases.
     10) Properly maintain expenditure balance log.

NOTE: It is the FOO’s responsibility to provide all receipts for property received (RPR) to the Installation Property Book Office (IPBO), monthly, to ensure the accountability of acquired items IAW Contingency Contracting: A Joint Handbook, Chapter 5, and local agency procedures.

   11) Define rotating vendors.
   12) Identify unauthorized commitments and ratification process.
   13) Identify evaluation, documentation and reconciliation process.
      a. The FOO will be under the supervision of the CCO/FOO program manager.
      b. The FOO will reconcile purchases monthly or as otherwise determined by the CCO/FOO manager.
      c. The FOO will receive documented clearance letter from CCO/FOO manager.

3. Appoint an Ordering Officer / Field Ordering Officer.
   a. In addition to the information required in the sample letter at AFARS 51.53.9002, OO designation will have the following information:
      1) Authority cannot be re-delegated.
Performance Steps:

2) Indefinite delivery contract period of performance.
3) Minimum and maximum dollar amounts for the task orders.
4) Dollar limitations for calls.
5) Indefinite delivery contract minimum and maximum values.
6) BPA time period and aggregate maximum values.

b. In addition to the information required in the Contingency Contracting: A Joint Handbook, FFO designation will have the following information:
   1) Statement of Understanding.
   2) Define scope of limitations and responsibilities.
   3) Statement that designees may be liable for unauthorized commitments.
   4) Statement that authority is not re-delegable.
   5) Assigned PIINs or numbers depending on local guidance.

c. Provide a copy of the designation letter to the following:
   1) OO/FOO/Commander.
   2) Finance/Pay Agent.
   3) Resource Manager.
   4) Contract File for OO or the FOO file for FOOs.
   5) Contractor for OOs.
   6) COR for OOs.

4. Manage Ordering Officer / Field Ordering Officers file, as follows:
   a. OO File:
      1) Copy of designation letter.
      2) Copy of all certificates.
      3) Copy of contract(s) and all modifications.
      4) All calls/orders request documentation.
      5) Copies of actual task orders/calls from the contracting offices.
      6) Records of inspections.
      7) Termination of appointment letter.

   b. FOO File:
      1) Copy of designation letter.
      2) Copy of all certificates.
      3) FOO appointment orders signed by contracting officer.
      4) Pay agent appointment orders.
      5) Copy of SF 44s.
      6) Copy of Receipts.
      7) Copy of excel expenditure balancing spread sheet.
      8) Copy of clearance letter from IPBO.
      9) Copy of reconciliation letter signed by commander.
     10) Signed DA FORM 3953 Purchase Request and Commitment with Line of Accounting.
     11) Copy of special justification and approval letter for unauthorized purchases.
     12) Monthly contracting clearance letter.
     13) Termination of appointment letter.
Performance Steps:

c. Monitor Ordering Officer / Field Ordering Officer files:
   1) Perform monthly inspection of the Ordering Officer files (see task 3-5, Monitor Contract Performance).
   2) Check SF 44s with corresponding receipts and expenditure balance log (FOO Only).
   3) Review Commander’s concurrence letters stating all purchase were proper (FOO Only).
   4) Provide monthly clearance letter, suspend the FOO using memorandum for record describing the FOO file shortcomings or terminate the FOO if needed (FOO Only).
   5) File monthly clearance letter, suspension, or termination in contracting office FOO file (FOO Only).

d. Terminate Ordering Officer / Field Ordering Officer.

NOTE: FOO must clear IPBO prior to clearing the Contracting office.

   1) Review OO/FOO files for completeness (see step 5).
   2) Give the original termination letter to OO/FOO and ensure OO/FOO acknowledges receipt of termination letter.
   3) Give a copy to Vendor Pay
   4) Give a copy to Contractor (OO Only).
   5) Put a copy of the termination letter in the contract file or FOO file.

NOTE: Return file to OO/FOO if the file is not complete before you terminate him/her. No retroactive terminations shall be made.

CAUTION: Ordering Officers should not be a Contracting Officer Representative on the same contract they are designated to make calls.

   6) FOO may also be terminated for the following reasons.
      a. Redeployment.
      b. Violation of Regulations.
      c. Violation of Orders.
      d. Violations of Statutory Authority.

NOTE: These violations include, but are not limited to, unauthorized commitments, split purchases, purchases not authorized by the CCO, purchases made over the FOOS dollar limitation, delinquent reconciliation with the CCO or training delinquencies.

WARNING: Any case involving allegations of waste, fraud, or abuse will be immediately forwarded by the CCO to the appropriate agency handling potential fraud IAW Contingency Contracting: A Joint Handbook, Chapter 5 and local agency procedures.

WARNING: Violations may result in the revocation of the appointment of the FOO and any additional FOOS within the unit, section, or battalion IAW Contingency Contracting: A Joint Handbook, Chapter 5 and local agency procedures.

NOTE: In the case of an unauthorized commitment, the revocation will remain effective until the appropriate authority ratifies the unauthorized commitment and the legal office reviews the UC for possible disciplinary action.
**Evaluation Preparation and Guidance:** The Evaluator will provide the CCO with an IDIQ or BPA contract and a valid purchase request that is under the micro-purchase threshold from the requiring activity or the evaluator will provide the CCO with a FOO nomination letter and a valid need for unit support. After reviewing the request, the CCO will train, designate, monitor, and terminate an OO/FOO. Evaluate each CCO according to the performance measures. CCO must pass all performance measures 100% to receive a GO.

**Performance Measures:**

1. Receive and review OO/FOO nomination letter from unit commander.  
   - GO   - NO-GO
2. Conduct OO/FOO training.  
   - GO   - NO-GO
3. Appoint OO / FOO.  
   - GO   - NO-GO
   - GO   - NO-GO

**References:**

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<td>FAR – Standards of Conduct</td>
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<td>Part 3.104</td>
<td>Yes</td>
<td>FAR – Procurement Integrity</td>
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<td>Part 13.303</td>
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<td>FAR - Blanket Purchase Agreements</td>
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**Supporting Individual Tasks:**

2-2 Review Purchase Request and Supporting Documents
3-3 Issue Task Orders / Delivery Orders and BPA calls
3-5 Monitor contract Performance
4-1 Utilize SF 44
4-5 Manage Bulk Funds
4-7 Maintain PINN Log

**Supported Collective Tasks:** NA

**Supported Army Universal Task List (FM 7-15):**

ART 4.1.5 Provide Contracting Support

**Universal Joint Task List Tasks (CJCSM 3500-4E, Universal Joint Task List Database with Conditions, Version 3, Posted 12 March 2009):**

SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties
SN 4.6.1.3.4 Provide Contracting Administration Services

**Equipment and Materials Required:**

FAR, DFAR, AFARS, and Purchase Request with OO/FOO Nomination Letter
Task 4-3
CONDUCT VENDOR EDUCATION

Conditions: You are assigned as a Contingency Contracting Officer (CCO) with access to FAR, DFARS, AFARS, and local policies in a contingency environment and tasked to conduct vendor education.

Standards: Conducted vendor education and provided contractors with essential information on how to conduct business with the United States Government consistent with and in support of the Economic Lines of Operations (ELOO) (see FM 3-0 Operations, chapter 6).

Performance Steps:
1. Coordinate with the US Embassy and or G3/S3 Non-Lethal Effects to ensure your actions are consistent with the local plan to leverage the ELOO.

2. Analyze local national contracting procedures in the deployed area.
   a. Conduct research into the following areas to determine what applies and how it will influence vendor education:
      1) Any Status of Forces Agreement (SOFA) and/or Host Nation Support Agreement (HNSA).
      2) Any cultural differences.
      3) Possible language barriers.
      4) Local business practices.
      5) Currency differences and fluctuation rates.
      6) Negotiating practices.
      7) U.S. government contracting procedures.
   b. Incorporate knowledge acquired from research into the vendor education process.
   c. Determine what communication methods (e.g., internet, radio, bulletin board, conferences, etc.) are available for use in educating vendors.

3. Select topics for educating vendors. Include information and resources, such as websites, pertinent to the area of operations. At a minimum, the following topics should be covered:
   a. Ethics (US prohibitions on gifts/gratuities, debarment and protecting procurement information).
   b. Competition.
   c. Solicitation process and means of submitting offers.
   d. Selection and award notification process.
   e. Understanding provisions and clauses.
   f. Importance of fair and reasonable pricing.
   g. Proper invoicing procedures.
   h. Importance of timely delivery of products or services.
   j. Terminations.
   k. Process for accessing the contracting office, base, etc.

NOTE: The information provided to vendors is to be tailored to each contingency operation, and will normally be driven by such things as economy, infrastructure, culture, policy, or other dynamics. As the contingency evolves, you may need to adjust your vendor education process and methods.

4. Select and coordinate location for vendor education forum.
   a. Select the best location for the event e.g. local government facility, on US operating base at the contracting office.
Performance Steps:

NOTE: When conducting vendor education, keep your chain of command informed of the location, date, time, and any other pertinent information.

b. Coordinate vendor access to any location that may have special requirements or restrictions or convoy to the off operating base location.

c. Ensure the location provides enough space to accommodate the projected number of attendees.

d. Consider security for both US personnel and vendors.

NOTE: In certain cases, the vendor’s safety, as well as your safety, may be at risk if it is known the vendor is conducting business with the United States.

e. Determine what resources are required (e.g., computer, handouts, etc.).

5. Coordinate for the use of interpreters. When interpreters (e.g., Contractors Accompanying the Forces (CAAF)) are not provided, coordinate with the US Embassy for a list of approved interpreters.

NOTE: In the absence of embassy support, CCOs may check with hotels, find a phone book, or ask bus drivers for tour operations to find reputable interpreter businesses. You may also be successful contacting local schools (teachers, senior students, and so forth) for interpreters. CCOs should be cautious of utilizing interpreter services from unapproved sources.

6. Conduct vendor education.

7. Monitor results of vendor training.
   a. Monitor solicitations for responses from newly educated vendors.
   b. Review offers for increased clarity.
   c. Monitor the payment process for improved invoices.
   d. Discuss effects of training with the vendors, gathering their feedback.

8. Adjust vendor training IAW results of step 7.

Evaluation Preparation and Guidance: Provide the Soldier with a notional scenario describing a deployment to a foreign country that may or may not include such things as a SOFA, US Embassy, etc. Direct the Soldier to analyze the scenario and then ask the Soldier the following questions:

Evaluation Preparation and Guidance:

1) Is a vendor education plan consistent with the local plan to influence the ELOO?

2) What influences in the scenario would you consider in determining vendor education?

3) What topics should be covered in vendor education?

4) What are some considerations for determining a location for vendor education in a forum situation or gathering?

5) When there are no interpreters accompanying the force, where should you go to coordinate for interpreters?
6) When there is no US Embassy in the country, what are some alternatives to finding interpreters?

Instruct the Soldier to prepare and deliver a vendor training class based on the notional scenario.

Provide the Soldier a second scenario describing resulting improvements in local offers and the local payment process etc. Direct the Soldier to analyze the scenario and provide feedback. Ask the Soldier how vendor training could be improved.

**Performance Measures:**

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<th>GO</th>
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<tbody>
<tr>
<td>1.</td>
<td>Ensured vendor education plan supports local plan to leverage the ELOO.</td>
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<tr>
<td>2.</td>
<td>Properly analyzed local contracting procedures for the deployed area.</td>
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<tr>
<td>3.</td>
<td>Selected the appropriate topics to educate vendors.</td>
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<tr>
<td>4.</td>
<td>Properly coordinated location for vendor educational forum.</td>
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<tr>
<td>5.</td>
<td>Properly coordinated interpreter support.</td>
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<tr>
<td>6.</td>
<td>Conducted vendor education IAW plan.</td>
<td></td>
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<tr>
<td>7.</td>
<td>Monitored results of vendor training.</td>
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<tr>
<td>8.</td>
<td>Adjusted vendor training.</td>
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**References:**

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<td></td>
<td>As applicable</td>
<td>Contingency Contracting: A Joint Handbook for the 21st Century</td>
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</table>

**Supporting Individual Tasks:** NA

**Supported Collective Tasks:** NA

**Supported Army Universal Task List (FM 7-15):**

ART 4.1.5 Provide Contracting Support

**Universal Joint Task List Tasks (CJCSM 3500-4E, Universal Joint Task List Database with Conditions, Version 3, Posted 12 March 2009):**

SN 4.6.1.3.1 Acquire Supplies and Services by Contract  
SN 4.6.1.3.2 Perform Contracting Officer Duties  
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties  
SN 4.6.1.3.4 Provide Contracting Administration Services

**Equipment and Materials Required:** Notional Scenario
Task 4-4
EMPLOY THE GOVERNMENT PURCHASE CARD (GPC) AS A PAYMENT METHOD AND PROCUREMENT TOOL

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and trained Government Purchase Card Holder, in a garrison or field environment with access to FAR, DFARS, AFARS, and AR 715-XX Government Purchase Card Program. Determine the proper use of the Government-wide commercial purchase card (GPC) as payment card and procurement tool.

Standards: Determined the proper use of the GPC as procurement tool and payment card. Identified instances when GPC should be used as the most efficient method of procurement and/or payment.

Performance Steps:

1. Identify Unit GPC program dollar threshold levels.
   a. Receive a purchase request (see Step 2) or payment packet (see step 11).
   b. Ensure proper funding is available and requirement description IAW Task 2-2; Review Purchase Request and Supporting Documents.
   c. Based on the purchase request or Independent Government Estimate (IGE) and applicable regulations and policies, determine if item/services may be purchased via unit GPC card.
      1) In a Garrison Environment.
         a. For acquisitions of construction subject to Davis-Bacon Act: $2,000.
         b. For acquisitions of services subject to the Service Contract Act: $2,500.
         c. For acquisitions of supplies: $3,000.
      2) In a declared Contingency Environment.
         a. For acquisitions of supplies or services made inside the U.S. in support of a contingency operation or to facilitate defense against or recovery from nuclear, biological, chemical, or radiological attack: $15,000.
         b. For acquisitions of supplies or services made outside the U.S. in support of a contingency operation or to facilitate defense against or recovery from nuclear, biological, chemical, or radiological attack: $25,000.

NOTE: If OCONUS, an individual appointed as a cardholder (non-warranted personnel) may purchase items/services exceeding the micro-purchase threshold, but not exceeding $25,000, when purchasing commercial items and other certain conditions outlined in DFARS 213.301(2) exist.

NOTE: IAW DFARS 213.301(3), a warranted CCO supporting a declared contingency, humanitarian or peacekeeping operation (as defined in 10 U.S.C.) may use the GPC for purchases exceeding the micro-purchase threshold, but not the Simplified Acquisition Threshold (SAT); currently $1M under aforementioned conditions, if authorized by local procedures and if certified funding is provided.

2. The unit GPC cardholder seeks pre-purchase approval from the Billing Official (BO) IAW local procedures. Most organizations have local GPC forms for BO approval. The form should contain, at a minimum:
   a. Item/service to be purchased.
   b. Estimated dollar amount.
   c. Funds certification by a Resource Manager (i.e., Purchase Request or MIPR).
   d. Block for Property Book approval.
   e. Block for BO signature.

NOTE: A CCO using the GPC as a procurement tool will not be required to conduct this step.
**Performance Steps:**

3. The cardholder conducts market research. Seek sources capable of providing requested supply or service and willing to accept the GPC as the method of payment. Document, via Memorandum For Record, any oral quotes obtained and provide as supporting documentation in GPC files. The cardholder, as a good steward of taxpayer dollars, should ensure pricing is fair and reasonable.

NOTE: Some vendors may not be educated in the use of credit cards. Make sure that you explain that the payment amount will only be that identified within the contract. All fees associated with the use of the GPC as a method of payment for the purchase are the responsibility of the vendor.

NOTE: The CCO using the card as a procurement tool will conduct market research IAW their unit SOP.

4. Purchase the item or service by providing the vendor the purchase card account number upon receipt or delivery.

NOTE: IAW AFARS 5113.270-90(a), each transaction should involve a single delivery and payment. Receipt of the item should be within the billing cycle to simplify monthly reconciliation.

NOTE: The CCO using the card as a procurement tool will purchase the item via a contract vehicle with the payment card as the payment office.

5. The cardholder is required to document transactions.
   
   a. Secure a receipt showing the item or service was paid in full (a.k.a. -zero balance duell receipt of payment).

NOTE: IAW AFARS 5113.270-90(c), cardholders shall inform the vendor at the time of transaction that the purchase is -For Official United States Government Use or as most states will exempt these types of purchases from state and local taxes. Use of a state tax exemption form with tax exempt number may be required by some vendors.

   b. Document transaction in GPC purchase log.
      1) Date of purchase.
      2) Item/service being purchased.
      3) Vendor Name.
      4) Line of Accounting (LOA) from Purchase Request or MIPR.
      5) Dollar Amount.
      6) Date item or service was received.

   c. Create purchase files IAW AR 715-XX paragraph 3-10. Billing statements, original receipts, and all supporting documents shall be retained by the BO for six years and three months or transfer to record holding area. Original records are the property of the U.S. Government and may not be removed from government control for any reason.

NOTE: The CCO should maintain a purchase log, as stated in 5b and 5c, above.

6. The cardholder needs to reconcile monthly statements.
   
   a. Within three days of the end of the billing cycle (currently the 19th of each month), the cardholder shall manually reconcile their monthly statement and submit all documentation to the BO for approval and certification. Upon certification, submit the statement (including amount and BO signature), and reconciliation spreadsheet, via facsimile, to the servicing DFAS for processing.

NOTE: If the statement includes a bank rebate, seek a rebate LOA from the supporting Resource Manager (RM) and reconcile the rebate like other transactions.
Performance Steps:

NOTE: CCO cards are not associated with one individual LOA like unit level GPC cards. Each transaction on the CCO card may have a different LOA. Unlike unit level cardholders, CCO BOs manually reconcile their accounts monthly and process payment through DFAS. BOs conduct a second reconciliation through Access Online to ensure the account reflects certification in Access Online.

NOTE: Rebates are earned based on timeliness of monthly certification by the BO and the dollar amount spent. GSA and the servicing bank negotiated a formula which considers the above, along with other factors, to calculate rebates. Rebates are automatically included on billing statements following the end of each quarter.

7. Cardholder prepares documentation for payment.
   a. Receive contract requiring GPC payment, invoice from contractor reflecting items delivered or services performed, and receiving report from requiring activity.
   b. Determine completeness of payment documents IAW Task 3-6 Process Documentation For Payment.
   c. Provide GPC account number to contractor telephonically or in person. Inform contractor they are not to retain the card number for future use.

WARNING: For security purposes, DO NOT email card account number to any contractor.

NOTE: Account thresholds in Access On-Line may be lower than the contract payment. If so, contact the supporting RM and Agency/Organization Program Coordinator (A/OPC) to increase the thresholds accordingly PRIOR to processing the payment.

   d. Secure a receipt showing the item or service was paid in full (a.k.a. -zero balance duell receipt of payment).
   e. Document the transaction in the GPC purchase log. CCOs should maintain a purchase log recording the:
      1) Date of purchase.
      2) Item/service being purchased.
      3) Vendor Name.
      4) LOA from Purchase Request or MIPR.
      5) Dollar Amount.
      6) Date item or service was received.

8. Cardholder and BO reconcile monthly statement for payment process.
   a. Within three days of the end of the billing cycle (currently the 19th of each month), the cardholder shall manually reconcile their monthly statement and submit all documentation to the BO for approval and certification.
   b. Upon certification, statement (including amount and BO signature), and reconciliation spreadsheet shall be submitted via facsimile to the servicing DFAS for processing.

NOTE: Each transaction on the cardholder monthly statement shall have an associated LOA. If statement includes a rebate from the bank, seek a rebate LOA from supporting Resource Manager (RM).

NOTE: IAW DoD Financial Management Regulation (FMR), billing statements, receipts, and all supporting documents shall be retained by the BO for six years and three months.
Evaluation Preparation and Guidance:  Evaluator provides a purchase request packet and set of payment documents. Evaluate the handling of each IAW Performance Steps.

Performance Measures:  

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<tr>
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<tr>
<td>1. Identify Unit GPC program dollar threshold levels.</td>
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<tr>
<td>2. Unit GPC cardholder seeks pre-purchase approval from (BO).</td>
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<td>3. Cardholder conducts market research.</td>
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<td>4. Purchase the item or service.</td>
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<td>7. Cardholder prepares documentation for payment.</td>
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<td>8. Cardholder &amp; BO reconcile monthly statement for payment process.</td>
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<tr>
<td>Part 2.1</td>
<td>Yes</td>
<td>FAR- Definitions</td>
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<td>Part 13.3</td>
<td>Yes</td>
<td>FAR- Simplified Acquisition Methods</td>
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<tr>
<td>Part 201.603</td>
<td>Yes</td>
<td>DFARS- Selection, appointment, and termination of appointment</td>
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<td>Part 213.270</td>
<td>Yes</td>
<td>DFARS- Use of the Government-wide commercial purchase card</td>
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<td>Part 213.3</td>
<td>Yes</td>
<td>DFARS- Simplified Acquisition Methods</td>
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<tr>
<td>Part 5113.270-90</td>
<td>Yes</td>
<td>AFARS- Use of the Government-wide commercial purchase card</td>
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Supporting Individual Tasks:
Task 2-2 Review Purchase Request and Supporting Documents
Task 3-6 Process Documents for Payment

Supported Collective Tasks: N/A

Supported Army Universal Task List (FM 7-15):

- ART 4.1.5 Provide Contract Support

Supported Universal Joint Task List (CJCSM 3500-4E) posted 12 March 2009:

- SN 4.6.1.3.1 Acquire Supplies and Services by Contract
- SN 4.6.1.3.2 Perform Contracting Officer Duties
- SN 4.6.1.3.4 Provide Contracting Administration Services

Equipment and Materials Required: Purchase request packet and set of payment documents.
Task 4-5
MANAGE BULK FUNDS

Conditions: You are assigned as a Contingency Contracting Officer with access to FAR, DFARS, and AFARS, and resource management personnel in a garrison or field environment and are required to manage bulk funds.

Standards: Managed bulk funds in compliance with appropriate regulations, laws, and policies.

Performance Steps:
1. Receive a bulk funded purchase request IAW FAR 13.101(b)(4).
   a. Review the bulk funded document and verify the funds have been certified by a Certifying Officer.
   b. Review the associated contract or BPA to ensure use of bulk funding is appropriate, or if not associated with a specific contractual instrument, use the bulk funds for the purpose stated on the funding document e.g., 603rd SCCT Office Supplies or Contract Actions Associated With 603rd SCCT Life Support Area Maintenance.
   c. Ensure the bulk fund end date is indicated on the purchase request.

CAUTION: The resource manager should indicate the lifespan of the funds on the PR to ensure it is not used by the contracting office after the resource manager has de-committed the funds.

CAUTION: The bulk fund is not a blank check. Intended uses should be clearly defined on the PR.

CAUTION: Most bulk funds use Operation and Maintenance Army (OMA) funds that will expire at the end of year fiscal year (FY); therefore ensure that prior to the end of the FY, a reconciliation is done with the Resource Management Office (RMO) to determine the disposition of any remaining funds.

2. Maintain a spreadsheet to track the bulk fund obligations and balance:
   a. For each contract/award/order (i.e. obligation), ensure the funded amount is debited from the overall bulk fund amount on the spreadsheet used to track the bulk funds.
   b. Periodically (e.g., monthly), reconcile the bulk funds obligated and balance remaining.
   c. Periodically (e.g., monthly) reconcile with the resource manager providing funds.

NOTE: When using the bulk funded PR as a funding document, include a copy of the bulk funded PR and the current spreadsheet in the contract or GPC file.

NOTE: The contracting officer’s signature on a contract constitutes the contracting officer’s verification that sufficient funds remain on the bulk funded PR.

3. Provide the RMO and finance (paying) office with a copy of each awarded action. This step is the same for all types of funding documents, not only those with bulk funds.
**Evaluation Preparation and Guidance:** Evaluator provides a bulk fund packet with a set of requirement documents and a bulk fund tracking spreadsheet. Evaluate the handling of each IAW Performance Measures.

**Performance Measures**

1. Reviewed and verified the bulk funded document was complete and appropriate for the contract, BPA or specified use.  

2. Properly and accurately reconciled the bulk fund spreadsheet.  

3. Properly distributed bulk funded contract actions.  

4. Notified the finance and accounting office at the close of each month.

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**References:**

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<td>Yes</td>
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<tr>
<td>AFARS Part 5113.306</td>
<td>Yes</td>
<td>Simplified Acquisition Procedures</td>
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**Supporting Individual Tasks:**

3-3 Issue TO/DO or BPA Call  
4-1 Utilize SF 44  
4-2 Train, Appoint, and Manage Ordering Officers / Field Ordering Officers

**Supported Collective Tasks:** NA

**Supported Army Universal Task List (FM 7-15):**

ART 4.1.5 Provide Contracting Support

**Universal Joint Task List Tasks (CJCSM 3500-4E, Universal Joint Task List Database with Conditions, Version 3, Posted 12 March 2009):**

SN 4.6.1.3.1 Acquire Supplies and Services by Contract  
SN 4.6.1.3.2 Perform Contracting Officer Duties  
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties  
SN 4.6.1.3.4 Provide Contracting Administration Services

**Equipment and Materials Required:** NA
Task 4-6
PREPARE FOR DEPLOYMENT

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current FAR, DFARS, AFARS, local procedures, and required automation and office supplies. You have been assigned an operational mission to provide contracting support and have received your warning order for deployment as an individual or team member.

Standards: Conducted mission analysis, identified requirements for deployment, and effectively prepared self and equipment to deploy. Result of effort is individual is prepared to provide immediate contracting support upon arrival in Theater.

Performance Steps:
1. Receive mission to provide contingency contracting support.
2. Conduct Mission Analysis IAW FM 5-0 para. 3-56.
   a. Review supported organization IAW Task 1-1; Identify Supported Organization.
   b. Conduct Country Study or analysis of area of operations including a review of all Statements of Demonstrated Abilities (SODA) and Security Agreements.
   c. Obtain and review theater specific acquisition instructions.
   d. Determine if in support of a declared contingency.
   e. Determine contracting structure in Theater.
   f. Identify requirements needing immediate action based on operational timeline.
3. Identify requirements for deployment.
   a. Coordinate for Soldier Readiness Check (SRC) when required.
   b. If deploying as part of the Worldwide Individual Augmentation System (WIAS), schedule deployment through CONUS Replacement Center (CRC).
   c. Identify country clearance requirements.
   d. Obtain or renew official government passport, if required.
   e. Coordinate Visas (as applicable).

WARNING: Ensure passport does not expire for the expected duration of the mission.
   f. Identify travel requirements.
   g. Identify Theater Specific Individual Readiness Training (TSIRT) requirements.
   h. Schedule Rapid Fielding Initiative (RFI) draw if not going through CRC.
4. Identify scope of contracting support to be provided.
   a. Determine expected range of requirements.
      1) Supplies, Services, Construction.
      2) Complexity of actions.
Performance Steps:

3) Duration of anticipated support.
   b. Identify anticipated dollar thresholds of requirements.
   c. Identify anticipated volume of actions.
   d. Request warrant authority through appropriate PARC based on anticipated scope of support, mission and theater maturity.
   e. Request assignment of PIINs for use during support.

5. Determine requirements necessary to support contracting functions.
   a. Identify requirements for establishing a contracting office.
      1) Determine/coordinate for life-support and security.
         a. If contingency operation coordinate with supported organization.
         b. If other than contingency coordinate with embassy, or plan individually when applicable or required.
      2) Identify automation and communication requirements.
         a. Determine what is required for operating the office.
         b. Determine what is required to communicate with supported organization and with other elements in Theater.
         c. Determine what is required for executing contracting actions.

6. Conduct final preparations of individual and equipment for deployment.
   a. Prepare individual.
      1) Obtain orders.
      2) Draw or coordinate for individual weapon if not drawing weapon at CRC.
      3) Pack IAW packing list or based on assessment of mission requirements.
   b. Prepare equipment.
      1) Obtain most recent acquisition regulations in hard copy depending on theater maturity.
      2) Verify operability of automation.

NOTE: Ensure correct power converters in sufficient quantities are on hand to operate equipment.

3) Pack contracting supplies necessary to support until re-supply is possible.
4) Ensure current digital copies of forms and templates are on hand.

NOTE: Depending on mission, consider mailing equipment prior to departure, or have a rear element send it upon arrival.

CAUTION: Note airport restrictions on the size and weight of baggage and pack accordingly.

7. Deploy.
**Evaluation Preparation and Guidance:** Setup: For training and evaluation, assign CCO a mission to provide contracting support. Provide CCO with necessary operational orders, Theater specific information and anticipated support requirements.

Brief Soldier: Given the scenario, identify deployment requirements, and prepare self and equipment for deployment.

**Performance Measures:**

2. Identified requirements for deployment.  
3. Determined support and equipment requirements.  

**References:**

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<tr>
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**Supporting Individual Tasks:** NA

**Supported Collective Tasks:** NA

**Supported Army Universal Task List (FM 7-15):**

ART 4.1.5 Provide Contracting Support

**Universal Joint Task List Tasks (CJCSM 3500-4E, Universal Joint Task List Database with Conditions, Version 3, Posted 12 March 2009):**

SN 4.6.1.3.1 Acquire Supplies and Services by Contract  
SN 4.6.1.3.2 Perform Contracting Officer Duties  
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties  
SN 4.6.1.3.4 Provide Contracting Administration Services
Task 4-7
MAINTAIN A PROCUREMENT INSTRUMENT IDENTIFICATION NUMBER LOG

Conditions: You are assigned as a Contingency Contracting Officer with access to FAR, DFARS, and AFARS, in a garrison or field environment without an automated Procurement Instrument Identification Number (PIIN) system.

Standards: Properly maintain a PIIN Log enabling proper data gathering and effective contract management/accountability.

Performance Steps:
1. Receive PIINs as provided by the contracting office.
2. Develop a PIIN Log. The PIIN Log normally includes, at a minimum, the following information:
   a. Purchase Request Number.
   b. Requiring Activity and Point Of Contact Information.
   c. Item/Service Description.
   d. Solicitation Number and Closing Date.
   e. Contract Number.
   f. Total Contract Award Amount.
   g. Name of Contracting Officer.
   h. Vendor Name.
   i. Date of Vendor Acceptance.
   j. Period of Performance or Delivery Date As Applicable.
   k. Invoice, Receiving Report and Payment Completed (Yes/No).
   l. FPDS-NG CAR Completed (Yes/No).
   m. Contract Closed Date.

NOTE: PIINs may be provided in various manners: PD2, PIIN blocks assigned to CCOs, etc.

NOTE: PIIN Logs can be maintained at the office, team or individual level per local SOP.

NOTE: If the contracting office does not provide the PIIN then use the Uniform Procurement Instrument Identification (PII) numbering system prescribed by DFARS Part 204.7001 and described in DFARS Parts 204.7003 and 204.7004.

3. The PIIN Log shall be reviewed at the end of each day and any discrepancies shall be resolved before the next duty day.

WARNING: Ensure the PIIN Log does not include any duplicate PIINs due to user error or receipt of an erroneous PIIN. An automated system such as PD2 will prevent this.

4. Employ the PIIN log as a contract administration tool.
   a. Monitor the service contract period of performance to inform the requiring activity of upcoming end date.
   b. Monitor the supply delivery date to ensure requiring activity receives supplies and then forwards payment documents based on local payment processing methods.
   c. Monitor contract payments to identify contracts requiring closure.
**Evaluation Preparation and Guidance:** Provide the Soldier with a few sample PIINs and instruct the Soldier to create a PIIN Log.

For Step 2 above. Provide the Soldier with a sample PIIN Log that contains some missing information and instruct the Soldier to indentify the missing information.

**Performance Measures:**

1. Created a proper PIIN Log.
2. Properly reviewed PIIN Log and resolved any discrepancies.
3. Properly monitored and employed the PIIN Log as a contract management tool.

**References:**

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**Supporting Individual Tasks:** NA

**Supported Collective Tasks:** NA

**Supported Army Universal Task List (FM 7-15):**

ART 4.1.5 Provide Contracting Support

**Universal Joint Task List Tasks (CJCSM 3500-4E, Universal Joint Task List Database with Conditions, Version 3, Posted 12 March 2009):**

SN 4.6.1.3.1 Acquire Supplies and Services by Contract
SN 4.6.1.3.2 Perform Contracting Officer Duties
SN 4.6.1.3.3 Perform Contracting Officer Technical Representative Duties
SN 4.6.1.3.4 Provide Contracting Administration Services

**Equipment and Materials Required:**

a. Sample PIIN
b. PIIN Log template for creating a PIIN Log
c. Sample PIIN Log with discrepancies
APPENDIX A

GLOSSARY

PART A – ABBREVIATIONS AND ACRONYMS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>AABC</td>
<td>Army Acquisition Basic Course</td>
</tr>
<tr>
<td>AAICC</td>
<td>Army Acquisition Intermediate Contracting Course</td>
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<tr>
<td>ACC</td>
<td>Army Contracting Command</td>
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<tr>
<td>ACO</td>
<td>Administrative Contracting Officer</td>
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<td>ACSA</td>
<td>Acquisition and Cross-Servicing Agreements</td>
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<td>AFRAS</td>
<td>Army Federal Acquisition Regulation Supplement</td>
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<td>AFSB</td>
<td>Army Field Support Brigade</td>
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<td>ALU</td>
<td>Army Logistics University</td>
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<td>Army Materiel Command</td>
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<td>AMSC</td>
<td>Acquisition Method Suffix Code</td>
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<td>AOR</td>
<td>Area Of Responsibility</td>
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<td>Acquisition Review Board</td>
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<td>ARFORGEN</td>
<td>Army Force Generation</td>
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<td>ASC</td>
<td>Army Sustainment Command</td>
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<tr>
<td>ASFI</td>
<td>Army Single Face to Industry</td>
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<td>C2</td>
<td>Command and Control</td>
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<td>CAC</td>
<td>Common Access Card</td>
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<td>CAAF</td>
<td>Contractors Authorized to Accompany the Force</td>
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<tr>
<td>CAGO</td>
<td>Contractor Acquired, Government Owned</td>
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<tr>
<td>CAP</td>
<td>Civil Augmentation Program</td>
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<tr>
<td>CAPR</td>
<td>Cost Account Performance Report</td>
</tr>
<tr>
<td>CCR</td>
<td>Central Contractor Registration</td>
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<tr>
<td>CERP</td>
<td>Commander’s emergency response program</td>
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<td>CJCSM</td>
<td>Chairman of the Joint Chiefs of Staff Manual</td>
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<tr>
<td>CMP</td>
<td>Contractor Management Plan</td>
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<td>CONUS</td>
<td>Continental United States</td>
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<td>Contingency Contracting Battalion</td>
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<td>Computer Hardware, Enterprise Software and Solutions</td>
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<td>Contracting Support Brigade</td>
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<td>Contract Support Integration Plan</td>
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<td>Combined Training Center</td>
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<td>CUL</td>
<td>Common User Logistics</td>
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<td>DoDD</td>
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<td>Department of State</td>
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<td>DS</td>
<td>Direct Support</td>
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<td>ECC</td>
<td>Expeditionary Contracting Command</td>
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<td>EPLS</td>
<td>Excluded Parties List System</td>
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<td>EPW</td>
<td>Enemy Prisoner of War</td>
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<td>FAR</td>
<td>Federal Acquisition Regulation</td>
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<td>FPDS-N</td>
<td>Federal Procurement Data System Next-Generation</td>
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<td>Forward Operating Base</td>
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<td>Field Ordering Officer</td>
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<td>FRAGO</td>
<td>Fragmentary Order</td>
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<td>Federal Supply Service</td>
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<td>Geographic Combatant Command</td>
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<td>Government-wide Point of Entry</td>
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<td>HNS</td>
<td>Host Nation Support</td>
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<td>HQDA</td>
<td>Headquarters, Department of the Army</td>
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<td>IAW</td>
<td>In Accordance With</td>
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<td>ICW</td>
<td>In Coordination With</td>
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<tr>
<td>ID</td>
<td>Identification</td>
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<td>IDIQ</td>
<td>Indefinite Delivery, Indefinite Quantity</td>
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<td>IGE</td>
<td>Independent Government Estimate</td>
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<td>IT</td>
<td>Information Technology</td>
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<td>Joint Contracting Support Board</td>
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<td>Joint Force Commander</td>
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<td>LOA</td>
<td>Letter Of Authorization</td>
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<td>LOA</td>
<td>Line Of Accounting</td>
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<td>LOGCAP</td>
<td>Logistics Civil Augmentation Program</td>
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<td>MAAWS</td>
<td>Money As A Weapon System</td>
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<td>MDMP</td>
<td>Military Decision Making Process</td>
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<td>METL</td>
<td>Mission Essential Task List</td>
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<td>MICC</td>
<td>Mission Installation Contracting Command</td>
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<td>MILCON</td>
<td>Military Construction</td>
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<td>Military Postal Service</td>
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<td>MTOE</td>
<td>Modified Table Of Organization &amp; Equipment</td>
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<td>MTF</td>
<td>Medical Treatment Facility</td>
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<td>MWR</td>
<td>Morale, Welfare and Recreation</td>
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<td>NCO</td>
<td>Non-Commissioned Officer</td>
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<td>NRP</td>
<td>Non-unit Related Personnel</td>
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<td>Notice To Proceed</td>
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<td>Non-Tactical Vehicle</td>
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<td>Operational Contract Support</td>
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<td>OGA</td>
<td>Other Governmental Agencies</td>
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<td>OO</td>
<td>Ordering Officer</td>
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<td>OPORD</td>
<td>Operations Order</td>
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<td>OSD</td>
<td>Office of the Secretary of Defense</td>
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<td>PBAC</td>
<td>Program Budget and Advisory Committee</td>
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<td>PCO</td>
<td>Procuring Contracting Officer</td>
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<td>PD2</td>
<td>Procurement Desktop-Defense</td>
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<tr>
<td>PEO</td>
<td>Program Executive Officer</td>
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<tr>
<td>PGI</td>
<td>Procedures, Guidance and Information</td>
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<tr>
<td>PIIN</td>
<td>Procurement Instrument Identification Number</td>
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<td>PM</td>
<td>Program/Product Manager</td>
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<td>PPO</td>
<td>Project Purchasing Officer</td>
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<td>PR</td>
<td>Personnel Recovery</td>
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<td>Abbreviation</td>
<td>Description</td>
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<tr>
<td>PR</td>
<td>Purchase Request</td>
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<tr>
<td>PR&amp;C</td>
<td>Purchase Request and Commitment</td>
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<tr>
<td>PWS</td>
<td>Performance Work Statement</td>
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<tr>
<td>QASP</td>
<td>Quality Assurance and Surveillance Plan</td>
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<tr>
<td>RCC</td>
<td>Regional Contracting Center</td>
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<tr>
<td>RCO</td>
<td>Regional Contracting Office</td>
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<tr>
<td>RFI</td>
<td>Rapid Fielding Initiative</td>
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<td>RIP</td>
<td>Relief In Place</td>
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<tr>
<td>RUF</td>
<td>Rules for the Use of Force</td>
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<tr>
<td>SAP</td>
<td>Simplified Acquisition Procedure</td>
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<tr>
<td>SAT</td>
<td>Simplified Acquisition Threshold</td>
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<td>SCCT</td>
<td>Senior Contingency Contracting Team</td>
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<tr>
<td>SCO</td>
<td>Senior Contracting Official</td>
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<tr>
<td>SERE</td>
<td>Survival, Evasion, Resistance and Escape</td>
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<tr>
<td>SJA</td>
<td>Staff Judge Advocate</td>
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<tr>
<td>SOCOM</td>
<td>Special Operations Command</td>
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<tr>
<td>SODA</td>
<td>Statement Of Demonstrated Ability</td>
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<tr>
<td>SOFA</td>
<td>Status-Of-Forces Agreements</td>
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<tr>
<td>SOP</td>
<td>Standard Operating Procedure</td>
</tr>
<tr>
<td>SOW</td>
<td>Statement Of Work</td>
</tr>
<tr>
<td>SPOT</td>
<td>Synchronized Pre-deployment Operational Tracker</td>
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<tr>
<td>SPS</td>
<td>Standard Procurement System</td>
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<tr>
<td>SRC</td>
<td>Soldier Readiness Check</td>
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<td>TACSOP</td>
<td>Tactical Standing Operating Procedure</td>
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<td>TCN</td>
<td>Third Country National</td>
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<td>TEB</td>
<td>Technical Evaluation Board</td>
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<td>TIP</td>
<td>Trafficking In Persons</td>
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<td>TLF</td>
<td>Team LOGCAP-Forward</td>
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<td>TO</td>
<td>Task Order</td>
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<td>TOA</td>
<td>Transition of Authority</td>
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<tr>
<td>TPFDDL</td>
<td>Time Phased Force Deployment Data List</td>
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<tr>
<td>TSIRTF</td>
<td>Theater Specific Individual Readiness Training</td>
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<tr>
<td>UAC</td>
<td>Un-Authorized Commitment</td>
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<td>UCMJ</td>
<td>Uniform Code of Military Justice</td>
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<td>WARNO</td>
<td>Warning Order</td>
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<tr>
<td>WAWF</td>
<td>Wide Area Work Flow</td>
</tr>
<tr>
<td>WIAS</td>
<td>World-wide Individual Augmentation System</td>
</tr>
</tbody>
</table>
PART B – TERMS AND DEFINITIONS

**Acquisition**: The process of acquiring supplies, services and construction in support of the joint force.

**Acquisition review board**: An established board used to review and make recommendations for controlling critical common-user logistic supplies and services within the joint operational area and to recommend the proper sources of support for approved support requirements.

**Administrative contracting officer**: Contracting officers whose duties are limited to contract administration (also known as ACO).

**Administrative lead time**: The interval between initiation of procurement action and letting of contract or placing of order. See also procurement lead time.

**Civil augmentation program**: Standing, long-term external support contacts designed to augment Service logistic capabilities with contract support in both preplanned and short notice contingencies. Examples include US Army LOGCAP, AFCAP, US Navy Global Contingency Capabilities Contracts (also known as CAP). See also contingency contract and external support contracts.

**Contingency contracting**: The process of obtaining goods and service from commercial sources via contracting means in support of contingency operations.

**Contractors authorized to accompany the force**: Contingency contractor employees who are specifically authorized through their contract to accompany the force and have protected status IAW international conventions (also known as CAAF).

**Contractor management plan**: Captures key, operational specific, contractor personnel and equipment related information. The CMP defines the government’s obligation, under the terms and conditions of the contract, to provide support to include, but not limited to, base life support and security to contractor personnel.

**Contingency contracts**: Contracts for goods and services obtained from commercial sources in support of contingency operations. See also external support contracts; theater support contracts, systems support contracts

**Contract administration**: A subset of contracting and includes efforts that ensure that supplies and services are delivered IAW the conditions and standards expressed in the contract.

**Contractor management**: The process of managing and integrating contracted support, to include all associated contractor personnel and their equipment, into military operations.

**Contract support integration**: The process of synchronizing operational planning, requirements development and contracting in support of deployed military forces and other designated organizations in the area of operations.

**Contract termination**: The cessation or cancellation, in whole or in part, of work under a prime contract or a subcontract there under for the convenience of, or at the option of, the government, or due to failure of the contractor to perform IAW the terms of the contract (default).

**Contracting officer**: The service member or Department of Defense civilian with the legal authority to enter into, administer, and/or terminate contracts.

**Contracting officer representative**: A service member or Department of the Army civilian appointed in writing by a contracting officer responsible to monitor contract performance and performs other duties specified by their appointment letter (also known as COR).
Cost-plus award fee contract: A type of contract that provides for a payment consisting of a base amount fixed at inception of the contract along with an award amount that is based upon a judgmental evaluation by the Government.

External support contracts: Prearranged contracts or contracts awarded during the contingency from contracting organizations whose contracting authority does not derive directly from the contingency operation or system support contracting authority.

Field ordering officer: A service member or DOD civilian who is appointed in writing and trained by a contracting officer who is authorized to spend government money in support of forces and/or designated civil-military operations (also known as FOO).

Federal procurement data system next generation: used to assist users in entering their procurement actions

Head of the contracting activity: The official who has overall legal responsibility for managing the contracting activity.

Independent government estimate: An estimate of the cost/price for goods and/or services to be procured by contract. (Also referred to as an Independent Government Cost Estimate or IGCE.)

Initiation of procurement action: That point in time when the approved document requesting procurement and citing funds is forwarded to the procuring activity.

Letter of authorization: A document issued by the procuring contracting officer or designee that authorizes contractor personnel authorized to accompany the force to travel to, from, and within.

Operational contracting support: The process of planning for and obtaining supplies, services, and authorizes construction from commercial sources in support of the joint operations along with the associated contractor management functions.

Procurement desktop-defense: An automated system to manage the procurement process in an integrated desktop environment that enables paperless and more efficient contracting.

Performance work statement: A performance-based description of the user’s technical, functional, and performance requirements (also known as PWS).

Prime contract: A contract or contractual action entered into by the United States government for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime vendor: A contracting process that provides commercial products to regionally grouped military and federal customers from commercial distributors using electronic commerce. Customers typically receive materiel delivery through the vendor’s commercial distribution system (also called PV).

Privy of contract: The legal relationship that exists between two contracting parties, for example, between the prime and sub-contractor.

Procuring contracting officer: A contracting officer who initiates and signs the contract (also known as PCO). Also see contracting officer and administrative contracting officer.

Ratification: The process of approving an unauthorized commitment by an official who has the authority to do so. See also unauthorized commitment.

Requirements determination: The process of identifying necessary mission support eligible to be contracted, and the planning and coordination this process involves.
**Requirements development:** The detailed work of preparing and coordinating an acquisition ready requirements package that includes: a funding document, a justification for the requirement, SOW/PWS (for a service contract) or item description (for a commodity request), IGE, and other locally required documents needed for submission of a requirements package. Additionally, requirements development involves the staffing, internal approval, and tracking of the requirements package through contract award and contractor start of work as well as nomination of CORs.

**Requiring activity:** A military or other designated supported organization that identifies and receives contracted support during military operations.

**Subcontract:** A contract or contractual action entered into by a prime contractor and subcontractor, or a subcontractor to another subcontractor, for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract. See also contingency contract.

**Supported unit:** As related to contracted support, a supported unit is the organization that is the recipient, but not necessarily the requestor of, contractor-provided support.

**System support contracts:** Are pre-arranged contingency contracts awarded by Army program executive and project/product management offices that provide deployed fielding support, technical support, maintenance support and, in some cases, Class IX support for selected military weapon and support systems.

**Task order:** An order for services placed against an established contract. See also civil augmentation program, cost-plus award fee contract and indefinite delivery/ indefinite quantity type of contract

**Theater support contracts:** A type of contingency contract that are awarded by contracting officers deployed to the operational area serving under the direct contracting authority of the Service component, special operations force command or designated joint head of contracting authority for the designated contingency operation.

**Unauthorized commitment:** A non-binding agreement between a contractor and a US government official who lacks proper contracting authority to enter into a contract or to change a contract.
APPENDIX B

REFERENCES

Required Publications

Required publications are sources that users must read in order to understand or to comply with this publication.

Army Regulations & Manuals

AFARS
FM 7-15 (Article 4.1.5)
AR 710-2
AR 715-xx
AR 25-55
CAC Handbook 09-27
FM 3-0
FM 5-0
FM 7-0

Department of Defense Publications

DFARS
DODI 5400.7

Joint Publications

JP 4-10
CCJOINT HANDBOOK
CJCSM 3500-4E

Other Product Types

FAR
USC 552 Title 5

Web Sites

G3 Training AKO
Wide Area Work Flow

Army Federal Acquisition Regulation Supplement, 1 October 2001
Army Universal Task List (Provide Contracting Support), 27 February 2009
Supply Policy Below The National Level, 28 March 2008
Government Purchase Card Program, 2 May 2007
Department of the Army Freedom of Information Act Program, 1 November 1997
Commanders Guide to Money as a Weapon System, Chapter 9, 1 April 2009
Operations, 14 June 2001
The Operations Process, 26 March 2010
Training The Force, 22 October 2002
DoD Instruction, Freedom of Information Act Program
Operational Contract Support
Contingency Contracting Joint Handbook, 18 January 2008
Universal Joint Task List Database with Conditions – Version 3, 12 March 2009
Federal Acquisition Regulation, 1 March 2005
United States Code – Freedom of Information Act
Director of Acquisition Career Management Guidance Memorandum #4, 31 March 2008
Army Policy for Civilian Workforce Management and Service Contracts 4 September 2007

http://wawf.eb.mil
# ACC 51C Level One Proficiency Guide Task Tracking Sheet

## Section 1: Administrative Data

- **Name:**
- **Rank:**
- **SSN:**
- **Unit:**
- **UTI:**
- **Duty Position:**
- **Phone:**
- **Email Address:**

## Section 2: ACC 51C Level One Proficiency Guide Tasks:

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<tr>
<th>Task Number</th>
<th>Name of Task</th>
<th>Initial Test Score / Date</th>
<th>Re-Test Score / Date</th>
<th>Mentor’s Signature (After Proficiency Shown in Task)</th>
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<tbody>
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<td>Task 1-1</td>
<td>Identify Supported Units</td>
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<tr>
<td>Task 1-2</td>
<td>Train Supported Units</td>
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<td>Task 1-3</td>
<td>Advise Supported Units</td>
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<td>Task 1-4</td>
<td>Review CSIPs</td>
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<td>Task 1-5</td>
<td>Conduct Market Research</td>
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<td>Task 1-6</td>
<td>Conduct Acquisition Planning</td>
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<td>Evaluate Offers</td>
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SECTION SUPERVISOR:  

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BATTALION COMMANDER SIGNATURE:  

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51C Proficiency Guide Supplement
51C
Proficiency Guide

For
Construction,
Architect-Engineer (A-E)
& Contingency Contracting
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Introduction; Director, USACE National Contracting Organization

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HOW TO USE THIS GUIDE

1. **Audience.** This guide is intended to be used by Soldiers and civilians alike; however, the primary users of the guide will be Military Contingency Contracting Officers (MCCOs) and Non-Commissioned Officers (NCOs) on the Military Contingency Contracting Team (MCCT). The guide is also intended to be used by U.S. Army Corps of Engineers (USACE) interns, and the mentors, supervisors and Contracting Officers (KO) involved in training the Soldiers and Interns.

2. **Mentors, Supervisors, and District Contracting Chiefs (DCC).** The members of the MCCT are assigned to your district for two years, and it is imperative that they be given as many training and work assignments as practicable so that they may become proficient in Construction and Architect-Engineer (A-E) contracting before they deploy. These Soldiers should not be pigeon-holed into performing redundant tasks for long periods of time, such as performing contract closeouts or responding to data calls. Rather, the focus should be on training them to be proficient and capable of executing construction and A-E contracts while deployed in a contingency environment.

3. **ACC 51C Level One Proficiency Guide vs. USACE 51C/1102 Proficiency Guide.** The USACE 51C/1102 Proficiency Guide is specifically focused on construction and A-E contracting. If the task is covered in the Army Contracting Command (ACC) 51C Guide, and there are no special requirements related to either A-E or construction, it is not repeated here; therefore, for supply and service contracts refer to **ACC 51C Level One Proficiency Guide** for guidance and proficiency requirements. Tasks in the USACE 51C/1102 Proficiency Guide may supplement or expand upon tasks covered in the ACC 51C Guide providing the unique processes or information required to execute A-E and Construction contracts in USACE.

4. **Consistency of Terminology.**
   a. **Contracting Officer.** For the purposes of this guide, the terms “MCCO”, “Contingency Contracting Officer (CCO)” and “KO” all refer to a warranted contracting officer and may be used interchangeably. The acronym KO is used predominately in this guide.
   b. **Soldier.** For the purposes of this guide, the terms “Soldier” and “Contract Specialist” or “Intern” may be used interchangeably. The term Soldier is used predominately in this guide.
   c. **USACE.** USACE is also referred to informally as the “Army Corps of Engineers,” “Corps of Engineers” or “Corps.” However in this guide, USACE is used exclusively. The term USACE is spelled out in the introduction, but not each time it is used the Tasks.
   d. **District and Regional Contracting Chiefs.** The terms “District Contracting Chief (DCC)” and “District Chief of Contracting (DCC)” and “Regional Contracting Chief (RCC)” and “Regional Chief of Contracting (RCC)” are used interchangeably in USACE and refer to the same positions. This guide uses the terms “District Contracting Chief” and “Regional Contracting Chief” exclusively.

5. **Acronyms.** For ease of use of this guide, each acronym will be spelled out the first time it is used in each Task, followed by the acronym, which will then be used for the rest of that task. An exception would be the Federal Acquisition Regulation (FAR), Defense FAR Supplement (DFARS) and Army FAR Supplement (AFARS), as these are so common to the Army contracting community that they are not spelled out in each task. Other common acronyms, such as IAW (in accordance with) are also not spelled out. A glossary, containing acronyms, terms and definitions, and links and references is contained in Chapter 3, Sections 3-1 and 3-2.

6. **Links and References.** References are included at the end of each task. In addition, references are hyperlinked within tasks to the greatest extent possible to make it easy for those using the on-line version
to find the references easily. In order for the hyperlinks to work, please open the NCO Contracting
SharePoint website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first
will allow the links to open quickly. In addition, links for general and task-related references are provided
in Chapter 3, Section 3-3. Because some SharePoint Knowledge Management Enterprise (kme) sites
may not be accessible by the user, this guide is accompanied by a Digital Video Disc (DVD) which
contains the complete guide and pertinent copies of the general and task-related references referred to
within this document.

References: (See DVD for References)

Accessing this site first will allow the hyperlinks to open.

ACC 51C Level One Proficiency Guide, Sept 2010
CHAPTER 1-2
51C PROFICIENCY GUIDE TRAINING STRATEGY

1. **ACC 51C Level One Proficiency Guide.** The Army Contracting Command (ACC) published the 51C Level One Proficiency Guide on 13 Sep 10. The guide contains basic tasks that all ACC 51Cs should be proficient in and it applies to all ACC 51Cs and their assigned senior warranted civilian contracting officer (KO) mentors. The guide is applicable to all ACC 51Cs from Staff Sergeant (SSG) through Lieutenant Colonel (LTC) with the exception of Senior Enlisted Advisors at the Brigade level. The USACE 51C Proficiency Guide is not meant to take away from the ACC 51C Proficiency Guide but to supplement it. Some of the tasks will overlap when necessary for reinforcement, but as a general rule the tasks in the USACE Proficiency Guide are USACE unique tasks, focusing primarily around Construction and Architect - Engineer (A-E) Contracting.

2. **51C Entrance into USACE.** USACE 51Cs normally come to a Military Contingency Contracting Team (MCCT) assignment after they have had at least one assignment with the ACC. USACE is aware that this cannot always happen and there will be cases when this is a 51C’s first contracting assignment. For that reason each MCCT will have a mix of seasoned and initial entry 51C Soldiers. It is also recommended that 51Cs coming to USACE have already obtained their Defense Acquisition Workforce Improvement Act (DAWIA) Contracting Level II certification prior to assignment to an MCCT in USACE. The reason for this is that while they are in USACE they will be trained on tasks primarily Level II and above. Again, due to the availability of Level II trained 51Cs in the Army today that will not always be the case. It is expected that all 51Cs receive their Level II DAWIA certification by the end of their tours in USACE.

3. **First Year.** All USACE 51Cs should spend the first year of their assignments fully integrated into a USACE District Contracting Office gaining critical Construction and A-E experience under the mentorship of a senior USACE warranted KO/Branch Chief (1102 series) and the supervision of a LTC MCCT Leader and District Contracting Chief (DCC). Typically, a USACE Military Contingency Contracting Officer (MCCO) will not deploy their first year.

4. **Initial Assignment.** The ACC 51C Level One Proficiency Guide primarily focuses on FAR Part 12 (Acquisition of Commercial Items), and FAR Part 13 (Simplified Acquisition Procedures) (SAP). This will not be the USACE focus for training the MCCO unless this is their first contracting assignment. If this is a 51C’s initial assignment the first 6 months will cover acquisition of commercial Items, and SAP. The remaining time will involve focused training on USACE Construction and A-E Contracting (FAR Part 36) which includes the source selection procedures (FAR Part 15) and other tasks under formal acquisition procedures (i.e. above the Simplified Acquisition Threshold – (SAT)). A USACE MCCO will also be instructed how to use the USACE Acquisition Instructions (UAI) formerly known as the Engineer Federal Acquisition Regulation Supplement (EFARS). 51Cs will also learn the USACE Project Management Business Process (PMBP) and how to develop and/or work effectively in a USACE Project Delivery Team (PDT). NOTE: The UAI is under development. Until issued, refer to the EFARS.

5. **Key and Supporting Tasks.** A key task is mandatory to becoming proficient in Construction or A-E contracting. When working in a District, the primary focus of the training will be pre-award. However, when deployed to a contingency mission, the 51C/1102 may be assigned to a construction administration office, and therefore, supporting tasks in this area have been included in this guide. Depending upon your District or assigned mission some of the supporting tasks may become mandatory or key tasks, for example CONUS Contingency Support for Federal Emergency Management Agency (FEMA). Key tasks are preceded by an asterisk (*) in the Table of Contents and Task Tracker.

6. **Task Completion Tracker.** Once a USACE 51C/1102 has demonstrated experience in a task the mentor (Branch Chief or DCC) will sign the tracking sheet (Chapter 1-4) to validate task proficiency. It is up to the contract specialist to track their own progress and ensure their mentor validates the completion of their assessments. Critical to this process is a practical working knowledge of each task on an actual acquisition for the PDT or District to which they are assigned.
6. **DAWIA Certification.** USACE 51Cs are required to obtain the following DAWIA Contracting Certification Levels: CPT=Level I, SFC & MAJ=Level II and MSG & LTC=Level III.

7. **Additional Formal Training.** USACE has its own educational system in addition to courses a 51C would take through the Defense Acquisition University (DAU). The Proponent-Sponsored Engineer Corps Training (PROSPECT) Program trains USACE unique disciplines. The Acquisition Support Center (ASC) has funded four mandatory courses for USACE 51Cs. MCCOs will enroll and complete the courses within the first 18 months of training with their District Contracting Office. The required courses are Construction Contract Administration (PROS 366); A-E Contracting (PROS 4); Estimating for Construction Contract Modifications (PROS 180); and Negotiating Construction Contract Modifications (PROS 368). In addition, it is recommended that USACE Districts fund the Design/Build Construction course (PROS 425). USACE 51Cs should also continue their college education to meet DAWIA contracting certification and accreditation standards. Non-commissioned officers (NCOs) without a bachelor’s degree should pursue one.

8. **Timeline.** Figure 1-1 shows a standard timeline of a 51C in USACE for a two to three year assignment. End state is to build the 51C with the unique USACE skill set that does not exist in the standard Army model.

![Figure 1-1. USACE 51C Training and Developmental timeline.](image)

**References:** (See DVD for References)

Open the NCO Contracting website at [https://kme.usace.army.mil/CoPs/Contracting/default.aspx](https://kme.usace.army.mil/CoPs/Contracting/default.aspx). Accessing this site first will allow the hyperlinks to open.

1. **ACC 51C Level One Proficiency Guide**, Sept 2010
2. **ASA (ALT) Memorandum, 8 February 2011**, Relevant Contracting Experience Prior to Deployment
3. **DACM Guidance Memo #4**
4. **DACM Guidance Memos (All)**
1. **Introduction**. The [USACE Learning Center](#) (ULC) is the Center for learning and training for USACE. It is under supervision of the Headquarters Directorate of Human Resources. The ULC provides virtual engineering and mission support training to develop and sustain competencies cultivating a competent, disciplined, resilient workforce that provides quality solutions. In addition, the Proponent Sponsored Engineer Corps Training (PROSPECT) Program provides resident courses to meet the unique needs of USACE and other government agencies. The [Tom Bevill Center](#) in Huntsville, Alabama is the main training facility. Courses are conducted throughout USACE and may be tailored for delivery at a specific district/location.

2. **PROSPECT Course Catalog**. The course catalog for the PROSPECT Program, known as the [Purple Book](#), currently lists over 200 courses that cover a wide variety of topics supporting the missions of USACE. These courses are available to federal, state or local government employees. Highly dedicated instructors who excel in their areas of expertise are selected from headquarters, divisions, districts, laboratories, the ULC, or from universities or private firms to design and teach the PROSPECT courses. These instructors are actively working in their field of expertise and offer practical insight in the classroom.

3. **51C Required Courses**. In addition to the Defense Acquisition University (DAU) courses taken for Defense Acquisition Workforce Improvement Act (DAWIA) Contracting Levels I through III, the following PROSPECT courses are required for all 51Cs:
   
   a. PROSPECT 004 – A-E Contracting, Resident (36 hours)
   
   b. PROSPECT 366 – Construction Contract Administration, Resident (36 hours)
   
   c. PROSPECT 180 – Estimating Construction Contract Modifications, Resident (36 hours)
   
   d. PROSPECT 368 – Negotiating Construction Contract Modifications, Resident (36 hours)
   
   e. PROSPECT 334 – District Officer Introductory Course, Resident (36 Hours)
   
   f. Fiscal Law (initial 3 day course, and one-day refresher every 2 years)
   
   g. Ethics (annually) (min 1 hour)
   
   h. Acquisition Ethics (annually) (min 1 hour)

4. **51C Recommended Courses**. The following courses are highly recommended for all 51Cs:
   
   a. PROSPECT 183 – Formal Source Selection, Resident (24 hours)
   
   b. PROSPECT 425 – Design/Build Contracting, Resident (36 hours)
   
   c. DAU CON 243 – Architect-Engineer Contracting
   
   d. DAU CON 244 – Construction Contracting

5. **Continuous Learning Points (CLP)**. All required and recommended courses listed above may be counted toward the 80 Continuous Learning Points (CLP) required every two years.

6. **Funding for Training**. Currently, funding to attend required PROSPECT training courses is provided by Headquarters, National Contracting Organization (HQ NCO) via [Section 852 funding](#). PROSPECT training is coordinated through the local district Training Coordinator. As soon as the District Contracting Chief (DCC) knows that a new MCCT member is coming, a training slot should be requested, even if the
name of the Soldier is not yet known. The annual battle rhythm for requesting PROSPECT courses is in the spring. Work closely with the district Training Coordinator for out-of-cycle training requests. Funding for recommended courses may be available from HQ NCO if Section 852 funds are available. Otherwise, the District must fund these courses.

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/Copps/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. Army Continuous Learning Policy
2. Army Knowledge On-line
3. Army Management Staff College
4. Army Training Requirements and Resources System (ATRRS)
5. ASA (ATL) Memorandum, 29 April 2011, Enforcement of Army Defense Acquisition University (DAU) Policy and Procedures Course Cancellation
6. Career Acquisition Management Portal (CAMP)
7. Career Program-14 (CP-14) (Contracting) Intern Program
8. Civilian Human Resource Training Application System (CHRTAS)
9. DAU iCatalog
10. Defense Acquisition University (DAU)
11. Defense Acquisition Workforce Development Fund (DAWDF) (Section 852 funds)
12. Department of the Army Defense Acquisition University (DAU) Training Policy and Procedures
13. Federal Acquisition Institute
14. How to Guides:
   a. Add DAU Training to your IDP
   b. Add Education to your IDP
   c. Applying for DAWIA Certification
   d. IDP Supervisor’s Instructions to Add Employee
   e. IDP Supervisor’s Module
   f. Update your ACRB in CAMP
15. NCO DAU Cancellation Policy
16. NCO Workforce Development kme site

17. PARC Instruction Letter (PIL) 2007-03-01 Contingency Contracting Training

18. Purple Book

19. Sample Intern Checklist

20. Tom Bevill Center

21. U.S. Army Acquisition Support Center

22. USACE Learning Center (ULC)
### SECTION 1: ADMINISTRATIVE DATA

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*Denotes Required Training / Recommended Training not bolded

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51C PROFICIENCY GUIDE TASKS

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Task 1-1
EXPLAIN THE MISSION OF THE U.S. ARMY CORPS OF ENGINEERS

**Conditions:** You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been asked to explain the mission of the U.S. Army Corps of Engineers (USACE).

**Standards:** Planned, prepared and executed a briefing on the mission of USACE.

**Performance Steps:**

1. **Understand the history of USACE.** The USACE Office of History has created a web-based publication that offers readers succinct but pertinent information on the general history of USACE and its functions.

2. **Determine current mission statement of USACE**

   NOTE: USACE Mission: Provide vital public engineering services in peace and war to strengthen our Nation's security, energize the economy, and reduce risks from disasters.

   NOTE: USACE Vision: A GREAT engineering force of highly disciplined people working with our partners through disciplined thought and action to deliver innovative and sustainable solutions to the Nation's engineering challenges.

   NOTE: The mission of USACE is implemented through the USACE Campaign Plan. The Plan has four goals:

   **Goal 1** Ready for All Contingencies
   Deliver USACE support to combat, stability and disaster operations through forward deployed and reach-back capabilities.

   **Goal 2** Engineering Sustainable Water Resources
   Deliver enduring and essential water resource solutions through collaboration with partners and stakeholders.

   **Goal 3** Delivering Effective, Resilient, Sustainable Solutions
   Deliver innovative, resilient, sustainable solutions to the Armed Forces and the Nation.

   **Goal 4** Recruit and Retain Strong Teams
   Build and cultivate a competent, disciplined, and resilient team equipped to deliver high quality solutions.

3. **Prepare a briefing on the mission and vision statements of USACE.**

   **Evaluation Preparation and Guidance:** Setup: Brief the soldier on the mission of USACE and the Campaign Plan and provide them sufficient information that they would be able to explain the purpose and mission of USACE.
### Performance Measures:

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<td>2. Briefed implementing guidance contained in the USACE Campaign Plan</td>
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### References: (See DVD for References)


1. [USACE 101 Briefing](#)
2. [USACE Campaign Plan](#)
3. [USACE home page website](#) (Public)
4. [USACE Office of History](#)
EXPLAIN THE MISSION AND ORGANIZATIONAL STRUCTURE OF THE NATIONAL CONTRACTING ORGANIZATION (NCO)

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the organizational structure of the National Contracting Organization (NCO) and its mission.

Standards: Identified the working structure of the USACE NCO and provided information on the operational roles, responsibilities and authorities of the NCO components.

Performance Steps:

1. Explain the NCO Vision.

NOTE: The NCO Vision is to be “The premier contracting organization delivering GREAT contracting solutions and acquisition expertise.”

2. Explain the NCO Mission.

NOTE: The NCO Mission is “To provide comprehensive contracting and acquisition solutions in times of peace, war and disaster for USACE and its national and global partners.”

3. Explain the Contracting and Supervisory Lines of Authority in the NCO.

NOTE: See reference material for organization charts and structure

4. Explain the roles, responsibilities and authorities of the components of the USACE contracting team.

HCA: The USACE Commanding General, Chief of Engineers, is the Head of the Contracting Activity (HCA) for USACE. He is responsible to ensure purchases are made IAW all laws and regulations; maintains surveillance over contracting performance; assures opportunities for competition are not unduly restricted and appoints and delegates authority to the Principal Assistants Responsible for Contracting (PARCs). Delegable HCA authorities have been delegated to the Director and Deputy Director, NCO.

DOC: The Director of the National Contracting Organization (NCO) leads the NCO and serves as the functional principal to the Chief of Engineers on contracting matters. The Director, NCO executes HCA PARC functions on behalf of the HCA, serves as the Acquisition Career Management Advocate (ACMA) for USACE and participates as a standing member of the Deputy Assistant Secretary of the Army (Procurement) (DASA(P)) Army Enterprise Contracting Board.

PARC: The Regional PARCs are the senior staff officials responsible for oversight and technical execution of the contracting mission in USACE. In addition to reviewing and approving contract documents, all USACE Procuring Contracting Officers (PCOs) and Administrative Contracting Officers (ACOs) are appointed by the PARCs. There are three regional PARC Offices (OPARCs) located in Atlanta, Dallas, and Winchester. These are Headquarters’ assets with direct access to the Director, NCO and HCA on matters within their purview.

RCC/CCC: The Regional Contracting Chief (RCC)/Center Contracting Chief (CCC) fulfills two principal responsibilities – principal advisor to the Major Subordinate Command (MSC) Commander/Engineer Research and Development Center (ERDC) Director, and is the Regional Manager for contracting services performed at contracting offices located at USACE Districts and Centers within their region.
Regional Contracting Office is comprised of all contracting resources within the MSC or ERDC no matter where those contracting resources may be located (MSC Office, District Offices, Area Offices, Resident Offices, Lake Offices, etc.). As the senior contracting official, the RCC/CCC provides expert contracting advice to the MSC senior leadership and is responsible for the successful execution of the contracting mission and the overall quality of contracting support within the region. To affect this quality role, the RCC/CCC is assigned oversight responsibility for all aspects of the contracting functional area to include regional acquisition strategy, manpower management, manpower development, budget development and execution, process standardization, and policy dissemination /implementation.

**DCC:** The District Contracting Chief (DCC) is the senior contracting official in the District. As such, the DCC provides expert contracting advice to the senior leadership within the District and coordinates with the RCC on issues that may have a regional impact. The DCC is responsible for the successful execution of the contracting mission and the overall quality of contracting support to the District. The DCC works closely with the RCC to develop and implement key elements of the acquisition function within the region to include the regional acquisition strategy, manpower management, manpower development, budget development and execution, process standardization, and policy dissemination/implementation.

**KO:** A Contracting Officer (KO) is a procurement official vested with an unlimited or limited monetary authority to contract for supplies, services (including construction and architect-engineer), utilities, and agreements via any authorized contracting method using all manner of fixed price or cost reimbursement contracts on behalf of the United States. KO appointments are made to qualified individuals assigned to the following positions:

a. DCC and Deputy DCC/Assistant Chiefs;

b. Contracting Division Branch and Section Chiefs; and

c. Administrative Contracting Officers

In addition, other qualified members of the Contracting office, such as Team Leaders or senior Contract Specialists, may also be appointed as KOs.

**ACO:** Administrative Contracting Officers (ACOs) are appointed and delegated limited authority to administer construction contracts. ACOs are warranted contracting officers for the expressed purpose of administering construction contracts in the field. The limitations of authorities for ACOs are identified on the individual’s warrant. ACOs are authorized to obligate the government within the limits of their warrant.

**COR:** Contracting Officer Representatives (CORs) assist the KO, primarily in administering the technical aspects of contractor performance. CORs are not warranted personnel and are not authorized to obligate the government in the execution of their duties.

**USACE:** The US Army Corps of Engineers has developed an effective and efficient method of doing business over its long history of service to the Nation. A highly decentralized process permits USACE to respond under normal conditions and under emergencies to the changes which accompany design and construction of the varied projects for which it is responsible.

**DIVISION:** It should be noted that, from a contracting perspective, the responsibilities of certain USACE management officials differ from that in typical Army Commands. The Division Commander is directly responsible to the Commander, USACE. He commands and supervises District Commanders assigned under his control. The Division Commander, within authorities delegated to him by the Commander, USACE, assigns missions to his districts, coordinates their execution, develops cooperative interests with offices on his level, and represents the division as a whole. The RCC/CCC resides at the Division/Center office. The role of the RCC/CCC is explained above.

**DISTRICT:** The District Offices are “operational offices” since they prepare specifications and purchase requests, award contracts and perform contract administration. This is where most of the actual
contracting effort takes place. This, in essence, makes them the “heart” of the USACE contracting team. The District Commander, also referred to as the District Engineer (DE), does not have any contracting authority, however is responsible for the contracting activities within the District. The role of the DCC is explained above.

PDT: The Project Delivery Team (PDT) supports the DE’s contracting mission. The team is composed of the project manager, the technical representatives (e.g., Engineering, Planning, Real Estate, etc.), Construction, Contracting, Resource Management and Counsel.

AREA and RESIDENT OFFICES: These offices, which are under the general supervision of the District’s Construction Division, are located at or near construction sites. They are responsible for on-site administration of construction contracts. The USACE ACOs are located at Area and/or Resident Offices throughout the district’s geographic area of responsibility (AOR).

AREA and RESIDENT ENGINEER: The Area and/or Resident Engineer may perform the duties of ACO or COR when authorized. When appointed by the KO, the ACO may execute construction contract modifications when the value is not in excess of $500,000, within the limited scope of their authority. CORs are authorized to enforce contract compliance and perform other resident office functions.

COMPETITION ADVOCATES: As required by the Office of Federal Procurement Policy Act, the HCA must designate a competition advocate for the agency and for each procuring activity of the agency. The basic responsibilities of the Advocate are to (i) promote full and open competition and (ii) challenge barriers to competition, including unnecessarily restrictive specifications and statements of need. There are three Special Competition Advocates in USACE; the OPARC Deputy in the Atlanta, Dallas and Winchester; and the PARCs serve as Alternate Special Competition Advocates. The Deputy District Engineer (DDE) is appointed to serve as Field Competition Advocates in USACE.

SMALL BUSINESS: Every USACE Division/District, lab or center having contracting capability is required to have a Deputy for Small Business (SB) who reports to the Commander. The SB Deputy reviews all procurement actions for small business participation and performs all District small business reporting. The SB Deputy is the liaison with the Small Business Administration (SBA) and assists vendors in seeking opportunities with USACE through one-on-one meetings, industry days, and conferences.

Evaluation Preparation and Guidance: Setup: Brief the soldier on the mission and function of the USACE NCO and provide them sufficient information that they would be able to explain how the NCO operates as an enabling activity in support of a USACE contingency mission.

Performance Measures:  

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<td>4. Named the DCC, RCC and PARC associated with your assigned district</td>
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<td>5. Explained the role and responsibilities of ACOs and CORs in field administration of construction contracts.</td>
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References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. National Contracting Organization Strategy
2. NCO Building Blocks Brief 15 Dec 2010
3. NCO DPARC-BOB Initiative, DEC 2010
4. NCO Organization Chart and Structure
5. NCO Strategy Articulation
6. USACE Campaign Plan and Enabling Functions CECT 21 SEP 10
7. USACE Campaign Plan
8. NCO kme Site
9. NCO Implementation Approval and Plan 2007
10. NCO Portal
11. NCO Strategic Mission, Vision and Campaign Plan Strategy
12. PARC kme Site
13. PARC-ATL kme
14. PARC-DAL kme
15. PARC-WIN kme
16. PARC Templates (All)
17. USACE NCO PARCs and Chiefs of Contracting List
Task 1-3
EXPLAIN THE USACE PROJECT MANAGEMENT BUSINESS PROCESS (PMBP)

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been asked to brief the USACE PMBP.

Standards: Planned, prepared and executed a briefing explaining the correct role of PMBP in the execution of USACE work.

Performance Steps:

1. Become familiar with current PMBP policy.

   NOTE: Relevant PMBP policy is set forth in ER 5-1-11, USACE Business Process.

   NOTE: The fundamental USACE business process used to deliver quality projects and services is the PMBP. PMBP applies to planning, development and management of programs as well as projects.

   NOTE: PMBP establishes USACE-wide corporate business processes that:
   
   a. Ensure consistency in program and project execution
   b. Focuses on exceeding customer expectations
   c. Sets parameters for a tool to measure progress across the entire organization
   d. Enhances our ability to function both regionally and virtually with efficient management or diverse resources

2. Explain how a work activity is determined to be a project subject to PMBP.

   NOTE: PMBP recognizes that all work is not a project. USACE functions that are organized around ongoing, recurring and cyclical work are not projects.

   NOTE: ER 5-11-1, paragraph 8, includes a helpful set of examples of what is considered a project and what is not a project which has a start and end date. The PMBP Manual provides in-depth information on PMBP processes and is located on the Project Management Community of Practice (CoP) website.

3. Identify the five PMBP operating principles. Operating principles that govern all work performed by USACE includes:
   
   a. Plan for success and keep commitments.
   
   b. Measure quality with the goals of the customer in mind.
   
   c. Build effective communications into all activities and processes.
   
   d. Use best practices and seek continual improvement.
   
   e. Use corporate Automated Information Systems (AIS) consistently and accurately.

4. Identify the three PMBP Imperatives. These Imperatives include:
a. One project, one team, one project manager (PM).
b. Manage all projects with a project management plan (PMP).
c. The project delivery team (PDT) is responsible for project success.

NOTE: The PMBP imperatives emphasize who is accountable for project success and the importance that all projects have a documented plan - a PMP.

5. Explain the role of P2 as the enabling Automated Information System (AIS) for PMBP

NOTE: P2 is the critical software enabler for the implementation and execution of PMBP. For a full description of P2 see Task 1-5.

6. Prepare a briefing on the application of PMBP policy to work execution.

Performance Measures: GO NO-GO

1. IAW ER 5-1-11 prepared a briefing on PMBP ______ ______
2. Reviewed a PMP for a construction project for compliance with ER 5-1-11 ______ ______

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. ER 5-1-11, USACE Business Process
2. Email INFO OPORD 2010-72 FRAGO 2 PMBP Training
3. PMBP Manual
4. PMBP website
EXPLAIN THE DIFFERENCES BETWEEN CIVIL AND MILITARY CONSTRUCTION CONTRACTING

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the primary district programs that the contracting office supports, their customers and the differences between civil and military construction requirements.

Standards: Explained the four primary programs that contracting supports with Architect-Engineer (A-E) and construction contracting, primary customers and differences between civil works and military construction.

Performance Steps:

1. **Identify the four primary programs supported with A-E and construction contracting.**

   NOTE: There are four primary programs that contracting supports for A-E and construction contracting. Civil Works, Military, Environmental and International and Interagency Services (IIS).

2. **Identify the customers and requirements associated with civil works contracting.**

   NOTE: Civil works requirements generally come to contracting from Operations Division, Civil Project Management, Planning or Engineering Division.

   NOTE: Operations Division requirements are predominately supply or non-professional service requirements, but can also include construction and A-E requirements.

   NOTE: Requirements from Civil Project Management are predominately A-E and construction requirements.

   NOTE: Requirements from Planning or Engineering are predominately professional service or A-E requirements.

3. **Identify the customers and requirements associated with military construction contracting.**

   NOTE: The military mission primarily consists of designing and constructing facilities for Army and Air Force customers. Military requirements generally come to contracting from Military Project Management. Some districts may also have Navy customers, but the projects are similar to other military projects from a contracting standpoint. USACE may also support Non-Appropriated Fund Instrumentality (NAFI) requirements but typically not in a contingency environment.

4. **Identify the customers and requirements associated with the environmental program.**

   NOTE: The environmental mission includes hazardous, toxic, and radioactive waste (HTRW) cleanup on military installations, former military sites, and for various customers including the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy (DOE). Work for non-DoD customers is covered under the International and Interagency Services (IIS) program.

5. **Identify the customers and requirements associated with the IIS program.**

   NOTE: IIS customers can fall under the Civil Works, Environmental or IIS programs. Examples of Civil Works customers include States and/or ports and harbors. Examples of environmental customers include EPA and DOE. Examples of other IIS customers include Federal Emergency Management Agency
(FEMA), U. S. State Department, U.S. Agency for International Development (USAID), and Department of Homeland Security (DHS).

6. Identify the types of construction typical to the civil works and military construction program.

NOTE: There are two general types of construction; horizontal and vertical. Civil works construction is primarily horizontal (waterfront operational facilities, harbor and coastal facilities, highways and bridges, levees, grounds drainage facilities, etc.) whereas military construction can be either horizontal (roads, parking lots, air fields) or vertical (buildings), but is primarily vertical.

NOTE: Projects typical of the civil works program include water resources (planning, design, construction, and operations), navigation, dredging, coastal engineering, tunnels, flood control, shore and harbor protection, port facilities, hydroelectric power facilities, environmental planning, regulatory functions, disaster recovery, emergency planning, magnetic levitation and water supply.

NOTE: Projects typical of military construction include buildings, utilities, industrial facilities, underground facilities, medical facilities, nuclear weapons facilities, pavements and runways, wastewater treatment, secure facilities, schools, aviation facilities, housing, steam power plants, space launch facilities, waste management facilities, and national cemeteries.

Evaluation Preparation and Guidance: Setup: Brief the soldier on the primary programs supported by contracting and provide sufficient information that they would be able to explain the programs, customers and their typical requirements, and types of construction associated with civil and military programs.

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<td>6. Explained the two basic types of construction and examples of each</td>
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References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. **ER 1140-1-211**, Support for Others: Reimbursable Work
2. **USACE Engineering and Construction (EC) Website**
Task 1-5
CORRECTLY APPLY AUTOMATED INFORMATION SYSTEMS (AIS) USED IN USACE TO ACCOMPLISH CONSTRUCTION CONTRACTING

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain each of the various AIS used in USACE to accomplish contracting and correctly use the Department of Defense (DoD) Standard Procurement System (SPS) and the Corps of Engineers Financial Management System (CEFMS). Correctly navigate the National Contracting Organization (NCO) Knowledge Management Enterprise (kme) SharePoint website to find information.

Standards: Demonstrates a working knowledge of primary USACE AIS used in the development and execution of construction contracts.

Performance Steps:

1. Identify the primary AIS used in construction contracting.
   a. Standard Procurement System (SPS)
   b. Corps of Engineers Financial Management System (CEFMS)
   c. Project Management Information System (P2)
   d. Resident Management System (RMS)
   e. Federal Procurement Data System (FPDS)
   f. Construction Contract Administration Support System (CCASS)
   g. Architect-Engineer Contract Administration Support System (ACASS)

2. The primary AIS used in the development and execution of a construction contract is SPS.
   a. SPS was created to bring the advantages of automation and standardization to the procurement process throughout DoD. SPS generates a Contract Action Report (CAR) with information pertinent to the contract action. The CAR is used to report information upward to Congress. Consolidated information from CARs - aggregate dollars and number of actions, are used to support staffing levels. It is critical that SPS is used to generate all contract actions.
   b. The primary software application sustained by the SPS program is Procurement Desktop Defense (PD²).
   c. SPS standardizes procurement business processes and automates contract writing and administration for all of the military services and defense agencies.

3. The primary AIS used to manage contract funding is CEFMS (CEFMS user manuals)
   a. CEFMS includes a broad range of functionality and integrates USACE financial management with its programmatic counterparts.
b. CEFMS provides the necessary platform for required automated linkages to the Department of Army, Department of Defense, and the Office of Management and Budget, and other activities that either feed information or need information.

c. CEFMS is the primary source of USACE financial statements and upward reporting requirements necessary to comply with the Chief Financial Officer (CFO) Act of 1990, Public Law (PL) 101-576.

d. USACE employees create purchase request and commitments (PR&Cs) in CEFMS to administratively commit funds. The PR&C is used by contracting to receive a requirement and to ensure that sufficient funds are available to obligate the money by a contract action.

e. Once funds are contractually obligated, CEFMS populates RMS and P2 to record the obligation in those databases.

4. The primary AIS used to coordinate contract/project actions with the Project Manager (PM) is P2.

a. P2 is an enterprise tool that enables effective management of projects in the three core missions of USACE, Civil Works, Military and Environmental.

b. P2 provides structure and support that enhances the PMBP, maximizes decision support capability using a single database and maximizes utilization of the internet.

c. P2 uses commercial based software to perform work breakdown structure and network analysis for each project schedule for critical path method analysis and monitoring project progress in both design and construction.

d. P2 links with CEFMS to provide PMs real-time cost data and project management scheduling capability which allows them to proactively influence project success.

5. The primary AIS used by an ACO in administration of a construction contract is RMS.

a. RMS is a program designed by Resident Engineers. It provides an efficient method to plan, schedule, and control all aspects of construction by integrating job specific requirements, corporate technical knowledge and management policies.

b. Many of the reports created by RMS such as pay estimates, quantity variations and modification documents are recommended documents that are used during daily operations. Functions include pre-award construction workload forecasting; preparation of modifications, pay estimates, correspondence preparation with tracking and indexing, scheduling of construction and updates, submittal register preparation and updating, quality assurance/control management, performance measurement and safety program oversight.

c. RMS is able to perform electronic exchange with CEFMS. Downloads include financial data and uploads include contractor progress pay requests. RMS-SPS interface software is being tested.

d. Contractors use the Quality Management System (QMS) which is the contractor version of RMS. USACE requires all contractors performing construction for them to comply with the "Contractor Quality Control" (CQC), provisions in their contracts.

e. RMS usage is mandated for construction contracts over $1.5M. For contracts between $100K and $1.5M limited use of RMS is required.

6. The NCO Knowledge Management Environment (kme) website is the central online repository of NCO policy, guidance and information on the NCO.
a. NCO Portal

b. Links to NCO PARCs websites are provided on the NCO portal.

c. Once on the kme website you can link to other Communities of Practice (CoPs)

NOTE: The Engineer Federal Acquisition Regulation Supplement (EFARS) is maintained on the NCO kme site as are all Procurement Instruction Letters (PILs) and Regional PARC Memorandums (RPMs). When completed, the USACE Acquisition Instruction (UAI) will be maintained there as well.

Evaluation Preparation and Guidance: Setup: Soldier is provided opportunity to brief the major AIS used within the USACE construction contracting community and provide evidence of how to navigate the NCO Contracting kme SharePoint site and NCO Portal.

Performance Measures:

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<tbody>
<tr>
<td>1. Navigate Contracting SharePoint site and NCO Portal to locate regulations, policy and links</td>
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<td>2. Identify four major USACE AIS</td>
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<tr>
<td>3. Explain basic function of identified AIS</td>
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References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. CEFMS training site
2. CEFMS user manuals
3. P2 User Guide
4. RMS
5. Standard Procurement System (SPS)
6. Time and Attendance SOP, TAN 19 DEC 09
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Task 1-6
EXPLAIN TYPES OF FUNDING USED FOR CONSTRUCTION CONTRACTS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain how USACE projects are funded and the various types of funding used for construction contracting.

Standards: Prepared a brief on the legal authority and types of funds associated with construction contracting. The brief will include questions contracting personnel should ask as they address a construction requirement.

Performance Steps:

1. Explain the typical types of funding for military construction projects.

NOTE: The Military Construction Codification Act, PL 97-214, signed into Law 12 July 1982, became effective 1 October 1982. It governs Military Construction (MILCON) and Army Family Housing (AFH) projects. Listed below, in sequential order, are those portions of the Act which affect MILCON and AFH.
AR 420-1, Army Facilities Management, provides the dollar limitations and approval authorities for the Army.

NOTE: 10 U.S.C. 2802, Military Construction Projects: Typically MILCON contracts are fully funded when they are authorized and each project is separately identified, by name and location, in the authorization bill. Occasionally, Congress will authorize incremental funding of a MILCON project but this is a rare exception.

NOTE: IAW 10 U.S.C. 2860, Availability of Appropriations for 5-years: MILCON funds are available for obligation for 5 years after appropriation.

NOTE: 10 U.S.C. 2803, Emergency Construction: The criteria for qualifying a project for the use of emergency construction authority as determined by the Secretary of the Army are:

- The project is vital to the national security, and
- The requirement for the project is so urgent that deferring authorization for its construction to the next MILCON authorization act would be inconsistent with national security. This authority would not be used for projects that have been denied authorization in a MILCON authorization request.

No additional funds would be provided in the annual MILCON appropriation acts for use of the authority of this section. Therefore, the use of this authority is dependent upon the availability of savings from other MILCON projects or upon the deferral or cancellation of other MILCON projects.

NOTE: 10 U.S.C. 2804, Contingency Construction: This section provides both authorization and appropriation to the Secretary of Defense on an annual basis. To qualify, the requestor must show that the Secretary of Defense may carry out a MILCON project not otherwise authorized by law, or may authorize the Secretary of a military department to carry out such a project, if the Secretary of Defense determines that deferral of the project for inclusion in the next Military Construction Authorization Act would be inconsistent with national security or national interest.

NOTE: 10 U.S.C. 2805, Unspecified Minor Military Construction (UMMC): Army projects are referred to as UMMCA; Unspecified Minor Military Construction Army.
• A UMMC project is defined as a single undertaking at a military installation that includes all construction necessary to produce a complete and usable facility or complete and usable improvement to an existing facility. However, Department of Army (DA) is prohibited from using UMMC funds to complete a specified MILCON project. A UMMC project is permitted to precede or follow a MILCON project for a new mission requirement when the project would provide a complete and usable facility to meet a specified need.

• The program amount (PA) ceiling for unspecified minor construction is $2,000,000. ($3M for products solely to correct Health/Life/Safety problems and requires additional congressionally mandated information).

• There are two primary accounts used for UMMC work. The “L Account” is used for work classified as New Work and the “K Account” applies to Repair. Authority for a project ceiling for Operation and Maintenance (O&M) new construction (L account) minor construction projects is $750,000. The $750,000 limit includes all costs to execute the work. This means that the $750,000 limit (OMA for Health/Life/Safety can go to $1.5M) includes all markups (i.e., Supervision & Administration (S&A), Design During Construction (DDC), Management Reserve (MR), etc.) and modifications including claim settlements. The installation Director of Public Works (DPW) is the work Classifier. However, if a determination cannot be made as to whether work is new “L” work or repair “K” work, a determination should be sought from Assistant Chief of Staff for Installation Management (ACSIM).

NOTE: 10 U.S.C. 2807, Architectural and Engineering Services and Construction Design: The maximum limit for design not requiring Congressional notification is $1,000,000. To exceed this amount requires notification to Congress before design funds can be obligated. Architect-Engineer (A-E) contract obligations must allow for a 21-day (written) or 14-day (electronic) waiting period before publicizing the requirement in Federal Business Opportunity (FedBizOpps). Administrative actions leading to award of an A-E contract may be started immediately upon notification of the Congress. This notification is made by the Project Manager (PM) and is not to be confused with the Congressional notification of contract awards as required by DFARS 205.303 and AFARS 5105.303.

When an A-E is used to design a project, the $1,000,000 limit will not include in-house design costs. MILCON design funds shall not be used for advanced planning; that is, for real property master planning, developing project requirements, making preliminary alternative site studies, preparing environmental studies, preparing environmental impact assessments and statements, or other non-design related activities. Thus, costs of planning, programming, and related activities; e.g., Program Budget Decision (PBD) documentation, Planning Charrettes and other work related to initial Military Project Construction Data DD Form 1391, preparation, will not be funded from MILCON design funds.

Once a design directive has been received, nothing in 10 U.S.C. 2807 prevents the use of design funds for all normal and reasonable studies and investigations traditionally associated with design development of a project; e.g., site and soil investigations, energy and life cycle cost studies, economic analyses, refining design criteria requirements, development of drawings, specifications, advertising and reproduction costs, etc.

NOTE: P3200 Military Construction, Army (MCA) funds are used to fund the design activity of the major MCA program. Due to shortages of design funds in recent years, HQUSACE has centralized control of design funds. It allocates those funds based upon intended use. Funds to cover in-house requirements (supervision and review, overhead, travel, reproduction, etc.) are allocated on a quarterly basis. Funds for A-E contracts are identified in a quarterly request submitted by the district. Those funds are not provided, however, until 3-working days prior to the award of the A-E contract. The Funding Authorization Documents (FADs) transmitting the funds to the district allows field transfer of funds between projects providing HQUSACE is notified of the transfer within 3 working days.

In addition to P3200 funds for design, there are P3100 funds for development of standards for repetitive-type structures, P3300 for design (minor construction), and P3400 funds for technical evaluation studies. P3100 and P3400 funds are requested by the district and authorized by USACE on a project-by-project
basis. P3300 funds for minor construction are made available to the district upon approval of the project by the appropriate approving authority. P3300 funds may then be sub-allotted to the installation if the installation elects to accomplish the work.

NOTE: P3000 Military Construction, Army Reserve (MCAR) funds are also requested and authorized on the basis of expected obligation during the forthcoming quarter. P3000 funds are "bulk" allotted, and the district may redistribute funds between MCAR projects with higher headquarters approval.

NOTE: P313 Military Construction Air Force (MCAF) Design funds are authorized by Air Force Center for Engineering and the Environment (AFCEE) and distributed by HQUSACE to the operating district. Air Force (AF) funds are authorized by Budget Authorization Account Numbers (BAANs) and are good for 5-years. AF has established a separate BAAN for each of the Major Commands (MAJCOMs). Negotiation between the district's PMs and the AFCEE Design and Construction Manager should be completed prior to submission of the funds request. Approval of funds to be sent through HQUSACE to the districts is given from the AFCEE to HQUSAF in the form of a validation message on each project. Funds may be swapped between projects within BAANS with approval of AFCEE and can be done at the district level. Requests for reprogramming of funds between BAANS must be accomplished at HQUSACE level.

NOTE: P7000 Reimbursable funds are authorized for work or services performed for others (other agencies or USACE offices) on a reimbursable basis. All reimbursable orders are received and accepted at the performing office. Funds received or issued by reimbursable order normally are based on an established estimate but may be increased or decreased by change, as required. The Military Interdepartmental Purchase Request (MIPR), DD Form 448, is issued to USACE by other agencies (or vice versa), such as the DPW, the Defense Logistics Agency, and the Air Force as is the Acceptance of MIPR, DD Form 448-2. Although there are other forms of reimbursable documents, the MIPR is the one to which you will most frequently be exposed.

Depending on the accounting classification used by the issuing agency, reimbursable funds may or may not expire at the end of the fiscal year. MCA design funds 21#2050 (# being the fiscal year of appropriation) are good for 5-years. That is, funds appropriated in FY11 are only available for new obligations through the end of FY15. However, construction authorized and funded by Congress usually has a deadline as to when construction can start. The Military Construction Authorization Act provides the authority to start construction for only 3-years (the authorization year plus 2). Therefore, a project authorized in FY11 must start construction prior to the end of FY13. In addition, MCA design and construction funds are good for 5-years for obligation purposes.

NOTE: It is important to know when the funds for a project expire. To lose funds at the end of the fiscal year because a contract could not be awarded could be a catastrophe for the user, especially if subsequent year funds are not available. Check with your finance and accounting (F&A) officer or budget branch if you have any doubt about the expiration of funds for any project.

NOTE: You must have authority from HQUSACE or using agency to advertise, open bids/proposals, and award each project. This authority is given by issuing Design Directives. AR 420-1, Paragraph 4-36 has a list of these codes. In addition, if construction funds are not made available prior to advertising, you must have assurance in the form of a directive (letter or message) that funds in a specific amount will be available after bids are opened or proposals received. Either type of correspondence from the proper authorizing agency is legally acceptable. HQUSACE must authorize advertising of MCA projects.

2. Explain the approval authority for cost variations between the amount programmed by Congress (Program Amount – PA) and actual cost of the project.

NOTE. 10 U.S.C. 2853, Authorized Cost Variations: Under the provisions of 10 USC 2853, a service Secretary can approve a "cost variation" (increase of the project authorization) up to 25 percent of the amount appropriated, or 200 percent of the UMMCA threshold (currently $4 million, that is, 2 x $2 million; see 10 USC 2805(a)), whichever is less. The specific cost variation approval thresholds are as follows:
USACE may approve up to 15 percent over the amount authorized, or $1.5 million, whichever is less.

Headquarters DA (DASA(IH)) can approve up to 25 percent over the amount authorized, or $3 million, whichever is less, with certain exceptions. Since some cost increases need to be funded promptly to avoid interest or impact costs, 10 USC 2853(d) provides that the previous discussed limits on cost increases will not apply to cost increases resulting from—

a) The settlement of a contractor meritorious claim under a contract.

b) The costs associated with the required remediation of an environmental hazard in connection with a MILCON project, such as asbestos removal, radon abatement, lead-based paint removal or abatement, or any other legally required environmental hazard remediation, if the required remediation could not have been reasonably anticipated at the time the project was approved originally by Congress.

The MILCON Authorizations Subcommittees must be notified of increases for initial awards greater than 25 percent over the appropriated amount, or $3 million, whichever is less. Contract award may not occur for at least a 21 calendar day waiting period, or 14 days for electronic submissions, after the Congress is notified and if there are no congressional objections.

The Army can approve a “reprogramming” (increase of a project appropriation) up to 25 percent, or $2 million, whichever is less. This criterion is more restrictive than 10 USC 2853.

Reprogramming limits do not apply to individual UMMCA projects. Cost increases for UMMCA projects are handled by reapproving the project at a higher amount pursuant to 10 USC 2805.

3. Explain the authority and limitations for scope and cost reductions (Military Construction, Army (MCA) and Army Family Housing (AFH)).

NOTE: Per 10 USC 2853, the Secretary of the Army (SA) must approve and notify Congress when the project scope is reduced below 75 percent of the scope originally approved by the Congress. The award cannot occur until at least 21 calendar days, or 14 calendar days if the notification is submitted electronically, after the Congress is notified or if there are objections. Note limits and notification periods outlined below are subject to change whenever Congress amends/revises the corresponding section of the public law. For specific changes limits/notifications, contact DAIM-FDC for current authorization limits and notification periods.

NOTE: Cost variations will not be used as a basis to increase the scope of any MILCON project (see 10 USC Chapter 169). After approval by Congress, each DD Form 1391 scope has a statutory basis that cannot be increased without congressional approval. The scope shown on DD Form 1391 approved by Congress is the maximum allowable scope for the project, and must be reflected in all phases of project design as well as design-build requests for proposal (RFP) subsequent to that approval. Once a project is approved by Congress, design reviews and value engineering studies will also include a verification statement to the effect that the project scope conforms to that of DD Form 1391. For projects submitted to HQDA but not yet approved by Congress, certain limited scope adjustments are permissible if required for technical reasons, and if approved by HQDA (DAIM–FD), or TRICARE Management Activity (TMA) for MED MILCON projects. The IMCOM region directors must submit any proposed DD Form 1391 scope change to HQDA (DAIM–FD) for approval as a user-requested change. Requested adjustments are handled case-by-case and may require coordination with the MILCON Subcommittees. Consequently, design agents are not authorized to incorporate any such scope changes into any project design or RFP without formal approval from HQDA.

NOTE: When determining the extent of a reduction in the scope of work, the reductions in dollars as well as engineering-based attributes (for example, square footage reductions) shall be used to determine the 25 percent scope change threshold reflected in 10 USC 2853(b). Scope reductions in excess of 25 percent may not be made until the appropriate Congressional Committees have been notified and a 21-
day period has elapsed. The notification is a statutory requirement independent of any reprogramming request and must proceed by at least 21 days any request to reprogram funds that are excess to a project due to scope reduction.

4. Explain the authority to restore or replace damaged or destroyed facilities.

NOTE: IAW 10 U.S.C. 2854, Restoration or Replacement of Damaged or Destroyed Facilities O&M funds may be used to temporarily repair (restore) damaged facilities before any permanent repair (restoration) is started. A life cycle cost analysis should be used to determine the most effective alternative to restore or replace the damaged facility. Any replacement facility (funded as construction) will use current design and materials criteria and may be increased in size to meet current mission and functional requirements.

NOTE: Replacement of a damaged facility planned for accomplishment as a UMMC project, $2 million and under, will be accomplished IAW AR 420-1, Army Facilities Management. When this authority is used for a project estimated to cost over $2 million, the four Congressional Committees must be notified. A 21-day notification period must elapse and written approval received from the appropriations committees before carrying out the project.

NOTE: Repair does not include:

- Bringing a facility component up to applicable code when it is not in need of repair;
- Increasing the quantities of components for functional reasons;
- Extending utilities or protective systems to areas not previously served;
- Increasing exterior building dimensions or completely replacing a facility.

5. Explain the purpose of the Anti-Deficiency Act, 31 U.S.C. 665, Title 31, Section 3679, of the revised statutes, as amended (31 U.S.C. 1341 and 1517)

NOTE: The Anti-Deficiency Act explains the rules for obligation and expenditure of Government funds and points out the disciplinary actions that may be taken against anyone violating these rules. The Anti-Deficiency Act is one of the major laws through which Congress exercises its constitutional control of the public purse. It evolved over a period of time in response to various abuses. In its current form, the law prohibits:

a. Making or authorizing expenditure from, or creating or authorizing an obligation under, any appropriation or fund in excess of the amount available in the appropriation or fund unless authorized by law. 31 U.S.C. § 1341(a)(1)(A).

b. Involving the government in any obligation to pay money before funds have been appropriated for that purpose, unless otherwise allowed by law. 31 U.S.C. § 1341(a)(1)(B).

c. Accepting voluntary services for the United States, or employing personal services not authorized by law, except in cases of emergency involving the safety of human life or the protection of property. 31 U.S.C. § 1342.

d. Making obligations or expenditures in excess of an apportionment or reapportionment, or in excess of the amount permitted by agency regulations. 31 U.S.C. § 1517(a).

NOTE: The fiscal principles underlying the Anti-Deficiency Act are really quite simple. Government officials may not make payments or commit the United States to make payments at some future time for goods or services unless there is enough money in the "bank" to cover the cost in full. The "bank," of course, is the available appropriation.
NOTE: Violations of the Anti-Deficiency Act are subject to sanctions of two types, administrative and penal. The Anti-Deficiency Act is the only fiscal statute to prescribe penalties of both types. See the DoD Financial Management Regulation, Chapter 14.

NOTE: An officer or employee who violates 31 U.S.C. § 1341(a) (obligate/expend in excess or advance of appropriation), section 1342 (voluntary services prohibition), or section 1517(a) (obligate/expend in excess of an apportionment or administrative subdivision as specified in an agency's regulation) "shall be subject to appropriate administrative discipline including, when circumstances warrant, suspension from duty without pay or removal from office." 31 U.S.C. §§ 1349(a) 1518. In addition, an officer or employee who "knowingly and willfully" violates any of the three provisions cited above "shall be fined not more than $5,000, imprisoned for not more than 2 years, or both." 31 U.S.C. §§ 1350, 1519.

6. Explain the Use of Appropriations Act, (31 U.S.C. 1301) (also referred to as the “Purpose Law.”)
This statute states that funds will be used only for what they are appropriated. Simply stated this means that if you do not have sufficient funds authorized for the project, you cannot supplement the project with other funds.

NOTE: There are cases where you may have two or more appropriations funding different projects in the same building or at the same location. In this case, each project must have its own approval/authorization and funds. An example of this is where you may have an MCA project to reconfigure the interior of a building and the DPW wants to replace the radiators with O&M funds while the interior is torn up. This is legal provided both projects have the proper approvals, authorization, and funds and are kept distinctly separate both during design and construction.

7. Explain the terms Program Amount (PA), Current Working Estimate (CWE) and Estimated Construction Cost (ECC).

NOTE: The PA is the amount of funding authorized and appropriated by Congress for a MILCON project, or the statutory limit for UMMC projects as noted above.

NOTE: The Current Working Estimate (CWE) is the total cost of the construction project including administration. The CWE cannot exceed the PA without approval IAW the discussion on Cost Variations above. The CWE includes the following elements:

- Construction contract amount
- District Contingency funds (includes Post Award Engineering Services-PAES)
- Management Reserve
- Supervision and Administration (S&A)

NOTE: The Estimated Construction Cost (ECC) is the estimated cost to construct the facility. It is either the Independent Government Estimate (IGE) prior to advertising the project, or the Contractor’s bid (construction contract amount), and does not include and administrative costs noted above.

8. Explain some of the terms used when discussing military construction funding.

NOTE: Although these terms are also included in the Glossary, Section 3-2, Terms and Definitions, they are included here for convenience.

   a. APPROPRIATION - An authorization by an act of Congress to incur obligations for specified purposes and to make subsequent payments, therefore, out of the Treasury of the United States. Appropriations are classified as being annual or multi-year depending on the period of time that is available for obligation purposes.
b. ANNUAL YEAR APPROPRIATION - An appropriation account that is available for incurring obligations for a definite period of time not in excess of one fiscal year.

c. NO-YEAR APPROPRIATION - An appropriation account that is available for incurring obligations until exhausted, or the purpose for which it was designated is accomplished.

d. APPORTIONMENT - A determination by the Office of Management and Budget (OMB) as to the amount of obligations which may be incurred during a specified period (usually quarterly) under an appropriation, contract authorization, other statutory authorizations, or a combination thereof, pursuant to Revised Statutes 3679, as amended (31 U.S.C. 665).

e. ALLOCATION - An authorization by DA making funds available within a prescribed amount to an operating agency for the purpose of making sub-allocations or allotments.

f. ALLOTMENT - Document (DA Form 1323) or fund authorization document (FAD) evidencing action taken by a general operating agency making funds available to installations and/or separate activities for obligation purposes. This document is authority to obligate and is issued quarterly, or as required.

g. FUNDS AVAILABLE - Funds available for commitment or obligation.

h. COMMITMENT - A firm administrative reservation of funds, based upon firm procurement directives, orders, requisitions, or requests which authorize the creation of an obligation without further recourse to the official responsible for assuring that funds are available.

i. OBLIGATION - Any act that legally binds the United States Government to make payment. A legal liability of the Government established as a result of an order placed, contract awarded, services received, and similar transactions during a given period requiring disbursements; and which, under the specified conditions of the transactions, will result in a valid charge against the appropriation or fund involved.

j. EXPENDITURE - The disbursement of committed or obligated funds to record costs incurred for labor, contracts, etc. The recording of all costs incurred.

k. UNLIQUIDATED OBLIGATIONS - An obligation incurred for which payment has not been made.

Evaluation Preparation and Guidance: Setup: For training and evaluation purposes provide the Soldier with sample construction projects and related information on funding the requirement(s).

Performance Measures:

1. Explained the differences between MILCON and UMMC funding

2. Correctly identified the approval thresholds for cost variations

3. Explained the authority and limitations for scope and cost reductions

4. Explained the circumstances that would create an Anti-Deficiency Act violation

5. Explained the difference between PA, CWE and ECC

6. Understands the meaning and when to apply typical terms used in funding
Military construction contracts

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. Air Force Instruction 32-1021, Planning and Programming of Facility MILCON, 14 June 2010
3. AR 420-1, Army Facilities Management
4. DA Pam 420-11, Project Definition and Work Classification
5. DOD Directive 4270.5, Military Construction, 12 February 2005
6. DOD Financial Management Regulation, DOD 7000.14-R
7. ER 37-1-26, Issuance and Acceptance of Project Orders
8. Funding Types Sheet
10. What Color is My Money?
CONSTRUCTION

PRE-AWARD
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DEVELOP AN ACQUISITION PLAN FOR A CONSTRUCTION CONTRACT

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to write an acquisition plan for a construction contract in accordance with the USACE Principal Assistant Responsible for Contracting (PARC) Acquisition Plan Template.

Standards: Utilizing the Department of Defense (DoD) Source Selection Procedures and USACE PARC Acquisition Plan Template for formal acquisition plans and the streamlined template for informal acquisition plans, prepared complete and accurate acquisition plans. Action resulted in a properly documented plan that was approved. All associated regulatory and policy requirements were met.

Performance Steps:

1. Determine the need for a formal or informal acquisition plan IAW EFARS 7.102 (S-102) and EFARS 7.102 (S-103).

NOTE: Formal acquisition plans are required in the following circumstances:

- Acquisitions for production or services (to include A-E and construction), when the total cost of all contracts for the acquisition program is estimated at $50 million or more for all years or at $25 million or more for any fiscal year. This requirement does not apply to a single, fixed-price discrete construction project. In these cases, an informal acquisition plan is sufficient.

- Nationwide projects or projects that exceed the Major Subordinate Command’s (MSC i.e. Division or Region) geographical boundaries at any threshold, except acquisitions below the dollar limits above, which extend beyond an MSCs boundaries to align with designated customer boundaries, in accordance with a signed Memorandum of Agreement (MOA), Memorandum of Understanding (MOU), or designation as the Center of Expertise (CX) or “one door to the Corps” for a specific mission area(s) are excluded from the formal acquisition plan requirement. A copy of the signed MOA/MOU/designation and a copy of the Project Management Plan (PMP), which complies with paragraph 5 b (5) of ER 5-1-10 “Corps-Wide Area of Work Responsibility”, may serve as the informal acquisition plan for these actions.

- Any Early Contractor Involvement (ECI) Delivery System contract, regardless of its value, will require a formal acquisition plan approved by the Regional PARC. See Procurement Instruction Letter (PIL) 2008-13, Procurement of Construction using ECI Delivery System, and PIL 2011-06, Updated Supplemental Guidance on the Use of ECI for more information on this acquisition method.

- Any acquisition determined by the designated Regional PARC to be nationally significant, that is, impacting a major USACE initiative, raising serious or unique environmental matters, implementing a deviation from the FAR, and/or concerning significant Congressional or political interest beyond normal constituent service will require a formal acquisition plan.

NOTE: Typically, an informal acquisition plan shall be prepared according to local policy for all acquisitions not requiring a formal acquisition plan. The project management plan (PMP) required by Engineer Regulation (ER) 5-1-11, USACE Business Process, which includes the acquisition plan/strategy for the project, can serve as the informal acquisition plan for smaller projects.
NOTE: A Streamlined Acquisition Plan Template was developed in Afghanistan to facilitate preparation of informal plans in theater. See Reference material for a copy of the template. Consult with approving authority to determine if any theater specific requirements need to be addressed in the acquisition plan.

2. Perform market research in accordance with Task 2-3 of the ACC 51C Level One Proficiency Guide.

NOTE: USACE enterprise Market Research training has been developed. A copy of the slides is available in the references. Check with your PARC to ensure you have the most recent version.

NOTE: If time permits, or as determined necessary by the Contracting Officer (KO), use a Sources Sought Announcement to determine interest and capability of potential offerors. Information that can be requested and evaluated to determine capability includes bonding capacity (single project bonding limit and aggregate bonding limit); experience with local conditions affecting construction such as soils, seismic zones, etc.; experience working on a military installation or in overseas contingency operations; and experience with the design/build team, for design/build contracts.

NOTE: Determine whether Davis Bacon Act (FAR clause 52.222-6) applies, or, for OCONUS whether a host nation equivalent exists.

NOTE: Coordinate with other services/agencies in same theater to identify capable contractors with good track records of performance.

3. Determine level of competition and socioeconomic requirements

NOTE: Refer to Tasks 2-4 and 2-5 of the ACC 51C Level One Proficiency Guide to complete this step.

NOTE: In general, socioeconomic requirements do not apply in overseas contingency operations. However, contracts awarded in CONUS for performance OCONUS may contain a requirement for subcontracting plans when award is made to a large business that exceeds $1.5M. If the contingency event is CONUS use sources sought to identify capable small businesses.

NOTE: Local policies may be in place that encourages preferences for contracting with or hiring host nation businesses and/or nationals. Examples include Iraq and Afghanistan First Policies. DFARS 225.77, Acquisitions in Support of Operations in Iraq and Afghanistan, must be followed when including a preference or limiting competition to services from Iraq or Afghanistan. Coordinate with the senior DoD Contracting Command in theater.

4. Determine whether performance and payment bonds should be required or waived. If required, determine the appropriate amount of protection to require.

NOTE: Following is the guidance for all USACE National Contracting Organization (NCO) KOs soliciting and awarding contracts where place of performance is the Central Command (CENTCOM) Area of Responsibility (AOR).

While the Miller Act (40 U.S.C. 3131 et seq.) requires performance and payment bonds for any construction contract exceeding $150,000, the Miller Act and FAR 28.102 provide exceptions where the requirement for 100% bonding may be waived in whole or in part, when the KO makes a finding that it is impracticable for the contractor to furnish the bond. FAR 28.102-2(b)(1) provides that the KO may choose to decrease the amount of any performance bond by determining “that a lesser amount is adequate for the protection of the Government.” FAR 28.102-2(b)(2)(i) provides that the KO may choose to decrease the amount of a payment bond, but the FAR requires a written determination “supported by specific findings that a payment bond for 100 percent of the award amount is impractical.” FAR 28.102-2(b)(2)(ii) provides that the amount of the payment bond must be no less than the amount of the performance bond.
The KO should, as part of their market research, include a review of available bonding so as to be able to determine the amount, if any, of bonding available to contractors in the CENTCOM AOR. The KO should determine the level of bonding available to allow for maximum competition amongst contractors. KOs should not make a determination of available bonding based on the capacity of a limited number of firms to obtain bonding, thus limiting competition. The KO should include questions regarding available bonding in sources sought notices and during industry day forums. USACE KOs should not be averse to limiting bonding to amounts of 30% or even less if that is what market research reflects is all that is available to industry performing in the CENTCOM AOR.

The CENTCOM Contracting Command (C3) has issued guidance in the C3 Acquisition Instruction that performance and payment bonds are not required, although not prohibited, for construction contracts in Iraq or Afghanistan. Further, the C3 Acquisition Instruction states, “it has been determined that the requirement for both performance and payment bonds would effectively eliminate Iraqi and Afghan firms from the competitive process.” USACE KOs will more than likely reach the same conclusion but must document the file of the determination to waive or reduce performance and payment bonds for contracts to be competed amongst Iraqi and Afghan firms. Any determination by the KO to waive or reduce bonding should be made prior to issuance of the solicitation.

5. **Determine appropriate contract type.**

NOTE: Projects can be procured on a stand alone basis using a “C” type contract, or as a task order under an indefinite delivery “D” type contract. Indefinite delivery contracts are used quite frequently and can be either a Single Award Task Order Contract (SATOC) or a Multiple Award Task Order Contract (MATOC).

NOTE: A SATOC is either awarded on a sole source basis (e.g. under the Section 8(a) program) or competed and awarded to a single contractor. IAW FAR 16.504(c) the KO must give preference to making multiple awards of IDIQ contracts under a single solicitation for the same or similar supplies or services to two or more sources, and make a written determination as part of acquisition planning. For new acquisitions we must seek continuous competition throughout the life of contracts over $100M through the use of MATOCs where at all possible. Agency heads (for Army this is the Assistant Secretary of the Army, Acquisition, Logistics and Technology (ASA,(ALT)) notify the congressional defense committees within 30 days when making a determination IAW FAR 16.504(c)(1)(ii)(D)(1) to award a SATOC estimated to exceed $100M (including options).

NOTE: A MATOC is competed and contract awards are made to two or more contractors who compete for the resulting task orders. The scope of work (SOW) for the basic MATOC is general in nature, and is the same for all contractors. RFP’s with specific SOWs are issued to all MATOC contractors as projects are received. Typically, a minimum of three contracts are awarded under a MATOC so that if one firm is not competitive or does not perform well, competition can still occur.

NOTE: Job Order Contracts (JOC) are another type of indefinite delivery contract and are used to perform maintenance, repair and minor construction on military installations. See AFARS Part 5117.90. Both the Army and Navy use JOCs. The Air Force equivalent is a Simplified Acquisition of Base Engineering Requirements (SABRE) contract.

**Design-Bid-Build (D-B-B) vs. Design-Build (D/B).** The primary difference between these project delivery methods is when and who performs the design. In D-B-B projects, the plans and specifications (e.g. the design) is either completed by USACE in-house by Engineering Division or contracted to an Architect-Engineer (A-E) firm. In these cases, the A-E is considered an extension of the USACE staff. The entity creating the design is referred to as the “Designer of Record” (DOR). The DOR is responsible for the technical accuracy and completeness of the design and correction of any errors or omissions. After completion of the design, the project is advertised and a construction contract is awarded. D/B contracts, on the other hand, are awarded to one entity that is responsible for the design and construction of the project. D/B contracts are considered construction contracts and typically the A-E is a member of the construction contractor team, either as a subcontractor or joint venture partner. In some cases the A-E
may be the prime, subcontracting to one or more construction firms, but the contract is still a construction contract. In other cases, the D/B firm may have both construction and A-E functions in house. In D/B contracts the prime is the DOR.

**Site-Adapt-Bid-Build vs. Adapt-Build.** The purpose of the site-adapt project delivery method is to take either a standard design for a specific facility type or a design which was created for a specific project and adapt it to fit the site of the proposed project. Creating a site-adapted design is either accomplished by USACE in-house or by an A-E. When the design is complete it is advertised for construction. Alternatively, the design and construction can be accomplished in one contract using a Site-Adapt construction contract, referred to as Adapt-Build, which is similar to D/B.

**NOTE:** Monetary incentives can be incorporated into construction contracts. Often these incentives are tied to early completion of a project or a phase of a project. Use caution when considering incentives as construction projects often encounter delays from differing site conditions, weather, or errors and omissions in the design. When additional costs are involved to obtain earlier completion, this is known as expediting. Contracts funded by Military Construction (MILCON) Appropriation Acts, such as Military Construction Army (MCA) or Military Construction Air Force (MCAF) require approval by the Head of the Agency (HCA) IAW DFARS 236.270 The KO may approve an expedited completion date if no additional costs are involved. Because performance incentives present complex problems in contract administration, the KO should negotiate them in full coordination with the Project Delivery Team (PDT), especially the Project Manager (PM), Administrative Contracting Officer (ACO) and Office of Counsel (OC).

**6. Determine solicitation method; complete Justification of Procurement Method.**

**CAUTION:** Construction can be acquired using Simplified Acquisition Procedures (SAP) (see Task 2-12, ACC 51C Level One Proficiency Guide) however in USACE construction is not procured as a commercial service.

**NOTE:** Construction for contingency operations is typically solicited using competitive negotiation procedures IAW FAR Part 15. Negotiations are typically necessary in OCONUS contingency environments per FAR 6.401(b)(2).

**NOTE:** D/B solicitations can be issued IAW FAR Part 15 as a competitive Request for Proposal (RFP) or IAW FAR Part 36.3 using the Two-Phase D/B process.

**7. Determine evaluation factors.** Refer to Task 2-4, Step 10, ACC 51C Level One Proficiency Guide.

**NOTE:** It is important to identify evaluation criteria that will truly discriminate one offeror from another. Avoid overly complex criteria, or using many sub factors and sub-sub factors as this complicates the evaluation process. Use the least number of factors and subfactors necessary to conduct a proper evaluation. Too many subfactors can dilute the importance of a factor. Interview the PM and technical experts to find out what information is necessary to evaluate and the best way to submit that information to promote effective evaluation.

**NOTE:** Crosswalk evaluation criteria with technical requirements contained in the specifications. For example, if the professional qualifications criterion requires the evaluation of the Quality Control Manager credentials, ensure that they do not conflict with the minimum experience/education requirements in the Contractor Quality Control section of the technical specifications.

**8. Develop a comprehensive acquisition plan** IAW the informal or formal plan template.

**NOTE:** Check PARC websites for samples of approved plans.

**9. Obtain review and approval of completed formal acquisition plan** IAW PARC Policy. See Procurement Instruction Letter (PIL) 2010-04 for review and approval thresholds.
**Evaluation Preparation and Guidance:** Provide the soldier with references, URL links and samples of construction contract acquisition plans.

**Performance Measures:**

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<td>1.</td>
<td>Properly identified approval thresholds for formal/informal AP</td>
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<td>2.</td>
<td>Properly used PARC Approval Matrix in selecting plan approval authority</td>
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<td>3.</td>
<td>Prepared AP compliant with PARC Template/DoD Source Selection Procedures</td>
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<td>4.</td>
<td>Properly identified authority for limiting competition to products or services in Iraq or Afghanistan</td>
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**References:** (See DVD for References)

Open the **NCO Contracting** website at [https://kme.usace.army.mil/CoPs/Contracting/default.aspx](https://kme.usace.army.mil/CoPs/Contracting/default.aspx). Accessing this site first will allow the hyperlinks to open.

1. **18650-NAB** Award Fee Plan Development
2. **ACC 51C Level One Proficiency Guide**, Sep 2010
3. **Acquisition Plan Preparation Template**, Directorate of Contracting, Office of the Principal Assistant Responsible for Contracting USACE, Revised March 2008;
4. **Acquisition Plan Roles and Responsibilities Matrix**
5. **Acquisition Plan Template – Informal Construction**
6. **Acquisition Plans Training**
7. **Acquisition Strategies – AEN**
8. **AED-N Informal Acquisition Plan Template**, Sep 2010
9. **C3 Acquisition Instructions**
10. **Checklist to Execute a Solicitation** (16 Sep 2010)
11. **Corporate Team Decision Brief** ANSF Acquisition Strategies and Schedules 29 AUG 10
12. Email, FW INFOACTION **NCO Guidance on Construction Contract Bonding – CENTCOM AOR**
13. **FAR 7/DFARS 207/AFARS 5107/EFARS Part 7**, Acquisition Planning
14. **DFARS PGI Part 7** – Acquisition Planning
15. **FAR 10/ DFARS 210/ AFARS 5110**, Market Research
16. **DFARS 225.77** DoD Acquisitions in Support of Operations in Iraq and Afghanistan
17. DFARS PGI 225.7703-2 Determination Requirements

18. FAR 36/ DFARS 236/ PGI 236/ AFARS 5136/ EFARS Part 36 Construction and Architect-Engineer Contracting

19. FAR and DFARS Dollar Thresholds 18 NOV 2010


21. GRD 09-02 Sons of Iraq 2-18-09

22. GRD 09-06 Acquisition Planning

23. Iraqi Women Owned Business (IWOB) Preference


26. NCO Informal Acquisition Plan Template

27. NCO Upward Reporting of J and As Form

28. PALTs 21 Aug 2010 – AEN

29. PARC kme Site

30. PARC-ATL kme

31. PARC-DAL kme

32. PARC-WIN kme

33. PARC Templates (All)

34. PIL 2008-07-01, Justification of Procurement Method

35. PIL 2009-03, Policy and Procedure Regarding the Use and Approval of DD Form 2579

36. PIL 2009-11, Upward Reporting of After-the-Fact J and As

37. PIL 2010-04, Document Review and Approval Matrix

38. PIL 2011-01, Project Labor Agreements

39. PIL 2011-07, Enhanced Authority to Acquire Produces and Services Produced in Iraq and Afghanistan

40. PIL 2011-10, Requirements for Cost-Plus-Award-Fee Contract Determination, Issuance and Administration

41. USACE OPARC Enterprise training, Market Research
Task 2-2
THE ROLE OF SMALL BUSINESS IN CONTINGENCY/EMERGENCY CONTRACTING

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the role of the USACE Small Business Office in contingency/emergency contracting.

Standards: Prepare a briefing on the role of the USACE Small Business Office and FAR Part 19, Small Business Programs, in contingency/emergency contracting.

Performance Steps:

1. Determine the applicability of FAR Part 19 to your contracting mission.

NOTE: Small Business provisions and considerations identified in FAR Part 19 apply for CONUS procurements awarded for performance in the United States or its outlying areas with the exception of FAR Subpart 19.6 Certificates of Competency (COC) and Determination of Responsibility, which applies worldwide.

2. Determine the applicability of FAR Part 19 to CONUS emergency missions.

NOTE: When a CONUS emergency occurs, the Small Business Specialist (SBS) assigned to the lead District/Center will provide small business support for that mission. If the lead District/Center’s SBS is not available or there is not a lead District/Center, small business support should be obtained from a Division or HQ level small business asset. Small Business Office contact information can be obtained at the following link (or by calling (202) 761-8789 or 0725): http://www.usace.army.mil/CESB/Documents/SmallBizAdvocates.pdf

3. Determine the Small Business requirements when conducting CONUS emergency contracting.

NOTE: All CONUS requirements are required to be coordinated with the assigned SBS and the Small Business Administration (SBA) utilizing a DD Form 2579 Small Business Coordination Record, unless the procurement is under $150,000 and automatically and exclusively set-aside for small businesses. Your SBS will ensure that requirements are coordinated with the appropriate SBA Office, i.e., Procurement Center Representative (PCR), 8(a) Business Development Specialist, etc. Additional documents/processes your SBS should assist with and/or coordinate on:

- Justifications and Approvals (J&A)
- Sources Sought
- Market Research
- Acquisition Plans & Strategies
- Small Business Payment Complaints
- Small Business Participation Plans
- Small Business Participation Plans

NOTE: Certificates of Competency (CONUS or OCONUS). The Small Business Administration (SBA) issues COCs stating that the holder is responsible (with respect to all elements of responsibility, including, but not limited to, capability, competency, capacity, credit, integrity, perseverance, tenacity, and limitations on subcontracting) for the purpose of receiving and performing a specific Government contract. The COC program empowers the Small Business Administration (SBA) to certify to Government contracting officers as to all elements of responsibility of any small business concern to receive and perform a specific Government contract. A contracting officer shall, upon determining an ‘apparent successful small business offeror to be nonresponsible, refer that small business to the SBA for a possible COC, even if the next acceptable offer is also from a small business.
Evaluation Preparation and Guidance: Setup: Provide the soldier with a scenario where he/she briefs the role of the Small Business office in contingency/emergency contracting. Have the soldier brief when FAR Part19 applies and how to utilize the SB office as a liaison to the SBA.

Performance Measures:

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<tr>
<td>1. Properly determined when FAR 19 applied to the contracting mission</td>
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<td>2. Properly identified when coordination with the SB office is required</td>
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<tr>
<td>3. Properly identified when a Certificate of Competency is required</td>
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References: (See DVD for References)

Open the NCO Contracting website at [https://kme.usace.army.mil/CoPs/Contracting/default.aspx](https://kme.usace.army.mil/CoPs/Contracting/default.aspx). Accessing this site first will allow the hyperlinks to open.

1. BG Harrison Testimony to Senate Small Business Committee – 15 SEP 2011 (Disaster Response)
2. DD 2579 Small Business Coordination Record
3. FAR Part 19/ DFARS 219/ PGI 219/ AFARS 5119/ EFARS Part 19, Socioeconomic Programs
4. PIL 2009-03 Policy and Procedure Regarding the Use and Approval of DD Form 2579
Task 2-3
DEVELOP A SOURCE SELECTION PLAN

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to write a source selection plan for a construction acquisition that will be a negotiated procurement conforming to the policy set forth in FAR Part 15.

Standards: Planned, prepared and executed a source selection plan for a construction contract requirement compliant with Department of Defense Source Selection Procedures (DoD-SSP) and Procurement Instruction Letter (PIL) 2008-11, Contract Source Selection Guidance.

Performance Steps:

1. Identify the Source Selection Organization (SSO) Members.

NOTE: In a formal source selection, the SSO generally consists of the Source Selection Authority (SSA), a Source Selection Advisory Council (SSAC), and a Source Selection Evaluation Board (SSEB). Informal source selections typically do not include the SSAC as part of the SSO.

SSA: The SSA may be the Contracting Officer (KO), or in large dollar or complex procurements, an individual at one level (or more) above the KO. For most USACE procurements the SSA will be an 1102 or 51C KO. Principal Assistant Responsible for Contracting (PARC) approval is required when appointing a non-1102/51C SSA or when using formal source selection procedures. (See PIL 2010-04, NCO Document Review and Approval Matrix.)

SSAC: Typical members include senior members of Program Management, Engineering, Construction, Small Business, and Counsel. Other technical disciplines and/or the customer may also be included. The SSAC should consist of those most able to provide advice to the SSA regarding the source selection process.

SSEB: The SSEB is usually comprised of multiple groups of evaluators who are responsible for evaluating specific areas of the proposal against the Request for Proposal (RFP) requirements. The precise structure of the SSEB is a matter within the SSA’s discretion. Typical SSEBs have at least a technical evaluation and cost team. For complex acquisitions SSEBs may also have past performance, small business utilization and risk analysis teams. To ensure independent analysis SSEB teams usually review only that area of the RFP assigned to them.

NOTE: Typical members include project managers (PM), engineers, construction field office personnel and the customer / requiring activity / end user. Inclusion of evaluators from key constituencies on the SSEB ensures that (a) the Board is populated with appropriately skilled personnel, and (b) the viewpoints of these constituencies are taken into consideration during the SSEB assessment of proposals.

NOTE: As a result of many factors, some Divisions / Districts / customers are faced with the possibility of using Non-Government Personnel (NGP) to support the source selection process which may include writing documents (e.g., Memoranda for Record (MFR), source selection plan, source selection document, and etc), providing subject matter expertise for specific technical factors and sub factors, and supporting other functions as needed. However, documents being processed by NGPs must identify NGP involvement (e.g., signatory on documents) and at no time should NGPs be voting members of the SSO. Note too that any NGPs performing advisory and assistance services such as noted here require written approval of the Regional PARC and each offeror, before those sources may be identified as members of the SSO and used to evaluate or analyze any specific aspect of a proposal. For identification purposes, when processing source selection documents for PARC review and approval, NGPs should include in their signature block the company's name (e.g., contractor) and the Division / District supported, if
preparing documents. Please refer to DoD Source Selection Procedures, Para 1.4.5 and Regional PARC Memorandum – RPM-08-01, Use of Non-Government Personnel to Participate as Non-Voting Technical Advisors to a Source Selection Evaluation for further guidance and instructions.

NOTE: See also Task 2-9, ACC 51C Level One Proficiency Guide.

2. **Determine Evaluation Criteria.** See Task 2-1; Develop an Acquisition Plan for a Construction Contract.

NOTE: Ensure your evaluation factors mirror the criteria and requirements in the solicitation sections 00110, Instructions to Offerors, and 00120 Evaluation of Offers. In addition, ensure that evaluation criteria do not conflict with General Requirements and/or Technical Specifications or Provisions of the RFP.

3. **Prepare a comprehensive Source Selection Plan IAW the DoD-SSP.**

4. **Prepare Evaluation Sheets** for the Board to document their ratings and justification to support the assigned rating. The evaluation sheets will help you determine how easy it will be to evaluate the criteria you have selected. You will be able to identify overly complex criteria and streamline them in the RFP. However, when preparing the evaluation sheets, ensure that the criteria match the RFP wording exactly – do not try to abbreviate or simplify them on the evaluation sheets.

NOTE: The Source Selection Plan should be completed prior to issuance of the RFP and updated whenever amendments are issued that change the solicitation.

5. **Obtain Source Selection Plan Approval:** Obtain signature of all stakeholders identified in the plan as having approval authority. Typically this will include the SSA, PM, KO, Attorney Advisor and Small Business Specialist. There may be other technical elements that need to sign the plan and higher level approving officials if the dollar value of the plan warrants.

NOTE: See PIL 2010-04, Document Review and Approval Matrix to determine whether higher level approval is necessary.

**Evaluation Preparation and Guidance:** Provide the Soldier with references, URL links and samples of construction source selection plans.

**Performance Measures:**

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<tr>
<td>1. Identified the members of the SSO and explained their role in Source Selection</td>
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<tr>
<td>2. Prepared a source selection plan for a construction requirement</td>
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<tr>
<td>3. Obtained approval for the subject plan</td>
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<tr>
<td>4. Distributed the approved plan in accordance with USACE policy and documented the solicitation/contract file.</td>
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</table>

**References:** (See DVD for References)

Open the **NCO Contracting** website at [https://kme.usace.army.mil/CoPs/Contracting/default.aspx](https://kme.usace.army.mil/CoPs/Contracting/default.aspx). Accessing this site first will allow the hyperlinks to open.
1. DoD Source Selection Procedures, 4 MAR 2011
2. FAR/DFARS/AFARS/EFARS Part 15.3, Source Selection
3. PIL 2008-11 Contract Source Selection Guidance, 29 JUL 08
4. PIL 2010-04 PARC Document Review and Approval Matrix
5. RPM-08-01 Use of Non-Government Personnel to Participate as Non-Voting Technical Advisors to a Source Selection Evaluation
6. SSP – Full and Open Design-Bid-Build Template
7. SSP – Full and Open Design-Build Template
8. SSP – LPTA Template
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Task 2-4
DEVELOP A PRESOLICITATION ANNOUNCEMENT FOR CONSTRUCTION

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to develop a presolicitation announcement for a construction requirement.

Standards: Make the required presolicitation and post award synopsis in accordance with FAR Part 5. Ensure synopses are cancelled properly.

Performance Steps:

1. **Receive the “Official” Project Name/Project Number/Description/Location from the Project Manager (PM)**

   NOTE: Validate against Project name used in the formal Acquisition Plan or Project Management Plan, which serves as the informal acquisition plan for most construction projects.

2. **Receive the Labor Code from the PM and ensure sufficient funding for contracting actions.** If sufficient labor funding is not available at this time for all contracting actions, ensure sufficient labor funds for this step and do not proceed until more funding is provided. Based on your District’s policy, you may not be required to charge against a labor code as an MCCO, however, those in the office supporting you, such as Procurement Technicians, Procurement Analysts, Team Leaders, Supervisors and/or KO’s will need the labor code to complete their tasks. General guidance is to follow your district’s policy and procedure.

3. **Ascertain the estimated construction cost (ECC) of the project.**

   NOTE: When publicizing the solicitation, use the Magnitude of Construction dollar ranges in FAR 36.204 and DFARS 236.204, Disclosure of the Magnitude of Construction Projects, rather than the actual ECC.

4. **Determine whether an exception to synopsizing the proposed action applies IAW FAR 5.202.**

   a. Are you in a contingency environment?

   b. Are you OCONUS?

   c. Do you intend to solicit using host nation or local national vendors to accomplish the work?

   d. If you answered yes to all of the above, and your project falls under the threshold for the World Trade Organization Government Procurement Agreement and Free Trade Agreements (WTO GPA FTA), FAR 25.403, then the exception at FAR 5.202 (a)(12) applies. [As of DEC 2010 the threshold was $7,804,000.] Construction requirements under this dollar threshold would not require a synopsis through Army Single Face to Industry (ASFI) to Federal Business Opportunities (FedBizOpps).

   NOTE: Follow FAR Part 5 guidance for construction actions over the WTO GPA FTA threshold.

   NOTE: Even though you may reduce the response time for synopsis and solicitation in an overseas contingency operation for actions not exceeding the WTO GPA threshold – as the KO you must establish a solicitation response time that will afford potential offerors a reasonable opportunity to respond to the proposed contract action.

5. **Use appropriate procedures to publically make the pre-solicitation notice.** All contract actions that
require synopsis are published through ASFI to FedBizOpps. FedBizOpps serves as the single government point-of-entry for federal government procurement opportunities. Publication of the requirement in may also serve as a sources sought notice.

NOTE: Check with the PM to see if there is any requirement to make a pre-solicitation congressional notification or similar upward reporting notice within your reporting chain. (Refer to Task 1-6, Explain Types of Funding Used for Construction Contracts).

NOTE: It is highly recommend you coordinate with local trade associations, local government agencies and other venues to publicize your requirements to increase competition for your requirements. Most trade associations and local government agencies have electronic bill boards to post requirements.

6. **Publish a cancellation synopsis, if applicable.** If the project is cancelled a synopsis for cancellation shall be prepared in IAW FAR 5.207(f"). The cancellation synopsis should contain an explanation for the cancellation.

**Evaluation Preparation and Guidance:** Provide the Soldier a written scenario with acquisition plan and draft solicitation. Soldier should prepare a synopsis for the solicitation and give evidence that they are able to upload the synopsis through ASFI to FedBizOpps. Provide alternate scenario for cancellation of a project and have the Soldier prepare a synopsis. Provide Soldier a scenario with an awarded contract and have them prepare award synopsis.

**Performance Measures:**

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<td>1. Determined if solicitation has to be synopsized</td>
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<td>2. Prepared pre-solicitation synopsis</td>
<td></td>
</tr>
<tr>
<td>3. Posted a mock presolicitation synopsis to ASFI for FedBizOpps</td>
<td></td>
</tr>
<tr>
<td>4. Cancelled the presolicitation synopsis in FedBizOpps</td>
<td></td>
</tr>
<tr>
<td>5. Synopsized contract award and posted (mock) to ASFI for FedBizOpps</td>
<td></td>
</tr>
<tr>
<td>6. Cancelled the mock post award synopsis</td>
<td></td>
</tr>
</tbody>
</table>

**References: (See DVD for References)**

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. **FAR Part 5.2**, Synopses of Proposed Contract Actions
2. **FAR Part 5.3**, Synopses of Contract Awards
3. **FAR and DFARS Dollar Thresholds** 18 NOV 2010
4. **Email**, FW INFOACTION NCO Guidance on Construction Contract Bonding – CENTCOM AOR
5. **GRD 09-04** Advertising
6. **Iraq Women Owned Business (IWOB) Preference**
Task 2-5
EXPLAIN HOW THE CONSTRUCTION CONTRACT FORMAT DIFFERS FROM THE UNIFORM CONTRACT FORMAT USED FOR OTHER TYPES OF SOLICITATIONS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain how the contract format used for construction contracts differs from the Uniform Contract Format (UCF) used for other types of solicitations and contracts.

Standards: Briefed the difference between the UCF for service and supply actions and the contract format for construction contract. Given a construction solicitation, was able to locate the General Requirements, contract clauses, bid schedule, representations and certifications, special contract requirements, and technical provisions.

Performance Steps:

1. Explain the difference between the UCF for service and supply actions and the contract format for construction contract.

NOTE: Per EFARS 14.201-1(a)(1), the following USACE format shall be used in lieu of the UCF for construction contracts.

USACE Contract Format
00010 Solicitation/Contract Form (SF 1442)/Schedule (UCF Sections A & B)
00100 Instructions to Offerors (UCF Sections L & M)
00600 Representations & Certifications (UCF Section K)
00700 Contract Clauses (UCF Section I)
00800 Special Contract Requirements (UCF Section H)
01000 Division 1, General Requirements (UCF Section C)
16999 Division 2-16, Technical Provisions (UCF Section C)

NOTE: The numbering for the technical specifications, referred to above as Divisions 1-16 have been changed. Refer to Engineering Construction Bulletin (ECB) 2006-4 or in Exhibit 3-2 of the Construction Contract Administration PROSPECT Course Student Guide for the current numbering convention for the technical specifications.

NOTE: See Reference Materials accompanying this guide for the complete Construction Specifications Institute (CSI) MasterFormat table of contents.

2. Become familiar with the Request for Proposal (RFP) format for Design-Build requirements.

a. Proposal Requirements, Contract Forms, and Conditions

00 11 00 Solicitation, Offer & Award (SF 1442)
00 21 00 Instructions, Conditions & Notices to Offerors
00 22 10 Phase 1 Design-Build Selection Procedures
00 22 20 Phase 2 Design-Build Selection Procedures
-or-
00 22 11 Proposal Submission Requirements, Evaluation Criteria and Basis of Award for One Step Design-Build Selection

00 45 00 Representations and Certifications
b. Division 01

01 10 00  Design Requirements (MATOC – “Statement of Work”)
01 32 01.00.10  Project Schedule
01 33 00  Submittal Procedures
01 33 16  Design After Award
01 45 04.00 10  Contractor Quality Control System
01 57 20.00 10  Environmental Protection
01 62 35  Recycled/Recovered Materials
01 78 02.00 10  Closeout Submittals

c. Appendices

Evaluation Preparation and Guidance: Setup: Provide a solicitation to the Soldier and explain how it is organized, how it differs from the UCF, and where to locate pertinent information.

Performance Measures:

1. Explained the difference between the UCF and the construction contract format

2. Given a construction solicitation, correctly located pertinent information

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. Course #366, Construction Contract Administration, Exhibit 3-2 (beginning on page 3-19)

2. CSI MasterFormat table of contents
**Task 2-6**

**REVIEW CONSTRUCTION PLANS AND SPECIFICATIONS**

**Conditions:** You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain what sections and key information in the plans and specifications that should be reviewed by the contract specialist.

**Standards:** Identify the sections and key information in the specifications that should be reviewed for clarity, consistency and appropriateness.

**Performance Steps:**

1. **Review Section 01000, General Requirements.** Cross reference phasing or performance schedule information with Section 00800 Special Contract Requirements. Cross reference any Payment provisions with the Bid Schedule.

2. **Identify and review the use of restrictive experience or licensing requirements** in the General Requirements or technical sections.

3. **Identify any brand name or proprietary products in the specifications and ensure they are justified IAW FAR 6.302-11.**

   NOTE: If “brand name or equal” is used, ensure salient physical, functional, or performance characteristics of the brand name item that the equal item must meet to be acceptable for award are referenced, IAW FAR 11.104.

   NOTE: Each specification section contains three parts; References, Products and Execution. Focus on the products section of each specification to find brand name products.

4. **Determine whether furniture is included in the specifications, section 12 00 00.**

   NOTE: Generally, Military Construction (MILCON) funds may not be used to buy movable furniture. Built-in furniture and equipment, such as “systems furniture,” ovens, and the like may be acquired with MILCON funds. See Reference Material for USACE Policy Memorandum. For OCONUS contingency operations, it may be preferable to have the construction contractor purchase and install the furniture, fixtures and equipment (FFE). In this case, a separate Contract Line Identification Number (CLIN) funded by Operation and Maintenance Army (OMA) funds shall be used.

**Evaluation Preparation and Guidance:** Setup: Walk through a set of plans and specifications with the Soldier to acquaint them with the various sections, what is included in each, how they relate to the rest of the solicitation and what to look for.

**Performance Measures:**

1. Explained the three parts of a technical specification and the purpose of each  
   - GO  
   - NO-GO

2. Explained what to look for in each section of the General Requirements and Technical Provisions of the specifications  
   - GO  
   - NO-GO

3. Reviewed a set of plans and specifications, and all aspects were consistent with the
References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. FAR Part 6.302, Circumstances Permitting Other Than Full and Open Competition

2. FAR Part 11.104, Use of Brand Name or Equal Purchase Descriptions

3. PGI 211.105, Items Peculiar to One Manufacturer

**Task 2-7**  
**OBTAIN PRESOLICITATION CLEARANCES**

**Conditions:** You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain how to obtain presolicitation clearances.

**Standards:** Presented a solicitation to the KO for review and all presolicitation clearances were completed as required.

**Performance Steps:**

NOTE: In construction contracting, operating in good faith can be defined as having the clearances and approvals necessary to go forward with award. To operate in this environment those clearances and approvals are defined as necessary lands, agreements, environmental and water quality permits and funding.

1. **Obtain Real Estate Certification.**

NOTE: Solicitations for construction contracts should not be issued until the District Chief of Real Estate has certified in writing that sufficient real property interests are available to support construction under such contracts. However, in exceptional circumstances the District Commander may authorize the issuance of a solicitation contrary to this general policy after full assessment of the risks and benefits of proceeding per Engineering Regulation ER 1105-2-100, Planning Guidance Notebook, page F-18, Appendix F-11, Amendment #2 31 Jan 07. In those cases where solicitations are issued without sufficient real property interests, the solicitation documents should advise potential offerors of such facts, and proposals should not be received prior to receipt of real estate certification.


2. **Obtain Environmental Assessments and Permits.**

NOTE: If OCONUS determine whether the host country has any environmental laws or certification requirements that must be obtained prior to advertising.

NOTE: For CONUS the National Environmental Policy Act (NEPA) and Clean Water Act (CWA) require environmental assessments and water quality certifications prior to advertising. See Reference Material for a memorandum on this topic.

3. **Obtain Biddability, Constructability, Operability and Environmental (BCOE) Review.**

NOTE: The BCOE review encompasses compatibility of the design with site conditions, materials, schedules, and construction methods. The review includes consideration of the protection of air, water, land, animals, plants, and other natural resources from the effects of construction and operation of the project as stated in the Project Management Plan (PMP), and should include a step-by-step review of how the construction process will unfold. See also Enterprise Standard ES08020, BCOE Procedure, in the USACE Quality Management System.

NOTE: Per ER 415-1-11, Biddability, Constructability, Operability and Environmental Review, Paragraph 7 d, District Contracting Chiefs (DCCs) will ensure that bid opening is not made prior to BCOE certification unless the Contracting Officer (KO) determines that it is in the best interest of the government to award
without incorporation of all comments. A determination and findings (D&F) signed by the KO will be placed in the contract file in place of the certification when award is made without this certification. A sample certification is at Appendix A of the ER.

4. **Determine whether Unexploded Ordnance (UXO) has already been cleared from the project site.**

NOTE: The Project Manager (PM) must provide a mine clearance certification for the entire project site. If demining has not occurred then the preferred method of clearance would be to issue a separate task order from an existing UXO/demining IDIQ contract and obtain the certification from the IDIQ contractor prior to award of the instant contract action. The least desirable method would be to include a requirement for demining in the construction contract. The allied forces have a Mine Action Center that monitors the cleared geographic locations and if the area has been cleared, they will provide the certification.

5. **Determine whether a Theater Business Clearance (TBC) is required.**

NOTE: TBC’s are required in the Central Command (CENTCOM) AOR. See the Contracting Officer’s Guide for Theater Business Clearance in the Reference Material.

6. **Prepare Warranty of Construction Determination and Finding** for DCC signature per DFARS 246.704.

NOTE: In construction, the typical warranty period is one year. In some cases a longer warranty may be in the Government’s best interest for certain features of work such as roofing or building systems. See Reference Material for Sample D&F.

7. **Determine the need for options.**

NOTE: Per FAR 17.202, the KO may include options in contracts when it is in the Government’s interest. The KO shall make a written determination that there is a reasonable likelihood that the options will be exercised before including options in the solicitation. See Reference materials for a sample D&F.

8. **Prepare Justification of Procurement Method** IAW PIL 2008-07-1

9. **Prepare applicable D&Fs, as required.**

   a. Single Award Task Order Contract (SATOC) IAW FAR 16.504I(1)(ii).

   b. Time and Materials (T&M) or Labor Hour (LH) Contract IAW FAR 16.601(d)(1) and DFARS 216.601(d).

   c. Undefinitized Contract Action (UCA) IAW EFARS 17.74

   d. Ordering period of a task order contract exceeds ten years IAW DFARS 217.204(e)(i).

   e. Use and evaluation of options IAW FAR 17.206 See references for sample D&F

   f. Use of Options Beyond five-year regulatory limit IAW AFARS 5117.204(e)

   g. Mobilization and Demobilization (MOB & DEMOB) See references for samples of D&F for a complex project and a D&F for specialized equipment

   h. Warranties IAW FAR 46.7 See references for sample Warranty D&F

   i. Liquidated Damages (LD) IAW FAR 36.206 See references for sample LD D&F
j. Buy American Act Determination IAW FAR 25, See References for a briefing on Buy American Act waivers, information on domestic non-availability waivers, and sample waivers based on cost and impracticable for use.

k. Determination and Findings for Consolidation of Contract Requirements IAW DFARS 207.170

l. Approval for Single Award TO/DO Contracts >$100M IAW PARC Policy Alert 08-31. See References for a Sample D&F.

10. Obtain “Authority to Advertise” from the PM.

NOTE: Ascertain the estimated construction cost (ECC) and current working estimate (CWE) of the project. If MILCON, compare these to the Programmed Amount (PA) to ensure they do not exceed the PA. If either exceeds the PA, then ensure that the “Authority to Advertise” design directive gives authority to advertise in excess of the PA.

NOTE: Design directives, or design codes, authorize various stages of project design, indicate project scope and cost, and provide special instructions for the design of the project through construction contract award. These design codes are issued by HQDA (DAIM–OD). USACE in turn issues these codes to their divisions and districts. AR 420-1, Army Facilities Management, Para 4-36 contains a list of design directive codes. These codes have been included in a chart in the reference section of this Guide.

Evaluation Preparation and Guidance: Setup: Brief the Soldier on the Presolicitation clearances required for the AOR, the local procedure to obtain them, and how to process them for approval as required.

Performance Measures:

1. Identified and explained the purpose of the typical certifications, clearances and D&F’s required for construction CONUS
   GO  NO-GO

2. Identified and explained the purpose of the typical certifications, clearances and D&Fs required for construction OCONUS
   GO  NO-GO

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. AR 420-1 Army Facilities Management
2. AR 420-1, Design Directives Chart
3. BCOE
4. Buy American Act Waivers Briefing
5. Buy American Act Domestic Non-Availability Waiver Information
6. C3 Acquisition Instructions (AI), CENTCOM Contracting Command Acquisition Instructions.
(NOTE: Although the C3 Al's are not applicable to USACE contracting offices, the reference provides good general situational awareness for Soldiers and KOs.)

7. Checklist to Execute a Solicitation (16 Sep 2010)

8. Contracting Officer’s Guide for Theater Business Clearance

9. Deputy USD Memo TBC-CAD Compliance

10. DFARS 207.170, Consolidation of Contract Requirements

11. EFARS 17.74, Undefinitized Contract Actions

12. ER 415-1-11, Biddability, Constructability, Operability and Environmental Review, 01 SEP 94

13. ER 1105-2-100, Planning Guidance Notebook


15. FAR and DFARS Dollar Thresholds 18 NOV 2010

16. FAR 16.504, Indefinite Quantity Contracts

17. FAR 16.601(d)(1) and DFARS 216.601(d) T&M and LH contracts

18. FAR Part 17.2, DFARS 217.2 and AFARS 5117.2, Options

19. FAR Part 25.2, Buy American Act – Construction Materials

20. FAR 36.206, Liquidated Damages

21. FAR 46.7, DFARS 246.704, Authority for Use of Warranties

22. GRD 09-03, Liquidated Damages


24. PARC Policy Alert 08-31, Delegation of Authority for Approving Determinations Required Under Section 843 of the NDAA FY08

25. PIL 2008-04, Theater Business Clearance (TBC) Requirement for Iraq and Afghanistan

26. PIL 2008-07-1, Justification of Procurement Method

27. PIL 2009-03, Policy and Procedure Regarding the Use and Approval of DD form 2579

28. QMS ES08020, BCOE Procedure

29. QMS ES08020.1, Attachment A, Sample BCOE Certification

30. QMS ES08020.2, Attachment B, Sample BCOE Status of Real Estate

31. QMS ES08020.3, Attachment C, Sample BCOE Certification for Indefinite Delivery MATOC Contract

32. QMS NAO 08860, Ready to Advertise
33. Sample Advertising Prior to Receipt of Environmental Documentation
34. Sample DF Buy American Act Waiver; Cost
35. Sample DF Buy American Act Waiver; Impracticable for Use
36. Sample DF Include Option Clause
37. Sample DF Liquidated Damages
38. Sample DF MOB & DEMOB W912ER-11-R-0059
39. Sample DF Mob & Demob – Complex Project
40. Sample DF Mob & Demob – Specialized Equipment
41. Sample DF SATOC above $100M
42. Sample DF Warranty
43. TBC and CAD Memo 15 Sep 2009
44. TBC SOP Document 7-8-10
**Task 2-8**
**DEVELOP A CONSTRUCTION SOLICITATION**

**Conditions:** You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned the task to develop a construction solicitation.

**Standards:** Using the Department of Defense (DoD) Standard Procurement System (SPS)/Procurement Desktop Defense (PD^2) develop a construction solicitation with all applicable clauses, attachments, and other pertinent information ready for Peer Review to meet established suspense dates.

**Performance Steps:**

NOTE: Use Construction Specifications Institute (CSI) format in PD^2 when building the construction solicitation.

1. **Establish a folder to organize documents IAW with ENG Form 3726** (Official Contract Record Checklist – Pre-Award).

NOTE: A-E and construction actions use the ENG Form 3726 as the official contract checklist. For supply and service contracts use the Army Official Contract Checklist. See reference material for copies of the checklists. [NOTE: USACE is in the process of creating specific file checklists for A-E, Construction, Supply and Service, as well as others. When these are issued, they shall be used.]

2. **Receive Plans and Specifications.** Project Manager (PM) / Requiring Activity provides the Contracting Officer (KO) with a complete Statement of Work (SOW) and any associated technical requirements or specifications/drawings associated with the project.

3. **Receive certified Purchase Request and Commitment (PR&C),** through the Corps of Engineers Financial Management System (CEFMS), which covers the Government's independent estimate of construction cost. Check with Resource Manager (RM) / J-8 to ensure receipt of proper type of funding.

NOTE: In some cases, a “Planning” PR&C, either $0 or $1, may be provided to establish the solicitation. In these cases, add the following statement: “Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are available.” Evidence of available funds from the customer Resource Manager (RM) and/or authority to advertise must be provided to ensure that funds are available (Code A). This typically occurs with MILCON projects. Complete funding for the project must be received prior to award.

4. **Perform automated or manual interface between CEFMS and SPS/PD^2.**

NOTE: The best practice is to use the PR&C which has been “pushed across” from CEFMS to SPS/PD^2. In exceptional cases a PR&C can be manually loaded into SPS/PD^2 and approved. However, this will not allow the PR&C to be married up with the CEFMS PR&C later.

NOTE: Ensure your line items identify an amount so the total value of the PR&C will establish a value within your Magnitude of Construction and will facilitate auto clause selection.

5. **Build your Solicitation document in SPS/ PD^2.**

NOTE: Periodically save your document in case the system or your computer has challenges, then you won’t have to start over.
NOTE: Following is a general guide for the required steps to create a construction solicitation in SPS/PD². Be sure to check for any local procedures to ensure that your solicitation is complete and compliant with local policy.

a. Select Procurement

b. Select Pre-Award/Award

c. Select Solicitations

d. Select Construction Solicitation (SF1442)

e. Start your auto clause selection by identifying the specific characteristics or your requirement and method of acquisition: Full and Open unrestricted; set a-side for a specific socio-economic program or Section 886 (DFARS 225.77) for Iraq and Afghanistan; IFB or RFP; LD’s, Warranties, etc.

NOTE: Using the auto clause selection in SPS/PD² will not provide all of the required clauses. The contract specialist will need to manually check to ensure all of the appropriate clauses have been selected.

NOTE: Overseas, a Section 886 restricted competition is treated as “unrestricted” because SPS/PD² will not recognize a limited competition pursuant to Section 886.

f. Fill-in applicable information on the SF 1442 (front and back page)

g. Ensure all required data is input into the line items.

h. Ensure all fill-in clauses are completed.

i. Ensure clauses are located in the appropriate section and not duplicated or omitted.

j. If additional information is required (non-clause) ensure it is include as (add text) in a Word document. Do Not try to attach a .pdf file (you can), but you will regret it the very next time you attempt to open your document (extremely slow).

k. Ensure fill-in data in your clauses (if provided in other locations – e.g., performance period located on the front page of the SF1442 is the same as your clause or you can state “see Section 00800.”

l. Add Text for Attachments:

1) Wage Determination, Davis Bacon and/or Service Contract Act (if applicable)

2) List amendments to the solicitation as they are issued.

3) Technical data not included in the solicitation technical provisions.

NOTE: Theater Business Clearance (TBC) is required for acquisitions conducted for performance in Iraq and Afghanistan. Specific theater-unique clauses are required and may be located in the TBC Contracting Officer Guide at the CENTCOM website.

4) Small Business Subcontracting Plan (sample – if unrestricted)

m. If feasible and available in a word document (Add Text) include Technical Provisions/Specifications.

6. Select appropriate clauses for CONUS or OCONUS requirements.
NOTE: Specify in solicitations that offerors must submit offers in the English language and in U.S. dollars (see 52.214-34, Submission of Offers in the English Language, and 52.214-35, Submission of Offers in U.S. Currency, or paragraph I(5) of 52.215-1, Instruction to Offerors—Competitive Acquisitions);

7. Prepare your solicitation package for Peer Review.

NOTE: See Task 2-8, Conduct Solicitation Peer Review

Evaluation Preparation and Guidance: Setup: Given a written scope of work from the requiring activity, a certified PR&C, and input from the PM and other PDT members develop a Construction Solicitation using SPS/PD.

Performance Measures:

<table>
<thead>
<tr>
<th></th>
<th>GO</th>
<th>NO-GO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Developed a complete construction solicitation in SPS/ PD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Obtained Legal and KO approval of solicitation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

References: (See DVD for References)

Open the NCO Contracting website at [https://kme.usace.army.mil/CoPs/Contracting/default.aspx](https://kme.usace.army.mil/CoPs/Contracting/default.aspx). Accessing this site first will allow the hyperlinks to open.

2. CENTCOM Website
3. Contracting Officer’s Guide to TBC
4. DBA Brief 09 (Defense Base Act)
5. DBA Insurance Questions and Answers
6. DBA Training to JCC-IA
7. DFARS 225.77, Acquisitions in Support of Operations in Iraq or Afghanistan
8. EFARS 4-802, Contract Files
9. EFARS 22.407, Contract Clauses
11. ENG Form 3726, Official Contract Record Checklist – Pre Award
12. ENG Form 3726-1, Official Contract Record Checklist – Contract
13. ENG Form 3726-2, Official Contract Record Checklist – Contract Modification/Delivery Order
14. FAR 22.404 / DFARS Part 22.404, Davis Bacon Act Wage Determinations
15. FAR 28.1 / DFARS 228.1 / AFARS Part 5128.1, Bid Guarantees
16. **FAR 36.2 /DFARS 236.2 /AFARS 5136.2 /EFARS Part 36.2**, Special Aspects of Contracting for Construction

17. **FAR and DFARS Dollar Thresholds** 18 NOV 2010

18. **GRD 09-02** Sons of Iraq

19. **GRD 09-03** Liquidated Damages

20. **GRD 09-04** Advertising

21. **GRD 09-16** SPS

22. **IWOB Preference**

23. **JCCIA SPS Checklist**

24. **PIL 2011-05** USACE Defense Base Act Program FY11

25. **Solicitations and Auto Clause Selection**

26. **SOP-01** Pre-Award Scheduling System (PASS)

27. **SPS Tips, Hints and Tricks**

28. **Theater Business Clearance (TBC) website**
Task 2-9
CONDUCT PEER REVIEW

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to conduct a solicitation peer review.

Standards: Peer review was conducted IAW Procurement Instruction Letter (PIL) 2010-02, Contracting Peer Review Process for Supplies and Services

Performance Steps:

1. Explain the purpose of peer reviews

NOTE: Peer reviews are to be independent reviews, outside the purview of the Project Delivery Team (PDT). Objectives of peer reviews, as established in DoD policy, are threefold; (1) to ensure that Contracting Officers (KOs) are implementing policy and regulations in a consistent and appropriate manner; (2) to continue to improve the quality of contracting processes; and (3) to facilitate cross-sharing of best practices and lessons learned.

NOTE: PIL 2010-02 contains the applicable DPAP and DASA(P) memorandums as enclosures 1-4; Enclosure 5 to PIL 2010-02 is the USACE Contracting Peer Review Process which provides the Standing Operating Procedure for peer reviews in USACE.

NOTE: See PIL 2010-02, Enclosure 5, Attachment D for a flowchart of the USACE peer review process.

NOTE: Contracts with an estimated value <$1B, including options, will have two pre-award phase peer reviews; (1) prior to issuance of the solicitation and (2) prior to contract award. Contracts with an estimated value >$1B, including options, are conducted at the DPAP level and will have three pre-award phase peer reviews; (1) prior to issuance of the solicitation, (2) prior to issuance of Request for Final Proposal Revisions, and (3) prior to contract award.

NOTE: The peer review process applies to negotiated supply and service actions, including construction. Invitations for Bid (IFB) and Architect-Engineer (A-E) contracts are exempt; however reviews of these actions are encouraged.

NOTE: While the results and recommendations produced by peer reviews are advisory in nature, KOs must resolve all comments from the Solicitation Review Board (SRB) or Contract Review Board (CRB) prior to obtaining clearance for solicitation release or contract award and ensure that disposition of all peer review recommendations are documented in the contract file prior to contract award.

2. Determine the approval authority for solicitation and contract review boards

NOTE: There are two classes of peer reviews; formal and informal. Informal peer reviews are required for a representative number of negotiated actions exceeding the Simplified Acquisition Threshold (SAT) up to $50M. All actions over $50M require formal peer review, unless waived. PARCs and HCAs have authority to waive peer reviews. Attachment A to Enclosure 5 of PIL 2010-02 provides the Request for Waiver form and the criteria to be addressed when seeking a waiver.

NOTE: All peer reviews are conducted at the District/Center; it is the endorsement level that changes based upon the dollar amount of the acquisition. Informal peer reviews are endorsed by the District Contracting Chief/Center Contracting Chief (DCC/CCC). For formal peer reviews the Regional PARC is
the endorsement authority for all peer reviews $50M up to $250M; the HCA is the endorsement authority for peer reviews between $250M and less than $1B. Refer to PIL 2010-02 for endorsement thresholds and requirements for formal peer reviews.

NOTE: If a project is cancelled or withdrawn and a formal peer review needs to be cancelled, prepare a memorandum to the PARC documenting the decision and submit as soon as possible after the decision is made.

3. Establish the Peer Review Board

NOTE: The peer review board is independent from the PDT members, and must include at a minimum, representatives from counsel, contracting, small business, and subject matter requirements personnel. If the action is non-competitive, the Special/Field Competition Advocate shall also be included. To the extent practicable, try to have the same team members on both the solicitation and award peer reviews, as this will facilitate consistency and time savings and will ensure incorporation of lessons learned.

NOTE: In USACE, the Field Competition Advocate is appointed by the commander and is typically the Deputy District Engineer (DDE). The Regional Office of the Principal Assistant Responsible for Contracting (OPARC) Deputy is appointed as the Special Competition Advocate.

4. Identify projects for peer review

NOTE: A representative sampling of actions from across mission areas shall be selected for review so that the work of each KO and each contract specialist is reviewed annually.

NOTE: Coordinate with Project Management (PM), use the District Overall Acquisition Strategy (OAS) [see EFARS 7.102 (S-100)] and Acquisition Strategy Panel/Board (ASP/ASB) and project delivery team (PDT) discussions to determine projects to be peer reviewed.

NOTE: For informal peer reviews, try to get as many projects reviewed early in the fiscal year as possible to prevent project delays during 4th quarter.

NOTE: The cost of peer review is a project expense. Coordinate with the PM early in the acquisition planning cycle to ensure that the budget and schedule for the project reflect the effort required by the reviews.

5. Conduct a peer review

NOTE: Due to the sensitive nature of source selections, members of the Peer Review Board will sign a Source Selection Participation Agreement (combined certificate of non-disclosure and financial interest).

NOTE: The toolkits to be used for USACE peer reviews are contained as Attachments B-1 and B-2 to enclosure 5 of PIL 2010-02.

NOTE: Check the NCO kme website to see if any updates to the toolkits, procedures or policy have been issued. Look for “Peer Review” on the left side bar.

NOTE: A legal sufficiency review of the solicitation/contract must be conducted prior to, and independent from, the peer review board.

NOTE: The job of the peer review board is to review the file and make sure that all required documentation is in place and, in general, that decisions are documented and make sense. It is not their job to rewrite the solicitation or contract; or to change decisions that have been made. Their job is to provide recommendations to the KO of things that they find lacking. It is up to the KO to resolve all comments/recommendations before issuing the solicitation or awarding the contract. Ensure that the
resolution to each comment/recommendation is documented in the file. For formal peer reviews, the comments and recommendations will be part of the peer review package forwarded for approval.

6. **Document lessons learned and share with the team.**

   NOTE: In addition to sharing lessons learned with your PDT and coworkers, provide a copy to your Procurement Analyst (PA) who can consolidate and send forward to the PARC for inclusion in enterprise-wide lessons learned.

7. **Develop and incorporate corrective actions into local processes** to ensure quality improvements become standardized.

8. **Upload results of peer review and lessons learned to PARC website.**

   NOTE: As policy directs, provide projected formal peer reviews, as well as lessons learned, best practices, systemic weaknesses and quality improvements identified from both formal and informal peer reviews to the Peer Review SharePoint website for each PARC office.

**Evaluation Preparation and Guidance:** Setup: Review PIL 2010-02 with the Soldier as well as the local procedures developed for peer review. Have the Soldier participate on an SRB and CRB to help them become familiar with the process.

**Performance Measures:**

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<thead>
<tr>
<th>Performance Measure</th>
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<tbody>
<tr>
<td>1. Explained the purpose of peer reviews.</td>
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<td>2. Correctly identified the approval thresholds and authorities</td>
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<td>3. Conducted a peer review</td>
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<td>4. Addressed and incorporated comments from the peer review into the solicitation or contract</td>
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<tr>
<td>5. Documented lessons learned and shared with the team</td>
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<tr>
<td>6. Updated PARC website with results of peer review</td>
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</tbody>
</table>

**References:** (See DVD for References)

Open the **NCO Contracting** website at [https://kme.usace.army.mil/CoPs/Contracting/default.aspx](https://kme.usace.army.mil/CoPs/Contracting/default.aspx). Accessing this site first will allow the hyperlinks to open.

1. [EFARS 7.102 (S-100)](https://kme.usace.army.mil/CoPs/Contracting/default.aspx), Acquisition Plans, Policy, General
2. PARC-ATL Peer Review
3. PARC-DAL Peer Review
4. PARC-WIN Peer Review
5. PIL 2010-02, Contracting Peer Review Process for Supplies and Services, 17 DEC 2009
6. PIL 2010-02 Encl 5, Attachment A Request for Waiver of Formal Peer Review
7. PIL 2010-02 Encl 5, Attachment B-1 Solicitation Toolkit
8. PIL 2010-02 Encl 5, Attachment B-2 PreAward Toolkit
9. PIL 2010-02 Encl 5, Attachment C Schedule
10. PIL 2010-02 Encl 5, Attachment D Process Flowchart
11. PIL 2010-04, NCO Document Review and Approval Matrix (See above link)
Task 2-10
ISSUE SOLICITATION – ON THE STREET

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned the task to explain the various activities that occur while the solicitation is on the street.

Standards: Prepared a briefing to contractors for a Preproposal conference on pertinent aspects of the solicitation. Created and issued amendments to the solicitation. Determined whether any amendments to the applicable Davis Bacon Wage Decision(s) had been issued by Department of Labor (DOL). Ensure that required advertising timeframes have been met.

Performance Steps:

1. **Explain the purpose of the Preproposal conference and site visit.**

2. **Prepare a briefing to contractors for Preproposal conference.**

   NOTE: Typically, the agenda will include the following:

   - Introductions and roles of Government personnel participating in the conference
   - Overview of the conference agenda
   - Ground rules (format for questions, how solicitation will be modified, etc.)
   - Project Description (typically by the Project Manager (PM))
   - Review of the solicitation by section, calling attention to specific requirements as needed (time and date for receipt of proposals, offer acceptance period, bid schedule, bonding, etc.)
   - Overview of the source selection process, the evaluation criteria, and basis for award
   - Review of the technical requirements
   - Conduct Site Visit (no questions may be asked during the site visit)
   - Questions and answers
   - Next steps (issuing minutes and amendments; reconfirm proposal due date and time)

3. **Make arrangements for a Court Reporter or other means to record the Preproposal conference proceedings.**
NOTE: Determine local policy on Preproposal conferences and how they are recorded. If a court reporter is used, the PM will need to provide a funded Purchase Request and Commitment (PR&C) to procure the services. Request expedited delivery of the minutes so they can be provided to the contractors in a timely manner.

4. **Conduct Preproposal conference in conjunction with the Project Manager (PM) and technical team.**

NOTE: Have a sign-in sheet ready for attendees to register with their name, company they represent and whether they are a prime or a subcontractor, as well as email address and phone number.

NOTE: While it is preferable to receive questions prior to the Preproposal conference, inevitably contractors will have questions during the conference. Require contractors to submit their questions in writing, with their name as well as company name.

NOTE: Require anyone speaking during the conference to state their name and company they represent so the court reporter can properly attribute comments and questions in the minutes.

NOTE: Nothing said in a Preproposal conference can change the solicitation. Only an amendment can change the solicitation.

5. **Determine what amendment(s) to the solicitation are necessary as a result of the Preproposal conference.** At the conclusion of the Preproposal conference, determine what, if any, amendments are necessary, who will be responsible for each amendment item and the timeline to get the information to Contracting.

6. **Review minutes from the Preproposal conference and make necessary corrections as required.**

7. **Post the minutes from the Preproposal conference to FedBizOpps.**

8. **Create and issue an amendment to the solicitation.** Ensure that there is adequate time remaining in the solicitation phase for adequate response to any amendment. The closing date may have to be extended to allow firms sufficient time to respond to the amendment. Coordinate with and get buy-in from the PM prior to extending any proposal due date.

**Evaluation Preparation and Guidance:** Setup: Provide local policy on how Preproposal conferences are conducted in your AOR. Provide a sample Preproposal conference briefing and minutes from a previously held conference to the Soldier. Explain the process for amending solicitations.

**Performance Measures:**

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<tr>
<td>1. Explained the purpose of the Preproposal conference and site visit</td>
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<tr>
<td>2. Prepared a Preproposal conference briefing to the contractors</td>
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<tr>
<td>3. Determined whether changes to the Davis Bacon Wage Determination had been made</td>
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<tr>
<td>4. Created and issued an amendment to the solicitation</td>
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<td>5. Determined necessity to extend the closing date for the RFP</td>
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</table>
References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. FAR 15.201, Exchanges with Industry Before Receipt of Proposals
2. FAR 15.206, Amending the Solicitation
Task 2-11
RECEIVE PROPOSALS AND DETERMINE RESPONSIVENESS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned the task to explain how to receive contractor proposals, safeguard them and determine responsiveness of each proposal. Security conditions may dictate the appropriate method(s) used for receipt of proposals.

Standards: Properly received, recorded and safeguarded proposals for a solicitation. Determined the responsiveness of all proposals. Created an abstract of offerors and obtained approval.

Performance Steps:

1. Determine the standard procedure for receiving contractor proposals.
   NOTE: Based on security conditions you may have to provide work-arounds for accepting and safeguarding contractor proposals.

2. Develop a generic receipt for contractors submitting proposals in response to the Request for Proposal (RFP). (Many offerors will not leave the gate area without a document of some type indicating they have submitted their proposal on time) The receipt should include the following information:

   Solicitation No: ____________________________ Date: ____________ Time: ____________

   Company Name: _____________________________________________________________

   Receivers Name: _____________________________________________________________

3. Breakdown all proposals received.
   NOTE: Proposals shall not be opened until after the time and date for receipt of proposals has passed.
   NOTE: Depending upon the number of proposals generally received you may want to establish a proposal breakdown team to quickly un-package the proposals, number them, annotate each numbered proposal on a spreadsheet listing the offeror, whether you received the original (signed) and required copies, bonding if applicable, and record the lump sum or line item amounts with total.

4. Check the Excluded Parties List System (EPLS) for each offeror and principals of the company.
   NOTE: After receipt of proposals, the contracting officer (KO)/Soldier shall review the EPLS and verify whether or not the company or any of its principals (especially the individual signing the SF 1442, block 20) are listed in EPLS.
   NOTE: Proposals received from any listed offeror shall be entered on the list of receipts of proposals and annotated as rejected unless the agency head determines in writing that there is a compelling reason to consider the proposal.
   NOTE: Proposals or offers received from any listed offeror shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offeror during their period of ineligibility, unless the agency head determines, in writing, that there is a compelling reason to consider the proposal.
5. **Conduct Joint Contingency Contracting System (JCCS) Vendor Vetting** (applies to Iraq and Afghanistan). Offerors are required to register in JCCS in order to be eligible for award (similar to CCR) and once registered, offerors and potential awardees are vetted and verify contractor compliance with Synchronized Pre-deployment and Operational Tracker (SPOT) requirements. The vetting process is similar to EPLS, in that only approved vendors are eligible for contract award. See Central Command (CENTCOM) Contracting (C3) Acquisition Instruction 25.7704-120 “Vendor Vetting (Iraq and Afghanistan)” for more information.

NOTE: Vendor vetting is a process to determine eligibility for contract award for non-U.S. vendors operating in Iraq and Afghanistan. United States Forces – Afghanistan (USFOR-A) Fragmentary Order (FRAGO) 10-330 and United States Forces – Iraq (USF-I) FRAGO 0691 establish the requirements and procedures for vendor vetting. Vendor vetting is applicable to all awards of, and options for, any contracts or Blanket Purchase Agreements (BPAs) to all non-US vendors ≥ $100K in Iraq and Afghanistan. Although, not required under $100K, it is highly recommended that all vendors who want to do business should be submitted for vetting.

NOTE: KOs can request vetting of all vendors/offerors; vendors/offerors in the competitive range; or apparently successful vendors/offerors at their discretion. In order to avoid potential delays in contract award due to pending vendor eligibility, KOs are encouraged to have the Business Advisor ensure vendor is 100% compliant and submit vendors for vetting as early as possible in the procurement process.

6. **Review each proposal for conformity to the RFP requirements and determine responsiveness.**

NOTE: If discussions become necessary, offerors can correct technical deficiencies, submit missing information or correct deficient documents in response to request for proposal revisions. So, if you are unable to award without discussions and the offeror is able to submit a revised proposal without substantially re-writing or making significant changes to their proposal, it is recommended that you not declare them nonresponsive at this time. However, a late proposal cannot be made responsive and must be rejected. (Also, see Task 2-11 Conduct Source Selection Process – concerning responsiveness)

7. **Prepare an abstract of proposals using Optional Form (OF) 1419, Abstract of Offers – Construction or automated equivalent.**

NOTE: Ensure that the abstract is signed by the KO.

8. **Secure and safeguard proposals.**

NOTE: YOU are responsible for accountability and safeguarding of proposals received in response to your RFP. Therefore, you must have a secure area to protect the documents (e.g., a mil-van, connex, or lockable office.)

**Evaluation Preparation and Guidance:** Familiarize the Soldier with the proposal receipt process and any security considerations associated with your AOR. Identify a secure area for receipt and storage of proposals.

**Performance Measures:**

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<tr>
<td>1. Explained the procedure for receipt of proposals</td>
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<tr>
<td>2. Coordinated with Security for receipt and handling of proposals</td>
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<tr>
<td>3. Successfully performed the proposal breakdown and recording process</td>
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CHAPTER 2, p 62
4. Verified whether each offeror or any company principal is listed on EPLS, or, if in CENTCOM Theater, verified that all vendors are registered in JCCS

5. Reviewed each proposal for conformity and responsiveness

6. Stored and safeguarded offeror proposals in preparation for the SSEB

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. EPLS website

2. FAR 15.207, Handling Proposals and Information

3. FAR 15.208, Submission, Modification, Revision and Withdrawal of Proposals

4. Joint Contingency Contracting System (JCCS) Vendor Vetting

5. OF 1419, Abstract of Offerors, Construction

6. Sample Bid Abstract Master Spreadsheet for Proposals
**Task 2-12**

**CONDUCT SOURCE SELECTION PROCESS**

**Conditions:** You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to conduct the Source Selection Process.

**Standards:** Source selection process was conducted IAW Department of Defense Source Selection Procedures (DoD-SSP) and resulted in a well documented selection of the best value proposal.

**Performance Steps:**

NOTE: The DoD-SSP became effective 1 July 2011. The Army Source Selection Manual (ASSM), AFARS Appendix AA is effective until removed. However, the DoD SSP takes precedent when there are conflicts between it and the ASSM. Follow any supplemental guidance issued by Army (DASA(P)) and/or USACE as it becomes available. See the Reference material for a briefing on the DoD SSP and how it differs from the ASSM.

NOTE: PIL 2008-11, Contract Source Selection Guidance, 29 JUL 2008, provides specific guidance on informal and formal source selections in USACE.

NOTE: Contingency contracting source selection is governed by Field Manual (FM) 4-100.2 (formerly FM 100-10-2), Contracting Support on the Battlefield, and AFARS Manual No. 2, Contingency Contracting.

1. **Confirm all necessary arrangements have been made for the Source Selection Evaluation Board (SSEB) training and evaluations.** Following is a list of administrative support considerations:

   a. Adequate facilities (to include space for the evaluators and related meetings and for discussions with offerors): Consider whether the facilities are of an adequate size, capable of segregation of committees, comfortable, properly furnished, secure, disabled accessible, and close to support services such as copiers, restrooms, and eating facilities.

   b. Security controls, such as identification badges and access control

   c. Secure storage space for proposals and source selection materials

   d. Appropriate computer hardware and software and related support

   e. Adequate telephones, facsimile machines, copiers and/or printing services located in secure areas and Audio/Video Teleconferencing capabilities that can be secured.

   f. Adequate office supplies

   g. Lodging and transportation for personnel on temporary duty (TDY).

2. **Provide SSEB training.**

   NOTE: The purpose of the SSEB is to perform an in-depth, systemic evaluation of proposals against evaluation factors and subfactors set forth in the solicitation, and to document deficiencies, strengths, weaknesses, significant weaknesses and uncertainties in each proposal. While the specific evaluation processes and tasks will vary between source selections, the basic objective is to provide the Source Selection Authority (SSA) with information to make an informed and reasoned selection.
NOTE: While SSEB training is often conducted as the first course of business once the SSEB is convened, a best practice is to conduct the training prior to receipt of proposals to ensure that all evaluators have reviewed and are familiar with the solicitation, evaluation criteria, source selection plan and process, particularly if there are any members of the SSEB who have not previously participated in a source selection.

NOTE: USACE has developed a new Proponent Sponsored Engineer Training course PROSPECT 183 – Formal Source Selection to facilitate enterprise-wide training on proper source selection procedures.

NOTE: Ensure all members of the Source Selection Organization (SSO) have signed a certificate (Source Selection Participation Agreement), which addresses nondisclosure of information, conflicts of interest and rules of conduct. Retain the certificates in the contract file. Often the Contracting Officer (KO) and counsel attend the training and beginning of the SSEB meeting to provide guidance and review the rules of conduct with the SSEB members.

NOTE: To adequately determine whether conflicts of interest may exist, review the names of offerors and subcontractors with the SSEB to ensure none of the evaluators have any financial interests with the firms.

NOTE: Ensure a complete solicitation as amended is available to the SSEB during evaluations.

NOTE: Be sure to update the Source Selection Plan (SSP) if any of the criteria or relevant instructions to offerors were amended during the solicitation period.

NOTE: The importance of adequate documentation of the evaluation of each factor and subfactor cannot be overemphasized. Specific strengths, weaknesses, deficiencies and risks, with reference to the location in the proposal and solicitation shall all be captured on the evaluation form to document the basis for each assigned rating.

3. Identify and document areas of the proposal that are resolvable through clarifications or communications.

NOTE: An important distinction between clarifications and discussions is that clarifications cannot result in a proposal revision. If it is necessary for the offeror to revise its proposal in order to respond to or document the response to the question, then the question must be identified as an Item for Negotiation (IFN) and may only be asked if a competitive range is established and the offeror is determined to be within the competitive range.

4. Prepare an initial evaluation identifying and documenting proposal deficiencies, strengths, weaknesses, risks and associated IFNs.

NOTE: For Design/Build contracts, evaluators must identify any betterments that were considered to be advantageous to the government and for which additional consideration was given. Betterments that were not considered strengths should also be noted for debriefing purposes.

NOTE: Coordinate with the Small Business Advisor for evaluation of the small business evaluation criteria.

NOTE: The Small and Small Disadvantaged Subcontracting Plan (if required) is not evaluated as part of the technical evaluation (although participation by small business is often an evaluation factor). Refer to local policy regarding review and scoring of the Subcontracting Plans. Ensure plans are reviewed concurrently with SSEB evaluations so that any discussion questions or IFNs are identified.

5. Assign adjectival ratings for non-cost evaluation factors.

NOTE: Typically evaluators complete individual evaluation sheets and when all evaluators have completed evaluating a proposal a consensus will be conducted with the SSEB. At a minimum, each
evaluation group must convene to discuss the offeror’s proposal in order to share their views on the offeror’s strengths, weaknesses, deficiencies and risks related to their assigned evaluation factor(s)/subfactor(s) and to reach a final consensus rating for each factor and subfactor using the adjectival ratings identified in the Request for Proposal (RFP) and SSP.

NOTE: Simply averaging the individual evaluation results does not constitute consensus. Consensus requires a meeting of the minds on the assigned rating and associated strengths, weaknesses, deficiencies and risks.

NOTE: In exceptional cases where the evaluators are unable to reach an agreement without unreasonably delaying the source selection process, the evaluation report shall include the majority conclusion and the dissenting view(s) with supporting rationale which must be briefed to the SSA.

6. Prepare a summary evaluation report.

NOTE: The SSEB Chair is responsible for preparing the SSEB report.

NOTE: The Soldier is responsible for reviewing the SSEB report prior to briefing the SSA to ensure that it is specific, provides sufficient rationale to support the ratings, and follows the SSP, RFP and DoD-SSP.

7. Evaluate price proposals.

NOTE: Typically the Soldier will review price proposals to determine whether or not they appear reasonable in comparison with the Independent Government Estimate (IGE) and other proposals. When reviewing price proposals, be sure to review both individual line item prices as well as the overall price to check for unbalanced pricing and determine reasonableness.

NOTE: Typically, for military funded construction contracts, a proposal is considered fair and reasonable if it is within 15% of the IGE or other offerors. This is because EFARS 36.205-100, Cost Limitations in Military Construction Contracts, stipulates that award of a contract for military construction (MILCON) shall be approved by the District/Center Commander when the lowest qualifying bid exceeds the IGE, including profit, by more than 15 percent. For Operation and Maintenance (O&M) installation support construction contracts, the Installation Commander or designee approval shall be obtained prior to award of a contract if the proposed contract price exceeds (1) the Government estimate by more than 15 percent, or (2) the funds initially made available by the installation.

NOTE: For civil funded construction contracts, a proposal is considered fair and reasonable if it is within 25% of the IGE. That is because IGE’s for civil works contracts do not include profit, whereas military IGE’s do. IAW 33 U.S.C. 622 and 624, no civil works construction contract shall be awarded if the contract price exceeds the Government estimate prepared in accordance with EFARS 36.203-100 by more than 25 percent.

NOTE: Technical evaluations are conducted without knowledge of offered prices. However, once initial evaluations are concluded, it is permissible for one or more members of the technical evaluation team to serve on the price evaluation team. As a minimum, the Project Manager (PM) or SSEB Chair may need to confirm price reasonableness, particularly for design/build projects where each offeror proposes a different design solution.

8. SSA determines whether award can be made on initial offers or discussions are required.

NOTE: If award on initial offers is in the best interest of the government, proceed to step 11 below.

NOTE: If the SSA determines that discussions are required, even if there is only one offeror that represents the best value to the government, a competitive range must be established and discussions held with all members of the competitive range. In the previous example, a competitive range of one would be established.
9. **Conduct meaningful discussions and request Final Proposal Revisions (FPR)**

NOTE: Be sure to include the following in discussions with offerors (see separate notes below):

- IFNs from the technical evaluation,
- pricing issues or clerical mistakes revealed during the price evaluation
- any responsiveness issues such as signatures, bid guarantees, representations and certifications, or other irregularities that may need to be corrected before award, and
- any questions resulting from the review of the subcontracting plan

NOTE: In addition to the items listed above, check to see if any changes have been made to the Davis Bacon Wage Determination(s). If so, prepare an amendment to the solicitation to include with the request for FPR. It is a good practice to issue an SF1442 with the amendment and get updated signatures with the proposal revision(s). This way, the bid acceptance period is reset, and the contractor can acknowledge any amendments issued after the proposal due date.

NOTE: When writing IFNs it is extremely important to be as clear as possible regarding the deficiency and what information is required from the contractor. Reference the proposal cite and/or solicitation paragraph requiring the information to assist the contractors with providing a complete response. Remember, the purpose of discussions is to obtain the best proposal from each offeror so that the government can make the best value determination. Carefully read the IFN to make sure they are written in complete sentences and you understand what the issue is and what is being required. If you don’t understand it, neither will the contractor.

NOTE: When discussing price, point out any Contract Line Identification Numbers (CLINS) that vary from the IGE by more than +/-15% [25% for civil contracts]. Ask the contractor to specifically verify (not confirm) those CLINS that are below the IGE, that there are no mistakes. This will prevent the firm from being eligible for a correction of a mistake discovered after award.

NOTE: There may be instances when there is nothing to discuss with a firm. In this case, notify the firm that they are in the competitive range and are being given an opportunity to revise its proposal.

NOTE: Obtain legal sufficiency review on both the Competitive Range Determination and the Requests for FPRs.

NOTE: In informal source selection, and sometimes in formal source selection in USACE, the KO establishes the common date and time for receipt of FPRs in the same letter that opens discussions.

10. **Receive and evaluate FPRs.**

NOTE: Ensure a new abstract is prepared and approved as soon as FPRs are received.

NOTE: FPRs are subject to the late proposal provisions in FAR 52.215-1, Instructions to Offerors – Competitive Acquisition

NOTE: If changes to technical proposals are received, reconvene the SSEB to evaluate the FPRs. During this evaluation, the offeror’s rating may or may not be revised, depending upon the response. Ensure SSEB members document any changes to the ratings, and in the case that no change was made, explain why. This will be necessary information to include in the Source Selection Decision Document (SSDD) and to communicate to the offeror during debriefings.
11. **Document the source selection decision.**

NOTE: Even though the Soldier may draft the SSDD for the SSA, it is the SSA’s responsibility to make an independent assessment and document his/her rationale for the source selection decision.

NOTE: Always include a discussion of the price proposals and a fair and reasonable determination for each offer in the SSDD.

NOTE: Obtain legal sufficiency review of the SSDD prior to signature by the SSA.

**Evaluation Preparation and Guidance:** Setup: Discuss the local procedures related to source selection with the Soldier. Explain and provide examples of SSEB training and related documents. Discuss what to look for in an SSEB Board Report. Provide an example of a competitive range determination and review it with the Soldier. Provide an example of an SSA briefing, or discuss local procedures for briefing the SSA. Provide an example of an SSDD.

**Performance Measures:**

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<tr>
<td>1. Explained the difference between clarifications and discussions</td>
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<td>2. Prepared and successfully briefed the SSEB</td>
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<td>3. Prepared and obtained approval of a Competitive Range Determination</td>
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<td>4. Successfully conducted discussions with offerors in the Competitive Range</td>
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<td>5. Prepared a thorough and well-reasoned SSDD and obtained approval</td>
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**References: (See DVD for References)**

Open the NCO Contracting website at [https://kme.usace.army.mil/CoPs/Contracting/default.aspx](https://kme.usace.army.mil/CoPs/Contracting/default.aspx). Accessing this site first will allow the hyperlinks to open.

2. **AFARS Manual No. 2**, Contingency Contracting
3. **DoD Source Selection Procedures**, 4 MAR 2011
4. **DoD Source Selection Procedures Briefing**
5. **EFARS Part 36**
6. **FAR Part 15.3**, Source Selection
7. **FM 4-92** Contracting Support Brigade
8. **FM 4-100.2** Contracting Support on the Battlefield
9. **GRD-09-09**, Contractors Serving on Boards
11. **RPM-08-01**, Use of Non-Government Personnel
Task 2-13
EXPLAIN CONTRACT FUNDING PROCESS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the USACE-peculiar funding process.

Standards: Explained the USACE funding process, different “colors of money,” who is responsible for requesting funds, and the congressional notification process.

Performance Steps:

1. Explain the steps of the funding process for construction contracts:
   a. Receive Project Number and Labor Code from the Project Manager (PM).
   b. Receive Current Working Estimate (CWE) with solicitation package from the PM in order to advertise. (Refer to Task 1-6, Step 7 for a discussion on the CWE.)
   c. The Independent Government Estimate (IGE) needs to be provided to the Contract Specialist “at the earliest practicable time for each proposed contract and for each contract modification anticipated to exceed the simplified acquisition threshold” (FAR 36.203(a)) Typically in USACE the IGE is provided by Cost Engineering prior to proposal closing date.
   d. Receive DA Form 3953 Purchase Request and Commitment (PR&C) with funding or Subject to Availability of Funds (SAF) Letter from PM signed by Resource Management (RM). You must have a certified PR&C with the proper type and amount of funds prior to contract award. In addition, obtain a copy of the Military Interdepartmental Purchase Request (MIPR), DD 448 to ensure the correct Treasury Account Symbol (TAS) is used on the Federal Procurement Data System (FPDS) Contract Action Report (CAR.)
   e. Once the contract is awarded the Contracting Officer (KO) needs to record the obligation of funds in the Corps of Engineers Financial Management System (CEFMS). The legal obligation of funds is the KO signature on the contract action either by hand or electronically. In Contingency environments it is often necessary to sign a hard copy document to execute the action because automated systems are not available. Be sure to record the obligation in the automated systems (SPS/CEFMS) as soon as the systems are available.

2. Explain the purpose of a Funding Authorization Document (FAD)

NOTE: FADs (DA 1323) are the official documentation through command channels for direct funds as appropriated for the district. A USACE site can receive Civil, Military, and Revolving Fund FADs.

NOTE: The budget analyst in the Resource Management Office (RMO) must be granted the FUNDING CREATOR role in the CEFMS in the Role Maintenance Screen 10.16.

NOTE: Direct funds are received through the RMO, Budget Branch (RM-B) from Headquarters USACE via the Program Budget Accounting System (PBAS). To ensure that funds are received in a timely manner, RM-B checks PBAS daily. The budget analyst in RM-B is required to enter both program (work allowance or annual funding program) and funding authority/funding register (apportionment or allotment) in CEFMS. RM-B provides centralized management of FADs. The nature of program, funding authority and funding register requires careful attention upon input and monthly reconciliation of the funding detail with PBAS. A separate FAD is sent for each appropriation/year. Once the FAD is entered in CEFMS,
RM-B will send an email to the responsible employee notifying them that funds are available in CEFMS, and a hardcopy of the FAD will be sent to them.

3. **Explain the different funding programs used in USACE construction contracting.**

NOTE: The Funding Program is located in Section A of the FAD. The funding program is identified by project and/or subprogram level depending on the appropriation.

   a. Military FADS: The funding program defines management structure code, the previous balance, increase/decrease, and the revised net amount. The remarks section further defines the management structure code. The funds are posted using the management structure code in the remarks section.

   b. Civil FADS: The civil FAD is different from the Military FAD in that a work allowance number is referenced (in Section A). The work allowance identifies the funding program. A separate work allowance report is received for each civil FAD. The work allowance identifies the project, management structure codes, and funding changes.

4. **Explain the purpose of the Budget Authority and Funding Register (Section B of FAD).**

NOTE: The funding authority authorizes the amount available for obligation.

NOTE: The funding register establishes authority to commit and obligate by subprogram and/or project as defined by the management structure code. It distributes the funding authority from the appropriation level down to the individual management structure code. There is a separate funding register for each management structure code that receives funds for a specific appropriation. The funding register amount for military projects is established manually. For civil and revolving fund appropriations the funding register is automatically created or updated when the funding program record is created. The only exceptions are civil projects that are cost shared with a Local Sponsor. Cost shared projects must be registered manually. RM-B personnel establish the funding program, authority, and register. The responsible employees or their alternates establish funding accounts.

5. **Explain the purpose of the Funding Account.**

NOTE: The funding account ties the funding program, authority and register to a specific work item. Funds are considered undistributed and are not available to commit and obligate until the register is linked to the work item through the funding account process. The responsible employee (or alternate) for the work item is responsible for distributing the funds into the funding account. There is a separate funding account for each funded work item. The responsible employee determines the amount of funding authority that is distributed to each funding account. If funds are being received for a new project, the responsible employee will be responsible for creating a parent work item. The responsible employee (or alternate) must also create a resource plan for each work item in order to establish the funding account. The responsible employee (or alternate) has the ability to move funds among work items (funding accounts) on the same funding register.

**Evaluation Preparation and Guidance:** Ensure Soldier is aware of the funding requirements needed to support USACE projects. Have someone in RM-B go over a military FAD, and if available a civil FAD to acquaint them with the purpose and content of the form.

**Performance Measures:**

<table>
<thead>
<tr>
<th>Performance Measure</th>
<th>GO</th>
<th>NO-GO</th>
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<tbody>
<tr>
<td>1. Explain what a project number and labor code is and where you get it.</td>
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<tr>
<td>2. Explain what a CWE is and when you get it.</td>
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</tr>
</tbody>
</table>
3. Explain what an IGE is and when you get it. 

4. Explain the USACE PR&C process. 

5. Explain the FAD process. 

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. DA 1323, Funding Authorization Document
2. DD 448 Military Interdepartmental Purchase Request
3. DD 448-2 MIPR Acceptance
4. FAR 36.203 / EFARS 36.203, Government Estimate of Construction Costs
5. FM 1-06 Chapter 1, Financial Management
Task 2-14
PERFORM CONSTRUCTION PRE-AWARD AND AWARD FUNCTIONS

**Conditions:** You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to execute pre-award functions for a construction contract and obtain award of the contract.

**Standards:** All required pre-award functions were completed accurately and timely and obtained legal sufficiency review and award by the Contracting Officer (KO).

**Performance Steps:**

1. **Gather all necessary documents to create the award:**
   a. Approved Source Selection Decision Document (SSDD)
   b. Revised Independent Government Estimate (IGE), if applicable
   c. Check Central Contractor Registration (CCR) for contractor registration, print for the file.
   d. Ensure On-line Representations and Certifications Application (ORCA) is complete, print for the file.
   e. Perform final check of the Excluded Parties List System (EPLS)

   **NOTE:** Per PARC/Policy Alert #10-20, the Federal Awardee Performance and Integrity Information System (FAPIIS), is a database that takes data from CPARS, EPLS, and CCR regarding contractor integrity and performance and consolidates it in one location for KOs to use in their responsibility determinations. FAPIIS is a distinct application that is accessed through the Past Performance Information Retrieval System (PPIRS) and is available to federal acquisition professionals for their use in award and responsibility determinations. FAPIIS provides users access to integrity and performance information from the FAPIIS reporting module in the Contractor Performance Assessment Reporting System (CPARS), proceedings information from the CCR database, and suspension/disbarment information from the EPLS. Access to FAPIIS is granted when approved for access to either PPIRS-RC or PPIRS-SR.

   f. Create appointment letters for Administrative Contracting Officer (ACO), Alternate ACO, Contracting Officer’s Representative (COR), Alternate COR, Property Administrator, etc. Verify that all nominated CORs have met qualification requirements.

   g. Funded Purchase Request and Commitment (PR&C) associated Military Interdepartmental Purchase Request (MIPR) with applicable Treasury Account Symbol (TAS) and “Authority to Award” (Design Directives Code 9).

   h. If applicable, obtain current Davis Bacon wage rates (need most current incorporated into the contract at time of award), may need to reopen discussions if wage rates have changed, up to time of award.

   i. Obtain proof of Defense Base Act (DBA) Insurance (OCONUS contingency) (required prior to Notice to Proceed (NTP) see Task 3-2.

   j. Verify bonding capacity and that the surety will provide performance and payment bonds (if determined applicable). See Task 2-1, “Develop an Acquisition Plan for a Construction Contract.”
2. **Submit pre-award Theatre Business Clearance (TBC) to CENTCOM.** If award is for a project in Iraq or Afghanistan, submit Preaward TBC request to CENTCOM Contracting Command (C3). Follow TBC guidance at CENTCOM website.

3. **Conduct Joint Contingency Contracting System (JCCS) Vendor Vetting** – Ensure selected contractor is registered in JCCS in order to be eligible for award (similar to CCR) and once registered, offerors and potential awardees are vetted and verify contractor compliance with Synchronized Pre-deployment and Operational Tracker (SPOT) requirements. The vetting process is similar to EPLS, in that only approved vendors are eligible for contract award. See C3 Acquisition Instruction 25.7704-120 “Vendor Vetting (Iraq and Afghanistan)” for more information.

   NOTE: Vendor vetting is a process to determine eligibility for contract award for non-U.S. vendors operating in Iraq and Afghanistan. United States Forces – Afghanistan (USFOR-A) FRAGO 10-330 and United States Forces – Iraq (USF-I) FRAGO 0691 establish the requirements and procedures for vendor vetting. Vendor vetting is applicable to all awards of, and options for, any contracts or Blanket Purchase Agreements (BPAs) to all non-US vendors ≥ $100K in Iraq and Afghanistan. Although, not required under $100K, it is highly recommended that all vendors who want to do business should be submitted for vetting.

   NOTE: Contracting Officers can request vetting of all vendors/offerors; vendors/offerors in the competitive range; or apparently successful vendors/offerors at their discretion. In order to avoid potential delays in contract award due to pending vendor eligibility, contracting officers are encouraged to have the Business Advisor ensure vendor is 100% compliant and submit vendors for vetting as early as possible in the procurement process.

   NOTE: The Synchronized Predeployment and Operational Tracker – Enterprise Suite (SPOT-ES) is a joint collection of systems employed for the management, tracking and visibility of federally contracted personnel and their capabilities authorized to accompany U.S. forces overseas. SPOT-ES captures data relating to logistics, operations, planning and reporting of contractor status, and makes it available to government and federal contractor stakeholders. SPOT-ES tracks contract and contractor data in support of CENTCOM, EUCOM, PACOM, AFRICOM, SOCOM, and most recently, SOUTHCOM in support of Haiti relief efforts. As the importance of operational contracting support has grown, SPOT-ES has been incorporated into COCOM exercises worldwide.

4. **Perform and document Pre-Award Survey**
   
   a. Obtain Banking Information; contact bank to ensure sufficient resources are available
   
   b. Obtain Surety Information; contact bonding agent to inquire about previous defaults, Miller Act claims or any negative comments or adverse actions.
   
   c. Query Past Performance Information Retrieval System (PPIRS) for Construction Contractor Administration Support System (CCASS), and if design/build, Architect-Engineer Contract Administration Support System (ACASS) evaluations if not retrieved during source selection.

   NOTE: See Procurement Instruction Letter (PIL) 2011-04, Contractor Performance Assessments for more information.

   NOTE: Check local procedures for the format used to document the Pre-Award Survey and Responsibility determination.

   NOTE: The responsibility determination may be incorporated into the SSDD but must be easily identified as such and address all elements from FAR technical/ financial capability and ethics.

6. **Prepare letters for Unsuccessful Offerors.** See Task 3-1 for performance steps.
5. Prepare Congressional Notification (>6.5M, including options) IAW DFARS 205.303 and AFARS 5105.303, Announcement of contract awards.

6. Prepare Award correspondence:
   a. Contract transmittal letter
   b. ACO/Alternate ACO Appointment letters
   c. COR/Alternate COR Appointment letters
   d. Property Administrator letter
   e. Department of Labor Notification Letters, if applicable

7. Check for security issues (refer to local procedures)

8. Incorporate accepted proposal(s) by date into the contract

9. Build the contract in SPS/PD²

10. Create the obligation in the Corps of Engineers Financial Management System (CEFMS) and print obligation screen for KO

    NOTE: See references for step-by-step instructions on how to enter an obligation into CEFMS.

11. Print the award documents and properly prepare the contract file for review

12. Obtain KO review, make corrections, and obtain legal sufficiency review

13. Obtain Contract Peer Review, if applicable

14. Ensure Congressional Notification has been made, if required

    NOTE: If small business set-aside (SBSA), provide advance notification to all offerors of selected awardee a minimum of 5 days prior to award IAW FAR 15.303(a)(2), Preaward Notices for Small Business Programs, unless waived.

    NOTE: This notification does not apply when using authority of DFARS 225.77 to restrict to services from Iraq or Afghanistan.

15. Obtain contract award and recording of obligation in CEFMS

16. Prepare and issue award synopsis IAW FAR 5.3, Synopses of Contract Awards; notify PDT of award

    NOTE: Contract awards in excess of the simplified acquisition threshold should be synopsized IAW with FAR 5.301.

17. Transmit contract to contractor, ACO and COR

    NOTE: See Task 3-1 for Notification and Debriefing of Unsuccessful Offerors

    NOTE: See Task 3-2 for performance steps required immediately after award, but prior to Notice to Proceed (NTP).
**Evaluation Preparation and Guidance:** Setup: Provide the Soldier with any local processes or policy as it relates to contract preparation and award. Review contract preparation steps with the Soldier to ensure ability to complete these tasks. Provide Soldier a scenario with an awarded contract and have them prepare synopsis and Congressional notification.

**Performance Measures:**

1. Execute the steps required to prepare a contract for award
   - GO
   - NO-GO
2. Identify special requirements based on your theater of operations
   - GO
   - NO-GO
3. Prepare a TBC request for a project to be awarded in Afghanistan
   - GO
   - NO-GO
4. Create an obligation in CEFMS
   - GO
   - NO-GO
5. Prepare a Congressional Notification Document
   - GO
   - NO-GO
6. Prepare and issue an award synopsis
   - GO
   - NO-GO

**References: (See DVD for References)**


1. Army Contract File Index
2. C3 Acquisition Instructions (AI), CENTCOM Contracting Command Acquisition Instructions.
   (NOTE: Although the C3 AI's are not applicable to USACE contracting offices, the reference provides good general situational awareness for Soldiers and KOs.)
3. CCR
4. CEFMS Instructions
5. Contract Award Checklist
6. Contracting Officer Tool Kit
7. Contracting Officer’s Guide for Theater Business Clearance
8. CPARS
9. DFARS 205.303/ AFARS 5105.303, Announcement of contract awards
10. DPAP Memo, Jan 28, 2008, SPOT Implementation Guidance
12. EPLS
13. Email, FW INFOACTION Procurement Instruction Letter (PIL) 2011-04 Contractor Performance Assessments

14. Email, FW INFOACTION Procurement Instruction Letter (PIL) 2011-05 USACE Defense Base Act (DBA) Insurance Program FY11

15. FAPIIS

16. FAPIIS Article

17. FAR 5.3, Synopses of Contract Awards

18. FAR 15.303(a)(2), Preaward Notices for Small Business Programs

19. FAR and DFARS Dollar Thresholds 18 NOV 2010

20. FY11 PROSPECT 366 Construction Contract Administration Student Manual

21. GRD-09-05 Contract Files and Reviews (Rev 2 Oct 09)

22. GRD-09-15 JCC-I Awards

23. GRD-09-16 SPS (with "How To" attachments 1-4)

24. Iraq-Afghanistan TBC Guide

25. JCCIA PCO Checklist

26. JCCIA SPS Checklist

27. Joint Contingency Contracting System (JCCS) Vendor Vetting

28. ORCA

29. PASS (Afghanistan pre-award tracking system)

NOTE: PASS is the system used by PM down range in lieu of P2. Send an email to aed.ppmd.database.help@usace.army.mil to request a user ID and password.

30. PIL 2007-06 Distribution of Contract Materials that are Sensitive

31. PIL 2008-05 Synchronized Predeployment Operational Tasker (SPOT)

32. PIL 2008-10-2 Contracting Officer's Representative Training

33. PIL 2009-08 Public Disclosure of Justification and Approval Documents

34. PIL 2009-11 Upward Reporting of After-the-Fact J and As

35. PIL 2011-02 Appointment of Contracting Officer's Representatives

36. PIL 2011-04 Contractor Performance Assessments

37. PIL 2011-05 USACE DBA Insurance Program

38. PPIRS
39. **RPM 09-03**, Posting Sole Source Documents

40. **Sample Award Letter**

41. **Sample Contract Award Notification**

42. **Sample New Award Letter**

43. **Sample Price Reasonableness Form**

44. **Sample SPOT Compliance Letter**

45. **SOP-01** Pre-Award Scheduling System (PASS)

46. **SOP-02** Contract Award Notifications

47. **SOP-03** Contract Distribution

48. **SOP-04** TBC SPOT

49. **SPS Tips, Hints and Tricks**

50. Synchronized Pre-deployment and Operational Tracker (**SPOT**)

51. Synchronized Predeployment and Operational Tracker – Enterprise Suite (**SPOT-ES**)

52. **TBC SOP Document**

53. **Template Letter for COR Appointment**

54. **Template Letter for ACOR Appointment**

55. **Theatre Business Clearance**
Task 2-15
PROCESS PRE AND POST AWARD PROTESTS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned the task of explaining pre and post award protest procedures that are unique to USACE contracting.

Standards: Explained steps in processing pre and post award protests that are compliant with USACE Acquisition Instruction (UAI) Part 33. Given notice of a protest, the Soldier is able to correctly identify if the protest is an agency or Government Accountability Office (GAO) protest; a pre or post award protest; identify the approval authority required to proceed with award or work; correctly establish the protest period given the date of contract award; and compiled a complete and accurate findings of fact for the basis of the Contracting Officer (KO) Report

Performance Steps:

1. Determine type of protest. Agency or GAO; pre or post award.

2. Establish whether protest is timely.

3. Issue Notification of Protest. Upon receipt of a protest, immediately notify the KO, District Counsel, and Project Manager (PM). In addition, the Regional Principal Assistant Responsible for Contracting (PARC) and the Regional Contracting Chief (RCC) should be notified by the District Contracting Chief/Center Contracting Chief (DCC/CCC) and provided a synopsis of the protest. Upon resolution, the DCC/CCC should provide notification of the protest decision to the PARC for purpose of providing lessons learned and best practices information. The Protest Notification should include the following information:
   a. Solicitation/Contract Number
   b. Project Title and Location
   c. Date Protest Received
   d. Protestor Name and address
   e. Awardee Name and address
   f. Pre-award: status of solicitation/award
   g. Post-award: date of contract award or Notice to Proceed (NTP)
   h. Description/basis of protest
   i. Time constraints

NOTE: For Post-award protests, a copy of the protest should be provided to the awardee. See FAR 33.104(a)(2)(ii) for guidance on procedures if a protective order is in place.

NOTE: The Office of the Chief Counsel shall be advised of any protest of national significance or precedential nature. The Chief Counsel may choose to intervene in any case, to include removing the
case from the general delegation. The Division and Center Counsel may consult with the Office of the Chief Counsel in any protest as deemed necessary.

NOTE: If, after bid opening, an apparent low bidder protests the reasonableness of the Independent Government Estimate (IGE), the KO shall provide the details of the IGE to the protester upon receipt of complete details of the protester’s estimate. The details of the IGE and protester’s estimates are not to be disclosed to third parties.

4. **Determine whether solicitation, award or contractor performance activities must be suspended.**

NOTE: **Agency Protest Before Award.** Upon receipt of an agency protest before award, a contract may not be awarded, pending agency resolution of a protest, unless contract award is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the government. Such justification or determination shall be approved by the Head of the Contracting Activity (HCA) on a non-delegable basis. For USACE, the Chief of Engineers is the HCA.

NOTE: The findings for authorization of contract performance should be processed in accordance with the requirements provided at UAI 33.104(b)(1), Protests before award.

NOTE: **Agency Protest After Award.** Upon receipt of an agency protest within 10 days after contract award or within five days after a debriefing date offered to the protester under a timely debriefing request in accordance with FAR 15.505 or 15.506, whichever is later, the KO shall immediately suspend performance pending resolution of the protest within the agency, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Government. Such justification or determination shall be approved by the HCA on a non-delegable basis.

NOTE: **GAO Protest.** All requests to the Office of the Deputy Assistant Secretary of the Army (Procurement) (DASA (P)) for approval to award a contract or issue a NTP, notwithstanding a protest, shall be forwarded through the appropriate PARC office to the Director, National Contracting Organization (NCO), for processing and transmittal to DASA (P). It should be noted that the override approval standard is very high. Generally such request shall be submitted to the USACE Director, NCO within three days of notice of the protest [see AFARS 5133.104(b)(1)(B)]. The request shall include a complete explanation for the need to award or proceed with performance of the contract, including costs and other impacts, and the KOs Report with the analysis and documentation set forth in FAR 33.104(a)(3). In addition, the request shall address the likelihood of the agency successfully defending the protest on the merits. The request shall be reviewed for legal sufficiency at the originating office and at each office required to concur with the request.

5. **Determine the resolution authority for the protest.**

NOTE: Where appropriate, KOs are encouraged to use Alternative Dispute Resolution (ADR) procedures to resolve Agency protests.

NOTE: The USACE agency protest process provides an independent review at a level above the KO. In response to each agency protest, the appropriate KO shall submit an agency protest report, with the analysis and documentation set forth in FAR 33.104(a)(3) and UAI 33.190-102.

NOTE: **Agency Protests.** The Chief Counsel is authorized to decide all agency protests with power of delegation. The Chief Counsel has delegated the authority to decide agency-level protests to the following Division or Center Counsels: Lakes and Rivers Division (LRD), Mississippi Valley Division (MVD), North Atlantic Division (NAD), Northwestern Division (NWD), Pacific Ocean Division (POD), South Atlantic Division (SAD), Southwestern Division (SWD), South Pacific Division (SPD), Transatlantic Division (TAD), and the Huntsville Engineering and Support Center (HNC). Such authority is without the power of redelegation. The Chief Counsel has delegated authority to decide agency level protests in the Humphreys Engineer Center Support Activity (HECSA), and the Engineer Research Development Center.
(ERDC) to the Assistant Chief Counsel for Procurement Law and Contract Disputes. Divisions, and Centers with delegated authority shall furnish copies of all final agency decisions to the Office of the Chief Counsel, within five days after the decision is signed.

NOTE: GAO Protests. The Chief Counsel has the authority to determine the final agency position for GAO protests with power of delegation. The Chief Counsel has delegated authority to determine the final agency position for GAO protests to the following Division or Center Counsels: LRD, NAD, NWD, POD (for Alaska District only), SAD, SPD, SWD, TAD, ERDC, and HNC. Such authority includes the power for Division Counsel to redelegate to the Districts. Delegated protests shall be processed in accordance with procedures established by the respective Division Counsels. Offices with delegated authority must furnish copies of all final agency positions (excluding exhibits) to the Office of the Chief Counsel, as soon as practicable after the position is signed. At the discretion of the Chief Counsel, draft copies may be requested for review prior to transmission to GAO. Final agency positions include the agency report and agency response to protester comments, as well as any dispositive motion submitted by the agency.

The Chief Counsel has retained authority to determine the final agency position for GAO bid protests in the MVD, HECSA and POD (for all Districts except Alaska). Counsel at such offices shall forward the KOs Report directly to the Office of the Chief Counsel within 15 days of the telephonic notification from GAO, for determination of the final agency position on the protest. A copy shall be simultaneously sent to the Division Counsel for review and comment. Each KOs Report submitted shall include the analysis and documentation set forth in UAI 33.190-100.

6. Coordinate with Office of Counsel (OC) to determine whether grounds for dismissal of GAO protest are present.

NOTE: Immediately after receipt of a complete copy of the protest, counsel assigned to the case should consider whether a request for summary dismissal is appropriate. If summary dismissal of the protest or certain grounds of the protest is warranted, a request must be submitted to the GAO within five days, with a copy provided to each interested party. The written request should clearly indicate the protest number, the grounds of the protest that should be dismissed, and the reasons for dismissal. Where appropriate, counsel who has delegated bid protest authority should contact the assigned GAO attorney telephonically to inform them of the agency’s intent to submit a request for summary dismissal. Subsequently, the request and supporting documents should be sent by facsimile and e-mail to the GAO attorney and each interested party.

7. Identify the basis or bases of protest.

8. Develop the Findings of Fact for the KO Report

9. Contact the protestor in an effort to have the protest withdrawn. Typically, the KO, or if the contractor has an attorney – Counsel, will be the one to contact the protestor, but you can assist by completing the fact finding and developing arguments/positions for the KO/OC to use when talking with the contractor or its representative.

10. Develop KO report. In addition to the documents described in FAR 33.103(d) and 33.104(a) (3), each KO Report on an agency or GAO protest shall include:

   a. Findings of fact prepared with complete supporting documentation addressing all facts, favorable and unfavorable to the KOs position.

   b. Analysis by legal counsel with citation to pertinent decisions of the Comptroller General and other relevant authority.

NOTE: The KOs Report shall not be released to any member of the public, including the protestor and other interested parties, without the prior approval of the office having authority to decide an agency protest or to determine the final agency position on a GAO protest.
NOTE: The KOs Report should be assembled in a secure binder fastened at the left side with a fastener that will permit the full page to be read. The index of all documents should be placed as the first page. Each document should be separated by a divider with a tab attached and labeled. The KOs statement should be paginated. Sizable files should be divided into two or more volumes. The cover of the report should identify it as the protest file and include the file number. Drawings should be folded and placed into an envelope in the binder. The solicitation/contract should be enclosed as a separate exhibit if it is voluminous in size. With GAO’s prior approval, the administrative report may be submitted on a compact disc or via e-mail. If submitting an administrative report electronically, the documents shall be submitted in .pdf format.

11. Make copies of the protest file for KO, OC, RCC, and Division Counsel. If a GAO protest, make additional copies for HQ and GAO.

Evaluation Preparation and Guidance: Setup: Brief Soldier on the protest process and provide a sample of a protest file for the Soldier to use to become familiar with the products. Evaluator will notify Soldier that activity has received a protest and provide a copy of the protest and its timing in relation to award. If a new protest is not available, use a previous protest to evaluate performance.

Performance Measures:

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<tr>
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<th>GO</th>
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<tbody>
<tr>
<td>1. Upon award of a contract, correctly established the protest period for offerors, with and without debriefings</td>
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<tr>
<td>2. Correctly determined the type of protest</td>
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<td>3. Provided proper notification to appropriate organizations</td>
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<tr>
<td>4. Identified which procurement/performance activities need to be suspended</td>
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<td>5. Identified approval authority required to proceed with award/work in the face of a protest</td>
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<td>6. Identified the basis of the protest</td>
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<td>7. Explained what should be included in the findings of fact for subject protest</td>
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</table>

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. FAR / DFARS / AFARS / EFARS / UAI Part 33, Protests, Disputes, and Appeals
Task 2-16
PROCUREMENT OF CONSTRUCTION PHASE SUPPORT SERVICES

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the USACE policy on the procurement of construction phase support services.

Standards: Explained the command policy on the procurement of construction phase support services, including when they should be procured as Architect – Engineer (A-E) services under the Brooks Act or as professional services.

Performance Steps:
1. Read and understand command policy as outlined in Engineering and Construction Bulletin (ECB) 2009-5.
2. Identify services in a Statement of Work (SOW) for Construction Support which fall under the definition of A-E services.

Evaluation Preparation and Guidance: Setup: Provide an SOW for construction phase support services to the Soldier so they can identify A-E and non-A-E services.

Performance Measures:
1. Explained the command policy on the procurement of construction phase support services. 
2. Given a SOW for construction support services, identified which services are considered A-E in nature
3. Determined whether the SOW should be procured as A-E or professional services

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. ECB 2009-5, Procurement of Construction Phase Support Services
2. FAR / DFARS / AFARS / EFARS 36.6, A-E Contracting
Task 2-17

PROVIDE CONTINGENCY CONTRACTING SUPPORT IN CONUS TO A FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTINGENCY RESPONSE TEAM (CRT)

**Conditions:** You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You are tasked with deploying in support of a FEMA CRT in response to a disaster relief mission in a Continental-US (CONUS) location. The Governor has requested a disaster declaration and The President of the U.S. has signed an emergency declaration for the affected area.

**Standards:** Explained how to maintain readiness as part of a USACE Planning and Response Team (PRT)/Contingency Response Team (CRT). Explained the process necessary to successfully deploy in support of federal disaster relief effort, integrating with a FEMA or USACE District CRT. Explained the limitations, regulations and procedures for this task to a supporting unit, and/or personally executed the task(s). Prepared an after-the-fact Justification and Approval (J&A) for Special Competition Advocate approval.

Additionally, you must have a FEMA mission assignment with funds prior to committing the Government. Work closely with the assigned FEMA coordinator or if working with / supporting a USACE District, the Emergency Operations Center (EOC) will have and or provide these documents for your files. (Demand them if they don’t) Demonstrate how to employ proper contracting procedures in support of a CONUS disaster recovery mission.

**Performance Steps:**

**Flood Fight Mission**

NOTE: Flooding is the most common and deadly natural disaster in the US each year. One of USACE’s main missions is providing assistance when annual disasters or other emergencies occur. Emergency preparedness and response is primarily a state and local municipality responsibility. USACE is authorized IAW Public Law 84-99 to supplement the resources of local interests in time of flood, to repair or restore flood control structures damaged or destroyed by floods, and to initiate the construction of individual flood control projects. (See PL 84-99 Fact Sheet.) Other natural disasters (tornado or hurricane) may be supported when properly authorized by a FEMA mission requirement through a pre and or post declaration.

NOTE: Under the Flood Control and Coastal Emergencies Act, Public Law (PL) 84-99, USACE has authority to conduct emergency management activities, including:

Preparedness: The law establishes an emergency fund to prepare for emergency response to natural disasters, flood fighting and rescue operations.

Response Activities: USACE may supplement state and local entities in flood fighting in urban and other nonagricultural areas under certain conditions.

Rehabilitation: USACE may execute rehabilitation or restoration to pre-disaster status of eligible flood protection systems. USACE coordinates levee repairs following a natural disaster where flood protection works are damaged.

NOTE: The following actions will occur prior to receipt of a Purchase Request and Commitment (PR&C):

- Emergency Manager and other primary staff recommend to the District Engineer to declare an emergency situation.
• Citing PL 84-99 the District initiates actions to prevent or mitigate major property damage or destruction resulting from forecasted imminent flooding.

• Local Levee Boards indicate they aren't capable of performing the required actions in advance of the imminent flood event.

• The District EOC requests through Division to Headquarters USACE FCCE funding to initiate contract actions.

1. Receive requirement and certified PR&C, initiate contract actions implementing authorized contingency / emergency flexibilities to support flood fight or levee rehabilitation activities.

NOTE: USACE Emergency Flood Fight Response includes deploying flood fighting materials and supplies such as sandbags, HESCO bastions, pumps, and expedient flood fight products to threatened communities to supplement local response. Additionally, emergency acquisition flexibilities and emergency assistance activities are in place to facilitate acquiring flood fighting supplies, materials, rental of additional pumps and equipment, etc. as the situation warrants. Finally, USACE contracts for the construction of temporary emergency structures (levees) and may perform rehabilitation and restoration to the affected areas to pre-event capacity / levels after the disaster event.

NOTE: Mississippi Valley Division, Rock Island District (MVR) is the Center of Expertise for flood fight materials and equipment. If your mission requires sand bags (small / large), HESCO bastions (various sizes), HESCO lifters etc. please contact the MVR Contracting Office at 309-794-5312 and determine if they can support your mission or request your EOC contact other USACE Districts prior to spending funds on items that may be currently stored in a USACE facility.

Tornado Recovery Mission:

NOTE: The following actions will occur prior to receipt of a PR&C:

• Receive notification of possible mission from FEMA

• Governor request Presidential Disaster Declaration

• Presidential Declaration

• FEMA requests USACE support and issues Mission Assignment to survey disaster area.

• Survey disaster area and determine mission requirements (e.g., debris removal, temporary public structures, power mission, commodities, blue roof, etc.)

• Receive funding for specific missions (e.g., debris removal, temporary public structures, etc.)

2. Initiate contract actions using pre-existing Advance Contract Initiatives (ACI) contract vehicles or establish local contracts IAW PL 93-288 (Stafford Act), as amended by PL 100-707, set a-side for contractors in the affected area implementing IAW authorized contingency / emergency flexibilities.
NOTE: Available Advanced Contract Initiatives (ACI) contracts are located on Engineers Link Interactive (ENGLink) (use your normal login and oracle password) under the Tech Library pull down tab. ACI contracts are available for debris removal, temporary power, temporary roofing, ice and water.

NOTE: Stafford Act. FAR 18.203 Emergency Declaration or Major Disaster Declaration – states “Preference will be given to local organizations, firms, and individuals when contracting for major disaster or emergency assistance activities when the President has made a declaration under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Preference may take the form of local area set-asides or an evaluation preference.”

NOTE: FAR 26.2 provides a preference for local organizations, firms, and individuals when contracting for major disaster or emergency assistance activities. Further, 26.202 – Local Area Preference – states “When awarding emergency response contracts during the term of a major disaster or emergency declaration by the President of the United States under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C.5121, et seq.), preference shall be given, to the extent feasible and practicable, to local firms. Preference may be given through a local area set-aside or an evaluation preference.” See FAR 26.203 Transition of Work – if ACI contracts are initially used to meet immediate requirements following a disaster you must transition the effort to local firms, unless the Head of the Contracting Agency (HCA) determines in writing that it is not feasible or practicable.

Hurricane Mission:

NOTE: The following actions will occur prior to receipt of a PR&C:

- FEMA determines a hurricane land strike is imminent.
- USACE Planning Response Teams (PRT’s) are placed on notice for possible deployment.
- FEMA issues Pre-Declaration funding to preposition personnel and assets.
- FEMA issues Post Declaration funding authorizing specific missions to USACE

3. Initiate contract actions using ACI contract vehicles or establish local contracts IAW PL 93-288 (Stafford Act) set a-side for contractors in the affected area implementing authorized contingency / emergency flexibilities.

See notes above.

Evaluation Preparation and Guidance: Setup: Explain ENGLink and how it is used to manage emergency operations, and assist Soldier in getting registered. Brief Soldier on the natural disasters that are typically encountered in your AOR and how response activities are conducted.

Performance Measures:

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</table>
1. Describe what declarations and requests must be made, and at what level for flood, tornado or hurricane emergency response |   |   |
2. Explain the Stafford Act and its purpose |   |   |
3. Identify what the 5 ACI preplaced contracts are for

4. Describe the acquisition / contracting flexibilities available in conjunction with an emergency or disaster event.

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. BG Harrison Testimony to Senate Small Business Committee – 15 SEP 2011 (Disaster Response)
2. ER 500-1-1, Emergency Employment of Army and Other Resources Civil Emergency Management Program
3. FAR Part 18.2 Emergency Acquisition Flexibilities
4. FAR Part 26.2 Disaster or Emergency Assistance Activities
5. FEMA Support SOP (SPK)
6. PIL 2007-03-01 Contingency Contracting Training
7. PIL 2008-08 Commander’s Emergency Response Program (CERP)
8. PL 84-99 Fact Sheet
9. PL 93-288, Stafford Act
10. PL 100-707 Robert T. Stafford Disaster Relief and Emergency Assistance Act
11. USACE Emergency Support Function (ESF) #3, Field Guide dated June 2009

NOTE: In addition to the ESF #3 Guide there are several folders with useful information regarding FEMA support missions. Following is a list of the folder titles, as listed on the above website and Reference DVD, to help you find the information you require:

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<td>Civil Works Reference</td>
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CONSTRUCTION

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<td>Explain the Types and Battle Rhythm of Datacalls and Recurring Reports</td>
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Task 3-1
NOTIFICATION AND DEBRIEFING OF UNSUCCESSFUL OFFERORS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to prepare letters notifying unsuccessful offerors of their non-selection and conduct a debriefing of an unsuccessful offeror.

Standards: Prepared unsuccessful offeror letters that were clear, concise and informative and participated in or conducted a debriefing of an unsuccessful offeror.

Performance Steps:

1. Prepare unsuccessful offeror notices.

NOTE: Unsuccessful offeror letters are sometimes referred to informally as “sorry letters.”

NOTE: The type of information that must be included in the notice will depend upon whether it is sent before or after contract award. See FAR 15.505 for pre-award; FAR 15.506 for post-award.

a. Pre-award Notice. Pre-award notices must be provided promptly to any offeror whose proposal was excluded from the competitive range or otherwise eliminated from the competition before contract award. The following information must be included in the notice:

1) A summary of the basis for the determination.
2) A statement that the Government will not consider any further proposal revisions from the offeror.
3) Advise the unsuccessful offeror that it may request a pre-award debriefing or wait until after award when more information will be available.

NOTE: If the offeror requests a pre-award debriefing, only a limited amount of information can be provided. This includes the evaluation of the significant elements of the offeror’s proposal and a summary of the rationale for eliminating the offeror from the competition as described in FAR 15.505(e).

NOTE: Small business offerors are entitled to additional information as described in FAR 15.503 IAW FAR 19.302(d)(1).

NOTE: After contract award and upon written request from an offeror who previously received a pre-award notice, the KO must provide the offeror the information normally provided as part of a post-award notice.

b. Post-award Notice. Post-award notices must be provided within three days of the date of contract award to any offeror whose proposal was in the competitive range but was not selected for award or who had not received a pre-award notice. The following information must be included in the notice:

1) Number of proposals received.
2) Name(s) and address(es) of awardee(s).
3) Items, quantities, and unit prices of each awardee. If listing the unit prices is impracticable, include only the total contract price. (However, upon request, the items, quantities, and any stated unit prices of each award shall be made publically available.)

4) A summary of the reason(s) the offeror’s proposal was not selected, unless the price information readily reveals the reason.

5) Notice of right to request a debriefing.

2. **Schedule a debriefing as soon as possible after receipt of written request IAW FAR 15.503.**

   NOTE: Typically the KO conducts the debriefing; however local policy may allow a contract specialist to conduct a debriefing on behalf of the KO. It is up to the KO to determine whether the Chairman of the SSEB participates in the debriefing.

   NOTE: Debriefing should occur within 5 days after request if practicable as described in FAR 15.506(a)(2).

3. **Prepare for the debriefing.** Develop a standard script with fill-ins. This prevents rambling. The best debriefing document is the evaluation team’s scrubbed consensus report of the offeror’s proposal with weaknesses and deficiencies documented for each factor.

4. **Conduct the debriefing.** IAW FAR 15.506(d) the following information, as a minimum, must be provided to each offeror who is debriefed:
   
   a. Evaluations of significant weaknesses and deficiencies in the offeror’s proposal.
   
   b. Overall evaluated price of the successful offeror and debriefed offeror.
   
   c. Past performance information on the debriefed offeror.
   
   d. Summary of rationale of award.

   NOTE: The purpose of the debriefing is to explain why a firm was not selected, and provide information on how the firm can improve its proposal in the future.

   NOTE: A best practice is to provide the offeror with debrief information with the unsuccessful letter. This reduces the number of debriefs held and helps your evaluation boards to understand the level of detail needed to support adjectival ratings.

   NOTE: Plan to spend about one-third of the time explaining why the firm was not selected, and the rest of the time going through the proposal identifying areas that were well presented and those that could be improved, providing specific advice, if possible, on how to improve.

   NOTE: The successful offeror is also entitled to a debriefing if requested in writing.

**Evaluation Preparation and Guidance:** Setup: Brief the Soldier on the purpose and content of “sorry letters.” Have the Soldier attend a debriefing as an observer prior to participating in one.

**Performance Measures:**

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1. Explained the purpose and key information contained in a “sorry letter.”

2. Prepared a complete and accurate “sorry letter” and obtained legal and KO approval
3. Explained the purpose and the key components of a debriefing

4. Developed a post-award debriefing packet.

5. Assisted the KO in preparing for the debriefing and participated in a debriefing.

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. FAR 15.503 /EFARS 15.503, Notification of Unsuccessful Offerors

2. FAR 15.505 /EFARS 15.505, Pre-award Debriefing of Offerors

3. FAR 15.506, Post-award Debriefing of Offerors
Task 3-2
CONDUCT POST AWARD FUNCTIONS UP TO NOTICE TO PROCEED (NTP)

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to execute the steps required to issue a NTP for a construction contract.

Standards: Identified and successfully completed the steps required after contract award in order for the Contracting Officer (KO) to issue an NTP.

Performance Steps:

1. Receive signed acknowledgement of the Notice of Award from the Contractor. (See References for a Sample Award Letter)

2. If awarding a contract for performance outside the United States, require the contractor to provide evidence of coverage from the USACE mandatory Defense Base Act (DBA) insurance provider.

NOTE: The prime and sub-contractor(s) do not need to provide proof of paid invoice to the DBA insurance provider prior to NTP; rather they need to simply provide proof of insurance (i.e. email from the DBA insurance provider). However, the government must be provided a copy of a paid invoice prior to progress payments being made. Do not pay DBA Insurance Premiums without proof (Paid Invoice).

3. Issue Travel Warning Notifications.


4. Obtain proof of Synchronized Pre-Deployment Operational Tracker (SPOT) entry of employees performing work under this contract.

NOTE: See PIL 2008-05 Synchronized Pre-Deployment Operational Tracker.

6. Obtain Electronic Funds Transfer (EFT) Wire Transfer Form and any other banking information required by contractor.

7. Obtain approved Security Plan for theaters that require contractors to contract or self perform security.

8. Receive and evaluate Performance and Payment Bonds.

NOTE: Reference Policy “NCO Guidance on Construction Contract Bonding” where Contractor Performance is in the CENTCOM AOR” when you anticipate Miller Act requirements in the CENTCOM AOR.

9. Coordinate with Construction Division for post award or pre-construction conference (typically referred to as the Pre-con). Follow local policy as to whether this occurs before, after or concurrent with NTP issuance.

10. Issue NTP to contractor and request acknowledgement.
11. **Obtain acknowledgement of NTP from contractor.** Notify PDT of acknowledgement date as this begins contract performance period.

12. **Record/update contract completion dates in Department of Defense Standard Procurement System/Procurement Desktop Defense (SPS/PD²) and Resident Management System (RMS).**

   NOTE: These steps are a guideline and subject to change based on the policy in your District or Theater of Operations. This NTP checklist is designed around an Afghanistan scenario. Every KO needs to maintain the foresight and initiative to update their local NTP procedures.

**Evaluation Preparation and Guidance:** Brief the Soldier on the requirement for NTP and give them sufficient information that they would be able to explain the steps required to issue an NTP.

**Performance Measures:**

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<tbody>
<tr>
<td>1. Explained the steps required for NTP In your AOR</td>
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<tr>
<td>2. Explained the statutory requirement and purpose of performance and payment bonds</td>
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<tr>
<td>3. Reviewed Payment and Performance Bonds and completed the review checklist</td>
<td>____</td>
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<tr>
<td>4. Issued NTP letter, received acknowledgement and successfully updated SPS/PD²</td>
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</table>

**References:** (See DVD for References)

Open the NCO Contracting website at [https://kme.usace.army.mil/CoPs/Contracting/default.aspx](https://kme.usace.army.mil/CoPs/Contracting/default.aspx). Accessing this site first will allow the hyperlinks to open.

1. **C3 Acquisition Instructions** (AI), CENTCOM Contracting Command Acquisition Instructions  
   (NOTE: Although the C3 AI’s are not applicable to USACE contracting offices, the reference provides good general situational awareness for Soldiers and KOs.)

2. **Contracting Officer’s Guide for Theater Business Clearance**

3. **DPAP Memo, 2008 JAN 28 SPOT Implementation Guidance**


5. **Email, FW INFOACTION Procurement Instruction Letter (PIL) 2011-04** Contractor Performance Assessments

6. **Email, FW INFOACTION Procurement Instruction Letter (PIL) 2011-05** USACE Defense Base Act (DBA) Insurance Program FY11

7. **Iraq-Afghanistan TBC Guidance**

8. **NTP Requirements Clause** 52.211-10 Commencement, Prosecution, and Completion of Work in accordance with FAR 11.404 Contract clauses (b) Construction.

10. **PIL 2008-05** Synchronized Pre-Deployment Operational Tracker
11. **PIL 2011-05** USACE Defense Base Act Insurance Program FY11
12. **Sample New Award Letter**
13. **Sample SPOT Compliance Letter**
14. **SOP-01** Pre-Award Scheduling System (PASS)
15. **SOP 04** TBC SPOT
16. **TBC SOP** - Contract Instruction Memorandum (CIM) # CT-10-0001
17. **Theater Business Clearance**
Task 3-3
EXPLAIN THE ROLES AND RESPONSIBILITIES OF THE CONSTRUCTION CONTRACT ADMINISTRATION TEAM

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been tasked to explain the roles and responsibilities of a construction contract administration team.

Standards: Clearly and succinctly explained the roles and responsibilities of a construction contract administration team.

Performance Steps:

1. Identify the roles and responsibilities of a construction contract administration team.

NOTE: See FAR 1.602 for roles and responsibilities.

NOTE: In USACE, the term KO refers to the Procuring Contracting Officer (PCO). The terms KO and PCO are used interchangeably; however, KO is used predominately.

Administrative Contracting Officer (ACO). ACOs require DAWIA Level II Certification in the Contracting Career Field in accordance with Procurement Instruction Letter (PIL) 2011-08, Policy for Contracting Officer (KO) Warrants. ACOs may be warranted to make contract changes under applicable clauses for actions not exceeding $500,000 (absolute value—the sum of additions and deletions). ACO authorities may not be further re-delegated. ACOs are Resident/Area Engineers or their assistants. An ACO may be delegated authority subject to the following limitations, to modify construction contracts within the scope of the contract under any of the following clauses:

- Changes (FAR 52.243-4)
- Differing Site Conditions (FAR 52.236-2)
- Variation in Estimated Quantity (FAR 52.211-18)
- Variation in Estimated Quantity- Subdivided Items (EFARS 52.211-5000)
- Value Engineering (FAR 248-3)
- Suspension of Work (FAR 242-14)
- Default (Fixed-Price Construction) (FAR 52.249-10) (limited to time extensions for weather)

NOTE: USACE is unique in using Engineers (0800 series) rather than 1102 (Contracting) series as ACOs. This is due to the need for “on-site” authority and expertise to issue modifications during construction to mitigate impact to schedule/cost.

NOTE: Typically the Soldier will only perform pre-award tasks while assigned to a district office for training. However, when deployed a Soldier may be assigned to an Area Office and must be familiar with contract administration processes in USACE.

Contracting Officer’s Representative (COR). USACE PIL 2008-10-2, Contracting Officer’s Representative Training Requirements, dated 24 March 2009, outlines the requisite training in order to be COR certified. Only the KO may select and designate a COR for a project. The designation is in writing and contains the
roles, responsibilities and limitations of the appointed position.

**Area Engineer**: Maintains responsibility for supervision and administration of projects located on major installations or multiple projects within a geographical area. On contractual matters, Area Engineers, in most cases, report directly to the KO.

**Resident Engineer** is the field office chief, supervisory engineer responsible to the District for the onsite administration and direction of construction contracts. Typical duties may include ACO or COR responsibilities.

**Project Engineer (PE)** is usually the team leader of the quality assurance representative (QAR) staff and may be appointed as a COR.

**Performance Measures:**

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<tbody>
<tr>
<td>1. Identified the roles and responsibilities of a construction contract admin team</td>
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<tr>
<td>2. Explained the authority of construction ACOs in USACE</td>
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<tr>
<td>3. Successfully completed the Construction Contract Admin PROSPECT Course</td>
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**References: (See DVD for References)**

Open the **NCO Contracting** website at [https://kme.usace.army.mil/CoPs/Contracting/default.aspx](https://kme.usace.army.mil/CoPs/Contracting/default.aspx). Accessing this site first will allow the hyperlinks to open.

1. **DOD COR Certification Standard** 18 May 2010
2. **Do’s and Don'ts for CORs and QAs**
3. **FAR 1.602/ DFARS 201.602/ AFARS 5101.602/ EFARS 1.602**, Contracting Officers
5. **GRD 09-07**, COR Appointment and Terminations
6. **PIL 2008-10-2**, Contracting Officer Representative Training Requirements
7. **PIL 2011-02**, Appointment of Contracting Officer’s Representatives
8. **PIL 2011-02 Attachment 1** COR Nomination Memorandum
9. **PIL 2011-02 Attachment 2** COR Designation Memorandum
10. **PIL 2011-02 Attachment 3** COR File Review Checklist
11. **PIL 2011-08** USACE Policy for Contracting Officer Warrants
12. USACE Warrant Management System ([WAMAS](https://wamast.gsa.gov))
13. **WAMAS link and Warrant Request Tips**
Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been tasked to explain the construction contract administration process.

Standards: Explained the construction contract administration process used in USACE.

Performance Steps:

NOTE: Post-award actions (see Task 3-2) that impact the construction contract administration process include:

a. Performance and Payment Bonds Submission by Contractor.

b. Assign Government Contracting Officer Representative (COR) (if not assigned to date).

c. Contract Award Input in the Resident Management System (RMS).

d. Issue Notice to Proceed (NTP) and Contractor Mobilization.

1. Identify the importance and purpose of RMS in the contract administration process (see Task 1-5 for information on RMS).

NOTE: ECB 2002-27 “Construction Modification Reason Codes in RMS (Resident Management System) -- Applicability: Guidance” provides information regarding RMS

2. Describe the importance and purpose of a Preconstruction Conference, Pre-Submittal Coordination Meetings (when appropriate) and Pre-Work Meetings (as designated).

3. Identify the importance, purpose and key players in Progress Payment (ENG 93) Review and Approval Process.

4. Describe how USACE differs from a typical contracting agency in terms of contract administration.

NOTE: Refer to Task 3-8 Construction Contract Modifications.

5. Describe the purpose and process related to Certified Payrolls and Labor Interviews

NOTE: Refer to FAR 22.403-1 and 22.406, Administration and Enforcement for regulatory guidance associated with administration of contracts with Davis Bacon Wage Determinations

6. Identify the areas of performance that construction contractors are evaluated upon and navigate to the Construction Contractor Appraisal Support System (CCASS) website.

NOTE: See PIL 2011-04 Contractor Performance Assessments

Evaluation Preparation and Guidance: Setup: Brief the Soldier on the construction mission of USACE and provide them sufficient information that they would be able to explain the construction contract administration process used in USACE.
## Performance Measures:

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<tr>
<td>Identify the evaluation areas in a CCASS appraisal and navigate to the CCASS site</td>
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</tbody>
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### References: (See DVD for References)


1. ACASS-CCASS Presentation
2. CCASS Policy Manual
3. Do’s and Don’ts for CORs and QAs
4. ECB 2002-27 Construction Modification Reason Codes in RMS (Resident Management System) -- Applicability: Guidance
5. Email, FW INFOACTION Procurement Instruction Letter (PIL) 2011-04 Contractor Performance Assessments
6. FY 11 PROSPECT Course 366 Construction Contract Administration Student Manual
7. PIL 2011-04 Contractor Performance Assessments
8. SAD Contract Administration Manual for Construction Contracts, SADDM-1110-1-1 April 2010
Task 3-5
PERFORM CONSTRUCTION CONTRACT ADMINISTRATION

**Conditions:** You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the limitations/regulations and procedures for this task to a supporting unit, and/or execute the task.

**Standards:** Demonstrated how to administer properly: construction contract labor standards, safety, and quality; transfer administration to an Administrative Contracting Officer (ACO) and monitor; change the contract as necessary; close the contract.

**Performance Steps:**

NOTE: Contracting Officer (KO) responsibilities during administration include a wide range of activities, many of which require coordination with the ACO and other functional offices either in the field or at the district/center offices. Among the responsibilities:

1. **Perform pre-award construction contract administration planning.** Effective construction contract administration begins at the solicitation development stage. Particularly important at this stage is completion and approval of the Biddability, Constructability, Operability and Environmental (BCOE) review, network scheduling analysis and review of technical requirements and specifications. Explanation of the BCOE process is set forth in ER 415-1-11. See also Task 2-6.

2. **After award, transfer administration of the construction contract to an ACO.**

NOTE: ACOs typically work on or near the project construction site and it is not feasible for the KO to conduct day to day contract administration. ACOs may be delegated the authority to conduct the actions set forth in FAR 42.302 subject to the following limitations:

   a. To modify construction contracts within the scope of the contract under the following clauses: Changes (FAR 52.243-4); Differing Site Conditions (FAR 52.236-2); Variation in Estimated Quantity (FAR 52.211-18); provided that no action exceeds $500,000 (if the ACO’s warrant threshold permits);

   b. To modify performance periods for unusually severe weather or delays due to unforeseeable causes under the Default (Fixed Price Construction) clause (FAR 52.249-10);

   c. Modify purchase orders under the Changes (FAR 52.243-4) or Differing Site Conditions (FAR 52.236-2) clause, provided the action does not cause the aggregate value of the order to exceed the Simplified Acquisition Threshold.

3. **Conduct a pre-construction conference/workshop.**

NOTE: Safety issues, safety planning, base access, lay down areas, schedule, quality control, government authority representatives and their authorities should be key components of any pre-construction conference/workshop.

4. **Administer and enforce labor standards.**

NOTE: The KO ensures that labor standards are made a part of the contract by inclusion of the Davis-Bacon Act clauses and current Wage Rate Decision issued by the Department of Labor (DoL). The KO must ensure labor standard compliance of subcontractors at any tier and that the responsibilities are
transmitted to the contractor immediately upon award. All aspects of labor standard compliance should be discussed at the pre-construction conference.

**NOTE:** Compliance is assured by onsite compliance checks which use interviews and inspections to determine the correctness of contractor/subcontractor job classification, pay and fringe benefit rates, proper surveillance of apprentices, and proper disposition of alleged labor violations, if applicable.

**5. Identify the general policy on construction quality management IAW ER 1180-1-6, Construction Quality Management.**

**NOTE:** ER 1180-1-6 defines the responsibilities of the contractor and government in managing quality in construction contracts. In contracts over $1M Unified Facilities Guide Specification 01451, Contractor Quality Control, should be included in the contract to specify guidelines for the quality management program. The specification also provides development of a quality control (contractor)/quality assurance (government) program and the requirement for daily construction logs to support the quality evaluations.

**NOTE:** Prior to work beginning on a construction contract over $25K a notice to proceed (NTP) should be issued in compliance with FAR 52.211-10, Commencement, Prosecution and Completion of Work. The period between contract award and NTP will be used by the contractor to provide bonds, insurance and other administrative requirements.

**NOTE:** All submittals must be accepted by the KO/ACO or COR.

**6. Execute construction contract modifications (see Task 3-8).** As with other contract types, all construction contract modifications are issued pursuant to standard clauses in the contract. Construction contracts have some clauses unique to a construction environment:

   a. Differing Site Conditions (FAR 52.236.2). The Differing Site Conditions clause facilitates modifications to account for site conditions which vary from those represented in the solicitation. The clause specifies that the Government assumes the risk associated with a differing site condition and that contractors should not include contingencies in their bid to cover those risks.

   b. Value Engineering Clause (FAR 52.248-3). The VE Clause encourages the contractor to submit cost savings proposals (Value Engineering Change Proposals, VECPs) that would not impair the essential functions or characteristics of the project. Savings that result from VE proposals are shared between the Government and the contractor as prescribed by the clause.

**7. Explain the use of Unpriced Change Orders (UCO) in construction contracting.** Unpriced change orders for construction contracts are not forward priced but do include all known details of the change, a definitization schedule and, typically, a not to exceed (NTE) price as stated in EFARS 43.102. A UCO is issued unilaterally but the contractor must acknowledge receipt.

**NOTE:** Bilateral modifications are the preferred method. UCO’s should be used sparingly as the need for oversight dramatically increases and there is also cost risk associated with UCOs.

**NOTE:** UCOs are not undefinitized contract actions (UCA) (DFARS 217.7401(d)) but they should be managed in accordance with DFARS guidance for UCAs to the maximum extent practicable to include final definitization of a bilateral modification within 180 days. If an impasse is reached with the contractor on final agreement a unilateral modification may be issued by the ACO/KO. This action should be taken only when all reasonable efforts to reach agreement have been exhausted.

**8. Develop an Independent Government Estimate (IGE).**

**NOTE:** FAR 36.203 requires an IGE for modifications exceeding $150,000.
NOTE: IGEs are prepared without knowledge of the contractor’s proposal. IGEs are used in negotiations to help establish reasonableness of the contractor’s proposal. IGE’s are typically prepared by Cost Engineering; however check local policy to determine whether cost engineering or another discipline prepares IGEs for construction modifications.

NOTE: Portions of the IGE may be revealed by the KO during negotiations but only to the extent necessary to reach a fair and reasonable price.

9. Perform cost or price analysis of contractor proposal. In evaluating a contractor’s proposal for a construction contract modification the ACO/KO may choose to use either cost or price analysis.

NOTE: Price analysis involves evaluation of the total price without regard to its elements.

NOTE: Cost analysis is a far more detailed evaluation of the contractor’s proposal. Cost analysis involves the review and evaluation of each cost element.

NOTE: Price analysis is the preferred method when the KO can determine from the contractors proposal that the requirement is clearly understood and the Government does not need supplemental information on cost elements to negotiate a fair and reasonable price. The government must use cost analysis when cost or pricing data is required (FAR 15.404-1(c)).

NOTE: However, since you are in a sole source environment when modifying a contract action it is good practice to obtain a price or cost breakdown of sufficient detail to ensure both price reasonableness and contractor’s understanding of the requirement.

10. Negotiate and issue modifications to the construction contract.

NOTE: When negotiating construction contract modifications keep in mind that basic pricing policy requires that an equitable adjustment is equitable to both the contractor and the government. In seeking a fair and reasonable price the negotiator should seek a price that provides the contractor incentive to do a good job while protecting the interests of the government.

NOTE: The Government should leave the contractor “whole” in regard to schedule and profit. If a contractor has 3 days of float in its schedule prior to the modification it should still have 3 days of float after modification settlement.

11. Process Contract Terminations when required. Contracts may be terminated for the convenience of the government or for default.

NOTE: Termination for Convenience (T4C) (FAR 52.249-2) or Termination (Fixed-Price Architect-Engineer) (FAR 52.249-7) is a unilateral right of the government to cancel work under the contract. The T4C clause is required in all construction contracts over $100,000. The clause relieves the Government from liability for breach of contract damages and provides a process for evaluating the contractor’s termination claims. When terminating for convenience the Government has an obligation to pay the contractor costs for work performed plus a reasonable profit. Termination must be accomplished in writing by the KO.

NOTE: Termination for Default (T4D) (FAR 52.249-10) entitles the Government to terminate the contract and pursue contract completion. The contractor is liable for additional costs incurred by the government in completing the contract and losses the Government may have suffered for the delayed completion of the work.

NOTE: In a construction contract a “show cause” notice may be sent to the contractor notifying it that the Government intends to terminate the contract for default and the contractor has a period (at least 10 days) to correct the deficiencies to the satisfaction of the Government.
NOTE: Construction contract performance bonds provide that the surety is liable for damages resulting from the contractor’s default. The Government works with the surety to determine what course of action is in the best interests of the Government. When the surety agrees to complete the contract a “takeover agreement” is negotiated and the contract is modified, after terminating the defaulted contractor, to establish the surety as the prime contractor. In this case the surety will typically subcontract to another firm to complete the work.

NOTE: Surety protection does not always exist in a contingency environment.

NOTE: Termination for default is a last resort and alternatives should be considered before making the decision to T4D. The KO may allow the contractor to continue to prosecute the work under a new schedule if there is evidence the delays may have been excusable and contractor can cure deficiencies and the best interests of the government are protected. If liquidated damages are applied they should be factored into the decision


NOTE: Claims made by a contractor under the Disputes clause (FAR 52.233-1) may involve entitlement (a situation in which the Government disputes the merit of a claim) or quantum (where the Government may admit that the claim has merit but disputes the amount of the claim).

NOTE: Claims have the following characteristics:

a. They are submitted in writing;

b. They seek a sum certain or other specific contract relief.

c. They claim entitlement as a matter of right.

d. They are certified if the amount exceeds $100,000.

NOTE: Contractors have an obligation to continue work after a claim is submitted. Failure to prosecute work may result in a T4D.

NOTE: Upon receiving a claim the KO must conduct a fact finding investigation in which all aspects of the claim are reviewed and documented. The KO prepares a Findings of Fact (FoF) and, ultimately, issues a Contracting Officer’s Decision (COD) (FAR 33.211).

NOTE: CODs should be rendered within 60 days of receipt of a claim. For claims over $100,000 the COD must be issued within 60 days or the contractor notified that the decision will be rendered by a certain date which is within a reasonable period. See References for a sample COD.

NOTE: Where the KO fails to issue a COD within the time specified, the contractor may assume denial and file an appeal with the Court of Federal Claims.

NOTE: Where the contractor’s certified claim is substantiated, the Government must pay interest on the amount found due from the date the KO receives the claim. If the KO receives an uncertified claim interest does not begin until the claim is certified.

13. Monitor Theater Business Clearance (TBC), Synchronized Pre-Deployment Operational Tracker (SPOT), and Defense Base Act (DBA) contract periods.

NOTE: In accordance with Director for Defense Procurement Acquisition Policy DPAP Memorandum dated 15 Sep, 2009 TBC is a critical tool which provides the Joint Force Commander visibility over all contracts and contractors performing work in their area of responsibility (AOR). In order for a contractor to receive a Letter of Authorization (LOA) and country clearance a KO must submit a TBC through the
CENTCOM Contracting Command (C3) POC. Updated instructions for KOs are located at the C3 portal and the C3 Training Website.

NOTE: In accordance with DFARS 252.225-7040 “Contractor Personnel Authorized to Accompany US Armed Forces Deployed outside the United States”, contractors are required to record all personnel working under this contract in the SPOT system. This requirement is for all employees of the Prime and their Subcontractors at every tier of performance of every contract. Contractors are required to input personnel into the SPOT system before issuance of NTP and maintain this data during the entire performance period of the contract.

SPOT is required by the DPAP (see DPAP Memo 08 Jan 28 SPOT Implementation Guidance). See C3 Portal for current guidance for SPOT requirements.

Valid Defense Base Act (DBA) Insurance policy with CNA Insurance for the Prime and all Subcontractors at every tier for performance of this contract is required IAW FAR 52.228-3 "Worker’s Compensation Insurance (Defense Base Act)" and C3 clause 952.228-0001 "Worker’s Compensation Insurance (Defense Base Act)". Proof of this insurance policy may be in the form of a paid invoice for DBA Insurance or an email from Rutherfoord/CNA sent to the KO. (See Task 3-2 for NTP requirements).

NOTE: Detailed guidance for KOs concerning DBA Insurance requirements is listed in USACE National Contracting Organization (NCO) Procurement Instruction Letter PIL 2011-05 USACE DBA Insurance Program FY11.

Evaluation Preparation and Guidance: Setup: For training and evaluation provide Soldiers with all regulatory and policy information specific to the post award construction contract modification process. Prepare a written scenario requiring planning for and execution of contract administration activities to include issuance of a contract modification

Performance Measures:

1. Explained use of pre-construction conference
   - GO - NO-GO
2. Identified role and authorities of ACO
   - GO - NO-GO
3. Explained how UCO is used in contract modifications
   - GO - NO-GO
4. Identified proper regulatory guidance for ensuring a quality management plan is integrated into construction contract administration
   - GO - NO-GO
5. Identified proper use of IGE in negotiating construction contract modifications
   - GO - NO-GO
6. Explained how a claim is handled by the KO
   - GO - NO-GO
7. Explained role of SPOT and DBA insurance in contingency contracting
   - GO - NO-GO

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. C3 Acquisition Instructions
2. C3 Training Website
3. CENTCOM Contracting Command portal
4. Clauses that Modify Construction Contracts
5. Contract Administration Manual for Construction Contracts, South Atlantic Division
6. DBA Brief 09
7. DBA Insurance Questions and Answers
8. DBA Training to JAA-IC
9. Dos and Don’ts for CORs and QAs
10. DPAP Memo 08 Jan 28 SPOT Implementation Guidance
11. DPAP Memo 09 SEP 15 TBC-CAD Compliance
12. Email RE INFO Procurement Instruction Letter 2011-09 Authority to Use Electronic Software for Davis Bacon Act Payrolls
13. EM 385-1-1 Safety and Health Requirements Manual
14. ER 415-1-11, Biddability, Constructability, Operability and Environmental (BCOE) Review
15. ER 415-1-15 Construction Time Extensions for Weather
16. ER 1180-1-6, Construction Quality Management
17. ES-18030 Construction Contract Modifications
18. FAR 11.7/ EFARS 11.7, Variation in Estimated Quantity
19. FAR 22.4/ DFARS 222.4/ AFARS 5122.4/ EFARS 22.4, Labor Standards for Contracts Involving Construction
20. FAR 33.2 / DFARS 233.2/ AFARS 5133.2/ EFARS 33.2, Disputes and Appeals
21. FAR 36.2/ DFARS 236.2/ AFARS 5136.2/ EFARS 36.2, Special Aspects of Contracting for Construction
22. FAR 42.3/ DFARS 242.3/ EFARS 42, Contract Administration Office Functions
23. FAR 43/ DFARS 243/ AFARS 5143/ EFARS 43, Contract Modifications
24. FAR 48/ AFARS 5148, Value Engineering
25. FAR 49/ DFARS 249/ AFARS 5149/ EFARS 49, Termination of Contracts
27. GRD 09-08 CACs and CVS
29. PIL 2008-12 Contract Audit Follow-up and PARC Overage Audit Review Board

30. PIL 2011-05 USACE Defense Base Act Insurance Program FY11

31. PIL 2011-09 Authority to Use Electronic Software for Davis Bacon Act Payrolls

32. PIL 2011-10 Requirements for Cost-Plus-Award-Fee Contract Determination, Issuance and Administration

33. Sample Buy American Act Waiver - Cost

34. Sample Buy American Act Waiver - Impracticable for Use

35. Sample COD

36. Sample Cure Notice

37. SOP-04 TBC SPOT

38. SPOT
Task 3-6
EXPLAIN PAYMENTS UNDER CONSTRUCTION CONTRACTS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been tasked to explain payments under construction contracts.

Standards: Identified the processes for payments under construction contracts.

Performance Steps:

1. Identify funding requirements for USACE contracts
   a. The project manager is responsible for all funds management.
   b. It is mandatory that the Area/Resident Engineer assure funds are available prior to the issuance, by either the Contracting Officer (KO) or ACO, of any directive to a contractor to proceed with work on any change or for any action obligating the Government.
   c. The KO/ACO will approve/certify the modification action in CEFMS at the same time the SF 30 is signed.

2. Identify the law that affects payments under construction contracts and its requirements.
   b. The Act established standards for invoice payments; clarified the definitions of invoice receipt dates and dates of government acceptance of goods or services; eliminated grace periods for late government payments; made interest penalties automatically payable; provided an additional penalty for interest owed but not paid; and extended PPA requirements to partial payments, construction progress payments and release of retained percentage, and construction subcontracts.
   c. For complete guidance on the Prompt Payment Act Amendments of 1988, see contract clauses Payments Under Fixed-Price Construction Contracts (FAR 52.232-5) and Prompt Payment for Construction Contracts (FAR 52.232-27).

3. Describe the payment procedures used for fixed price construction contract in accordance with FAR 52.232-5.
   a. Conduct a preliminary review of the invoice whereby a preliminary review of the Network Analysis System (NAS) schedule, or an alternate schedule, by government and contractor personnel before the actual invoice is submitted.
   b. Contractor submits a proper invoice (ENG Form 93, Payment Estimate – Contract Performance) to the Area or Resident Office
   c. The payment "clock" starts to run on the date that the proper invoice is received at the designated billing office. The payment due date is 14 or 21 (OCONUS) calendar days after the payment request is received.
d. Reject an improper invoice (that does not meet the conditions established by the PPA contract clause. Notify the contractor of the defective invoice within seven days after the invoice is received. The "clock" is effectively stopped upon notification. Interest penalties are not required on payment delays due to disagreement.

e. The due date for interest on progress payments due the contractor will be 14 or 21 days after receipt (beginning on the 15th or 22nd day) of receipt of the proper invoice. The interest due date on final payments will be either the 30th day after receipt (31st day) by Designated Billing Office (DBO) of a proper invoice, subject to contract settlement actions (e.g., release of claims), or the 30th day after government acceptance of the work completed by the contractor, whichever is later.

f. The contractor will notify the Government when it discovers that a portion or all of a current payment request covers work that does not conform to the contract. To the extent that payment has already been paid to the contractor, the Government is entitled to interest on "unearned" payments. A penalty amount, in addition to the interest amount, will be paid if the contractor is owed interest and is not paid the interest within 10 days after invoice payment, and if the contractor makes a written demand, not later than 40 days after payment of the invoice, that the agency pay such a penalty.

g. Payment for Preparatory Work and Mobilization may be authorized by the KO. The KO may also permit payment to contractors for material delivered at the site, but not yet incorporated in the work. When allowed in the contract (DFARS 252.232-5000), listed materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if listed in the contract included in payment estimates and if all the conditions of the General Provisions are fulfilled.

h. In making progress payments, the Government shall, upon request, reimburse the contractor for the amount of premiums paid for performance and payment bonds after the contractor has furnished evidence of full payment to the surety.

i. Assess liquidated damages according to Actual Construction Completion Date (date that the USACE accepts the work as substantially complete) minus the Required Completion Date.

j. If satisfactory progress is achieved during any period for which a progress payment is to be made, payment may be made in full. If satisfactory progress is not achieved, the Contracting Officer's Representative may (if consistent with the COR's letter of appointment) retain a maximum of 10 percent of the payment amount until satisfactory progress is achieved.

k. Progress payments are not allowed for the contractor's bonus share of Instant Contract Savings (ICS) in the next progress payment after definitizing the Value Engineering Cost Proposal (VECP) and before the VE work is accomplished (this amounts to pre-financing or prepayment which requires special authorization and special procedures for fixed-price construction contracts).

l. See Task 3-12 (Perform Construction Contract Closeout) for final payment procedures.

4. Describe the Contract Administration team’s responsibilities with respect to payments.

a. The Administrative Contracting Officer (ACO) is responsible for the administration and enforcement of the labor standards [provisions] contained in the contract, pursuant to the Department of Labor regulations, in accordance with the Davis-Bacon Act (FAR 22.403). Activities supporting this duty include preconstruction conference, onsite compliance checks, onsite interviews, and initiating an investigation (if necessary).
appropriate.

**Evaluation Preparation and Guidance:** Setup: Brief the Soldier on the construction mission of USACE and provide them sufficient information that they would be able to explain payments under construction contracts.

**Performance Measures:**

<table>
<thead>
<tr>
<th>GO</th>
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<tbody>
<tr>
<td>1. Identify funding requirements for USACE contracts</td>
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<tr>
<td>2. Identify the law that affects payments under construction contracts.</td>
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<tr>
<td>3. Explain payment procedures under for fixed price construction contract.</td>
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<tr>
<td>4. Explain the responsibilities of the Contract Administration team (payments)</td>
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</tbody>
</table>

**References: (See DVD for References)**

Open the *NCO Contracting* website at [https://kme.usace.army.mil/CoPs/Contracting/default.aspx](https://kme.usace.army.mil/CoPs/Contracting/default.aspx). Accessing this site first will allow the hyperlinks to open.

1. [5 CFR 1315](#): Prompt Payment; Formerly OMB Circular A-125
2. [EFARS 32.7](#) Contract Funding
3. [ES - 08035](#) Construction Payment Estimates
4. [ES 08035-1 Attachment A](#), Pay Estimate Checklist
5. [ES 08035-2 Attachment B](#), Contract Closeout Checklist
6. [ES 08035-3 Attachment C](#), Contract Completion Statement
7. [ES 08035-4, Attachment D](#), Release of Claims
8. [ES 08035-5, Attachment E](#), ENG Form 93
9. [FAR 32.9/ DFARS 232.9](#), Prompt Payment
10. [FAR 36 /DFARS 236 /AFARS 5136 /EFARS 36](#), Construction and A-E Contracts
11. [Funding Types Sheet](#)
12. [FY11 PROSPECT Course 366](#) Construction Contract Administration Student Manual
13. [Public Law 100-496](#), Prompt Payment Act Amendments of 1988
Task 3-7
EXPLAIN ACCELERATION AND EXPEDITING OF CONSTRUCTION CONTRACTS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been tasked to explain accelerating and expediting construction contracts. Given a scenario, correctly determine whether it is acceleration or expediting and the correct way to proceed.

Standards: Identified the acceleration process of construction contracts.

Performance Steps:

1. Describe acceleration of construction contracts and when it is typically used.
   a. Extra effort required to meet the original contract completion date; it can be either contractor self-initiated (non-compensable) or government-initiated (deliberate or constructive)
   b. Is compensable under the changes clause only if the government required accelerated effort to meet a current delivery schedule in the face of delays found to be excusable.
   c. Most commonly occurs when: the Contracting Officer (KO) directs adherence to the original or adjusted contract completion date but there are excusable delays; or when the KO adds requirements to the contract but fails to extend the contract time.
   d. General requirements:
      1) A period of excusable delay must exist
      2) Government must have actual knowledge of the delay with enough data to be able to make reasonable a determination (contractor must notify government with data, or government must have actual knowledge)
      3) Government fails or refuses to grant the requested extension within a reasonable time
      4) There must be an express or implied government order to accelerate progress
      5) Contractor must notify government that order is considered to be a constructive change
      6) Contractor must make actual, reasonable effort to accelerate, resulting in additional costs

2. Identify the difference between directed and constructive acceleration.
   a. Directed is intentional and “directed” to the contractor by the government
   b. Constructive is as the result of action or inaction on the part of the government, with the effective result of requiring the contractor to complete more work in the same amount of time.

3. Identify the difference between acceleration and expediting construction contracts.
   a. Acceleration is extra effort to meet the original contract completion date, i.e., to eliminate an extension of time otherwise due for changes or excusable delays encountered. In changes where
acceleration is attributable to the extra effort expended by the contractor to comply with an acceleration order, it shall be clearly identified in the Government Estimate

b. Expediting is requiring a completion date prior to the contract completion date and is not permitted without approval of the Head of the Agency, except that the KO may approve an expedited completion date if no additional costs are involved

Evaluation Preparation and Guidance: Setup: Brief the Soldier on the construction mission of USACE and provide them sufficient information that they would be able to explain acceleration of construction contracts.

Performance Measures:  

1. Explained acceleration of construction contracts to include the difference between directed and constructive acceleration.  

2. Explain the difference between acceleration and expediting construction contracts.  

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. DFARS 236.270, Expediting Construction Contracts
Task 3-8
EXPLAIN THE CONSTRUCTION CONTRACT MODIFICATION PROCESS

**Conditions:** You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been tasked to explain the construction contract modification process.

**Standards:** Identified the common construction contract clauses from which modifications arise. Given a modification scenario, correctly determined whether the modification is in-scope or out-of-scope and provided sound rationale for determination.

**Performance Steps:**

1. **Identify the common construction contract clauses from which modifications arise (see attached matrix).**
   
   a. Changes, FAR 52.243-4
   
   b. Differing Site Conditions, FAR 52.236-2
   
   c. Value Engineering-Construction, FAR 52.248-3
   
   d. Variations in Estimated Quantities, FAR 52.211-18
   
   e. Default (Fixed-Price Construction), FAR 52.249-10
   
   f. Suspension of Work, FAR 52.242-14

   NOTE: See also Time Extensions for Unusually Severe Weather, ER 415-1-15 (31 OCT 2009). The authority for the modification is the Default (Fixed-Price Construction) clause, FAR 52.249-10.

2. **Identify the sources of contract modifications.**
   
   a. User Requests
   
   b. Field Conditions
   
   c. Engineering/Design Requirements

   NOTE: User changes result from a desired design change by the customer.

   NOTE: Most modifications arise from field conditions. Examples include design errors, differing site conditions, quantity over-runs, and delays created by unusually severe weather.

   NOTE: Design Errors in design-bid-build (D-B-B) contracts, where the government or Architect-Engineer (A-E) firm is responsible for the design, and disconnects or ambiguities between plans and specifications are examples of Engineering/Design Requirement sources of contract modifications.

3. **Determine if the change is within or outside the scope of the contract** (referred to as “In Scope” or “Out of Scope” modifications).

   NOTE: A modification is within scope if it falls within the parameters of FAR 52.243-4, Changes, or other construction clauses within the contract. The end result is still the project outcome envisioned by both
parties at time of award. A modification may be outside the scope of the contract for additional new work or if the change significantly increases the contract amount (>25%). There is no “bright line” to determine whether a change is outside the scope of the contract. When in doubt, always consult Counsel. It is the KO’s responsibility to make the determination as to whether or not a change is within scope or out of scope. This determination is key, as it may affect the type and year of funding for the modification. Generally speaking, in-scope changes must be funded with the same type and year of funds as the original contract. Alternatively, out-of-scope changes must be funded with current year funds.

NOTE: The tests used by the GAO, the Boards of Contract Appeals and the courts is (1) whether the change so materially alters the contract that the field of competition for the contract as modified would be significantly different from that obtained for the original contract (scope of competition) [AT&T Communications, Inc. v Wiltel, Inc., 1 F.3d 1201, 1205 (Fed. Cir. 1993)] and (2) whether the contract as modified, “should be regarded as having been fairly and reasonably within the contemplation of the parties when the contract was entered into” [Freund v. United States, 260 U.S. 60 (1922)].

4. Describe a Basic Change Document (BCD), its origination, purpose, and processing.

   a. The Resident Management System (RMS) process generates what is known as a BCD.

   b. The BCD describes the scope of the change, changes to plans and specs, necessity and reason for change; the initial estimated cost and time impact and may also be used to evaluate A-E liability if Design Errors or Omissions cause the change.

NOTE: Unpriced Change Orders follow procedures required by EFARS 43.102. An unpriced change order is not an “Undefinitized Contract Action (UCA)” as defined in DFARS Subpart 217.7401(d). USACE, however, has elected to apply the DFARS procedures for processing UCA’s to unpriced change orders.

5. Describe the Contract Modification Processes in accordance with the Army Contracting Command (ACC) 51C Level One Proficiency Guide, Task 3-7, Modify Contracts.

Evaluation Preparation and Guidance: Setup: Brief the Soldier on the construction mission of USACE and provide them sufficient information that they would be able to explain construction contract modifications.

Performance Measures:

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<tr>
<th>Performance Measure</th>
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<tbody>
<tr>
<td>1. Identify the common construction contract clauses used for modifications.</td>
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<tr>
<td>2. Identify the sources of contract modifications</td>
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<tr>
<td>3. Given a modification scenario, identify whether a modification is “within-the-scope” or “outside-the-scope” of a contract</td>
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<tr>
<td>4. Identify what a Basic Change Document is, purpose and processing</td>
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</table>

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.
1. ACC 51C Level One Proficiency Guide
2. CENAB-CO-CN Policy Contract Clauses for Contract Modifications
3. Clauses that Modify Construction Contracts (included in full text after these references)
4. Contract Management Article, “Equitable Adjustment or Certified Claim?” JUN 04
5. CRC Guide, Section 19, Contractor Claims
6. Criteria for Adequate Contract Pricing Proposals Policy
7. ECB 2002-27 Construction Modification Reason Codes in RMS (Resident Management System) -- Applicability: Guidance
8. EFARS Appendix A Part 3, Contractor Requests for Claims and Appeals
9. ER 415-1-15 Construction Time Extensions for Weather
10. ES 18030, Construction Contract Modifications
11. FAR 43/ DFARS 243/ AFARS 5143/ EFARS 43, Contract Modifications
12. FY11 PROSPECT Course 366, Construction Contract Administration Student Manual
13. GRD 09-16 SPS with Labeling and Naming Convention Attachments
14. Guidelines for Pricing Modifications
15. Modification Checklist for Inspections
16. Modification Procedures
17. Mod Markup Meeting Procedures
18. Mod Routing Checklist
19. SAD Construction Administration Manual, SADDM 1110-1-1 April 2010
20. Sample DF Exercising an Option

<table>
<thead>
<tr>
<th>CONTRACT CLAUSE:</th>
<th>REV. DATE</th>
<th>FAR CLAUSES (or as noted)</th>
<th>DIRECT FOOH&amp; HOOH</th>
<th>IMPACT</th>
<th>PROFIT</th>
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<td>Use and Possession Prior to Completion</td>
<td>04/84</td>
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<td>x</td>
<td>x</td>
<td>E &amp; T</td>
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</table>

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<table>
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<th>Types</th>
<th>Notes</th>
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<td>Protection of Vegetation (9)</td>
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<tr>
<td>Inspection of Construction (10)</td>
<td>08/96</td>
<td>52.246-12</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Value Engineering Cost Proposal</td>
<td>10/10</td>
<td>52.248-03</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Suspension of Work (11)</td>
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<td>52.242-14</td>
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<td>x</td>
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<td>Default</td>
<td>04/84</td>
<td>52.249-10</td>
<td>x</td>
<td>T</td>
</tr>
</tbody>
</table>

**TYPES:**

- E = EQUITABLE ADJUSTMENT to mean a Reasonable and Customary Allowance for Profit;
- C= COSTS ONLY;
- T= TIME ONLY;
- P= PROFIT INCLUDED;
- I= IMPACT

**NOTES:**

1. Changes clause revision to reflect new Government Property clause
2. Subdivided items < 85% equitable adjustment & time >115% time only
3. If the work was installed correctly, the contract will be modified with an equitable adjustment and time.
4. The work not terminated, if disturbed, is subject to an equitable adjustment plus time.
5. Interest may be collected on costs
6. The total terminated settlement can not exceed the contract price with modifications included.
7. The terminated work is priced at costs plus profit
8. Clause invoked only when costs exceed $250.00 for an add or deduct
9. Deductive modification for contractor non-performance. Cost for the government to remove and/or restore
10. Government can accept defective work with an appropriate adjustment
11. Time given under the "default" clause

10/04/10
Task 3-9

ESTABLISH A PROFIT OBJECTIVE USING THE ALTERNATE WEIGHTED GUIDELINES METHOD

**Conditions:** You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to establish a profit objective for a construction requirement.

**Standards:** Given a construction contract scenario, established a profit objective using the alternate weighted guidelines approach IAW EFARS 15.404-73.

**Performance Steps:**

NOTE: For cost reimbursement contracts, the weighted guidelines method described at DFARS 215.404-71 shall be used.

NOTE: Based on the circumstances of the procurement action, each of the factors shall be weighted from 0.03 to 0.12 as indicated below.

1. **Determine the degree of risk to the contractor in performing the requirement.**

   NOTE: Where the work involves no risk or the degree of risk is very small, the weighting should be 0.03; as the degree of risk increases, the weighting should be increased up to a maximum of 0.12. Lump sum items shall generally have a higher weight than unit price items. Consider the nature of the work and where it is to be performed. Also consider the portion of the work to be done by subcontractors, amount and type of labor included in costs and whether the negotiation is before or after performance of the work. Modifications settled before the fact have much greater risk than those settled after the fact. A weight of 0.03 is appropriate for after the fact equitable adjustments and/or settlements.

2. **Determine the relative difficulty of work.**

   NOTE: If the work is difficult and complex, the weight should be 0.12 and should be proportionately reduced to 0.03 on the simplest of jobs. This factor is tied in, to some extent, with the degree of risk. Other things to consider are the nature of the work, by whom it is to be done (i.e., subcontractors, consultants), etc.

3. **Determine the size of the job.**

   NOTE: Work estimated at $100,000 or less shall be weighted at 0.12. Work estimated between $100,000 and $5M shall be proportionately weighted from 0.12 to 0.05. Work from $5M to $10M shall be weighted at 0.04. Work in excess of $10M shall be weighted at 0.03.

4. **Determine the period of performance.**

   NOTE: Work not to exceed 1 month is to be proportionately weighted at 0.03. Durations between 1 and 24 months are to be proportionately weighted between 0.03 and 0.12. Work in excess of 24 months is to be weighted at 0.12.

5. **Determine the contractor’s investment.**

   NOTE: This factor is to be weighted from 0.03 to 0.12 on the basis of below average, average and above average. Consider the amount of subcontracting, Government-furnished property or data such as surveys, method of making progress payments, and any mobilization payment items.

6. **Determine the amount of assistance to be provided by the Government.**
7. Determine the amount of subcontracting.

NOTE: This factor is weighed inversely proportional to the amount of subcontracting. Use 0.03 when 80% or more of the work is to be subcontracted. The weighting should be increased proportionately to 0.12 when all the work is performed by the contractor's own forces.

8. Complete the Weighted Guidelines Alternate Approach worksheet, using the weights determined in the steps above to arrive at the profit objective.

<table>
<thead>
<tr>
<th>Factor</th>
<th>Rate</th>
<th>Weight</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Degree of risk</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Relative difficulty of work</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Size of job</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Period of performance</td>
<td>15</td>
<td></td>
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</tr>
<tr>
<td>Contractor's investment</td>
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<td></td>
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<tr>
<td>Assistance by Government</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subcontracting</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE: "Value" is obtained by multiplying the rate by the weight. The Value column, when totaled, indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

**Evaluation Preparation and Guidance:** Setup: Brief the Soldier on the mission and provide them sufficient information that they would be able to establish a profit objective when given the pertinent information for a construction requirement.

**Performance Measures:**

1. Given a construction contract scenario, established a profit objective using the alternate weighted guidelines approach IAW EFARS 15.404-73.

**References:** (See DVD for References)

1. **EFARS 15.404-73**, Alternate Structured Approaches
Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the standard process used by the USACE for obtaining audits and how that audit will be used to support a construction contract procurement action.

Standards: Explained under what conditions a USACE Contracting Officer (KO) would obtain a DCAA Audit in a Contingency Environment for construction contracts; how that audit would be used to support the government position in response to a claim; how that audit would be used to support the Government's negotiation position; how it could be used to support a Contracting Officer Decision (COD) in response to a claim; and to what extent the KO would rely upon the audit report.

Performance Steps:

1. Identify DCAA roles and responsibilities in auditing contractor proposals.

   NOTE: DCAA is responsible for performing all audits for the Department of Defense (DoD), and for providing accounting and financial advisory services to DoD components responsible for procurement and contract administration.

   NOTE: Requests to DCAA must be initiated by the KO. IAW PGI 215.404-2(a), the KO should consider requesting audit services for fixed price proposals exceeding the cost or pricing data threshold. USACE normally awards fixed-price construction contracts. The Project Delivery Team (PDT) to include contracting and office of counsel (OC) must decide if an audit is needed, and if there is sufficient time to request and receive an audit that will provide meaningful information to support the government position. The audit will be requested from the DCAA office in the region where the contractor home office is located.

   NOTE: The DCAA Contract Audit Manual and audit office locator may be found at: http://www.dcaa.mil.

   NOTE: Utilize Task 3-11 Process Claims as a source guide.

   NOTE: If it is determined that an audit is needed, a meaningful technical analysis must be done by the government and a copy provided to the auditor in sufficient time for the audit team to review and use in their audit analysis and report. This analysis should be requested of the technical member of the PDT and completed immediately upon receipt of the proposal or claim. A technical analysis is not an analysis of any cost elements.

   NOTE: In both CONUS and OCONUS contingency and non-contingency construction contract environments, USACE primarily requires DCAA audit reports in support of claim settlements. USACE employs experienced professional construction cost estimators who have access to current Market Research data. These professionals have the capability of assessing labor and material costs for construction contracts which are a skill set not available in DCAA. This information is used in preparation of the technical analysis which is supplied to DCAA when an audit is requested.

   NOTE: DCAA assesses whether the contractors’ General and Administrative (G&A) and Overhead (OH) costs are allowable and allocable. Both G&A and OH are indirect costs – they cannot be directly charged to a contract. G&A refers to that portion of the indirect costs that apply to the whole operation; whereas overhead applies to a portion of the operation.

   NOTE: Examples of G&A are salaries for home office personnel, rent, and utilities.
NOTE: Examples of OH are: engineering overhead, labor overhead or manufacturing overhead, material handling, and subcontract management. All apply to a specific function or cost within the organization. In USACE, these are also referred to as Departmental Overhead (DOH).

NOTE: OH pools are selected based on the nature of the operation. Generally, different overheads are selected if the costs associated with different parts of the operation are different. For example, if the projects entail a combination of in-house labor and subcontract labor; in-house labor entails indirect costs (benefits, payroll taxes, leave, etc) that do not apply to subcontracts. On the other hand, there is a cost for management of the subcontracts that is not present for in house labor.

NOTE: There is no standard for how a firm decides whether a cost is G&A or OH. One firm may include different costs in G&A than another does. DCAA will look to ensure that whichever way a firm chooses to define G&A and OH costs they are consistent across all their contracts and meet generally accepted accounting principles. You are beginning to understand why you need to enlist the aid of DCAA in investigating these costs.

NOTE: A word of caution, costs may be deemed unallowable if there is not sufficient documentation to support them. This does not mean that these costs cannot be properly charged to the contract. It just means the contractor did not provide the paper trail to connect the dots and support the cost. This will be an element of the pre-negotiation objective memorandum (POM) – a point of discussion with the contractor during negotiations.

NOTE: Once negotiations have been successfully concluded the price negotiation memorandum (PNM) must be submitted to DCAA, along with a discussion of how the information provided in the audit was used. For example if DCAA questioned $50,000 in costs the PNM would indicate that additional documentation was requested to support items a, b, and e of unsupported costs. The contractor provided additional documentation on items a and e but not item b. Therefore, of the $50,000 in questioned costs, $37,000 was substantiated by the contractor, but $13,000 was not. The contractor reduced his claimed amount accordingly.

NOTE: The PNM must state that the KO relied on the contractor’s certified claim and the DCAA audit results in determining the final settled amount, and in determining a fair and reasonable price. If it is determined at a later date that the contractor submitted fraudulent information which the KO and/or DCAA relied upon, the government will be able to pursue the contractor for fraud.

Evaluation Preparation and Guidance: Setup: Brief the Soldier on the local process to request an audit from DCAA. Explain when a USACE KO would obtain a DCAA Audit in a Contingency Environment for construction contracts and to what extent a KO would rely on the audit report.

Performance Measures:

1. Identify the requirement or need for a DCAA Audit.  
   
   GO  NO-GO

2. Explain rationale for relying on the audit report
   
   GO  NO-GO

3. Explain the information to be provided DCAA upon completion of negotiations or settlement of the claim.
   
   GO  NO-GO

References: (See DVD for References)

Accessing this site first will allow the hyperlinks to open.

1. [DCAA Contract Audit Manual](#)

2. [DFARS PGI 215.404-2](#), Information to support proposal analysis

3. [EFARS 15.490](#), Follow-up on contract audit reports

4. [FAR PART 15-4](#), Contract Pricing

5. [FY11 PROSPECT Course 366 Chapter 9](#) Fundamentals of Contract Pricing

6. [PIL 2008-12](#), Contract Follow-up and Overage Audit Review Board
Task 3-11

PROCESS CLAIMS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the procedures that all USACE contracting activities should use in handling contract claims, disputes and requests. This process shall be applicable to all contractual claims arising out of construction, architect-engineer, supply, and all other types of contracts administered by USACE using both military and civil funds.

Standards: Identified the correct process and applicable components when processing a claim as a contracting professional.

Performance Steps:

1. Identify the steps of the claims process:
   a. Receive Claim.
   b. The Contracting Officer (KO) shall document the contract file with evidence of the date of receipt of any submission from the contractor deemed to be a claim.
   c. Upon receipt of a claim, the KO will immediately acknowledge it in writing, and if not done already, request the contractor to furnish a specific statement of the time and money claimed.
   d. Originating Office shall submit the claim file to the District Counsel (See attached reference for Processing Claims, Disputes, and Requests).
   e. Conduct fact finding investigation led by Office of Counsel (OC).
   f. KO should handle contractor claims promptly and equitably.
   g. Contact contractor only to the extent necessary to properly develop the facts and perform negotiation meetings. The contractor may meet with the KO.

NOTE: IAW EFARS Appendix A, Part 3, A3-203(b), after the fact finding investigation has been completed and the staff recommendations have been considered, the KO should offer the contractor an opportunity to attend a conference to discuss the claim. An attorney from the OC should participate in this conference. If the contract claim has merit in whole or part, an attempt should be made to negotiate quantum (price), either at the conference or at a later time agreed to by the parties.

NOTE: IAW EFARS Appendix A, Part 3, A3-203(c), Encourage the KO to consider the use of the Alternative Dispute Resolution (ADR).

   h. KO will prepare and sign a Contracting Officer’s Decision (COD) memorandum. In many cases the memorandum will be prepared by OC and reviewed, understood, approved and signed by the KO. (See References for a sample COD Memorandum) The COD must reflect the decision of the KO, as the KO will be required to testify as to the decision in any subsequent hearings.

   i. Document the file: ensure all contract files are kept up to date with all relevant contract administration documents to include documents from Contract Administration Branch (CAB) and the Area Engineer and/or Administrative Contracting Officer (ACO).
j. If an appeal is filed with the KO, a copy should be immediately forwarded to the OC Attorney assigned to the claim for proper action and preservation of the record.

NOTE: A Claim is a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract.

A written demand for payment of money exceeding $100,000.00 is not a claim until certified as required by the Contract Disputes Act. A voucher, invoice, or other routine request for payment that is not in dispute is not a claim. The submission may be converted to a claim, by written notice to the KO, if it is disputed either as to liability or amount or is not acted upon in a reasonable time (FAR 33.207(a)).

NOTE: If the KO suspects a claim is fraudulent, the KO may not settle such a claim per FAR 33.210. The KO must immediately contact the activity’s Procurement Fraud Advisor per FAR 33.209.

Evaluation Preparation and Guidance: Brief the Soldier on the requirement for Processing Contractor Claims and give them sufficient information that they would be able to explain the steps required to evaluate and respond to a claim in a proper and timely manner.

Performance Measures:  

<table>
<thead>
<tr>
<th>GO</th>
<th>NO-GO</th>
</tr>
</thead>
<tbody>
<tr>
<td>___</td>
<td>___</td>
</tr>
</tbody>
</table>

1. Explain the steps required for processing contractor claims. ___ ___

2. Identify the elements of a Contracting Officers Final Decision. ___ ___

3. Properly prepare and document contract file. ___ ___

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.


2. Contract Management Article; “Equitable Adjustment or Certified Claim”?

3. Contractor Claim Briefing with notes

4. CRC Guide, Section 19, Contractor Claims

5. Criteria for Adequate Contract Pricing Proposals Policy

6. DCAA Manual Chapter 12, Auditing Contract Termination, Delay/Disruption, and Other Price Adjustment Proposals or Claims

7. EFARS Appendix A, Part 3, Contract Requests, Claims and Appeals

8. FAR 33.2/DFARS 233.2/AFARS 5133.2, Disputes and Appeals


10. PIL 2008-12 Contract Audit Follow-up and PARC Overage Audit Review Board

CHAPTER 2, p 130
11. QMS NAB 17005 Contracts – Processing Claims Disputes and Requests
12. SAD Construction Administration Manual SADDM 1110-1-1 April 2010
13. Sample COD Memorandum
Task 3-12
PERFORM CONSTRUCTION CONTRACT CLOSEOUT

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain closeout procedures for a construction contract.

Standards: Prepared a briefing on the procedures required to close out a construction contract to include the forms that must be completed by authorized individuals and filed with the official contract file.

Performance Steps:

1. Determine if the contract is ready for closeout.
   a. The Contracting Officer (KO) shall initiate the contract closeout process upon receiving written notification, along with the requisite documentation, that a contract is ready to be closed.
   b. Has final inspection and acceptance been documented and placed in the contract file?
   c. Has the KO received from the ACO all appropriate completion documents (i.e. DD1593 Contract Administration Completion Record, DD1597 Contract Closeout Checklist, or DD1594 Contract Completion Statement)?
   d. A completed DD Form 1354, Transfer and Acceptance of DoD Real Property has been completed and filed.
   c. Target closeout time for CONUS projects is 6 months from completion of final DD 1354, 12 months for OCONUS projects.

2. Final payment is made by the KO when the ACO and KO agree that the contract is administratively complete.
   a. When the contractor has completed the list of all items to be corrected (punch list) monies withheld to that point (retainage) should be included in the final payment.
   b. Final payment should not be made until all the conditions at FAR 4.804-5(b) have been met.
   c. Upon receipt, review and concurrence of the final invoice; receipt of a “Release of Claims” from the contractor; and any other required documentation the ACO will approve for payment in CEFMS or via Wide-Area Work Flow.

NOTE: In a release of claims, the contractor shall execute and deliver a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under the contract, subject only to certain exceptions.

3. Contractor Performance Evaluation
   a. Construction contractor evaluations required by FAR 36.201 will be entered in the Construction Contract Administration Support System (CCASS). The report should be prepared within 60 days following substantial project completion.
   b. Performance report required for contract $550,000 or more, $25,000 or more if any element is unsatisfactory or outstanding, over $10,000 if the contract is terminated for default.
c. See EFARS 36.201 (Evaluation of contractor performance) and ER 415-1-17 (Construction Contractor Performance Evaluations) and Procurement Instruction Letter PIL 2011-04 Contractor Performance Assessments for guidance on processing contractor performance evaluations.

NOTE: Interim performance evaluations are encouraged. ER 415-1-17 provides succinct direction regarding the preparation of both interim and final performance evaluations.

4. Initiate Contract Closeout in SPS.
   
a. The Soldier should complete the DD 1594 in SPS and route to the KO.

b. The KO shall review, sign, and place the DD 1594 created in SPS in the official contract file.

c. A contract close out modification is only required when remaining contract funds must be deobligated.

NOTE: Contracts will not appear as closed out in FPDS-NG or ACBIS until closeout is completed in SPS.

d. Send closed contract to Records Holding for archiving until the regulatory date for destruction has occurred. For environmental contracts the retention date may be much longer than typical.

NOTE: Contracts for environmental services must be retained indefinitely.

Evaluation Preparation and Guidance: Setup: Provide the Soldier with a scenario contract that is physically complete and ready to be evaluated for contract closeout. Have the Soldier brief what actions must take place, who is authorized to initiate the actions, and what forms must be prepared to properly close the contract and document the contract file.

Performance Measures:

1. Properly determined that the contract was ready for closeout
   1. 1.

2. Coordinated closeout documentation with ACO
   1. 1.

3. Ensured closeout documentation was in official contract file
   1. 1.

4. Contractor performance evaluation is finalized in CCASS
   1. 1.

5. Closed contract out in SPS
   1. 1.

References: (See DVD for References)
Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. ACASS-CCASS Presentation
2. Auto Close Out Guide
3. Auto Close Step-by-Step
4. CCASS Policy Manual
5. CCASS website

6. DD 1354, Transfer and Acceptance of DoD Real Property

7. DD 1593, Contract Administration Completion Record

8. DD 1597, Contract Closeout Checklist

9. DPAP Memo, 14 SEP 2010, AbilityOne Contract Closeout Services

10. ER 415-1-17, Construction Contractor Performance Evaluations

11. ES - 04010 MILCON Project Closeout

12. ES 04010.2 MILCON Project Closeout – Frequently Asked Questions (see above link)

13. FAR 4.8 / DFARS 204.8 / PGI 204.8 / EFARS Part 4.8, Government Contract Files

14. FAR 36 / DFARS 236 / AFARS 5136 / EFARS Part 36, Construction and Architect-Engineer Contracts

15. FAR 36.201, Evaluation of Contractor Performance

16. GRD 09-01 CCASS


19. LRL Closeout Procedures

20. LRL Instructions, Close out “D” Contracts

21. LRL Instructions for Closing Out Contracts in PD7

22. PIL 2011-04 Contractor Performance Assessments

23. TAD OPORD 2010-04, Standardizing Project Closeout
Task 3-13
EXPLAIN THE AUTHORITY FOR AND TYPES OF CONTRACT TERMINATIONS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the issues encountered with managing construction contracts that result in a Termination for Convenience (T4C) or Termination for Default (T4D). Explain how USACE supports and processes these contract actions and how re-procurements resulting from a T4D are processed.

Standards: Explained the authorities that allow for termination of a contract. Described the difference between T4C and T4D. Explained the facts and risks which bear upon making a determination that it is in the best interest of the government to terminate a contract.

Performance Steps:

1. Explain the unique circumstances regarding contract terminations in a contingency environment.

NOTE: The Government’s right to terminate is discretionary.

NOTE: You may encounter a larger than normal number of contract terminations in an OCONUS contingency environment due to the urgency with which contracts are executed (affecting contract quality), constrained periods of performance, technical capability of the local construction industry, corruption, security issues, and unstable financial environment. Some of these issues may be encountered in the CONUS contingency environment depending upon the length of the mission.

NOTE: Type of contract funding and ability to reuse funds is always a consideration when deciding whether to terminate a contract.

NOTE: Ensure all backup documentation on contractor performance and remedial action is placed in the official contract file.

NOTE: Always keep customer informed of status on their projects so there will be no surprises when the Contractor fails to perform and the USACE contract managers implement remedial action and consider termination of the contract.

2. Explain common reasons to terminate a contract for convenience.

NOTE: When considering a T4C action, identify T4C authority. Identify stakeholders, rationale, required documentation, possible costs, and limitations on reusing funds once a contract is terminated and funds are de-obligated.

NOTE: Common reasons to T4C are: differing site conditions, significant changes in the government’s requirement, or finding the contract was awarded improperly.

3. Explain common reasons to terminate a contract for default.

NOTE: When considering a T4D action, identify the T4D authority. Identify the stakeholders and possible causes that lead to a termination, required documentation to support the decision and possible consequences resulting from this decision. Discuss requirements and timeframe to re-procure.

NOTE: Common reasons to T4D are failure to complete work on time, and failure to adhere to required specifications.
NOTE: When considering a T4D action, be sure the quality assurance procedures have been followed by seeking remedies short of termination (Construction Contract Administration PROSPECT Course 366, Chapter 14). The requirement for Performance and Payment Bonds is usually waived by the Contracting Officer (KO) for OCONUS contingency construction contracts so allowing the surety to finance the contractor or contract with another firm to complete the project is not an option. If it is decided that the best decision for the government is to T4D, ensure a Cure Notice has been issued, interim unsatisfactory evaluation rating has been posted and validated in the Construction Contract Administration Support System (CCASS), and a show cause notice has been signed and issued by the KO.

NOTE: For A-E contracts, refer to Engineer Pamphlet (EP) 715-1-7, Chapter 5-9, Resolving Performance Problems.

**Evaluation Preparation and Guidance:** Setup: Provide the Soldier with information sufficient to understand and apply the T4C and T4D procedures.

**Performance Measures:**

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<tr>
<td>1. Provide a summary of circumstances that would support a T4C</td>
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<td>2. Define when the Government may T4D</td>
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<td>3. Explain the default procedures.</td>
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<td>4. Explain possible remedies short of termination.</td>
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**References:** (See DVD for References)

Open the NCO Contracting website at [https://kme.usace.army.mil/CoPs/Contracting/default.aspx](https://kme.usace.army.mil/CoPs/Contracting/default.aspx). Accessing this site first will allow the hyperlinks to open.

1. AED-N Terminations SOP 13 DEC 2010
2. CCASS website
3. FAR 32/ DFARS 232/ PGI 232/ AFARS 5132/ EFARS Part 32, Contract Financing
4. FAR 49/ DFARS 249/ PGI 249/ AFARS 5149/ EFARS Part 49, Termination of Contracts
5. Funding Types Sheet
6. FY11 PROSPECT Course 366, Construction Contract Administration Student Guide, Chapter 14, Remedies Short of Termination
7. FY11 PROSPECT Course 366, Construction Contract Administration Student Guide Chapter 15, Terminations
8. FY11 366 T4C Chap 15-2 IG Termination for Convenience
9. FY11 366 T4D Chap 15-1 IG Termination for Default
10. Sample Cure Notice
11. "What Color is My Money?"
Task 3-14
EXPLAIN RECURRING ISSUES IN CONSTRUCTION CONTRACTS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain recurring issues that arise in construction contracts, especially in a contingency environment.

Standards: Identified the recurring issues associated with construction contacts and ability to mitigate in order for the supported district to continue Construction Contract placement.

Performance Steps:

1. Explain the types of recurring issues in construction contracts. These include:

   a. Differing site conditions. Refers to subsurface or latent physical conditions at the site differing materially from those indicated in the contract; or unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. During a contingency, insufficient geotechnical analysis and/or unknown underground conditions can greatly affect contract performance.

   b. Quality of Materials. If material specifications are not clear in a contract, the contractor likely will provide the minimum quality. Even if specified, the contractor may attempt to substitute lesser quality materials. This is especially true in countries without high quality building standards and enforcement mechanisms.

   c. Buy American Act. The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic construction material. It is implemented by FAR 52.225-9 in solicitations and contracts for construction that is performed in the United States valued at less than $7,804,000. Exemptions to the clause may be due to: information technology that is a commercial item; foreign construction material if US material cost would be unreasonable; enforcement is impracticable or inconsistent with the public interest; or domestic material cannot be produced in the time or quantities needed.

   d. Electrical and plumbing standards and general Contractor Quality Control issues. Standards throughout the world are not the same as in developed countries. As with materials in general, unless the local standards for electrical and plumbing materials, and workmanship, are nationally set and enforced, the quality of these specialized trades can be dangerous. Further, as these trades’ work is not easily checked for quality (inside walls and floors), poor work can be easily hidden—Quality Assurance must be enforced diligently.

   e. Non-payment of subcontractors. Privity of contract only exists between the US Government (USG) and the prime contractor. A prime may not pay subcontractors on time, or at all, depending on their business ethics or financial stability. This is especially true in an austere environment, where the host country may not even have a labor department to redress employee grievances.

   f. Security issues. Contract performance on a military (or other secure) installation can pose burdens on both the requiring activity and contractor: personnel clearance, vehicle and material access, badging, escort, etc. Further, in a hostile environment contractors may have to provide for heightened security at the worksite, perhaps even working under extreme threat of terrorism.

   g. Understand debt collection procedures unique to USACE. In construction contracting both performance and payment bonds are required to ensure that construction will be completed and subcontractors will be paid. The surety will ensure the collection of debt and legal obligations. Further,
retainage can be withheld pending completion of portions of construction, and liquidated damages withheld for late completion.

h. Schedules, poor standards and performance, which could lead to contract termination. Schedule and quality issues exist in all construction contracts but usually do not lead to termination. During contingencies, frequently there are only a few qualified contractors so termination carries severe implications for ultimate contract fulfillment. Although schedule and quality can be much poorer in an austere environment than in the US, leading to termination, the implications can be more severe as well.

i. Termination and re-procurement procedures (see references for AEN Termination SOP). Funds in any environment are limited. Under termination for convenience the USG must bear any re-procurement costs. Under termination for default the terminated contractor must bear those costs, but in an austere environment it may not have the financial capacity to do so.

j. Cultural issues and communication/language barriers. All USG contract communication occurs in English. Much of this communication can be complicated and legalistic; what is a challenge for Soldiers to understand might be extremely difficult for a local national, easily leading to complete misunderstanding. In many cultures contractors will never admit misunderstanding—they would “lose face.”

k. Safety standards or lack thereof. As with material and workmanship standards, contractors may cut corners to realize higher profit. In an austere environment there may be no standards set, or no enforcement mechanism. USACE has an obligation to ensure the basic safety of all employees under their contracts.

l. Combating Trafficking in Persons. It is a violation of federal law to in any way support trafficking in persons (TiP), specifically as a result of contract employment (see FAR 22.17). Several mechanisms are in place to combat TiP overseas, adding to contract complexity.

m. User requested changes. Inevitably design changes are requested during construction execution, resulting in contract modifications. These can drastically change the scope of the contract, period of performance, and can add performance risk (changing a portion of the design may affect the overall structural soundness). These risks are multiplied in an austere environment where schedules are usually compressed already, and work quality is suspect.

NOTE: Warranties. The manufacturer’s warranty is transferred to the government at time of acceptance. The typical warranty period for construction contracts is one year. However, if the manufacturer’s warranty provides for a longer warranty period, the manufacturer’s warranty prevails.

NOTE: Issue Specific to Afghanistan: USG construction contracting procedures are largely predicated upon a viable bonding mechanism. Absent this fundamental protection in Afghanistan, USG construction contracting processes/procedures have proven sub-optimal/inadequate – particularly with respect to Performance, Payments/Wages, Anti-Corruption and Capacity Development.

NOTE: Many issues arise that are not on the list above. Government contracting professionals find that each day in contracting brings new issues, and Contracting Officers (KOs) and leaders have to find the most expeditious and fair way of dealing with issues. A KO’s job is to be a business advisor to the USG and ensure a win/win for both the government and the contractor. The USG demands delivery of best value for its contracts, and in turn provides the contractor with a reasonable profit.

Evaluation Preparation and Guidance: Brief the Soldier on recurring issues with construction contracts and provide them sufficient information that they would be able to explain the steps for and ways to find solutions to recurring construction issues.
Performance Measures:

1. Explain recurring construction issues. 
   GO   NO-GO

2. Explain specific issues relating to a contingency environment. 
   GO   NO-GO

3. Explain the type of terminations and re-procurement process. 
   GO   NO-GO

4. Explain USACE debt collection procedures. 
   GO   NO-GO

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. AEN Terminations SOP
2. Bona Fide Needs Advisory 18 SEP 2008
3. Buy American Act
4. Buy American Act Domestic Non-Availability Determination Information
6. Buy American Act Waiver Briefing
7. Construction Contract Initiatives (CCI)
8. Constructive Use of Bid Savings
9. Do’s and Don’ts for CORs and QAs
10. ECB 2010-14, Energy Savings Increase
12. Email Contract Pricing Reference Guides Tool Goes Live on the Web
13. ER 415-1-15, Construction Time Extensions for Weather
14. ER 415-345-18, Construction Transfer and Warranties
15. ER 1180-1-6, Construction Quality Management
16. FAR 36 / DFARS 236 / PGI 236 / AFARS 5136 / EFARS Part 36, Construction and Architect-Engineer Contracts
18. FY11 PROSPECT Course 366 Construction Contract Administration Student Manual
19. LD Calculator
20. NWD Construction Contract Improvement Time
21. NWD Policy Statement on LDs for Foregone Revenue
22. PIL 2011-01 Project Labor Agreements
23. PIL 2011-09 Electronic Software for Davis Bacon Act Payrolls
24. Project Labor Agreements FAQs
25. Unbalanced Bids Info Paper
26. USACE Tribal Policy Principles, May 2010
Task 3-15
COORDINATE WITH, PREPARE FOR AND RESPOND TO AUDITS AND INSPECTIONS
BY OVERSIGHT AGENCIES

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the correct procedures to prepare for and respond to external oversight agencies.

Standards: Explained the process for preparation and response to various external and internal audits and inspections.

Performance Steps:

1. Explain the process to coordinate and prepare for an Audit
   
   a. Coordinate with the Internal Review (IR) Office

   NOTE: All external inspections or performance audits shall be coordinated through the local IR Office. Keep IR apprised of any and all communications or schedules and ensure they are copied on email or correspondence. The IR staff will coordinate with the appropriate stakeholders.

   b. Coordinate with the Regional Contracting Center (RCC) Chief. Keep the RCC Chief informed about the audit and its status.

   c. Determine dates and length of time the audit agency would like to conduct the audit.

   d. Clarify the oversight agency’s area of interest; this will help determine who the stakeholders will be.

   e. Prepare for the audit (In-brief, meeting with Command and Division as needed, pulling and reviewing contract files and any other required data requested).

   f. Be as cooperative as possible with the auditors.

   g. Attend out-brief by the audit team.

   h. Prepare Corrective Action Plan (CAP). Once the report is received, review and prepare a CAP if recommendations are made by the auditor. Ensure your RCC receives a copy of the report and any CAPs prepared.

   i. Ensure all responses are sent through IR to the audit agency. Do not send data directly to audit agencies, use your IR office.

   NOTE: It is important to remember that the better the documentation of decisions, rationale, Justifications and Approvals, Determinations and Findings, and following any required regulations, policies and guides, the better the report will be from the oversight agencies. Some thresholds may change in an OCONUS mission but generally the regulations, policies and procedures remain unchanged. Our government demands accountability and we must comply.

2. Identify the various agencies operating in and providing audits on reconstruction operations.
NOTE: All agencies with contracting authority that award and administer contracts on contingency missions are highly scrutinized to ensure they spend tax dollars wisely. Some of the agencies operating in and performing audits on reconstruction operations to include life support, security and construction of infrastructure are provided below. This list is not all inclusive and will vary based on length and type of mission supported.

a. **Government Accountability Office (GAO)** authority comes from [Budget and Accounting Act of 1921](https://www.gao.gov/about/leadership/organization). The GAO is an independent, nonpartisan agency dedicated to providing nonpartisan analysis and recommendations for improving the efficiency and effectiveness of government operations. It reports to Congress and serves a dual role as a national audit and investigative office and a Senate-appointed oversight body. The GAO assists Congress in making informed decisions by providing nonpartisan analysis and recommendations for improving the efficiency and effectiveness of government operations. It is authorized to conduct audits, investigations, and evaluations of federal programs and agencies.

b. **Special Inspector General for Iraq Reconstruction (SIGIR)**. The SIGIR has a highly specialized mission, reporting to both the Secretary of Defense and the Secretary of State on independent and objective oversight of Iraq reconstruction. They are focused on promoting economy, efficiency and effectiveness, as well as to prevent and detect waste, fraud, and abuse in Iraq reconstruction programs and operations. SIGIR is a temporary organization created to ensure accountability during the period of U.S. involvement in the reconstruction of Iraq.

c. **Special Inspector General for Afghanistan Reconstruction (SIGAR)**. The National Defense Authorization Act (Public Law 110-181) established the SIGAR. The SIGAR’s mission is to provide independent oversight of the treatment, handling, and expenditure of funds appropriated or otherwise made available for the reconstruction of Afghanistan; detect and deter fraud, waste, and abuse of U.S. funds; and promote actions to increase program economy, efficiency, and effectiveness.

d. **Department of Defense Inspector General (DoDIG)**. The DoDIG Hotline is 1-800-424-9098. The DoDIG is responsible for conducting investigations and audits to ensure the efficient and effective use of defense resources. They provide independent oversight of DOD programs and operations, and promote economy, efficiency, and effectiveness in DoD programs and operations. The DoDIG is an independent, nonpartisan organization that reports directly to the Secretary of Defense and is accountable to Congress.


The purposes of GPRA are to improve citizen confidence in Government performance, improve Federal program management, effectiveness and public accountability, and improve congressional decision making on where to commit the Nation's financial and human resources.


The plan includes the OIG Vision that reinforces the need for all OIG employees to be model employees, as well as for our organization to serve as a benchmark for organizational excellence for the rest of the government.

DoDIG has delegated investigative authority to the US Air Force Office of Security Investigation (OSI), US Navy Criminal Investigative Service (NCIS) and US Army Criminal Investigative Division (CID).

e. **U.S Army Audit Agency (AAA)**. AAA is led by The Auditor General of the Army, The Principal Deputy Auditor General, three Deputy Auditors General, and one Director, each of whom is in charge of specific aspects of agency operations - Acquisition and Logistics Audits, Forces and Financial Audits, Installations and Environment Audits, and Policy and Operations Management.

On 3 February 1987, Secretary of the Army Memorandum Number 27 established the AAA under the sole jurisdiction of the Secretary of the Army in accordance with the implementation of Title V of the Defense Reorganization Act of 1986. This action elevated the Auditor General to the Office of the Secretary of the Army and was effected on 30 March 1987.
f. Defense Criminal Investigative Service (DCIS) and International Contract Corruption Task Force (ICCTF). The DCIS is the criminal investigative arm of DoDIG, and has been engaged in investigations involving DoD operations in Iraq, Kuwait, and Afghanistan in Southwest Asia (SWA) since the start of the war. Additionally, DCIS has committed resources to the ICCTF since 2006 in an effort to maximize interagency efforts to effectively investigate and prosecute criminal cases involving SWA.

3. Identify activities that may initiate or lead contract process reviews.

   a. Deputy Assistant Secretary of the Army, Procurement (DASA (P)), Procurement Management Review (DA PMR)

   b. USACE Procurement Management Review (PARC PMR). USACE PMRs are conducted by the Regional Principal Assistant Responsible for Contracting and are referred to as PARC PMRs. See OPORD 2010-69 USACE Procurement Management Review Program.

   NOTE: PARC PMRs use the DA PMR Toolkit to conduct the PMR. The latest version of the toolkit can be accessed from the PARC PMR website contained in the references to this task.

   c. Internal Review (IR)

   Evaluation Preparation and Guidance: Setup: Explain USACE procedures for coordinating and cooperating with oversight agencies. Ensure a good understanding of the importance of working closely with all stakeholders and the requirement to prepare a CAP in response to any recommendations in the audit report. Explain importance of audit reports, internal and external reviews and the resulting CAP be addressed in the Command/National Contracting Organization (NCO) Annual Assurance Statement.

   Performance Measures:  

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<tr>
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<td>2. Explain the circumstances that would dictate preparation of a Corrective Action Plan (CAP)</td>
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<td>3. Explain difference between external and internal audits</td>
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<td>4. Explain the importance of capturing audit results in the Annual Assurance Statement.</td>
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References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. AAA website
2. ACO Checklist Questions
3. ACO Inspection Checklist
4. Budget and Accounting Act of 1921
5. DCIS website
6. DoDIG website
7. GAO website
8. GPRA website
9. DASA(P) FY 10 PMR Guidance Memo
10. Harrington Testimony SCO729101
11. Information for Members of Congress- Army Acquisition Review 26 May 2010
12. Modification Inspection Checklist
13. OPORD 2010-69 USACE Procurement Management Review Program
14. Ordering Officer Inspection Checklist
15. PARC PMR website
16. PARC PMR Toolkits
Task 3-16
EXPLAIN THE TYPES AND BATTLE RHYTHM OF DATACALLS AND RECURRING REPORTS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the types and battle rhythm of data calls and recurring reports, especially in a contingency environment.

Standards: Identified the types and frequency of typical data calls and recurring reports associated with a district contracting organization.

Performance Steps:

1. Identify the systems and databases commonly used for gathering information for data calls.
   a. The Army Business Center for Acquisition Systems (ABCAS) provides functional support to the Army contracting community for the following applications:
      • **Standard Procurement System** (SPS). SPS is a major acquisition program, which develops tests and deploys a suite of software products designed to automate and standardize the procurement process throughout the DoD. SPS’s mission is to deliver world class support to all contracting professionals who use the Procurement Desktop Defense product suite to acquire supplies and services at over 750 sites around the world. The SPS program is dedicated to improving support to the warfighter by bringing greater efficiency and accountability to the DoD procurement process through the use of a standard automated business system. SPS in Army is implemented by Procurement Desktop-Defense or PD².
      • **Army Contracting Business Intelligence System** (ACBIS). ACBIS is a web based intelligence system that provides the capability to analyze data using standard reports or ad hoc queries. ACBIS interfaces with contract writing software, legacy personnel systems, and financial systems. ACBIS provide the capability to link to other web based information systems that the Army uses for the collection, analysis and dissemination of data.
      • **Federal Procurement Data System – Next Generation** (FPDS-NG). FPDS is the single authoritative repository for federal procurement award data. It is used to report on federal procurement pending and relied upon to create reports generated for legislative and executive branch agencies.

2. Identify the systems and databases commonly used for generating recurring reports.
   a. ACBIS associated modules, Verification and Validation (V&V) are primary databases for generation of information to meet recurring or ad-hoc reports. The V&V module is part of the Contract Reporting Data Improvement Plan, Version 1.0, on 20 Jul 2008. The plan is the Department of Defense’s (DoD) Plan for continual improvement of the contract data reported to the Federal Procurement Data System (FPDS). For more, see the ACBIS Bulletin 08-002.25 - FPDS-NG Verification and Validation User Guide
   b. **Electronic Subcontractor Reporting System** is used to track and monitor subcontracting reports.
   c. The **Contractor Manpower Reporting Application** (CMRA) is designed to collect information on funding source, contracting vehicle, organization supported, mission and function performed, and labor hours and costs for contracted efforts providing services to the Department of the Army from contractors and Army activities requiring contracted services from supporting contracting offices. The data reported utilizes an application called CMRA to capture the required information.
d. Contractor Performance Assessment Reporting System (CPARS)


Construction Contractor Appraisal Support System (CCASS): Used to document contractor performance on Construction contracts.


Federal Awardee Performance and Integrity Information System (FAPIIS): Used to collect contractor and grantee performance information including Terminations for Cause or Default, Defective Cost and Pricing Data, Determinations of Non-Responsibility, Terminations for Material Failure to Comply (grants) and Recipient Not Qualified Determinations (grants).

3. Identify data calls and recurring reports that occur on a regular basis.

NOTE: In addition to recurring reports (listed below) there are a number of report requests on contract data that may be issued by DA or USACE. While they are ad-hoc in nature they typically call for data that are contained in one of the data bases identified above. Ad-hoc requests should be documented and filed as follow on requests are frequently issued. Well documented procedures on responding to the initial report requirement will assist the specialist to timely and accurately answer subsequent data calls.

a. A list of recurring reports is provided in calendar format on the NCO KME website.

NOTE: Weekly Updates are a communication and upward reporting tool used in the NCO.

   a. District Contracting Chief (DCC) Weekly Updates summarize significant activities, enterprise initiatives, and special emphasis areas and are submitted to the Regional Contracting Chief (RCC), by Close of Business (COB) every Wednesday.

   b. PARCs/NCO HQ Division Chiefs/RCC/CCC Weekly Update provides communication, situational awareness and upward reporting on a weekly basis of those significant activities, enterprise initiatives, and special emphasis areas influencing mission execution of the Principal Assistant Responsible for Contracting (PARCs), NCO HQ’s Division Chiefs, Center Contracting Chiefs (CCC), RCCs, and DCCs and facilitates vertical and horizontal communication within the USACE NCO. NCO Weekly Updates are due to the NCO Director via email NLT COB each Thursday. The Weekly Update covers the period from Thursday to the following Wednesday.

4. Reporting Chain of Command.

NOTE: Recurring reports are typically generated at the DA level and may be collected at each level of the organization. Report consolidation typically occurs at either the regional or PARC level for subsequent transmission to the HQ DOC. Due dates are important as the information submitted must typically be compiled, validated and formatted for upward submission. It is critical that your activity have a disciplined approach to addressing routine requests for contracting information.

5. NCO Director Management Review (DMR).

NOTE: NCO Performance Metrics are reported quarterly to the NCO Director during the DMR. The NCO Performance Metrics website contains DMR briefings and supporting documents and reports. It also has a link to the DMR Metrics Data Collection site. DMR topics include mission execution (projected vs. actual obligations and projected vs. actual actions awarded), competition; closeouts, workforce (certification, continuous learning points (CLP), and workforce strength) as well as protests and
Procurement Management Review (PMR) results. The NCO DMR is conducted in October, January, April and July of each fiscal year.

6. **Annual Statement of Assurance (ASOS) of the Managers Internal Control Program (MICP).** Annually, each Assessable Unit Manager (AUM) (e.g. DCC, RCC, PARC, HQ Division Chief, and NCO Director) conducts a comprehensive evaluation of their internal control processes using specified checklists and submits a statement of assurance report up the NCO chain of command. Key NCO management processes include Contract Office Management, Government Purchase Card Program, Secure Environment Contracting, and Time and Attendance. In addition, areas identified in PMRs and Peer Reviews as requiring focused and disciplined attention are also evaluated.

**Evaluation Preparation and Guidance:** Setup: Explain the typical data calls and reports that occur on a recurring basis. Explain the use of common systems such as ACBIS, FPDS-NG and SPS which can be used to generate info for data calls and reports. Explain the chain of command for upward reporting.

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<td>2. Identified the systems and databases commonly used to prepare recurring reports</td>
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<td>3. Explained the purpose of the CPARS system</td>
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<td>4. Identified the typical topics to be reported in a Weekly Update to the NCO Director</td>
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<td>5. Explained the purpose and typical metrics reported in the NCO DMR</td>
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<td>6. Explained the purpose of the Management Controls Assurance Statement and Identified which functions are reviewed annually.</td>
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**References:** (See DVD for References)

Open the [NCO Contracting website](https://kme.usace.army.mil/CoPs/Contracting/default.aspx). Accessing this site first will allow the hyperlinks to open.

1. ACASS website
2. [ACBIS Bulletin 08-002.25](#) - FPDS-NG Verification and Validation User Guide
3. ACBIS website
4. CCASS website
5. CMRA website
6. CPARS website
7. [DCC Weekly Updates](#)
8. [DMR Metrics Data Collection](#) website
9. eSRS website
10. FAPIIS website
11. FPDS-NG website
12. NCO Performance Metrics website
13. NCO Recurring Reports
14. NCO Weekly Updates
15. Sample FY11 Q1 FPDS Validation and Verification (V+V) Data Quality Report
16. Standard Procurement System
17. TAD Weekly Report Format
ARCHITECT - ENGINEER

CONTRACTING
SUBJECT AREA 4: Architect – Engineer Contracting

Task 4-1 Explain the Authority for Architect–Engineer (A-E) Contracting 2-155
Task 4-2 Explain the Architect–Engineer (A-E) Selection Process 2-157
Task 4-3 Develop an Architect-Engineer (A-E) Solicitation/Request for Price Proposal 2-163
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EXPLAIN THE AUTHORITY FOR ARCHITECT-ENGINEER (AE) CONTRACTING

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been tasked to explain the authority for A-E Contracting.

Standards: Properly identified the correct authority for A-E Contracting.

Performance Steps:

1. Explain the statutory basis for A-E contracting procedures.

   a. 10 U.S. C. 4540(a) Architectural and Engineering Services: “Whenever he considers that it is advantageous to the national defense and that existing facilities of the Department of the Army are inadequate, the Secretary of the Army may, by contract or otherwise, employ the architectural or engineering services of any person outside that Department for producing and delivering designs, plans, drawings, and specifications needed for any public works or utilities project of the Department.”

   b. Brooks Act Public Law 92-582: Establishes the policy and procurement process by which architects and engineers (A-Es) are selected for design contracts with federal design and construction agencies. Establishes a qualifications-based selection process, in which contracts for A-Es are negotiated on the basis of demonstrated competence and qualification for the type of professional services required at a fair and reasonable price, starting with the highest qualified firm. Hence, the selection of A-E firms is focused on qualifications, and not the lowest price. The Brooks Act requires:

      1) Public announcement for all architectural and engineering services.

      2) Annual company submission of qualifications statements.

      3) Selection of winning Offeror based on demonstrated competence and qualifications.

      4) Discussion with and a ranking of at least three firms in order of preference.

      5) Negotiation with the highest qualified firm.

      6) Negotiation with the second highest qualified Offeror if a satisfactory agreement cannot be reached with the first ranked Offeror.

NOTE: A-E services required by Federal agencies are procured under the Brooks Act and the procedures in Part 36.6 of the Federal Acquisition Regulation (FAR).

Evaluation Preparation and Guidance: Setup: Brief the soldier on the Brooks Act and explain how A-E contracting differs from the procurement of other professional services.

Performance Measures:  

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<tr>
<td>1. Identified the Authority for A-E Contracting</td>
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<td>2. Explained the Brooks Act and its requirements</td>
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</table>
3. Explained the primary differences between contracting for A-E and other Professional services

4. Successfully completed AE Contracting PROSPECT Course

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. EP 715-1-7, Architect-Engineer Contracting


3. FAR 36.6/DFARS 236.6/PGI 236.6/AFARS 5136.6/EFARS Part 36.6, Architect-Engineer Services

4. P.L. 92-582, the Brooks Act, October 27, 1972

5. PROSPECT #4 Architect-Engineer Contracting Student Guide
EXPLAIN THE ARCHITECT-ENGINEER (A-E) SELECTION PROCESS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the A-E selection process and applicable components to include responsibilities, selection criteria, general procedures for evaluation boards and selection approval.

Standards: Identified the correct A-E selection process and applicable components of A-E firm selection.

Performance Steps:

1. Explain the steps of the A-E selection process IAW FAR 36.6 and Engineer Pamphlet (EP) 715-1-7, Architect-Engineer Contracting

NOTE: EP 715-1-7 is a comprehensive guide to doing A-E contracting in USACE. It is a step-by-step guide with many useful examples contained in the Appendices. Refer to the EP throughout each step of the A-E contracting process.

   a. Advertise a synopsis & evaluation criteria

NOTE: Prior to the A-E Selection Process, the Brooks Act requires the public announcement of an A-E services requirement. Public announcements for A-E services will reflect the minimum needs of the Government, not arbitrarily restrict eligible firms, and describe the work required and selection criteria in sufficient detail to facilitate a meaningful selection of the most highly qualified firm.

NOTE: As the A-E synopsis represents a combined synopsis/solicitation it must be fully coordinated among all functional staff elements.

NOTE: A-E firm responses to the synopsis are submitted using the SF 330 and are called “submittals”.

   b. Appoint A-E Selection Board Chairman and Members

NOTE: Refer to EP 715-1-7, Chapter 3-6, Board Membership and 3-6 (b) Member Qualifications

   c. Receive Offeror Responses (SF 330)

   d. Evaluate SF 330s and applicable additional documentation

   e. Interview A-E firms

   f. Formulate Board Consensus Documentation

   g. Recommend three (3) most highly qualified A-E firms to approval authority, in order of preference for negotiations.

   h. Commander approves ranking of the most highly qualified A-E firm.

   i. Promptly notify A-E firms of their selection status and offer a meaningful debriefing on the evaluation of their qualification submission.

   j. Transition to Proposal Phase
2. Explain the Responsibilities of the Commander, District Chief of Engineering Division and District Contracting Chief (DCC) and in the A-E selection process:

   a. District Commanders may appoint qualified professional personnel, by name and/or position, to:

      1) Serve as chairpersons and alternate chairpersons of A-E pre-selection and selection boards. (USACE Engineering Division employee registered or licensed engineer, architect or land surveyor, as appropriate for the type of work.)

      2) Approve A-E selections consistent with delegated authorities (EFARS 36.602-4(a)).

      3) Serve as members of A-E pre-selection and selection boards, as authorized by EFARS 36.602-2(a). (All USACE architects, engineers, geologists, and land surveyors serving as board members will hold professional registration.)

      Alternatively, commanders may establish appropriate qualifications for board members and delegate authority to the Chief of Engineering to designate specific personnel who satisfy those qualifications as board members.

   b. The District Chief of Engineering is responsible for the A-E selection process, including the technical content of public announcements for A-E services (including those prepared by other functional elements), the conduct of A-E evaluation (pre-selection and selection) boards, participation by customers in evaluation boards, and liaison with the A-E community.

   c. The DCC is responsible for the procurement-related content of public announcements for A-E services, and for general oversight of the A-E selection process to ensure regulatory compliance.

   NOTE: The Contract Specialist should assist the board to ensure regulatory compliance.

3. Identify the Primary and Secondary A-E Selection Criteria

   a. Primary Selection Criteria. The following criteria are primary and will be applied by a pre-selection board to determine the highly qualified firms and by a selection board to determine the most highly qualified firms. The primary criteria are listed in the order of importance which is usually most appropriate, however they may be ordered differently as warranted for specific contracts.

      1) Specialized Experience and Technical Competence (FAR 36.602-1(a)(2)).

      2) Professional Qualifications (FAR 36.602-1(a)(1)).

      3) Past Performance (FAR 36.602-1(a)(4)).

      4) Capacity (FAR 36.602-1(a)(3)).

      5) Knowledge of the Locality (FAR 36.602-1(a)(5)).

   b. Secondary Selection Criteria. These criteria are not to be used by the Pre-Selection Board. Rather, they are only used by the Selection Board as tie-breakers in determining the most highly qualified firm.

      1) SB and SDB Participation (Defense PGI 236.602-1(a)(6)(C)).

      2) Geographic Proximity (FAR 36.602-1(a)(5)).

      3) Volume of DoD Contract Awards (Defense PGI 236.602-1(a)(6)(A)).
c. A-E selections will be conducted in a fair, rational and consistent manner, in strict accordance with the announced selection criteria, and in compliance with FAR 36.602 and its supplements.

4. **Explain the difference between the pre-selection board and the selection board and the responsibilities of each.**

   NOTE: At a minimum, a Selection Board will be convened; Pre-Selection Boards are optional.

   a. Boards will only consider the following information: SF330 Parts I and II; any required supplemental information; documented performance evaluations, such as from the Architect-Engineer Contract Administration Support System (ACASS); DoD contract award data; and the results of interviews of the most highly qualified firms. A board will not assume qualifications which are not clearly stated in a firm’s submission or available from ACASS. A board will review the entire submission of each firm and not excerpts or summaries. A firm will not be contacted to clarify or supplement its submission, except during the interviews with the most highly qualified firms. In addition, boards shall not consider any cost factors.

   c. Boards can use any qualitative method, such adjectival or color coding, to evaluate and compare the qualifications of the firms relevant to each selection criterion.

   c. Boards shall not compare A-E firms side by side to one another.

5. **Describe the purpose and content of the pre-selection and selection board reports**

   a. Board documentation should consist of a final consensus of the board and discuss how any significant differences among the evaluations were resolved. The board must retain documents and worksheets generated during its evaluation so that the evaluation is sufficiently documented and allows review of the merits of a potential protest.

   b. Handwritten worksheets are acceptable. The cover and each page of the report containing source selection information will be labeled "SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND 3.104" and be protected as required by FAR 3.104-5. Personal worksheets must be similarly protected. Board members must not discuss the evaluation results with anyone who does not have a specific reason to know.

   NOTE: Refer to EP 715-1-7 Appendix T for a sample of a Pre-Selection Board Report. The report must clearly identify the specific weak or deficient qualifications of each firm not recommended as highly qualified. The report will be provided to the selection board and made a part of the selection board’s report. Separate approval of a pre-selection report is not required. Follow local procedures to determine whether pre-selection board members and/or chairman are required to sign the pre-selection board report.

   NOTE: Refer to EP 715-1-7 Appendix U for a sample of a Selection Board Report. The report must clearly describe the reasons why each eliminated firm was less qualified than the most highly qualified firms, summarize the relative strengths of each most highly qualified firm with respect to the selection criteria, and clearly describe the rationale for the relative ranking of each firm.

6. **Determine whether selection authority has been delegated by the Division Commander to your District Commander or other appropriate official.**

   a. IAW EFARS 36.602-4(a) Division or Center commanders shall be the selection authority. This authority may be redelegated, including, but not limited to, their deputies, district commanders, KOs, directors or chiefs of engineering, or other appropriate officials who do not have a conflict of interest.

   b. See Reference material for samples of a request from a District to Division for Delegation of A-E Selection Approval Authority, and a sample of the resultant delegation.
7. Notify the A-E firms.

   a. Notifications of firms shall be made within 10 days after selection approval in accordance with EFARS 36.607(a). No notifications will be made after a pre-selection board.

   b. The notification shall indicate to the firm that it is:

   1) The highest qualified, or

   2) Among the most highly qualified but not the highest qualified, or

   3) Not among the most highly qualified firms.

   4) The notification will also inform each firm that it may request a debriefing, but must do so in writing or electronically within 10 days after receiving the notification. The identity of the firm (or firms if multiple awards will be made from one synopsis) selected for negotiations may be released after the selection report is approved (FAR 36.607(a)). Within 10 days after contract award, all remaining most highly qualified firms shall be so notified.

8. Explain the process when an acquisition is canceled or significantly delayed.

   a. Upon written notice from the PM that the acquisition is to be cancelled, notices will be sent to all firms that responded to the public announcement within 10 days of the cancellation.

   b. When an acquisition will be significantly delayed, notices will be promptly sent to all firms still being considered, giving the estimated award date.

9. Explain the objectives and timing of debriefings.

   a. Objectives. There are two main objectives for a debriefing. First, instill confidence in the debriefed firm that the selection was conducted fairly and objectively in accordance with the announced selection criteria. Second, provide the firm with specific information to allow it to improve its weak qualifications and better compete for future similar projects.

   b. Timing. Unless impractical, debriefing of unsuccessful firms will be conducted within 14 days after receipt of a written request in accordance with FAR 15.506 (except 15.506(d)(2)-(d)(5)), FAR 36.607(b), and EFARS 36.607(b).

Evaluation Preparation and Guidance: Setup: Brief the Soldier on the mission and provide them sufficient information that they would be able to explain the steps for and components of the A-E Selection process.

Performance Measures:

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<th>Performance Measure</th>
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<tr>
<td>1. Explain the steps of the A-E Selection Process</td>
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<td>2. Explain the responsibilities of the Commander, EN Chief and DCC in the Selection process</td>
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<td>3. Identify the primary and secondary selection criteria, and explain how and when the secondary criteria are used in an A-E selection</td>
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<td>4. Explain the difference between a pre-selection and selection board</td>
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5. Describe the purpose and content of the selection board report

6. Identify the A-E selection approval authority for this District

7. Explain the timing and content of A-E notification letters

8. Explain the objectives and timing of A-E debriefings

9. Successfully complete the Architect-Engineer Contracting PROSPECT course

References: (See DVD for References)
Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. ACASS website
2. A-E Contractor Do’s and Don’ts
3. EP 715-1-7, Architect-Engineer Contracting
4. FAR 36.6 / DFARS 236.6 / PGI 236.6 / AFARS 5136.6/ EFARS Part 36.6, Architect-Engineer Services
5. P.L. 92-582, the Brooks Act, October 27, 1972
6. RPM-08-01 Use of Non-Government Personnel
7. Sample Request for Delegation of A-E Selection Authority
8. Sample Delegation of A-E Selection Authority - Response
9. SF 330, Architect-Engineer Qualifications
**Task 4-3**

**DEVELOP AN ARCHITECT-ENGINEER (A-E) SOLICITATION/REQUEST FOR PRICE PROPOSAL**

**Conditions:** You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to explain the A-E solicitation process.

**Standards:** Conduct mission analysis and properly identify and explain all of the key tasks and components related to the A-E solicitation process. Given a requirement for A-E services, developed a Request for Price Proposal (RFPP) in the Standard Procurement System/Procurement Desktop Defense (SPS/PD³). Properly determined whether the Service Contract Act (SCA) applied to the requirement. Explained the purpose and topics to cover in an A-E pre-proposal conference. Reviewed a Statement of Work (SOW) and identified inconsistencies with the solicitation and any other items needing correction. Correctly identified the requirement for, contents of and statutory limits of an A-E Independent Government Estimate (IGE).

**Performance Steps:**

1. **Develop the Request for Price Proposal (RFPP).**
   
   a. RFPPs are typically created and issued on a Standard Form (SF 33 in the SPS/PD³; however an A-E contract is awarded on a SF 252 “Architect-Engineer Contract” unless it is a special case as detailed in EP 715-7-1-7 Paragraph 3-15.
   
   b. The RFPP will include the SOW (which will be included in Section C in the Uniform Contract Format (UCF; FAR 15.204-1 and EFARS 15.204(a)), proposal instructions, pre-proposal conference date (if needed), proposal due date, name(s) and telephone number(s) of the Government negotiator(s), and the solicitation provisions and contract clauses.
   
   c. Read the SOW thoroughly, cross referencing it with the bid schedule or other contract requirements to make sure it is complete, accurate and biddable. If it doesn’t make sense to you, it probably won’t make sense to an A-E either. Some typical things to look for:

   1) General responsibilities of the A-E firm;
   
   2) Project description, including estimated construction cost (ECC), if relevant;
   
   3) Scope of A-E services;
   
   4) Schedule and deliverables. Refer to the most recent guidance from the Tri-Service CADD/(Geographic Information System (GIS) Technology Center on sample contract language for Computer Assisted Design Development (CADD) and GIS deliverables;
   
   5) Reviews and conferences;
   
   6) Technical criteria and standards, including Government-furnished information;

   d. Make sure that any options that are listed in the SOW are included in the bid schedule, and number of calendar days that the Government has to exercise each option is clearly stated.

**NOTE:** See EP 715-1-7, Appendix Y for a Sample A-E Statement of Work.

**NOTE:** See EP 715-1-7, Appendix X, Request for Price Proposal Instructions
2. Determine if the SCA applies to your requirement.

NOTE: IAW FAR 22.10, the SCA applies to an A-E contract if the SOW involves the use of service employees (such as drilling and survey crews, clerks, CADD operators, photographers, and laboratory technicians) to a significant or substantial extent. If so, include the SCA Wage Decision in the RFPP for use by the firm in preparing its proposal. SCA does not apply to

3. Schedule, prepare for, and host a pre-proposal conference.

NOTE: When appropriate, a pre-proposal conference(s) may be held between the A-E firm and pertinent Government representatives to discuss and resolve questions concerning the contract requirements, SOW, and RFPP instructions. The project site may also be inspected if appropriate.

NOTE: See EP 715-1-7, 4-7, Preproposal Conference for topics to address.

4. Revise SOW (if needed).

NOTE: Sometimes the SOW will need to be revised after the pre-proposal conference or site visit. Issue the revised SOW via an amendment to the solicitation.

5. Explain the requirement for, contents of and statutory limits of an A-E IGE.

NOTE: In accordance with FAR 36.605(a), an IGE is required for each A-E contract action expected to exceed $100,000 (total absolute value of all elements of the action, including credits). An informal or working estimate is recommended for actions of $100,000 or less. An IGE will be prepared and approved in accordance with the procedures in outlined in EP-715-1-7 Appendices X and Y. Disclosure of the IGE will comply with FAR 36.605(b).

NOTE: IGEs must consider and include the following:

   a. Six (6) percent statutory limitation for the “production and delivery of designs, plans, drawings and specifications” (FAR 15.404-4(c) (4) (i) (B) and 36.606(a), and EFARS 36.606-70(c))

   b. Direct Labor Costs

   c. Overhead

   d. Travel

   e. Other Direct Costs


NOTE: The IGE is typically received prior to the A-E proposal. However, in the event that the A-E proposal is received first, do not release the proposal until the approved IGE is in hand.

**Evaluation Preparation and Guidance:** Setup: Brief the Soldier on local policies or procedures related to the A-E Solicitation process. Review clauses and provisions that are to be included in A-E contracts. Provide guidance on creating an RFP for A-E services in SPS/PD². Provide examples of an IGE for A-E services and review the content with the Soldier.
Performance Measures:

1. Given a SOW for an A-E requirement, correctly determined whether the SCA applies  
   __________

2. Correctly identified the AE solicitation and contract forms  
   __________

3. Given an A-E requirement, developed an RFPP in SPS/PD²  
   __________

4. Given a SOW for an A-E requirement, identified inconsistencies with the solicitation and any other items needing correction.  
   __________

5. Explained the purpose and topics to cover in an A-E pre-proposal conference  
   __________

6. Correctly identified the requirement for, contents of and statutory limits related to an A-E IGE  
   __________

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. EP 715-1-7, Architect-Engineer Contracting

2. FAR 15.4 / DFARS 215.4 / PGI 215.4 / AFARS 5115.4 / EFARS Part 15.4, Contract Pricing

3. FAR 36.6 / DFARS 236.6 / PGI 236.6 / AFARS 5136.6 / EFARS Part 36.6, Architect-Engineer Services

4. PROSPECT #4 A-E Contracting Course Student Guide

5. SF 33, Solicitation, Offer and Award

6. SF 252, Architect-Engineer Contract
Task 4-4
NEGOTIATE AND AWARD AN ARCHITECT-ENGINEER (A-E) CONTRACT

**Conditions:** You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to execute an A-E negotiation and award.

**Standards:** Conduct mission analysis and properly identify and explain all key tasks related to negotiating and awarding an A-E contract. Given an A-E proposal, participated in the development of pre-negotiation objectives. After participating in an A-E negotiation, prepared the Price Negotiation Memorandum (PNM) that was clear, and accurately demonstrated the issues discussed and resultant resolution, so that the reader could determine whether a fair and reasonable price was achieved. Explained the purpose of Certified Cost or Pricing Data (C or P Data) and when a certificate of C or P Data is required. Given an A-E requirement, prepared the contract for award in the Standard Procurement System/Procurement Desktop Defense (SPS/PD2) and created the obligation in the Corps of Engineers Financial Management System (CEFMS).

**Performance Steps:**

1. **Receive the A-E price proposal and Independent Government Estimate (IGE).**

   Do not release the A-E proposal to the Project Manager (PM) until the approved IGE has been received.

2. **Request Technical Analysis of the proposal from the PM or engineer.**

   Technical analysis includes evaluation of the judgmental elements of the A-E proposal in accordance with FAR 15.404-1(e).

3. **Review the proposal for compliance with the RFPP and evaluate the factual aspects of the proposal.**

   While the PM or engineer is responsible for performing the technical analysis of the proposal, the contract specialist is responsible for analyzing the factual aspects of the proposal. These include labor rates, overhead components and rates, profit, and other direct costs such as travel, printing, and factual aspects of subcontractor proposals.


4. **Conduct a fact-finding session (if needed).**

   The negotiators may hold fact-finding sessions (FAR 15.406-1(a)) with a firm after receiving its price proposal and prior to negotiations. The purpose of fact-finding is to obtain information to better understand the proposal and its assumptions, and to clarify any ambiguities, omissions or uncertainties in the RFPP and Statement of Work (SOW) apparent after review of the proposal. After fact-finding, a revised proposal may be requested. No negotiation will take place during fact-finding; that is, the Government will not state its bargaining position or objectives during fact-finding.

5. **Prepare Pre-negotiations Objectives (PNO) and Pre-negotiation Objectives Memorandum (POM)**

   a. The PNOs are developed after a proposal has been analyzed. The PNO are the pertinent negotiation issues and the cost and profit objectives (FAR 15.406-1). The numerical objectives will be shown in a tabular comparison with the corresponding elements of the proposal, IGE, and audit (if available) to give the negotiators flexibility. Keyed to the numerical objectives will be a discussion of the
significant differences among the IGE, audit (if performed), PNO and proposal, and the issues to be covered during the negotiations. The PNO may be organized by phase of work, task, discipline, or other appropriate manner. The PNO are documented in a Prenegotiation Objective Memorandum (POM) which includes the significant details of the contracting action and the course of action the negotiators intend to pursue. The PNO is approved by the Contracting Officer (KO) prior to negotiations (AFARS 5115.406-1(b)).

b. The POM is key to a successful negotiation. The POM includes not only the differences between the proposal and IGE, but the basis of the differences, issues to be discussed, and basis for the Government position. It's not enough to point out where the proposal varies from the IGE, the questions the negotiators plan to ask, as well as the arguments they plan to make to achieve the objectives should be outlined in the POM.

6. Conduct Negotiations

   a. A-E contract negotiation is a team effort among engineers, architects contract specialists, legal counsel, contract auditors and other specialists, under the authority of the KO who is solely responsible for the final price agreement (FAR 15.405(a)). EP 715-1-7 Paragraph 4-13 “Negotiation of FFP Contracts” further describes the specific processes within negotiations.

   b. For a contract involving design, agreement must be reached on the Estimated Construction Cost (ECC) of the project because it directly impacts compliance with the six percent (6%) statutory limitation and the Design within Funding Limitation clause.

7. Receive the Final Revised Proposal and Certificate of Current Cost or Pricing Data, if required.

   Review the revised proposal to ensure that it is consistent with the resolutions reached during negotiations.

8. Prepare the Price Negotiations Memorandum (PNM)

   The negotiators will complete the PNM (FAR 15.406-3 and supplements thereto) promptly after concluding negotiations. A PNM will discuss the principal elements of the negotiation and the pre-negotiation objectives. The PNM will demonstrate that the final accepted price complies with the 6% statutory limitation, if applicable. If an audit was performed, the PNM will discuss any deviations from the audit recommendations in the final negotiated price. A PNM shall be prepared, reviewed and approved in accordance with local procedures (EFARS 15.406-3). Ordinarily, review and approval of a PNM should be concurrent with the review and approval of the final contract instrument.

9. Create and award the A-E contract.

   Use the Uniform Contract Format (UCF) in FAR 15.204.1 and the SF 252 “Architect-Engineer Contract.” Include contract clauses IAW the FAR and DFARS matrices for A-E.

   NOTE: Because the A-E contract is prepared on a different form from the RFPP, it must be sent to the A-E for signature after it has been reviewed by the KO and Counsel. If the A-E is local, ask the authorized representative to come into the office to sign the contract.

   NOTE: If the action is urgent, an award letter as described in EP 715-1-7 Appendix M “Streamlining Techniques for A-E Contracts and Task Orders” can be used, which also serves as the notice to proceed (NTP).

Evaluation Preparation and Guidance: Setup: Brief the Soldier on the mission and provide them sufficient information that they would be able to explain and complete the steps for and components of the A-E negotiations and award process.
Performance Measures:

1. Identify the steps within the A-E negotiations and award process

2. Describe the applicability of the six percent statutory limitation

3. Given an A-E proposal, developed the pre-negotiation objectives for the factual aspects of the proposal

4. Prepared a clear, accurate and understandable PNM

5. Explained the purpose of Cost or Pricing Data and when a certificate is required

6. Prepared an A-E contract in SPS/PD² and created the obligation in CEFMS

References: (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. FAR 15.4 /DFARS 215.4 /PGI 215.4/ AFARS 5115.4/ EFARS Part 15.4, Contract Pricing

2. EFARS Part 36.605, Government Cost Estimate for Architect-Engineer Work

3. EFARS Part 36.606, Negotiations

4. EFARS Part 36.606-70, Statutory Fee Limitation

5. EP 715-1-7, Architect-Engineer Contracting

6. SF 252, Architect-Engineer Contract
Task 4-5
EXECUTE THE ARCHITECT-ENGINEER (A-E) TASK ORDER PROCESS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to execute an A-E task order and applicable processes to include fair opportunity selection criteria and relevant notification and documentation procedures.

Standards: Identify the correct A-E task order process and applicable components. Given a requirement for an A-E task order, execute the process through task order award.

Performance Steps:

1. Given an A-E requirement, determine whether a current A-E Indefinite Delivery Indefinite Quantity (IDIQ) contract vehicle exists, whether sufficient capacity is available, and whether the requirement is within the scope of the contract.

NOTE: USACE maintains a national IDIQ contract database which can be sorted by type and Division.

2. Identify the differences in the process for executing an A-E Task Order (TO) under a Single Award Task Order Contract (SATOC) and a Multiple Award Task Order Contract (MATOC).

   a. A-E SATOC TOs are executed IAW FAR 16.505 and are not subject to fair opportunity prior to issuing a Request For Price Proposal (RFPP).

   b. A-E MATOC TOs require fair opportunity compliance IAW FAR 16.505(b)(1). Each awardee must receive a fair opportunity for consideration for each task order IAW the procedure specified in the basic IDC. The rationale for selection of the firm must be provided by the technical element performing the review.

3. Execute a TO under a SATOC for A-E services. Following is the list of steps.

   a. Review the Statement of Work for understanding, consistency and clarity.

   b. Prepare and issue an RFPP for the TO. The RFPP is typically issued by letter to the contractor with the SOW included as an enclosure.

   c. Receive an Independent Government Estimate (IGE) IAW the procedures in EP 715-1-7 Appendices X and Y.

   d. Receive the Price Proposal from the A-E firm.


   f. Prepare Pre-negotiations Objectives Memorandum (POM) and submit to the Contracting Officer (KO) for approval.

   g. Conduct Negotiations

   h. Prepare Price Negotiations Memorandum (PNM) and obtain approval from the KO

   i. Create the TO in the Standard Procurement System/Procurement Desktop Defense (SPS/PD²)
NOTE: Use the Uniform Contract Format IAW FAR 15.204.1 and prepare the TO using the DD From 1155 "Orders for Supplies or Services."

NOTE: Review the basic contract to ensure that all clauses applicable to the TO are included. If not, be sure to include them with the TO.

NOTE: OCONUS, Theater Business Clearance (TBC), Defense Base Act (DBA) Insurance and other theater specific clauses or information should also be incorporated at this time.

NOTE: If the action is urgent, an award letter as described in EP 715-1-7 Appendix M “Streamlining Techniques for A-E Contracts and Task Orders” can be used, which also serves as the notice to proceed (NTP).

j. Issue Task Order and perform distribution IAW local policies and procedures.

4. Describe the differences between TOs issued under a SATOC and MATOC. MATOC requirements follow these steps:

a. Advertise the Request for Technical Response to the A-E firms on the MATOC. This includes the Scope of Work and Fair Opportunity Document Evaluation criteria.

NOTE: The Fair Opportunity Document only solicits responses in terms of technical capability IAW the Brooks Act. Technical responses do not address any cost or pricing factors.

NOTE: It is not always necessary or required to ask for additional technical information and evaluation to select a task order recipient. It is allowable to use the existing SF 330s and do a desk review of qualifications against the SOW for the task order to determine the most highly qualified firm for the task order.

b. Receive the Technical Responses for the A-E firms.


NOTE: A-E evaluation members should be constituted based on the requirements of FAR 36.602-2(a), EFARS 36.602-2(a) and as listed in EP 715-1-7 Paragraph 3-6 Board Membership. Refer to Task 4-2 for further information.

d. Promptly Notify responsive A-E firms of their selection status and offer a meaningful debriefing on the evaluation of their technical response submission.

e. Review the Statement of Work for understanding, consistency and clarity.

f. Prepare and issue an RFPP for the TO to the selected A-E.

NOTE: The RFPP is typically issued by letter to the contractor with the SOW included as an enclosure.

g. Receive an Independent Government Estimate (IGE) IAW the procedures in EP 715-1-7 Appendices X and Y.

h. Receive the Price Proposal from the A-E firm.


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j. Prepare Pre-negotiations Objectives Memorandum (POM) and submit to the Contracting Officer (KO) for approval.

k. Conduct Negotiations

l. Prepare Price Negotiations Memorandum (PNM) and obtain approval from the KO

m. Create the TO in the Standard Procurement System/Procurement Desktop Defense (SPS/PD²)

NOTE: Use the Uniform Contract Format IAW FAR 15.204.1 and prepare the TO using the DD From 1155 “Orders for Supplies or Services.”

NOTE: Review the basic contract to ensure that all clauses applicable to the TO are included. If not, be sure to include them with the TO.

NOTE: OCONUS, Theater Business Clearance (TBC), Defense Base Act (DBA) Insurance and other theater specific clauses or information should also be incorporated at this time.

NOTE: If the action is urgent, an award letter as described in EP 715-1-7 Appendix M “Streamlining Techniques for A-E Contracts and Task Orders” can be used, which also serves as the notice to proceed (NTP).

n. Issue Task Order and perform distribution IAW local policies and procedures.

**Evaluation Preparation and Guidance:** Setup: Brief the Soldier on the mission and provide them sufficient information that they would be able to explain the steps to execute an A-E task order and applicable processes to include fair opportunity selection criteria and documentation procedures.

**Performance Measures:**

1. Identify the steps for an A-E SATOC Task Order Award

2. Identify the steps for an A-E MATOC Task Order Award

3. Using the USACE National IDIQ Database, determine whether an IDIQ contract Exists for a given requirement

4. Executed a Task Order under a SATOC or MATOC for A-E services

**References:** (See DVD for References)

Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

1. DBA Brief 09 with Encl 1-4
2. DBA Insurance Questions and Answers
3. EFARS Part 36.605, Government Cost Estimate for Architect-Engineer Work
4. EFARS Part 36.606, Negotiations
5. EFARS Part 36.606-70, Statutory Fee Limitation


7. Fair Opportunity Process Document

8. FAR 15.4 /DFARS 215.4 /PGI 215.4/ AFARS 5115.4/ EFARS Part 15.4, Contract Pricing

9. GRD-09-15 JCC-I Awards

10. PIL 2008-04 Theater Business Clearance (TBC) Requirements for Iraq and Afghanistan

11. PIL 2010-05 task Order and Delivery Order Contract Ombudsman

12. Task Order Checklist

13. USACE National IDIQ Database
Task 4-6
EXECUTE POST AWARD ACTIONS UNDER ARCHITECT-ENGINEER (A-E) CONTRACTS

Conditions: You are assigned as a Contingency Contracting Officer (CCO) and have access to current acquisition regulations, local procedures, and required automation and office supplies. You have been assigned to execute post award actions under A-E contracts.

Standards: Identify the correct post award actions under A-E contracts process and applicable components.

Performance Steps:

1. Assist the Contracting Officer (KO) with the appointment of a Contracting Officer’s Representative (COR) IAW Procurement Instruction Letter (PIL) 2011-02.

   NOTE: The technical management of A-E contracts is an engineering function that shall be managed by registered professional engineers/architects from within the engineering element.

   NOTE: COR’s must be trained IAW USACE PIL 2008-10-2, Contracting Officer’s Representative Training Requirements.

   NOTE: COR’s must be appointed IAW PIL 2011-02, Appointment of Contracting Officer’s Representatives

2. Monitor contract performance and ensure designated personnel are using ACASS to complete performance evaluations of the contracts A-E firms

   NOTE: Regulatory background and general procedures are outlined in EP 715-1-7 Chapter 6 Performance Evaluation.

   NOTE: The steps to resolving performance problems are detailed in EP 715-1-7 Paragraph 5-9 Resolving Performance Problems.

3. Ensure payments are processed IAW applicable regulation clauses and local policy.

   NOTE: Applicable regulatory clauses include FAR 52.232-10 Payments under Fixed-Price Contracts and FAR 52.232-26 “Prompt Payment for Fixed-Price A-E Contracts.”

4. Process required contract modifications, including exercising an option under an IDIQ contract.

   NOTE: Monitor base contract period expiration dates as well as contract capacity to ensure that options are executed in a timely manner.

   NOTE: Notify the Project Manager (PM) or requirements personnel approximately 60 days before the expiration of a contract to determine intent to exercise the option and request completion of the annual Architect-Engineer Contract Administration Support System (ACASS) evaluation.

   NOTE: Provide written notice to the A-E IAW the option clause of the contract, which is typically 30 days prior to the expiration of the contract.

5. Ensure Subcontracting Plan Reports are submitted IAW FAR 19.704, Subcontracting Plan Requirements.

   NOTE: The Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) shall be
submitted by the A-E using the Electronic Subcontracting Reporting System (eSRS) following the instructions in the eSRS.

6. **Ensure the prompt contract close out IAW FAR 4.804 to include:**
   
   a. All A-E liability actions resolved.
   
   b. ACASS performance evaluation(s) prepared, approved, and distributed.
   
   c. Return of all Government-furnished materials.
   
   d. Release of claims executed
   
   e. Final SFs 294 (ISR) and 295 (SSR) are submitted.

   **NOTE:** See [Army Contracting Command 51 C Level One Proficiency Guide](#) Task 3-9 “Conduct Contract Closeout”

**Evaluation Preparation and Guidance:** Setup: Brief the Soldier on the mission and provide them sufficient information that they would be able to explain the post award actions under A-E contracts.

**Performance Measures:**

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<tr>
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<th>GO</th>
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<tr>
<td>1. Identify the steps for post award actions under A-E contracts</td>
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<tr>
<td>2. Ensure successful completion of the Architect-Engineer Contracting PROSPECT Course</td>
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**References:** (See DVD for References)

Open the [NCO Contracting](#) website at [https://kme.usace.army.mil/CoPs/Contracting/default.aspx](https://kme.usace.army.mil/CoPs/Contracting/default.aspx). Accessing this site first will allow the hyperlinks to open.

1. [ACC 51C Level One Proficiency Guide](#)
2. [EP 715-1-7](#), Architect-Engineer Contracting
2. [eSRS website](#)
3. [PIL 2008-10-2](#), Contracting Officer’s Representative Training Requirements
4. [PIL 2011-02](#), Appointment of Contracting Officer’s Representatives
4a. [PIL 2011-02 Attachment 1](#) COR Nomination Memorandum
4b. [PIL 2011-02 Attachment 2](#) COR Designation Memorandum
4c. [PIL 2011-02 Attachment 3](#) COR File Review Checklist
5. [Ordering Officer Inspection Checklist](#)
6. [Sample DF to Exercise an Option](#)
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ACRONYMS
The following acronyms are a compilation of those used in this guide as well as those commonly used in USACE

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AED-S  Afghanistan Engineer District - South
AEI  Architectural and Engineering Instructions
AERRB  A-E Responsibility Review Board
AESS  Architect-Engineer Selection System (website/ Savannah District owned)
AF  Air Force
AFARS  Army Federal Acquisition Regulation Supplement
AFB  Air Force Base
AFCEE  Air Force Center for Environmental Excellence
AFDO  Award Fee Determination Official
AFEB  Award Fee Evaluation Board
AFH  Army Family Housing
AFRCE  Air Force Regional Civil Engineer
AFRICOM  Africa Command
AFSI  Army Single Face to Industry
AGC  Army Geospatial Center; Association of General Contractors
AIS  Automated Information System
AKO  Army Knowledge Online
ALCON  All Concerned
AMC  Army Material Command; Air Mobility Command (USAF)
AMSC  Army Management Staff College
ANG  Air National Guard
ANSF  Afghanistan National Security Forces
ANSI  American National Standards Institute
AOR  Area of Responsibility
AP  Acquisition Plan
APMD  Automated Performance Monitoring of Dams
APP  Accident Prevention Plan
AR  Army Regulation
ARMS  Automated review Management System; Access Request Management System
ARRA  American Recovery and Reinvestment Act
ASA  Assistant Secretary of the Army
ASA(CW)  Assistant Secretary of the Army (Civil Works)
ASA(ALT)  Assistant Secretary of the Army (Acquisition Logistics & Technology)
ASAP  As Soon as Possible
ASB  Acquisition Strategy Board
ASBCA  Armed Services Board of Contract Appeals
ASC  Acquisition Support Center
ASD  Assistant Secretary of Defense
ASFI  Army Single Face to Industry
ASP  Acquisition Strategy Panel
ASSM  Army Source Selection Manual
ASSP  Army Service Strategy Panel
ASPA  Armed Services Procurement Act
AST  Above-Ground Storage Tanks
ASTM  American Society of Testing Materials
AT&L  Acquisition Technology & Logistics
ATMP  Army Training Management Program
ATS  Acquisition Tracking System (website/ Ft Worth District owned)
ATTN  Attention
AWD  Award
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FPMS  Flood Plain Management Service
FPQI  Fixed Price with Quality Incentive
FPR  Final Proposal Revision
FR  Federal Register
FRAGO  Fragmentary Order (Supplement to an OPORD)
FS  Feasibility Study
FSC  Federal Supply Code
FSRM  Facility Sustainability, Repair and Maintenance
FTA  Free Trade Agreements
FTE  Full Time Equivalent
FTP  File Transfer Protocol
FUDS  Formerly Used Defense Site
FUSRAP  Formerly Used Sites Remedial Action Program
FWA  Fraud, Waste and Abuse
FWI  Funded Work Item
FY  Fiscal Year
FYDP  Future Years Defense Program
FYI  For Your Information
FYSA  For Your Situational Awareness

G
GA  Government Approval
G&A  General & Administrative
GAO  Government Accountability Office
GDM  General Design Memorandum
GE  General Expense; Government Estimate
GFE  Government Furnished Equipment
GFM  Government Furnished Materials
GFP  Government Furnished Property
GI  General Investigation
GIS  Geographic Information System
GL  Geotechnical Laboratory
GO  General Officer
GPA  Government Procurement Agreement
GPC  Government Purchase Card
GTC  Government Travel Card
GPE  Government-wide Point of Entry
GPI  Global Positioning Initiative
GPO  Government Printing Office
GPRA  Government Performance and Results Act
GPS  Global Positioning System
GRD  Gulf Region District (Iraq)
GS  General Schedule
GSA  General Services Administration

H
H&H  Hydrology & Hydraulics
H&S  Health & Safety
HAZMAT  Hazardous Materials
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Chapter 3, p 12
LMO  Logistics Management Office
LOA  Letter of Authorization
LOC  Letter of Credit
LOI  Letter of Intent
LOS  Level of Service
LRB  Buffalo District
LRC  Chicago District
LRD  Lakes and Rivers Division
LRE  Detroit District
LRH  Huntington District
LRL  Louisville District
LRN  Nashville District
LRP  Pittsburgh District
LTC  Lieutenant Colonel
LTM  Long Term Maintenance
LTO  Long Term Operation
LTRA Long Term Response Action
LUFT  Leaking Underground Fuel Tank

M  Million
M2S2  Military Munitions Support Services
MAAWS  Money as a Weapon System
MACOM  Major Army Command
MAJ  Major
MAJCOM  Major Command
MAST  MEGA Acquisition Strategy Team
MATOC  Multiple Award Task Order Contract
MCA  Military Construction, Army
MCACES  Microcomputer-Aided Cost Engineering System
MCAF  Military Construction, Air Force
MCAR  Military Construction Army Reserves
MCCO  Military Contingency Contracting Officer
MCCT  Military Contingency Contracting Team
MCX  Mandatory Center of Expertise
MEC  Munitions and Explosives of Concern
MDC  Marine Design Center
MED  Middle East District
MEDCOM  US Army Medical Command
MEGA Multiple Environmental Government Acquisition (Strategy)
MESA  Multifaceted Environmental Service Action
MFR  Memorandum for Record
MGMT  Management
MGR  Manager
MILCON  Military Construction
MILSPEC  Military Specification
MILSTD  Military Standard
MIPR  Military Interdepartmental Purchase Request (DD Form 448)
MIS  Management Information System
MMRP  Military Munitions Response Program
MOA  Memorandum of Agreement
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<td>Plant Replacement and Improvement Program</td>
</tr>
<tr>
<td>PRISM</td>
<td>Project &amp; Resource Information Systems for Management</td>
</tr>
<tr>
<td>PROJNET3</td>
<td>Program extraNet</td>
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<tr>
<td>PROMIS</td>
<td>Program &amp; Project Management Information Systems</td>
</tr>
<tr>
<td>PROSPECT</td>
<td>Proponent-Sponsored Engineer Corps Training</td>
</tr>
<tr>
<td>PRT</td>
<td>Planning &amp; Response Team; Provincial Reconstruction Team</td>
</tr>
<tr>
<td>PT</td>
<td>Procurement Technician</td>
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<tr>
<td>PTAC</td>
<td>Procurement Technical Assistance Center</td>
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<tr>
<td>PW</td>
<td>Public Works</td>
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<td>PWS</td>
<td>Performance Work Statement</td>
</tr>
<tr>
<td>PY</td>
<td>Prior Year</td>
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</tbody>
</table>

**Q**

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
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<tbody>
<tr>
<td>QA</td>
<td>Quality Assurance</td>
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<tr>
<td>QAC</td>
<td>Quality Assurance Coordinator</td>
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<tr>
<td>QAE</td>
<td>Quality Assurance Evaluator</td>
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<tr>
<td>QAP</td>
<td>Quality Assurance Plan</td>
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<tr>
<td>QAR</td>
<td>Quality Assurance Representative</td>
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<tr>
<td>QASP</td>
<td>Quality Assurance Surveillance Plan</td>
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<tr>
<td>QAT</td>
<td>Quality Assurance Team</td>
</tr>
<tr>
<td>QBE</td>
<td>Query by Example (MS Access)</td>
</tr>
<tr>
<td>QC</td>
<td>Quality Control</td>
</tr>
<tr>
<td>QCM</td>
<td>Quality Control Manual</td>
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<tr>
<td>QCP</td>
<td>Quality Control Plan</td>
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<tr>
<td>QM</td>
<td>Quality Manager</td>
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<tr>
<td>QMP</td>
<td>Quality Management Plan</td>
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<tr>
<td>QMR</td>
<td>Quality Management Representative</td>
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<tr>
<td>QMS</td>
<td>Quality Management System</td>
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**R**

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<tr>
<th>Acronym</th>
<th>Description</th>
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<tbody>
<tr>
<td>R&amp;D</td>
<td>Research &amp; Development</td>
</tr>
</tbody>
</table>
RTLP  Ranges and Training Land Program
R/W  Right of Way

S
S&A  Supervision and Administration
S&I  Supervision and Inspection
S&S  Savings and Slippage
SA  Systems Administrator; Secretary of Army; Situational Awareness
S/A  Site Adapt
SAB  Subject as Above, Same as Above
SABRE  Simplified Acquisition Base Engineering Requirements (Air Force)
SAC  Charleston District; Senate Appropriations Committee
SACCR  Schedule and Cost Change Report/Requests
SAD  South Atlantic Division
SADBU  Small and Disadvantaged Business Utilization (Specialist)
SAF  Subject to Availability of Funds
SAJ  Jacksonville District
SAM  Mobile District
SAP  Simplified Acquisition Procedures
SARA  Superfund Amendment and Reauthorization Act
SAS  Savannah District
SAT  Simplified Acquisition Threshold
SATOC  Single Award Task Order Contract
SAV  Staff Assistance Visit
SAW  Wilmington District
SB  Small Business
SBA  Small Business Administration (www.sba.gov)
SBSA  Small Business Set-Aside
SCA  Service Contract Act
SCR  Special Contract Requirement
SDB  Small Disadvantaged Business
SDDC  Surface Deployment Distribution Command
SDVOSB  Service Disabled Veteran Owned Small Business
SEC DEF  Secretary of Defense
SES  Senior Executive Service
SF  Standard Form; Special Forces (Army)
SF 18  Request for Quotations
SF 24  Bid Bond
SF 25  Performance Bond
SF 25-A  Payment Bond
SF 26  Award/Contract
SF 28  Affidavit of Individual Surety
SF 30  Amendment of Solicitation/Modification of Contract
SF 33  Solicitation, Offer and Award
SF 252  Architect-Engineer Contract
SF 273  Reinsurance Agreement for a Miller Act Performance Bond
SF 274  Reinsurance Agreement for a Miller Act Payment Bond
SF 294  Subcontracting Report for Individual Contracts (removed from FAR)
SF 295  Summary Subcontract Report
SF 330  Architect-Engineer Qualifications
| SF 1414 | Consent of Surety |
| SF 1415 | Consent of Surety and Increase of Penalty |
| SF 1420 | Performance Evaluation – Construction Contracts |
| SF 1442 | Solicitation, Offer and Award (Construction, Alteration or Repair) |
| SF 1444 | Request for Authorization of Additional Classification |
| SF 1445 | Labor Standards Interview |
| SF 1446 | Labor Standards Investigation Summary Sheet |
| SF 1449 | Solicitation/Contract/Order for Commercial Items |
| SFC | Sergeant First Class |
| SFG | Special Forces Group |
| SFO | Support for Others |
| SHPO | State Historic Preservation Office |
| SI | Site Investigation / Inspection |
| SIGAR | Special Inspector General for Afghanistan Reconstruction |
| SIGIR | Special Inspector General for Iraq Reconstruction |
| SIOH | Supervision, Inspection and Overhead |
| SIR | Supplemental Information Report (SIR) |
| SITREP | Situation Report |
| SL | Sick Leave |
| SLC | Senior Leadership Counsel |
| SM | Study Manager |
| SmART | Small Action Remediation Tool |
| SME | Subject Matter Expert |
| SO | Safety and Occupational Health |
| SOCOM | Special Operations Command |
| SOF | Special Operations Forces (DoD); Statement of Findings |
| SOFA | Status of Forces Agreement |
| SOH | Safety & Occupational Health |
| SOL | Solicitation |
| SOO | Statement of Objectives |
| SOP | Standing Operating Procedure; Standard Operating Procedures |
| SOUTHCOM | Southern Command |
| SOW | Statement of Work |
| SPA | Albuquerque District |
| SPD | South Pacific Division |
| SPDES | State Pollution Discharge Elimination System |
| SPK | Sacramento District |
| SPL | Los Angeles District |
| SPN | San Francisco District |
| SPOC | Single Point of Contact |
| SPOT | Synchronized Pre-deployment and Operational Tracker |
| SPOT-ES | Synchronized Pre-deployment and Operational Tracker – Enterprise Suite |
| SPOTREP | Spot Report |
| SPIRIT | Sustainable Project Rating Tool |
| SPS | DoD Standard Procurement System (also referred to as PD²) |
| SPT | Small Projects Team; Support |
| SR | Senate Resolution |
| SRB | Solicitation Review Board |
| SRM | Sustainability, Repair and Maintenance |
| SrPM | Senior Project Manager |
SSA  Source Selection Authority
SSAC  Source Selection Advisory Council
SSDD  Source Selection Decision Document
SSEB  Source Selection Evaluation Board
SSG  Staff Sergeant
SSHP  Site Safety and Health Plan
SSO  Source Selection Organization
SSP  Source Selection Plan
SSR  Summary Subcontract Report
STAT  Statutory
SV  Schedule Variance
SWA  Southwest Asia
SWB  Social Well Being
SWD  Southwestern Division
SWF  Fort Worth District
SWG  Galveston District
SWL  Little Rock District
SWO  Stop Work Order
SWPP  Storm Water Prevention Plan
SWT  Tulsa District

T  
T3  Tips, Tools, Techniques
T4C  Termination for Convenience
T4D  Termination for Default
T&M  Time and Materials
T&MLH  Time and Materials, Labor Hour
TAC  Trans-Atlantic Program Center
TAD  Trans-Atlantic Division
TAG  Gulf Region District
TAM  Middle East District (MED)
TAN  Afghanistan Engineer District - North
TAPES  Total Army Performance Evaluation System
TAS  Treasury Account Symbol
TAS  Afghanistan Engineer District - South
TBC  Theater Business Clearance
TBA  To Be Announced
TBD  To Be Determined
TCCA  Transfer of Contract Capacity Agreement
TCM  Travel Cost Methodology
TCMS  Theater Construction Management System
TCO  Termination Contracting Officer
TCP/IP  Transfer Control Protocol/Internet Protocol
TCRA  Time Critical Response Action
TCX  Transportation Center of Expertise
TD  Technical Document
TDA  Table of Distribution and Allowance
TDLS  Technical Direction Letters
TDY  Temporary Duty
TEC  Topographic Engineering Center
TEMF  Tactical Equipment Maintenance Facility
TEMP  Temporary
TEN  Technical Excellence Network
TERC  Total Environmental Remediation Contract
TFC  Termination for Convenience
TFD  Termination for Default
TI  Training Instructions
TIs  Technical Interchange Meetings
TINA  Truth in Negotiations Act
TIP  Trafficking in Persons
TK  Time Keeping
TLM  Total Labor Multiplier
TM  Team Member, Technical Manager
TMA  TRICARE Management Activity
TO  Task Order (Services, including Construction)
TOC  Task Order Contract; Table of Contents
TPC  Total Project Costs
TRC  Technical Review Conference
TSCA  Toxic Substances Control Act
TSE  Technical, Scientific, Engineering

U
UAI  USACE Acquisition Instruction
UCA  Undefinitized Contract Action
UCF  Uniform Contract Format
UCO  Unpriced Change Order
UDV  Unit Day Value
UFC  USACE Finance Center (Millington, TN)
UFGS  Unified Facilities Guide Specifications
UI  Unit of Issue
ULA  USACE Logistics Activity
ULC  USACE Learning Center
ULO  USACE Logistics Office
UMC  Unspecified Minor Construction
UMCS  Utility Monitoring and Control Systems
UMMC  Unspecified Minor Military Construction
UMMCA  Unspecified Minor Military Construction, Army
UOC  USACE Operations Center
UPASS  Universal Password Administration & Security System
UPRR  Union Pacific Railroad
URL  Uniform Resource Locator
USACE  US Army Corps of Engineers (www.usace.army.mil)
USAED  US Army Engineer District of US Army Engineer Division
USAID  US Agency for International Development
USASOC  US Army Special Operations Command
USC  US Code
USCG  US Coast Guard
USDA  US Department of Agriculture
USF&WS  US Fish and Wildlife Service (the Service)
USF-I  US Forces - Iraq

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<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>USFOR-A</td>
<td>US Forces - Afghanistan</td>
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<tr>
<td>USG</td>
<td>US Government</td>
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<tr>
<td>USGS</td>
<td>US Geological Survey</td>
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<tr>
<td>US&amp;R</td>
<td>Urban Search &amp; Rescue</td>
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<tr>
<td>UST</td>
<td>Underground Storage Tank</td>
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<tr>
<td>USTRANS</td>
<td>US Transportation Command</td>
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<tr>
<td>UXO</td>
<td>Unexploded Ordnance</td>
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<tr>
<td>V</td>
<td>Value Engineering</td>
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<tr>
<td>VE</td>
<td>Value Engineering Change Proposal</td>
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<tr>
<td>VECP</td>
<td>Value Engineering Proposal</td>
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<tr>
<td>VEP</td>
<td>Value Engineering Proposal</td>
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<tr>
<td>VEQ</td>
<td>Variation in Estimated Quantities</td>
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<tr>
<td>VMS</td>
<td>Vehicle Maintenance Shop</td>
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<tr>
<td>VEST</td>
<td>Value Engineering Study Team</td>
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<tr>
<td>VM</td>
<td>Value Management</td>
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<td>VMP</td>
<td>Value Management Plan</td>
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<tr>
<td>VPD</td>
<td>Vehicles Per Day</td>
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<td>VPN</td>
<td>Virtual Private Network</td>
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<tr>
<td>VSB</td>
<td>Very Small Business</td>
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<tr>
<td>VTC</td>
<td>Video Teleconference Call</td>
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<tr>
<td>VOSB</td>
<td>Veteran Owned Small Business</td>
</tr>
<tr>
<td>W</td>
<td>Work Authorization Document</td>
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<tr>
<td>WAD</td>
<td>Work Authorization Document</td>
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<tr>
<td>WAMAS</td>
<td>Warrant Management System</td>
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<tr>
<td>WAWF</td>
<td>Wide Area Work Flow</td>
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<tr>
<td>WBR</td>
<td>Whole Barracks Renewal</td>
</tr>
<tr>
<td>WCC</td>
<td>Work Category Codes</td>
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<tr>
<td>WCDS</td>
<td>Water Control Data System</td>
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<tr>
<td>WCSC</td>
<td>Waterborne Commerce Statistics Center</td>
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<tr>
<td>WD</td>
<td>Workforce Development Division; Wage Decision</td>
</tr>
<tr>
<td>WERS</td>
<td>Worldwide Environmental Remediation Services</td>
</tr>
<tr>
<td>WES</td>
<td>Waterways Experiment Station</td>
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<tr>
<td>WFO</td>
<td>Work For Others</td>
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<tr>
<td>WGL</td>
<td>Weighted Guidelines</td>
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<tr>
<td>WH 347</td>
<td>Payroll (For Contractor’s Optional Use)</td>
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<tr>
<td>WI</td>
<td>Work Item</td>
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<tr>
<td>WIC</td>
<td>Work Item Code</td>
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<tr>
<td>WIK</td>
<td>Work In-Kind Contributions</td>
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<tr>
<td>WIP</td>
<td>Work-In-Place; Work in Progress</td>
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<tr>
<td>WMD</td>
<td>Weapons of Mass Destruction</td>
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<tr>
<td>WOB</td>
<td>Women-Owned Business</td>
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<tr>
<td>WOSB</td>
<td>Women-Owned Small Business</td>
</tr>
<tr>
<td>WPC</td>
<td>Western Process Center</td>
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<tr>
<td>WR</td>
<td>Wage Rate</td>
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<tr>
<td>WRC</td>
<td>Water Resources Council</td>
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<tr>
<td>WRDA</td>
<td>Water Resources Development Act - Public Law 106-53</td>
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<tr>
<td>WRSO</td>
<td>Water Resources Support Center</td>
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<tr>
<td>WS</td>
<td>Water Supply</td>
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</tbody>
</table>
WSAR  Weekly Significant Activities Report
WTO  World Trade Organization
WTO GPA FTA  World Trade Organization Government Procurement Agreement Free Trade Agreements
WWW  World Wide Web

X
XA  Executive Assistant
XO  Executive Officer, Executive Office
Web Links to more acronyms:

General:  http://www.ucc.ie/acronyms
          http://www.acronymfinder.com

          http://www.armystudyguide.com/resources/army_acronyms.htm

Air Force: http://www.iastate.edu/~airforce/Cadet/Airpower/AFAcron.html


DTIC:    http://www.dtic.mil/doctrine/jel/doddict/
          http://www.dtic.mil/dtic/find.html

FEMA:    http://www.fema.gov/plan/prepare/faat.shtm

Navy:    http://www.geocities.com/navywivesclulb/acronyms.html
          http://www.navyspouses.com/navyacronyms.htm
          http://isis.vanderbilt.edu/Projects/micants/internal/acronyms.html
          http://www.sd.fisc.navy.mil
TERMS
AND
DEFINITIONS
CHAPTER 3-2
TERMS AND DEFINITIONS

ABSOLUTE AGGREGATE VALUE (OF A MODIFICATION): The sum of the cost increases and cost decreases without regard to algebraic sign, i.e., a modification containing requirements increasing the contract cost by $25,500 and other requirements decreasing the contract cost by $25,700 would have an absolute value of $51,200.

ACCELERATION (CONSTRUCTIVE): An act or failure to act by the Government which does not recognize that the contractor has encountered excusable delays for which he is entitled to a time extension and which requires the contractor to accelerate his schedule in order to complete the contract requirements by the existing contract completion date. This situation may be brought about by the Government's denial of a valid request for a contract time extension or by the Government's untimely granting of a time extension.

ACCELERATION (DIRECTED): The buying back of a time extension otherwise due the contractor under the terms of the contract in an effort to complete the work within the existing contract completion date.

ACCIDENT: An unplanned event that results in injury, illness, death, property damage, mission interruption, or other loss that has a negative effect on the mission

ACCIDENT PREVENTION PLAN (APP): Contractor or Government plan that describes how each organization will comply with requirements of Corps of Engineers Safety Manual and requirements of other applicable safety documents in protecting all employees and the public from injury or death.

ACQUISITION: The acquiring by contract with appropriated funds of supplies or services (including construction and Architect-Engineer services) by and for the use of the Federal Government. Acquisition begins at the point when agency needs are established and includes the description of requirements to satisfy agency needs, solicitation and selection of sources, award of contracts, contract financing, contract performance, contract administration, and those technical and management functions directly related to the process of fulfilling agency needs by contract. [FAR 2.101]

ACQUISITION PLANNING: The process by which the Government coordinates and integrates the efforts of all personnel responsible for an acquisition through a comprehensive plan. Its purpose is to satisfy an agency's needs in the most effective, economical and timely manner and should address how the Government will manage the acquisition through all phases of the acquisition life cycle. FAR Part 7 addresses policies related to acquisition planning and development of written acquisition plans. Acquisition planning should begin as soon as the agency need is identified [FAR 7.104(a)]

ACQUISITION REVIEW BOARD: The body established by the District/Division Engineer to review proposed awards of contracts and modifications to ensure they satisfy regulatory and procedural requirements and are legally, technically, and financially sufficient. Also known as the Advanced Acquisition Strategy Board.

ACQUISITION STRATEGY MEETING: A meeting to determine the method of acquisition that will be used to procure the product or service for the customer. This includes type of contract, source selection method, small business program participation and other considerations.

ACTEDS INTERNS: Interns funded by and on the rolls of the Department of Army. Also referred to as DA Interns.

ACTS OF GOD: An extraordinary interruption by a natural cause, as a flood or earthquake, of the usual course of events that experience, foresight or care cannot reasonably foresee or prevent. An event in nature over which neither the Government nor the contractor has any control.
ADJUSTMENT IN ESTIMATED QUANTITIES: A contract adjustment pursuant to FAR 52.211-18, Variation in Estimated Quantities, which allows for field measurement of quantities delivered or performed.

ADMINISTRATIVE CHANGE: A unilateral contract change, in writing, that does not affect the substantive rights of the parties such as a change in the address of either party or the appropriation data. An administrative change does not affect the statement of work, price or time.

ADMINISTRATIVE CONTRACTING OFFICER (ACO): An individual who has been delegated the authority to modify construction contracts under the following clauses: Changes, Differing Site Conditions, Variations in Estimated Quantity, Value Engineering, and Suspension of Work up to an amount set by the Contracting Officer for each individual action. The ACO is normally the Area Engineer. ACO Warrants cannot exceed $500,000.

ADMINISTRATIVE OFFICE: The office within USACE that is designated by the Contracting Officer (KO) to administer the contract or task order. The Administrative Office may be an Area Office or Resident Engineer Office within a District or Center's responsibility.

ADVANCE ACQUISITION PLANNING: Advance acquisition planning and analysis formalizes management review of procurement decisions which are coordinated and integrated to execute the customers' programs and projects. Advance planning will ensure the optimal procurement method.

ADVANCE AGREEMENT (AA): Advance agreements are contractual, bilateral agreements that define the treatment of special or unusual costs and the policies and procedures to be followed during the life of the cost-reimbursement contract associated with these cost items. AAs are incorporated into the contract by bilateral modification.

AFFILIATE: Associated business concerns or individuals if, directly or indirectly, (a) either one controls or can control the other or (b) a third party controls or can control both. [FAR 2.101]

ALLOCATION: An authorization by DA making funds available within a prescribed amount to an operating agency for the purpose of making sub-allocations or allotments.

ALLOTMENT: Document (DA Form 1323) or fund authorization document (FAD) evidencing action taken by a general operating agency making funds available to installations and/or separate activities for obligation purposes. This document is authority to obligate and is issued quarterly, or as required.

ANNUAL YEAR APPROPRIATION: An appropriation account that is available for incurring obligations for a definite period of time not in excess of 1-fiscal year.

APPROPRIATION: An authorization by an act of Congress to incur obligations for specified purposes and to make subsequent payments, therefore, out of the Treasury of the United States. Appropriations are classified as being annual or multi-year depending on the period of time that is available for obligation purposes.

APPORTIONMENT: A determination by the Office of Management and Budget (OMB) as to the amount of obligations which may be incurred during a specified period (usually quarterly) under an appropriation, contract authorization, other statutory authorizations, or a combination thereof, pursuant to Revised Statutes 3679, as amended (31 U.S.C. 665).

ACQUISITION PLANNING AND ANALYSIS: The process used to formalize management review of procurement decisions which are coordinated and integrated to execute the customer's project requirements. Advanced planning will ensure the optimal procurement method, and informs the Project Delivery Team (PDT) and involved organizations, including the customer, of the impending workload scheduling requirements, individual project anomalies, and challenges prior to initiation of the acquisition
process. Additionally, acquisition planning ensures adequate capacity to leverage the workforce in meeting the requirements of all customers as well as potential emergency developments.

ARCHITECT-ENGINEER CONTRACT ADMINISTRATION SUPPORT SYSTEM (ACASS): A central file of data containing information on Architect-Engineer (A-E) firms as well as A-E performance evaluations.

ARCHITECT-ENGINEER (A-E) FIRM: A vendor hired by USACE to provide services requiring professional and/or architectural license, as defined by state regulatory agencies and laws.

ARCHITECT-ENGINEER (A-E) NEGLIGENCE: The failure to meet the standard of reasonable care, skill and diligence that one in the A-E profession would ordinarily exercise under similar circumstances.


ARMED SERVICES BOARD OF CONTRACT APPEALS (ASBCA): The administrative board which renders decisions under the Disputes provisions of DoD contracts, including construction. The board is composed of attorneys. The Board members are designated Administrative Judges.

ARMY SINGLE FACE TO INDUSTRY (ASFI)/ELECTRONIC DATA INTERCHANGE (EDI): ASFI is a Government system that provides universal user access, employs nationally and internationally recognized data formats, and allows electronic data interchange of acquisition information between the private sector and the Federal Government.

AS-BUILTS: The contract drawings and specifications, updated by the construction contractor to reflect the actual construction of the project. As-builts incorporate amendments issued during solicitation, modifications during construction, user requested changes, field changes, shop drawing modifications, and contractor designs. Interim or working as-built documents are those that the contractor produces that depict the as-built condition as the construction progresses. Final or record as-built documents are those approved by the government and furnished to the customer.

ASSIGNMENT OF CLAIMS: The assignment by the contractor to a bank, trust company, or other financing institution, as security for a loan to the contractor, of its right to be paid by the Government for contract performance.

AUTOMATED INFORMATION SYSTEMS (AIS): A combination of computer hardware and software, telecommunications information technology, personnel, and other resources that collect, record, process, store, communicate, retrieve, and display information. AISs for USACE include the Corps of Engineers Financial Management System (CEFMS), Project Planning System (P2), Standard Procurement System/Procurement Desktop Defense (SPS/PD²), Real Estate Management Information System (REMIS), and Resident Management System (RMS).

AWARD FEE DETERMINATION OFFICIAL (AFDO): The AFDO approves the award-fee plan and any significant changes. The AFDO will establish an AFEB to assist by making award fee recommendations. The AFDO reviews the recommendation(s) of the AFEB, considers all pertinent data, and unilaterally determines the earned-award-fee amount for each evaluation period.

AWARD FEE EVALUATION BOARD (AFEB): AFEB members will review performance monitors’ evaluation of the Contractor’s performance, consider all information obtained from pertinent sources, prepare interim performance reports, and arrive at an earned-award-fee recommendation to be presented to the AFDO. The AFRB will also recommend changes to the Award Fee Plan.

BENEFICIAL OCCUPANCY: Beneficial occupancy is the occupancy of an uncompleted (but functionally complete) building, structure, facility or part of facility for its intended purpose under circumstances which are advantageous to the occupant and which produce relatively little interference with the builder in completing construction. Prior to occupancy by the Using Service, a written agreement between the
contractor and the Government is executed listing deficiencies, remaining work, and other conditions of occupancy that must be consummated. Beneficial occupancy may be a contract requirement.

**BENEFICIAL OCCUPANCY DATE (BOD):** The date, agreed upon by USACE and the customer, when the facility will be ready for useful occupancy and/or installation of equipment/furniture. The DD1354 “Transfer and Acceptance of DoD Real Property” should be completed prior to beneficial occupancy.

**BIDDABILITY, CONSTRUCTIBILITY, OPERABILITY AND ENVIRONMENTAL (BCOE) CERTIFICATION:** Certification by the Chiefs of Engineering and Construction that all BCOE comments have been resolved and incorporated into the plans and specifications appropriately.

**BIDDABILITY, CONSTRUCTIBILITY, OPERABILITY AND ENVIRONMENTAL (BCOE) REVIEW:** A final review of contract documents prior to advertisement of projects to validate the ease with which a designed project can be understood, bid, built, administered, and executed and the ease with which the finished project can be operated while protecting air, water, land, animals, plants, and other natural resources during construction and operation of the project. See ER 415-1-11 for more information.

**BILATERAL MODIFICATION:** A supplement agreement to the contract, which the contracting officer and the contractor have agreed to a change in the statement of work, price and/or time adjustment. The modification is signed by the contractor and the Contracting Officer (KO). Bilateral modifications are used to make negotiated equitable adjustments resulting from the issuance of a change order; and reflect other agreements of the parties modifying the terms of the contracts.

**BORROW EASEMENT:** A perpetual easement needed to excavate materials to construct facilities of a project. Typically used if the need is long-term, otherwise for short-term use, a temporary easement is acquired by Real Estate Division.

**BUILDING CODES:** Codes used to establish construction standards, including life safety codes for states and municipalities. Codes may vary by location and may be supplemented by local regulations.

**CENTER CONTRACTING CHIEF (CCC):** The senior contracting official within a USACE Contracting Center and is the managerial arm for the delivery of contracting services within their organization. Responsibilities include acquisition strategy, manpower management, manpower development, budget development, process standardization and policy dissemination and implementation within their organization.

**CERTIFIED 8(a) FIRM:** A small business firm owned and operated by socially and economically disadvantaged individuals eligible to receive federal contracts under the Small Business Administration’s 8(a) Business Development Program.

**CHANGE ORDER (CONSTRUCTIVE):** An act or failure to act by the Government which is not a directed change order but which has the effect of requiring the contractor to accomplish work different from that required by the existing contract documents.

**CHANGE ORDER (DIRECTED):** A directive issued by a unilateral contract modification which requires the contractor to accomplish work different from that required by the existing contract documents and where the changed work requirements fall under the general scope of the contract and within the physical limits of the construction site.

A written order, signed by the Contracting Officer, directing the contractor to make a change that the Changes clause authorizes the contracting officer to order without the contractor’s consent. [FAR 2.101.]

**CHANGED WORK:** The contract requirements altered by a change order or a contract modification.

**CIVIL WORKS (CW):** Any nonmilitary funded project (typically navigation or flood control related projects.)
CLAIM: A written demand for time, money, or both asserted under a contract.

A written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. However, a written demand or written assertion by the contractor seeking the payment of money exceeding $100,000 is not a claim under the Contract Disputes Act of 1978 until certified as required by the Act. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by written notice to the contracting officer as provided in FAR 33.206(a), if it is disputed either as to liability or amount or is not acted upon in a reasonable time. [FAR 2.101]

COMMIT FUNDS: The informal reservation of funds for a proposed contract action.

COMMITMENT: A firm administrative reservation of funds, based upon firm procurement directives, orders, requisitions, or requests which authorize the creation of an obligation without further recourse to the official responsible for assuring that funds are available. NOTE: A commitment is NOT an obligation of funds.

COMMUNITY OF PRACTICE (CoP): A group of people, who regularly interact to collectively learn, solve problems, build skills and competencies, and develop best practices around a shared concern, goal, mission, set of problems, or work practice. CoPs cut across formal organizational structures and increase individual and organizational agility and responsiveness by enabling faster learning, problem solving, and competence building; greater reach to expertise across the force; and quicker development and diffusion of best practices. CoP structures range from informal to formal and may also be referred to as structured professional forums, knowledge networks, or collaborative environments around a shared concern, goal, mission, set of problems, or work practice.

COMPETITION ADVOCATE: An individual responsible for challenging barriers to and promoting full and open competition in the acquisition of supplies, services, and construction. The competition advocate approves or disapproves requiring activity justifications for other than full and open competition, or recommends approval or disapproval if in excess of his/her level of approval authority.

CONFLICT IN PLANS AND SPECIFICATIONS: Statements or meanings in the contract specifications and/or drawings which cannot be reconciled by reasonable interpretation on the part of the contractor and may require that the Government make an interpretation between alternatives. This may be done under the provisions of contract clause "Specifications and Drawings for Construction" or, if the Government's interpretation ultimately exceeds minimum specification(s), a change order will be required to correct the ambiguousness in the contract documents.

CONSENT OF SURETY: An acknowledgment by a surety that its bond given in connection with a contract continues to apply to the contract as modified.

CONSOLIDATED COMMAND GUIDANCE (CCG): Guidance issued annually by Headquarters USACE that provides a summary of USACE strategic direction, resource guidance, and performance requirements for the upcoming fiscal year (FY) and two out years (FY+1 and FY+2). CCG identifies ceilings, targets, and limitations along with estimates for centralized billings.

CONSOLIDATED DEPARTMENTAL OVERHEAD (CDO) RATE: A rate applied to direct labor to recoup the overhead expense for Contracting, Construction, Engineering, Planning, Program and Project Management and Real Estate Divisions or functions.

CONSTRUCTION: Construction means construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property. For purposes of this definition, the terms “buildings, structures, or other real property” include, but are not limited to improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines,
cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels. Construction does not include the manufacture, production, furnishing, construction, alteration, repair, processing, or assembling of vessels, aircraft, or other kinds of personal property. [FAR 2.101]

**CONSTRUCTION CONTRACTOR APPRAISAL SUPPORT SYSTEM (CCASS):** A centralized and automated data base containing performance evaluation information on DoD construction contractors.

**CONSTRUCTION DEFICIENCY:** Construction activities identified to be unsafe or lacking in specified contract requirements. These deficiencies may be identified by contractor personnel (including Contractor Quality Control (CQC) Manager), government personnel, or customer representatives involved in the project.

**CONSTRUCTION DIVISION:** The function primarily responsible for ensuring execution of projects during the construction phase.

**CONSTRUCTION GENERAL (CG) FUNDS:** Funds for asset type civil works construction.

**CONSTRUCTION IN PROGRESS (CIP):** An asset for which construction or acquisition is not yet complete.

**CONSTRUCTION MANAGEMENT SERVICES (CMS):** The general services provided by Construction Division staff or by an Architect-Engineer (A-E) or professional service firm to monitor the construction contract activities.

**CONSTRUCTION MANAGEMENT TEAM (CMT):** The Construction Division Field Office Contract Administration Team. May include others as needed and may function as a virtual team. The CMT is a subset of the Project Delivery Team (PDT).

**CONSTRUCTION SITE ENVIRONMENTAL SURVEY AND CLEARANCE (CSEC):** Survey conducted for military construction activities to ensure that civil and/or military funded construction workers of the district and USACE Division employees will not labor under conditions resulting in exposure to hazardous, toxic or radioactive wastes.

**CONTINUING AUTHORITIES PROGRAM (CAP):** A group of 10 legislative authorities under which the Secretary of the Army, acting through the Chief of Engineers, is authorized to plan, design, and implement certain types of water resource projects without additional project specific congressional authorization.

**CONTRACT (as related to Government activities):** Any type of agreement or order for the procurement of supplies or services.

A mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to): awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq. For a discussion of various types of contracts see FAR Part 16. [FAR 2.101]

**CONTRACT ACTION REPORT (CAR):** A report prepared in the Standard Procurement System (SPS) that tracks dollars awarded, types of contracts, types of businesses, and other related information.

**CONTRACT CHANGE:** Any variation from the terms or requirements of a contract. Commonly called
"change" or "modification".

**CONTRACT CLAUSE:** Any general, special, or technical clause, or part thereof, of a contract.

**CONTRACT COMPLETION DATE:** Date(s) established by the contract or as modified for completion of all or of specified portions of work.

**CONTRACT FILES:** Files pertaining to specific military, civil and environmental remediation contracts.

**CONTRACT MANAGEMENT PROCEDURES (CMPs):** CMPs are contractual, bilateral agreements that define policies and procedures to be followed during the life of the cost-reimbursement contract.

**CONTRACT MODIFICATION:** Any written change in the terms of a contract. [FAR 2.101]

**CONTRACTING OFFICER (KO):** A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. [FAR 2.101]

**CONTRACTING OFFICER’S DECISION (COD):** See “Final Decision.”

**CONTRACTING OFFICER’S REPRESENTATIVE (COR):** A representative of the Contracting Officer who has the authority to administer a contract in accordance with the contract terms, as described in his/her appointment letter/letter of authority.

A person designated in writing by the Contracting Officer (KO) to assist in the technical monitoring or administration of a contract. The individual designated as COR by the KO must be a Government employee and be properly trained. The designation does not include any authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract. For construction contracts, the COR will generally be a person other than the Administrative Contracting Officer (ACO).

An individual delegated limited authority from the Contracting Officer (KO) to administer a contract. Generally the COR is authorized to approve submittals and schedules, and to coordinate the work of the contractor. The COR may recommend to the KO whether or not to approve progress payments. A COR is not authorized to change the contract or to obligate the Government to additional costs.

**CONTRACTOR MARKUPS:** Drawings generated by the construction contractor that reflect the actual construction of a project. They can be submitted as paper markups or electronic Computer Aided Design and Drafting (CADD) files.

**CONTRACTOR’S WORKING LIMITS (CWL):** A term used to designate the area the Contractor is restricted to in accomplishing the work. This term is mainly used on military projects, or civil works projects, where the work is on property already owned or controlled by the Government or local sponsor, and no new real estate acquisition is required.

**CONVEYANCES:** Real estate documents transferring title to real property from Government to other entities.

**CORPS OF ENGINEERS GUIDE SPECIFICATIONS (CEGS):** Specifications issued by USACE to define requirements for work features that occur in the construction of facilities on a repetitive basis and establish the form to be used for the technical provisions of construction contract specifications.

**CORRECTED FINAL SUBMITTAL:** Documents that have been completely processed through design, Independent Technical Review (ITR), incorporation of ITR comments and back-checking of resolutions. These documents represent the final product after resolution of all final review comments. Once the certification process is complete, this package may be labeled as Certified Final.
**COST ANALYSIS**: A detailed evaluation of the specific cost elements of a proposal to appraise the cost elements allowability, allocability and reasonableness.

**COST BREAKDOWN**: The separation of total costs into identifiable elements, i.e., labor, materials, equipment, subcontracts, overhead, profit, etc.

**COST CONTRACT**: Provides for the actual costs of completing the contract. The contractor receives no additional fee.

**COST OR PRICING DATA**: All facts as of time of the price agreement that prudent buyers and sellers would reasonably expect to affect price negotiation significantly. Cost or pricing data is required for proposals to be negotiated that are expected to equal or exceed $700,000 (aggregate total).

**COST PLUS AWARD FEE (CPAF)**: A cost reimbursable contract where the contractor’s award fee is determined based upon periodic evaluations of specific measurable areas of performance. Requires an Award Fee Evaluation Board (AFEB) and Award Fee Determining Official (AFDO).

**COST PLUS INCENTIVE FEE (CPIF)**: The contractor receives reimbursement plus an adjustable fee based upon relationship of total actual allowable costs to total target costs. The initial contract will establish targets for cost and fee, as well as a minimum and maximum fee and a formula for fee adjustment.

**COST SHARING CONTRACTS**: A cost reimbursement contract in which the contractor receives no fee and is reimbursed only for an agreed upon portion of its allowable costs.

**CRITERIA REQUIREMENTS**: The Project Management Plan (PMP) and established USACE guidance including design manuals, guide specifications, design standards, Engineer Technical Letters (ETL), Engineer Regulations (ER), Army Regulations (AR), Federal Acquisition Regulations (FAR), Federal/State regulations, and other documents against which contract documents are reviewed for conformance.

**CURRENT WORKING ESTIMATE (CWE)**: The latest available cost estimate on a particular project. The estimate includes the estimated contract cost, an allowance for contingency reserve, and an allowance for supervision and administration costs.

**CUSTOMER**: Customer, as used in USACE may be a number of people/organizations. In general, the customer is any individual or organization for which USACE delivers projects, or services to meet specific needs. Customers may be either external or internal to USACE.

Any government or civilian organization/entity or person requesting a planning, engineering, or construction product or service from USACE, and for which consideration is granted. Customers may be either external or internal to USACE. Customers can consist of (a) the taxpayers; (b) taxpayer representatives in Congress; (c) the sponsors of the agency; (d) the managers of an agency program; (e) the recipients of the agency’s products and services.

**CUSTOMER COMPLAINT**: Communication, verbal or written, from the customer who expresses dissatisfaction with a product or service.

**CUSTOMER ORDER**: Funding received via Military Interdepartmental Purchase Request (MIPR) from external customers.

**DAMAGES**: The increased costs to a contractor resulting from Government acts or omissions affecting the contract but not incorporated into a change order. The value of the loss to the Government resulting from contractor acts or omissions.

**DAVIS-BACON ACT (DBA)**: 40 U.S.C. 276a-276a-7. Requires that each contract over $2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public
buildings or public works shall contain a clause setting forth the minimum wages to be paid to various
classes of laborers and mechanics employed under the contract. Under the provisions of the Act,
contractors or their subcontractors are to pay workers employed directly upon the site of the work no less
than the locally prevailing wages and fringe benefits paid on projects of a similar character. The Davis-
Bacon Act directs the Secretary of Labor to determine such local prevailing wage rates.

**DAVIS-BACON ACT WAGE RATE DECISIONS:** These are wage rates published by the U.S.
Department of Labor which mandate minimum hourly rates of pay plus benefits, for each type of
construction trade. The appropriate decision/s must be included in each construction contract package.
There are two categories of decisions (general or special), each with its own rules and limits. A general
decision applies to a specific geographical area of a state, remains in affect on a continuous basis, and is
updated through an amendment process. In contrast, a special decision may be requested of the
Department of Labor to cover a specific project when there is no general decision which covers the
location or unique requirements of that project. Special decisions always carry a fixed time limit for use of
the decision. Davis-Bacon Wage decisions are issued for each of four categories of construction activities
as listed below. The same trade name may be listed in each category of decision (i.e. laborer) but in each
case a different hourly rate and benefit package would probably be specified. Davis-Bacon Wage Rates
are generally based on the prevailing union rates for the geographical area.

**DAWDF INTERNS:** Interns paid for by Defense Acquisition Workforce Development Fund (Section 852).
These interns are on the District rolls. Also referred to as Section 852 Interns.

**DD FORM 2579:** The DD 2579, “Small Business Coordination Record,” is required for any procurement
action over $10,000, except those less than $100,000 that are totally set-aside for small business.

A Department of Defense form which describes the nature of a project and the planned method of its
acquisition. This form is used to document the selected method of acquisition of the required product. It
requires signatures of the Contracting Officer, the Small Business Administration Representative and the
District Deputy for Small Business.

**DECISION DOCUMENT:** A decision document is any report prepared for the purpose of obtaining project
authorization or modification, commitment of Federal funds for project implementation, and approval to
spend/receive funds as a result of entering into agreements with other agencies or organizations
including those to obtain Congressional authorization.

**DEFECTIVE SPECIFICATIONS:** Specifications (and/or drawings) which contain errors, omissions, or
conflicts whose effect is to prevent the contractor's performance in a reasonable manner.

**DEFENSE CONTRACT AUDIT AGENCY (DCAA):** The Government agency that performs external
audits of offeror/contractor cost proposals and/or claims for USACE. Services for other than DoD
contracts are provided by DCAA on a reimbursable basis.

**DEFICIENCY:** A material failure of a proposal to meet a Government requirement or a combination of
significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an
unacceptable level.

**DEFINABLE FEATURE OF WORK:** A task which is separate and distinct from other tasks and has
separate control requirements. For example, definable features for concrete would be formwork;
reinforcing and imbedded items; placement including mix design; finish, etc.; and curing.

**DEFINITIZATION:** The agreement on or determination of contract terms, specifications, and price which
converts the undefinitized contract action to a definitive contract action.

**DELAY:** A significant slowing down or stopping of a contractor's scheduled progress in completing work
required under a contract. This maybe caused by acts of the Government or contractor, or from
something beyond the control of either, and may be either excusable or inexcusable.
**DELIVERABLE**: The product of engineering and design efforts. Typically, this would be the concept submittal and the corrected final design. A deliverable may have multiple phases.

**DEPARTMENTAL OVERHEAD (DOH)**: Costs incurred within technical offices of the districts which are not attributable to a specific program/project.

**DEPARTMENTAL OVERHEAD RATE**: Rate of individual district technical organizations applied to labor to recoup that organization’s overhead expense.

**DEPUTY DISTRICT ENGINEER FOR PROGRAM AND PROJECT MANAGEMENT (DPM)**: The civilian deputy to the District Commander. Also is the Chief of Planning, Program and Project Management Division (PPPMD).

**DEPUTY FOR SMALL BUSINESS (DSB)**: The individual responsible for promoting small business participation in contracting.

**DESCRIPTION OF CHANGE**: Information in the form of narrative on new or revised drawings or specifications provided by the Government to the contractor to define the requirements of a contract change order.

**DESIGN**: The process of (1) developing the analysis that defines the required technical systems (e.g. geotechnical, hydraulic, architectural, structural, electrical, mechanical, fire protection) that will be utilized; (2) producing the technical portions of the construction contract documents (i.e., drawings and specifications); and (3) preparing the construction cost estimate.

**DESIGN CHANGE**: A change for which redesign effort is required. A design change materially affects the approved requirements, the basis of design, the existing scope of the contract plans and specifications, or operating capability of the facility.

**DESIGN DEFICIENCY**: A design/engineering effort that fails to comply with specified criteria, contains design errors, omits information, lacks adequate coordination between disciplines, fails to meet specified requirements of the District Design Guide for Military Construction (WI-06-01-02), or lacks in the design quality expected to be produced by Engineering staff.

**DESIGN LIABILITY**: Legal and financial accountability for the adequacy and safety of a design.

**DESIGN RESPONSIBILITY**: The final and total responsibility for ensuring the correctness of design, specifically the adequacy and safety of the structure or system. Design liability is included in design responsibility in accordance with the “Responsibility of the Architect-Engineer Contractor” clause set out in FAR 52.236.23, and in accordance with ER 415-1-10.

**DESIGN REVIEW AND CHECKING SYSTEM (DrChecks)**: A web-based tool to automate construction design reviews. DrChecks allows entry of review comments by the reviewer, automates the transfer of comments to the designer, allows the designer to enter responses, and captures all continuing dialogue between the designer and reviewer. DrChecks is part of the ProjNet3 web service developed at the Construction Engineering Research Laboratory (CERL).

**DESIGN TEAM LEADER**: The individual having the leadership role in the production of the product. For engineering products, this individual is the Project Engineer/Architect (PE/A). For projects of a particularly complex or controversial nature, the PE/A must be a registered professional.

**DESIGNATED APPROVING OFFICE (DAO)**: The office designated in the contract to receive invoices or payment estimates.
**DESIGNER:** An individual who has professional design responsibility for certain features of a project involving one or more engineering and design disciplines, e.g., architectural, structural, mechanical, electrical, and professional accountability. May reside within USACE Engineering Division, Architect-Engineer (A-E) firm, construction contractor, or a supplier/vendor/manufacturer. See USACE Quality Management System (QMS) Enterprise Standard ES-08007, “Engineer of Record and Design Responsibility” and ER 1110-1-8152, “Professional Registration”.

**DESIGNER OF RECORD (DOR):** A.k.a. Engineer of Record (EOR). The agency (Architect-Engineer (A-E), in-house designer, or contractor) that is ultimately responsible and liable for the adequacy and safety of a design. For in-house designs, EOR is the Chief of Engineering or delegate. For A-E designs, the EOR is the principal of the firm who is in charge of the project. For Value Engineering Change Proposals (VECPs) or certain other extensions of design, other than structural steel connections, the construction contractor’s registered/certified engineer or designer, if required by the specifications, becomes liable and responsible for their design element.

**DIFFERING SITE CONDITIONS:** Refers to (1) subsurface or latent physical conditions at the site differing materially from those indicated in the contract and (2) to unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as being inherent in work of the character provided for in the contract.

**DIRECT APPROPRIATION:** Funds appropriated by Acts of Congress and distributed through Command channels by the Office of Management and Budget (OMB). For the U.S. Army Corps of Engineers (USACE), the flow of funds is from OMB, to the Department of Defense (DOD), the Department of the Army (DA), USACE Headquarters (HQUSACE), then to the District via a Funding Authorization Document (FAD). These funds are referred to as direct funds.

**DIRECT CHARGE:** Costs directly related to the accomplishment of a program/project, and as a result are charged directly to the project (i.e. labor, travel, contracts, equipment, etc.) A direct charge must be associated with a specific program/project or a reimbursable order.

**DIRECT COSTS:** Cost of the materials, supplies, equipment, and prime contractor or subcontractor work and labor that go into and can be clearly identified with a particular phase of construction, i.e., paving, roofing, etc.

**DIRECT LABOR (DL):** Burdened labor charged directly to a program/project.

**DIRECT LABOR CHARGING RULE:** Time equal to or in excess of 15 minutes spent directly supporting a program/project should be charged to that program/project. Time does not have to be consecutive to be charged – it can be cumulative during the day.

**DIRECT SUPERVISORY CONTROL:** This is a term utilized by state boards of professional registration as an absolute requirement before a registered engineer may sign/seal professional work. It means that this individual has direct control or dominion over the work and has the ability to control the direction and scope of the project at any point in time. The registered engineer is not required to perform all the drafting, calculations, reproduction, and computer techniques which can be done by others, but direct input, control, and ability to change the documents must remain with the responsible professional engineer. The engineer must be qualified professionally through experience or training to do the work. Finally, the registered engineer can sign only that portion of the work developed by the registrant or under his/her immediate personal supervision.

**DISPUTE:** A disagreement as to a question of fact or contract interpretation which cannot be resolved to the mutual satisfaction of the contracting parties. A dispute may arise as a result of a Contracting Officer’s (KO) denial of a contractor request for an equitable adjustment or refusal to pay an invoice.

**DISTRICT FUNCTIONAL CHIEFS:** Chiefs of Engineering; Planning, Programs and Project Management; Construction; Operations; and Real Estate and Contracting.
**DISTRICT MISSION AND FUNCTIONS:** District offices are focused on traditional mission execution of the work. Coordination and assignment of work may be made by the Major Subordinate Command (MSC). The mission is accomplished by the District Commander exercising command and control of the District, quality control of projects and work products and co-production with Partners, District customers and other Districts. District offices also provide support to the Region as determined by the MSC. Typically, missions of a district are the execution of traditional U.S. Army Corps of Engineers (USACE) programs and projects in accordance with appropriate laws, policies, and regulations. Programs/projects include but are not limited to:

- Preparing, planning, and engineering studies and designs;
- Constructing military, Civil Works, and other facilities;
- Supporting Army and Air Force Installations with facilities engineering, environmental, real estate, and other technical support;
- Operating and maintaining flood control, and river and harbor facilities and installations;
- Administering the USACE’s Regulatory program;
- Acquiring, managing, and disposing of real estate;
- Performing hazardous, toxic, and radioactive waste missions;
- Implementing the USACE’s Dam Safety Program; and
- Conducting emergency operations pursuant to special statutory authorities.

**DISTRICT RATES:** The target rates that the districts measure themselves against. Every district has its own target rates. Rates are computed based on regionally approved district operating budget projections. Every district must meet their target rate in order for the Region to meet its associated rates. If the district rate is greater than the regional rate, the district is receiving income from the Region. If the district rate is less than the regional rate, the district is contributing income to the Region.

**DISTRICT SUPPORT TEAMS (DST):** Cross-functional teams at the Division/Region (Major Subordinate Command (MSC)) that facilitate resolution of issues and champion district causes.

**EASEMENT:** A privilege or right which the owner of one parcel of land may have to use or enjoy the lands of another; i.e., a right-of-way.

**ECONOMY ACT ORDER:** Conditional authority for a Federal Agency to provide goods and services to another Federal Agency IAW 31 U.S.C. 1535. An Economy Act order would be one in which DoD funds were transferred to a Federal agency other than DoD for awarding of a contract action.

**EFFECTIVE RATE:** The rate required to recoup base salary, locality pay, government contributions, and leave. This rate is applied to the regular hourly rate of pay when you work to recoup productive and non-productive (annual leave, sick leave, etc.) hours. It is not applied to overtime hours because overtime has already been accounted for within regular hours.

**EFFICIENCY LOSS:** As related to overtime work, weather, crowding, rescheduling, etc., the loss in productivity of labor and equipment required to perform a given task. This may result from actions of the Government under a contract clause. This is usually expressed as a percentage of direct labor.

**ELECTRONIC COMMERCE:** Electronic techniques for accomplishing business transactions, including electronic mail or messaging, World Wide Web technology, electronic bulletin boards, purchase cards, electronic funds transfer, and electronic data interchange. [FAR Part 2.101]

**ELECTRONIC FUNDS TRANSFER (EFT):** Payments made by electronic funds transfer to a financial institution.

**EMPOWERMENT:** Authority to exercise judgment and take action, with concomitant responsibility for resultant positive or negative consequences.
**ENG FORM 93**: Payment estimate (invoice) form used for construction and Architect-Engineer contracts.

**ENG FORM 3394**: USACE Accident Reporting form.

**ENGINEER OF RECORD (EOR)**: A.k.a. Designer of Record (DOR). The agency (Architect/Engineer (A-E), in-house designer, or contractor) that is ultimately responsible and liable for the adequacy and safety of a design. For in-house designs, the EOR is the Chief of Engineering or delegate. For A-E designs, the EOR is the principal of the firm who is in charge of the project. For Value Engineering Change Proposals (VECPs) or certain other extensions of design, other than structural steel connections, the construction contractor’s registered/certified engineer or designer, if required by the specifications, becomes liable and responsible for their design element.

**ENGINEERING CHANGE**: See “Design Change.”

**ENVIRONMENTAL ANALYSIS TEAM**: Members from the Planning and Engineering functions assigned to the Project Delivery Team (PDT) to prepare the Environmental Permit Actions Checklist.

**ENVIRONMENTAL BASELINE STUDY (EBS)**: Documentation based on a search of available agency records and physical site investigation to document whether or not there is any evidence that property has been contaminated with hazardous or toxic materials/waste during the time the property was held under Government ownership.

**EQUITABLE ADJUSTMENT**: A contract adjustment in price and/or time to compensate the contractor for expense or delay incurred due to actions or inactions of the Government or to compensate the Government for contract reductions. The objective of an equitable adjustment is to put the contractor in the same financial position after the change as he was in before the change was issued.

**ESSAYONS**: We will try!

**ESTIMATED QUANTITY**: The quantity indicated in the bid schedule estimated to be that required to complete an identifiable item of work.

**EXCUSABLE DELAY**: A delay in the work for which, under the terms of the contract, a time extension can be granted.

**EXPEDITE/FAST TRACK**: Completion of engineering and design effort that incorporates maximum use of simplified design tools such as abbreviated specifications and bound in sketch drawings, digital photos, etc. Expedited design can also include a single checker/reviewer completing the support effort as work completion progresses.

**EXPEDITING**: Requiring and/or paying an additional price for contract completion before the contractual completion date of a construction contract. [See DFARS 236.270]

**EXPENDITURE**: The disbursement of committed or obligated funds to record costs incurred for labor, contracts, etc. The recording of all costs incurred.

**EXTENSIONS OF DESIGN**: A design element that is intentionally not completely developed by the Project Designer, but is left for the contractor to perform. The intent of an extension of design is to obtain a more cost-effective product for the Government through maximizing competition and taking advantage of standardized industry procedures. This occurs either when the project Design-Bid-Build designer elects to have, or when the project specifications direct, the contractor to furnish the completed design.

**EXTERNAL CUSTOMER**: A customer is any organization, agency, or person who uses or receives the product or services that USACE Districts and Regions provide.
FACT FINDING: Obtaining information in order to understand and evaluate a contractor or Architect-Engineer proposal and its assumptions, and to clarify any ambiguities, omissions or uncertainties in the proposal or statement of work prior to negotiations.

FEDERAL BUSINESS OPPORTUNITIES (FedBizOpps): A government publication that announces all solicitations and other contract actions valued at more than $25,000.

FEDERAL SUPPLY CODE (FSC): The FSC is a four-digit code used to classify every procurement action. This code is used in the advertisement process to categorize the type of construction activity being advertised. This helps identify a list of prospective bidders for the project. Those firms/suppliers which have filed information with the district indicating interest in any activity with an FSC identical to that of the project being advertised will automatically be notified with a copy of the Advance Notice. A list of codes is published in the Department of Defense Procurement Code Manual. This manual is available in the Contracting Function (CT).

FIELD CHANGE: A change that does not materially affect the requirements as shown in the approved design of the facility. A field change occurs when it is necessary to make minor revisions to the contract plans and specifications to adjust to actual field conditions encountered.

FIELD OFFICE: As applied to the Corps of Engineers, any area, resident, or project office managing contracts. (See Job Overhead.)

FINAL CONTRACT PAYMENT: The last payment made by the Government to a contractor for all work performed under the contract. This is accomplished by marking the last pay estimate with the word "Final."

FINAL DECISION: The contracting officer's Final Decision is a written document furnished the contractor under the provisions of the Disputes Contract Clause. It contains a "Findings of Fact" and the contracting officer's conclusions on the claim based on the Findings of Fact and notice of the Contractor's rights of appeal.

FINAL OR RECORD AS-BUILT DRAWINGS: The final product approved by the government and furnished to the customer.

FINAL REVIEW SUBMITTAL: The submittal of design documents that the designer believes to be 100% complete but the documents have not yet gone through the final review and subsequent correction of any errors or omissions.

FISCAL COMPLETION: The date all design and construction funds allocated to the project have been returned; Corps of Engineers Financial Management System (CEFMS) Work Item(s) closed and the CEFMS Construction-in-Progress (CIP) account transferred and closed.

FOR INFORMATION ONLY (FIO) SUBMITTAL: Contract submittals not required to be approved or accepted by the Government. The Government acts at its discretion only, and is not bound by contract to act upon ("F" Action Code – Receipt Acknowledged).

FUNCTIONAL CHIEF: A name used in lieu of Division Chief.

FUNCTIONAL ORGANIZATION/OFFICE: Organization structure in which staff are grouped by technical...
specialty or management approach. Typical functional organizations in USACE include Program Management, Engineering, Construction, Operations, Contracting, Real Estate, Resource Management, etc.

**FUND ALLOCATION DOCUMENT (FAD):** Provides direct funding to the District via the Program Budget Allocation System (PBAS).

**FUNDED WORK ITEM (FWI):** Element of work for which funds have been specifically identified.

**FUNDS AVAILABLE:** Funds available for commitment or obligation.

**GOVERNMENT ACCOUNTABILITY OFFICE (GAO):** The investigative arm of the U.S. Congress and the Congressional “watchdog” supporting the Congress in meeting its constitutional responsibility to the American people to help improve the performance and accountability of the federal government. The GAO responds to Congressional requests for oversight, review, and evaluation of federal agencies and recipients of federal funds. It is the agency having authority to make rulings on protests and unauthorized commitments.

**GENERAL & ADMINISTRATIVE (G&A) OVERHEAD:** Costs that are incurred for the general operation of the business that cannot be identified to a specific project or cost center. These costs are frequently referred to as home office expense.

**GOVERNMENT APPROVAL (GA) SUBMITTAL:** Construction contract submittals required to be approved or accepted by the Government. A submittal that is contractually required to be given Government approval or disapproval action (“G” action.)

**GOVERNMENT- CAUSED DELAY:** An action or inaction by the Government which results in a significant delay of a contractor's scheduled progress in completing work required under a contract. This is an excusable delay.

**GOVERNMENT ESTIMATE (GE):** Independent construction cost estimates prepared in as great of detail as the plans and specifications and as if the government were a fully equipped contractor in competition for the contract award. An independent estimate of time and price prepared by the Government prior to negotiations with a contractor on change orders and supplemental agreements.

**GOVERNMENT FURNISHED PROPERTY (GFP):** That property or equipment to be furnished to the contractor at a specified location and at a specified time by the Government at no cost to the contractor in accordance with contract clause FAR 52.245-1, Government Property.

**GOVERNMENT PURCHASE CARD (GPC):** A credit card program used to purchase goods and services required by the Districts and readily available in most communities.

**HOME OFFICE OVERHEAD (HOOH):** See "General and Administrative Overhead."

**IMPACT COSTS:** Impact costs are those costs related to the indirect effects of a change order where indirect effects may be described as nonstructural changes, ripple effect, or changes to the unchanged work.

**IMPLEMENTATION DOCUMENT:** Any document prepared for purposes of executing a project in accordance with its authorization. Examples are design documentation reports, plans and specifications.

**INCH-POUND MEASURE SYSTEM (IP):** A system of measurement based upon the yard and pound, commonly used in the United States, and defined by the National Institute of Standards and Technology.

**INCIDENT:** Any accident that occurred and that may result in the potential for, or for certain has resulted in: injury, fatality, damage to property or equipment, or vehicular damage, or that could result in
unfavorable criticism of the U.S. Army Corps of Engineers (USACE). There are several possible types of incidents, and all incidents will eventually be classified as one or a combination of them. They are property damage accident, a near miss accident, a lost time accident, or unfavorable criticism.

**INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT:** A specific type of contracting method used when there is a recurring requirement for a particular type of work or quantity of material, but the timing and/or full extent of the requirement is not certain at the time of contract award. The contract establishes all the terms for the type of work and materials during a fixed period and specific orders are placed when the need arises. IDIQ contracts include a guaranteed minimum and a maximum Not to Exceed (NTE) total value.

**INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) FOR DESIGN BUILD:** A construction IDIQ contract (whether single or multiple award) which allows the design and construction of a project to be accomplished by the same contractor under a single task order.

**INDEPENDENT TECHNICAL REVIEW (ITR):** A review by a qualified person or team, not affiliated with the development of a project/product, for the purpose of confirming the proper application of clearly established criteria, regulations, laws, codes, principles, and professional procedures. It includes the verification of assumptions, methods, and level of complexity of the analysis. It also verifies the evaluated alternatives, the appropriateness of data used, reasonableness of the results, and functionality of the product relative to the customer's requirements.

**INDEPENDENT TECHNICAL REVIEW (ITR) CERTIFICATION:** Process of certifying that an ITR was performed, requiring signatures of all design team members and ITR team members, followed by the Chief Engineering Division certifying that all issues resulting from ITR have been adequately considered.

**INDEPENDENT TECHNICAL REVIEW TEAM (ITRT):** An interdisciplinary group formed to perform the Independent Technical Review.

**INDIRECT COSTS:** Indirect costs are those costs that cannot be attributed to a single item or unit of construction work, i.e., overhead.

**INDIRECT LABOR (IL):** Burdened labor not charged directly to a project (i.e., G&A labor, DOH labor).

**INDUSTRY STANDARDS:** Standards prepared and published by national or international industrial organizations that are used to define products and product features. These range from detailing standards such as Architectural Graphics Standards, to design standards such as American Association of State Highway Transportation Officials, to product description manuals such as American Society for Testing and Materials.

**INTERAGENCY ACQUISITION:** A procedure by which an agency needing supplies or services (the requesting agency) obtains them from another agency (the servicing agency). [See FAR Part 17.]

**INTERIM OR WORKING AS-BUILT DRAWINGS:** The drawings that the contractor produces that depict the as-built condition of the facility or project.

**INTERMEDIATE COMPLETION DATES:** Dates established in a contract for completion of designated facilities or features of a facility before the date for completion of all work under the contract.

**INTERNAL CUSTOMER:** Any USACE Headquarters (HQUSACE), Regional, or District organization; or specific teams or individuals within such organizations, for which services or products are provided.

**INTERNAL REVIEW PROCESS (TECHNICAL CHECK):** Detailed review and design checks, which must be carried out as routine management practice. Such review includes checking basic assumptions and calculations. These checks are performed by staff responsible for the work, such as supervisors, work leaders, team leaders, or designated individuals from the senior staff and shall be performed prior to
Independent Technical Review of the deliverable. A design check should include a comprehensive evaluation of:

- The correct application of methods;
- Adequacy of basic data;
- Correctness of calculations (error free);
- Completeness of documentation;
- Compliance with guidance and standards; and
- Biddability, constructability, and operability

**JOB ORDER CONTRACT (JOC):** A type of Indefinite Delivery/Indefinite Quantity (IDIQ) contract as prescribed in AFARS 5117.90. An expedited construction procurement method that requires limited engineering effort to facilitate construction start. Job Order Contracting is a way for organizations to get numerous, commonly encountered construction projects done quickly and easily through multi-year contracts. JOC reduces unnecessary levels of engineering, design, and contract procurement time along with construction project procurement costs. With an emphasis on partnering and teamwork between owners and contractors, JOC provides the methodology to execute a wide variety of indefinite delivery, indefinite quantity, fixed price, multiple simultaneous orders for construction, renovation, rehabilitation and repair work for facilities and infrastructures. The JOC contractor provides “on call” construction services from concept to close-out.

**JOB OVERHEAD:** Indirect costs that are incurred on a project and can be attributed directly to the contract, such as maintaining a job office on site. Job overhead differs from direct costs in that job overhead costs are not allocable to a single work item but are distributed to the entire contract.

**JOINT VENTURE:** A formal arrangement in which two or more unaffiliated companies form a legal partnership to act as a potential prime contractor on an individual Government contract [FAR 9.601(1)].

**LAB:** Laboratory, either government or commercial, used for testing required under most U.S. Army Corps of Engineers (USACE) contracts.

**LATENT DEFECT:** A defect that exists at the time of acceptance but cannot be discovered by a reasonable inspection. \[FAR 2.101\]

**LEAD DISTRICT:** The District assigned project execution responsibility. In most cases, this is the geographic District based on the appropriation language. (See also Support District.)

**LESSONS LEARNED:** Past experiences, recognized potential problems, or better business practices that are captured and shared to (1) prevent the recurrence of repetitive design/construction deficiency, (2) warn of faulty design requirements/criteria, (3) clarify interpretation of guide specifications or standards, (4) reduce the potential for mistakes in high risk/probability areas of concern, (5) pass on information specific to an installation or project, and (6) promote a good work practice that should be promoted for repeat application.

**LETTER OF INTENT (LOI):** An expression of interest from Local or Cost Share Sponsor stating that the sponsor is ready, willing, and able to participate as a cost share sponsor for the potential Civil Works Project.

**LIFE SAFETY/FIRE PROTECTION PLAN:** Sheet in the project drawings of the building floor plan locating life safety, Americans with Disabilities Act (ADA), and/or fire protection elements from all disciplines. The elements shown are in the appropriate discipline project drawings; however, the life safety/fire protection plan brings all such elements together for review and representation of overall design intent for meeting Codes.

**LIMIT OF AUTHORITY:** The monetary amount stated in the delegation of ACO authority beyond which the ACO has no authority to act under the pertinent contract clause; or the authority set out by regulation
beyond which the designated person has no authority to act.

**LIQUIDATED DAMAGES (LD):** A compensation for probable actual damages the Government would incur if performance were not complete by the time specified in the contract.

**LOCAL CONFIGURATION MANAGER (LCM):** The individual who initiates projects in P2.

**MAJOR SUBORDINATE COMMAND (MSC) MISSIONS AND FUNCTIONS:** A division or region under Headquarters USACE. Division offices are focused on creating conditions for success that enable the achievement of missions through the accomplishment of command and control, regional interface, program management, quality assurance, and operational planning and management.

The Regional HQ level is focused on the operational planning and management of the regional civil works and military programs, regional program management including budget development and defense, regional relationships, and quality assurance. Regional HQs have responsibility and authority to utilize all regional resources efficiently and effectively, consistent with law, to execute the regional missions emphasizing regional focus areas. The Regional HQ, through exercising its quality assurance responsibility, ensures that appropriate quality control processes and systems are in place within the region to achieve quality projects and products that meet the expectations of USACE’s partners and stakeholders.

**MANAGEMENT INFORMATION SYSTEM (MIS):** System used by the contractor to manage the planning, scheduling, cost estimating, budgeting, accounting, quality assurance, procurement, material management, and financial aspects of a project.

**MARKET RESEARCH:** Collecting and analyzing information about capabilities within the market to satisfy agency needs. [FAR 2.1.101] Continuous process of gathering data on the market’s capabilities and business practices. As project complexity increases, the market research complexity increases as well.

**MATRIX ORGANIZATION:** Any organizational structure in which individuals share a responsibility within their organization and as responsible members assigned to teams.

**MATRIX TEAM:** Group of people working across organization boundaries for a common purpose.

**MCA:** Military Construction Appropriation.

**MEMORANDUM OF AGREEMENT (MOA):** A written agreement between the U.S. Army and another Federal agency, State or local government, for transferring a technical mission to USACE.

**MEMORANDUM OF UNDERSTANDING (MOU):** Written responsibilities and procedures to follow during transfer of the facilities and during all warranty periods established by USACE Construction Agent (CA) for each customer.

**MENTORING:** Guiding and assisting in development of individual and group skills to enhance performance, by freely giving the benefits of one’s knowledge and experience to others.

**METRIC MEASUREMENT SYSTEM INTERNATIONALE (SI):** The International System of Units (Le Systeme International d’Unites [SI]) of the International Bureau of Weights and Measures. The SI units are listed in Federal Standard 376B, Preferred Metric Units for General Use by the Federal Government.

**MICRO-COMPUTER AIDED COST ESTIMATING SYSTEM (MCACES) ESTIMATE:** An integrated cost estimating program for providing cost estimates.

**MILITARY DESIGN OR CONSTRUCTION DIRECTIVE:** A Work Authorization Document (WAD) that authorizes type of work to be accomplished.
MILITARY INTERDEPARTMENTAL PURCHASE REQUEST (MIPR): DD Form 448. Used to transfer funds between DoD activities and agencies.

MILLER ACT: Federal statute (40 U.S.C. 270a-f) that requires contractors to obtain and maintain performance and payment bonds on federal construction contracts.

MIPR ACCEPTANCE: DD Form 448-1

MODIFICATION (MOD): Any written change to a contract whether unilateral or bilateral. A modification is a formal document (SF 30) that alters the contract specifications, delivery point, rate of delivery, contract period, price, quantity, contract clause or any written part of an existing contract. This includes administrative changes.

MULTIPLE AWARD TASK ORDER CONTRACT (MATOC): An Indefinite Delivery/Indefinite Quantity (IDIQ) contract for the same or similar supplies or services that is awarded to two or more sources from the same solicitation with the intent of competing task order requirements among all awardees in accordance with DFARS 216.505-70.

NATIONAL CONTRACTING ORGANIZATION (NCO): The organization responsible for providing contracting services to USACE and its customers. The NCO is an integrated network of contracting offices that spans the globe – 57 sites in the Continental United States (CONUS) and Hawaii, Alaska, Korea, Japan, Germany, Kuwait, Afghanistan, and Iraq. Members of the NCO serve as business advisors and play a critical role in the planning and execution of USACE projects.

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) DOCUMENTATION: Documentation prepared in accordance with NEPA that serves to ensure that the natural aspects of the environment are protected.

NATIONAL REGISTER OF HISTORIC PLACES: National register of significant historic properties, which includes any prehistoric or historic district, site, building, structure or object that may be significant for their historic, architectural, engineering, archeological, scientific or other cultural values, and may be of national, regional, state, or local significance. The term includes artifacts, records, and other material remains related to such a property or resource.

NEGOTIATION: The process of arriving at a mutually agreeable price and time adjustment for additions or deletions to an existing contract. It may include cost and/or price analysis, audit or other techniques.

NORMAL WEATHER: That kind of weather which could be expected for a period of time based upon the weather experience of the locale. It is usually calculated by averaging weather data over a ten year period.

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS): The NAICS has replaced the U.S. Standard Industrial Classification (SIC) system. NAICS was developed jointly by the U.S., Canada, and Mexico to provide comparability in statistics about business activity across North America. The NAICS code is used in the classification of establishments by type of activity in which they are engaged. For instance, NAICS Codes beginning with the numerals 23 all deal with some form of construction activity. NAICS code 23511 identifies a special trade contractor primarily engaged in plumbing, heating, air-conditioning, and similar work. NAICS codes are assigned by the Contracting Function (CT).

NOTICE TO PROCEED (NTP): A formal notice to the contractor to proceed with work under an awarded contract, after receipt of bonds, insurance or other required documents. The document authorizes the contractor to begin performance. NTP’s are generally used for construction contracts.

NOVATION AGREEMENT: A legal instrument executed by (a) the contractor (transferor), (b) the successor in interest (transferee), and (c) the Government by which, among other things, the transferor guarantees performance of the contract, the transferee assumes all obligations under the contract, and

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the Government recognizes the transfer of the contract and related assets.

**NO-YEAR APPROPRIATION**: An appropriation account that is available for incurring obligations until exhausted, or the purpose for which it was designated is accomplished.

**OBLIGATE FUNDS**: An obligation occurs when the contracting officer (KO) or the administrative contracting officer (ACO) physically signs a contract, task order or contract modification. It results in a valid charge against the funds involved. See also "Commit Funds" and "Prevalidate Funds." Once the obligation is made, it must be recorded in the Corps of Engineer Financial Management System (CEFMS).

**OBLIGATION**: Any act that legally binds the United States Government to make payment. A legal liability of the Government established as a result of an order placed, contract awarded, services received, and similar transactions during a given period requiring disbursements; and which, under the specified conditions of the transactions, will result in a valid charge against the appropriation or fund involved.

**OFFER**: A promise by one party to act in a certain manner provided the other party will act in the manner requested.

**OFFER/BID**: A response to a solicitation that, if accepted, would bind the offeror to perform the resultant contract. Responses to invitations for bids (sealed bidding) are offers called "bids" or "sealed bids"; responses to requests for proposals (negotiation) are offers called "proposals"; however, responses to requests for quotations (negotiation) are not offers, but are called "quotations." For unsolicited proposals, see FAR 15.6. [FAR 2.101]

**OPERATIONS**: Within USACE, the organization that operates and maintains facilities and services that provide river and harbor navigation, flood damage reduction, water supply, hydroelectric power, recreation, environmental and fish and wildlife sustainment, restoration and protection. Its Regulatory mission protects the nation’s waterways and wetlands; and it undertakes disaster relief and recovery work through its Emergency Management/Readiness function.

**OPERATIONS AND MAINTENANCE (O&M) PROJECT**: Project funded with Operation and Maintenance funds of the customer.

**OPTION**: A unilateral right in a contract by which, for a specified time, the Government may elect to purchase additional supplies or services called for by the contract, or may elect to extend the ordering period of an IDIQ contract.

**ORDERING OFFICER (OO)**: An individual who is appointed by the contracting officer (KO) who is authorized to sign delivery orders or task orders for pre-priced line items in an IDIQ contract.

**OVERALL ACQUISITION STRATEGY (OAS)**: A compilation of the organization’s projected workload by program and by fiscal year (FY). The OAS is distributed to local managers for the current fiscal year (CFY) and two years into the future (CY+0 through CY+2). The Overall Acquisition Strategy is initiated prior to the upcoming FY and is reviewed at least semi-annually on an organization/district/division-wide programmatic level.

**OVERHEAD (OH)**: See "General and Administrative Overhead" "Home Office Overhead" (HOOH), "Job Overhead", and "Field Office Overhead" (FOOH).

**OVERRUN IN QUANTITY**: The actual quantity of work performed by a contractor which exceeds the estimated amount shown in the bid schedule of the contract.

**PARTNERING**: Formation of a cohesive, mutually beneficial working relationship between the Government, the customer, the contractor and its subcontractors, and other stakeholders in order to build cooperative relationships, avoid or minimize disputes, and actively pursue the attainment of common
goals.

**PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM (PPIRS):** The DoD automated system that collects and maintains all contractor past performance evaluations from the Contractor Performance Assessment Reporting System (CPARS), Construction Contract Administration Support System (CCASS) and Architect-Engineer Contract Administration Support System (ACASS) for services, construction and architect-engineer contract actions, respectively.

**PATENT DEFECT:** A defect in the work which can be observed by reasonable inspection.

**PAYMENT BOND:** A bond which is executed in connection with a contract and which secures the payment of all persons supplying labor and material in the prosecution of the work provided for in the contract.

**PERFORMANCE BOND:** A bond which is executed in connection with a contract and which secures the Government for performance and fulfillment of all the undertakings, covenants, terms, conditions, and agreements contained in the contract.

**PERFORMANCE-BASED CONTRACTING:** Structuring all aspects of an acquisition around the purpose of the work to be performed with the contract requirements set forth in clear, specific, and objective terms with measurable outcomes as opposed to either the manner by which the work is to be performed or broad and imprecise statements of work. [FAR 2.101]

**PERFORMANCE EVALUATION (A-E):** A detailed evaluation of Architect-Engineer (A-E) performance, prepared by the Design Project Engineer/Architect (PE/A) and approved by the Chief, Engineering Division at the end of the A-E design initiative. Also another evaluation occurs at the end of construction prepared by the Construction Field Representative and approved by the Chief, Engineering Division. All evaluations are entered into the A-E Contract Administration Support System (ACASS) files. An interim evaluation may also be prepared as deemed necessary.

**PERMIT:** Basic permission to enter upon government property. Does not grant any other rights.

**PHYSICAL COMPLETION:** Considered accomplished when the construction contractor completes all work required by the contract, and provides contractual required documents (equipment lists, operations and maintenance (O&M) manuals, closure reports) and training to the user, or when the U.S. Army Corps of Engineers (USACE) accepts the project for beneficial occupancy, whichever occurs first. An asset is considered physically complete even if the asset is not serving its intended purpose because the asset is interdependent on another asset, or because of circumstances such as weather, season, etc.

**PLANNING AND DESIGN ANALYSIS (PDA):** All the planning and design activities to demonstrate that Federal participation is warranted in certain types of Continuing Authorities Program (CAP) projects; no formal report is required. A PDA is used for Section 204, 206, and 1135 projects with Federal costs less than $1M; and for Section 14 and 208 projects. A Preliminary Restoration Plan is not considered a decision document.

**PLANS:** Drawings, a graphic representation, for the construction to be accomplished by a contract.

**PLANT IN SERVICE (PIS):** Administrative action to change Construction in Progress (CIP) cost to U.S. Army Corps of Engineers (USACE)-owned asset cost upon completion of the asset acquisition/construction.

**PREAWARD SURVEY (PAS):** An evaluation of a prospective contractor's capability to perform a proposed contract based upon criteria described at FAR 9.104.

**PRE-CONSTRUCTION ENGINEERING AND DESIGN (PED):** Engineering and design phase of a civil works project that typically is authorized after approval of a feasibility study. Design Documentation
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Report (DDR) level and final plans and specifications are developed in this phase, prior to a construction contract.

**PRELIMINARY REVIEW SUBMITTAL:** Any submittal prior to the Final Submittal.

**PRENEGOTIATION OBJECTIVE MEMORANDUM (POM):** Memorandum which sets forth the significant details of the proposed contracting action and the cost objectives the contracting officer proposes to pursue. The POM should demonstrate that the negotiator is adequately prepared to enter negotiation.

**PRESELECTION BOARD:** A team, comprising District professional staff that determines which Architect-Engineer (A-E) firms are highly qualified and have a reasonable chance of being considered as most highly qualified by the Selection Board, based upon all responses to the District's public solicitation.

**PREFERRED PROCEDURE:** Agreement on the cost and/or time requirements of a change order prior to issuing a Notice to Proceed.

**PREVALIDATE FUNDS:** The activities associated with assuring that funds are available for the execution of a proposed modification. For any given proposed modification, prevalidation of funds includes checking to see that funds are available and informally reserving the amount of funds anticipated to be needed to execute the proposed modification. (Other terms sometimes used to describe these activities are "commit-funds," "reserve funds," "confirm availability of funds," and "budget funds.") See also "Commit Funds" and "Obligate Funds.

**PRICE ADJUSTMENT:** A change to the established price of the contract arrived at by mutual agreement between the Government and contractor and implemented by a contract modification.

**PRICE ANALYSIS:** Process of examining and evaluating a prospective price without evaluation of the separate cost elements and proposed profit.

**PRICE NEGOTIATION MEMORANDUM (PNM):** Memorandum setting forth the principal elements of the negotiation for inclusion in the contract file. The document is used to support the contracting officer’s determination of fair and reasonable price for new contract awards and/or contract modifications arising from changes which require adjustment of contract price and time.

**PRIME CONTRACTOR:** The party with which the Government contracts.

**PROCESS:** A series of actions, tasks, or procedures with a common objective to achieve an end or result.

**PROCUREMENT FRAUD:** Any matter pertaining to contracts or solicitations which involves actual or potential commission of fraud by contractor or government employees. Fraud consists of any intentional deception of DOD (including attempts and conspiracies to effect such deception) for the purpose of inducing DOD action or reliance on that deception. Such practices include, but are not limited to, the following: bid-rigging; making or submitting false statements; submission of false claims; use of false weights or measures; submission of false testing certificates; adulterating or substituting materials; or conspiring to use any of these devices.

**PRODUCTION CENTER:** A Regional Business Center (RBC) production center (e.g. Center of Standardization (COS), Center of Excellence (CX), or Design Center) produces products and services like engineering, design, planning, and support services for delivery at the points of service. Production Centers are designated nationally and regionally.

**PROFESSIONAL ACCOUNTABILITY:** This is a term specifically developed for this procedure that represents a level of demonstrated design competency that would be expected of a registered design professional (engineer, architect, or technician) operating within acceptable standards as set forth by applicable state registration authority. The definition does not include the concept of design responsibility.
from a legal standpoint (civil or criminal liability) or design liability from a financial standpoint but does
include the concept of design acceptability from a state licensing board's perspective. The concept of
professional accountability is used as a measurement of adequate performance for those individuals
providing architectural or engineering design functions. This standard does not require professional
registration but does require performance that is equivalent to that required of a registered professional.

**PROGRAM:** A collection of related projects, services, routine administrative and recurring operational
processes, or some mixture of these, which are managed in a coordinated way to obtain benefits and
control not available from managing them individually. Programs may be categorized by funding source,
customer, similarity of scope, or other common criteria for which resources are allocated and collectively
managed.

**PROGRAM BUDGET ALLOCATION SYSTEM (PBAS):** Utilized by the Army to distribute funding
provided by the different appropriations to the Major Army Commands (MACOMs) and subordinate
commands.

**PROGRAM MANAGEMENT:** The centralized, coordinated management of programs within available
resources, in accordance with applicable laws, policies, and regulations, to achieve strategic benefits and
objectives. Under program management, programs, projects and non-project activities are aggregated for
oversight and direction by the organization’s senior leadership.

**PROGRAM MANAGEMENT PLAN (PgMP):** A formal, approved, living document used to define
program requirements and expectations, including accountability and performance measurements, and
guide program execution and control.

**PROGRAMMED AMOUNT (PA):** Funding scheduled for a specific fiscal year.

**PROJECT:** A temporary endeavor undertaken to create a unique product, service, or result. Internal
services are discrete projects when they are unique and non-recurring.

**PROJECT CHANGE:** A change that occurs where the project would no longer comply with a
commitment made in the Project Management Plan (PMP). This includes changes that affect the scope,
cost, schedule, quality expectations, or risks of the project or other project parameters as defined in the
PMP, such as Project Delivery Team (PDT) members or resource commitments, risk or communication
strategy, etc. A change that, by itself, would be considered a Product Change but that, in the context of
the entire project, would cause a subsequent adverse effect on the commitments defined in the PMP,
may be defined as a Project Change.

**PROJECT COOPERATION AGREEMENT (PCA).** A legally binding agreement between the Federal
government and a non-Federal entity (sponsor) that recites items of local cooperation and the cost
sharing requirements necessary for the Federal Government to undertake water resources projects. It is
required for all civil cost-shared projects, except where exempted by law.

**PROJECT DELIVERY TEAM (PDT):** The team, led by a project manager, composed of everyone
necessary for successful development and execution of all phases of the project. The PDT may be drawn
From more than one USACE district or activity and may include specialists, consultants/contractors,
stakeholders, or representatives from other federal and state agencies. Team members are chosen for
their skills and abilities to successfully execute a quality project, regardless of their assigned functional or
geographic locations within USACE. The team will expand to include all necessary expertise on a
specific issue and may include a vertical aspect encompassing the Major Subordinate Command (MSC)
and headquarters.

**PROJECT ENGINEER/ARCHITECT (PE/A):** The engineering design team leader. The PE/A represents
Engineering and the design team on the project team.

**PROJECT FUNDS:** Monies received by a district to finance the execution of projects. These monies
may be in the form of direct appropriations, reimbursable orders, cash, local cost share, in-kind contributions, etc.

**PROJECT MANAGEMENT**: The application of knowledge, skills, tools, and techniques to project activities in order to meet project requirements.

**PROJECT MANAGER (PM)**: Assigned to achieve the project objectives, the person who manages scope, schedule, quality and budget while leading a project delivery team (PDT). Project managers may be assigned to any organization or geographic element.

**PROJECT MANAGEMENT BUSINESS PROCESS (PMBP)**: A fundamental subset of the USACE business process used to deliver quality projects. It reflects the USACE corporate commitment to provide “customer service” that is inclusive, seamless, flexible, effective, and efficient. It embodies communication, leadership, systematic and coordinated management, teamwork, partnering, effective balancing of competing demands, and primary accountability for the life cycle of a project. More information may be found on the [USACE PMBP portal](#).

**PROJECT MANAGEMENT PLAN (PMP)**: A formal, approved, living document used to define requirements and expected outcomes and guide project execution and control. Primary uses of the PMP are to facilitate communication among participants, assign responsibilities, define assumptions and document decisions to establish baseline plans for scope, cost, schedule and quality objectives (including acquisition strategy when acquisition is required), against which performance can be measured, and to adjust these plans as actual dictate. The PMP is developed by the project delivery team (PDT).

**PROJECT REVIEW BOARD (PRB)**: A group of Senior District Leaders, generally Department heads, chaired by the Deputy District Engineer for Project Management, who meets each month to review certain large, high visibility projects, program and performance indicators.

**PROJNET3 (PROJect extraNet)**: A web service that allows the secure exchange of design and construction information among authorized business partners in the context of specific business processes. It was developed by the U.S. Army Engineer Research and Development Centers Construction Engineering Research Laboratory (CERL) and hosts a number of specific applications; the most widely used of these applications are the Design Review and Checking System (DrChecks), Filer (a file exchange program), and the Design Quality Lessons Learned (DQLL) repository.

**PROPOSAL**: An offer by a contractor, in response to a request for proposal (RFP) issued by the Government for a new requirement or for the purpose of requesting an equitable adjustment for a change to an existing contract.

**PROPOSAL REVISION**: A change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer, as the result of negotiations.

**PUBLIC LAW (PL)**: A public bill or joint resolution that has passed both the House and Senate and has been enacted into law.

**PURCHASE ORDER (PO)**: When issued by the Government, means an offer by the Government to buy supplies or services, including construction and research and development, upon specified terms and conditions, using simplified acquisition procedures as authorized by FAR 13. [FAR 2.101](#)

**PURCHASE REQUEST AND COMMITMENT (PR&C)**: The primary electronic funding document prepared, approved and certified within the Corps of Engineers Financial Management System (CEFMS) to acquire goods and services.

**QUALITY**: The degree to which a set of inherent characteristics fulfills requirements. For the USACE National Contracting Organization (NCO) quality means providing the right contracting service at the right time thoroughly, precisely, and accurately. The essence of quality for USACE contracting professionals is
to do the right thing right the first time, and to provide a useful service that furthers the mission and meets professional acquisition standards of competence.

**QUALITY ASSURANCE (QA):** The means by which the Government fulfills its responsibility in assuring that the quality control is functioning, and assures the completed product complies with the contract through reviews, inspections and tests.

That part of quality management focused on providing confidence that quality requirements of a project, product, service, or process will be fulfilled. QA includes those processes employed to ensure that quality control (QC) activities are being accomplished in accordance with planned activities and that those QC activities are effective in producing a product that meets the desired end quality.

**QUALITY ASSURANCE COORDINATOR (QAC)/QUALITY MANAGER (QM):** A person assigned responsible for coordinating quality within and across offices or an organization. Responsible for tracking, forwarding, and reporting on quality issues or matters to the organization or to functional offices/CoPs.

**QUALITY ASSURANCE PLAN (QAP):** A document that identifies the Government’s role in assuring that the final product complies with contract requirements.

The QAP is a component of the Quality Management Plan (QMP) and Project Management Plan (PMP) and is prepared by the Project Delivery Team (PDT) during the project planning phase. It is a written plan that defines how quality assurance will be executed on products that are completed with another District, government agency, or A/E resources.

**QUALITY ASSURANCE REPRESENTATIVE (QAR):** Government or Construction Management Services (CMS) employee whose duties include monitoring and reporting contractor’s daily activities and Quality Control (QC) system.

**QUALITY ASSURANCE TEAM (QAT):** The group of individuals involved in performing the Quality Assurance (QA) activities identified in the Quality Assurance Plan (QAP).

**QUALITY CERTIFICATION:** Formally signed certification document attesting to completion of the so-specified Quality Control (QC) or Quality Assurance (QA) activities and responsibilities.

**QUALITY CONTROL (QC):** That part of quality management focused on fulfilling quality requirements of a project, product, service, or process. It includes those processes used to ensure performance meets agreed upon customer requirements that are consistent with law, regulations, policies, sound technical criteria, schedules, and budget.

**QUALITY CONTROL PLAN (QCP):** The Quality Control Plan is a component of the Quality Management Plan (QMP) and Project Management Plan (PMP). The QCP is a written plan that defines how quality control will be executed for products.

**QUALITY MANAGEMENT (QM):** The coordinated activities to direct and control an organization with regard to quality.

**QUALITY MANAGEMENT PLAN (QMP):** The document specifying which procedures and associated resources shall be applied by whom and when to a specific project, product, process, or contract. A QMP is generally one of the results of quality planning that identifies processes.

**QUALITY MANAGEMENT REPRESENTATIVE (QMR):** The District/Lab/Center or MSCs person responsible for monitoring quality control, usage of the QMS, and reporting daily QMS activities. A QMR shall appoint to serve as primary points of contact for QMS training and implementation within individual USACE Region, District, Center, Lab, and HPO organizations. A QMR function may be assigned to an employee to accomplish the local QMS activities.
QUALITY MANAGEMENT SYSTEM (QMS): Management system to direct and control an organization with regard to quality. QMS is a set of interrelated or interacting elements that uses a process approach to manage and control how quality policies are implemented and quality objectives are achieved. A process-based QMS is a network of interrelated and interconnected processes.

QUOTATION: A response to a request for quotation (RFQ) issued under authority of FAR 13, simplified acquisition procedures. Quotations are not legally binding unless the Government makes an offer via purchase order (DD 1155) and the contractor performs or accepts in writing.

READY TO ADVERTISE (RTA): Normally, the project is ready-to-advertise (RTA) when all the BCOE certification comments have been responded to by the designers in writing, incorporated into the design and certified by the construction district. This should occur on the date shown in the approved project Schedule. If a project has a shortened schedule, the PM and PE/A can agree to an Early Release of Product, and sign an internal document. If this is the case, BCOE Certification does not have to be complete before the project is Ready to Advertise. The project may be advertised and issued for construction early, with the clear understanding that BCOE Certification must occur before bids or proposals are opened by Contracting Division.

REAL ESTATE MANAGEMENT INFORMATION SYSTEM (REMIS): USACE-owned Real Property Inventory.

REDZONE MEETING: Meeting held by the Project Development Team 60 days prior to Beneficial Occupancy Date (BOD) to ensure timely completion and close-out for Military Construction (MILCON) projects. (See ECB 2004-21, MILCON Project Close-out, The RedZONE Meeting.) Meeting is also required for Civil Works projects if included in the Project Management Plan (PMP).

REGIONAL ACQUISITION STRATEGY BOARD (RASB): A business forum which assesses regional acquisition matters to include division-wide shared needs and tools, facilitates development of overall acquisition strategy plans, and identifies opportunities for small business. The RASB is responsible for recommending contracting methods and capabilities to enhance mission execution, better support customers, and other items of concern relative to the acquisition mission of the Regional Business Center (RBC).

REGIONAL BUSINESS CENTER (RBC): A Major Subordinate Command (MSC) and its districts acting together as a regional business entity. This vertical and lateral integration of organizational capabilities, resource sharing, technical expertise, project management, and project delivery broadens and enhances the range of services and quality within the region.

REGIONAL COMMAND COUNCIL (RCC): The guiding corporate body of the Division (Major Subordinate Command –MSC) which provides the primary forum for making regional decisions that require region-wide Command-level attention and participation.

REGIONAL CONTRACTING CHIEF (RCC): The senior contracting official within the region, and the managerial arm for the delivery of contracting services across the region (Major Subordinate Command –MSC). Primary responsibilities include acquisition strategy, manpower management, manpower development, budget development, process standardization, and policy dissemination and implementation.

REGIONAL INTEGRATION TEAM (RIT): Cross-functional teams at HQUSACE that facilitate resolution of issues and champion Regional Business Center (RBC) causes.

REGIONAL MANAGEMENT BOARD (RMB): Responsible for managing coordination within the Regional Business Center (RBC) on regional and operational matters, cross talk between individual districts and functions, and seeking greater regional effectiveness. It has the responsibility and authority to decide on workload and workforce management and adjustments, on standard business practices and
organizations within the RBC (and across districts), and on other common regional business issues.

**REGIONAL PROJECT EXECUTION:** Completing major technical milestones such as plans and specifications in the design phase for a project. Milestone completion may be inclusive of all technical milestones for an entire project scope of work when work sharing an entire project to a support District; or, it may be completion of major features of the project scope of work within one support District or through a combination of support Districts. The key element is involvement of at least one support District during the E&C technical phases of a project's planning, engineering, construction, and operations and maintenance.

**REGIONAL PROGRAM AND BUDGET ADVISORY COMMITTEE (RPBAC):** A resource business forum that focuses on the development and issuance of planning, programming and operating budget execution guidance, and aligns regional budget formulation with strategic objectives. It is the backbone/vehicle for setting appropriate rates, establishing affordable and appropriate objective organizations, and operating within those parameters. A forum to arrive at regional solutions to fiscal challenges and ensures the Regional Business Center (RBC) operates as a single regional business entity.

**REGIONAL PROGRAM REVIEW BOARD (RPRB):** A business forum that reviews the Civil Works and Military programs and projects, provides current year workload management and advises the Division Commander on issues that have a regional impact. The RPRB focuses on adapting effective, efficient, and consistent business practices that deliver quality products and services in a timely manner to its customers.

**REGIONAL RATES:** Overhead rates every district in the Region charges their customers. If the district rate is greater than the regional rate, the district is receiving from the Region. If the district rate is less than the regional rate, the district is contributing to the Region. Regional rates are computed based on each district's target rates.

**REIMBURSABLE FUNDS:** For the purpose of this procedure, a funding document used by a customer to provide the U.S. Army Corps of Engineers (USACE) with funds for a project (typically, Military Interdepartmental Purchase Request (MIPR)).

**REIMBURSABLE ORDERS:** Reimbursable orders get their name from the fact that they are actually the accounts of others in the federal government, and those agencies provide obligation authority via a funding document [Military Inter-departmental Purchase Request (MIPR)]. When U.S. Army Corps of Engineers (USACE) accepts this reimbursable order, it must be initially financed because USACE will incur costs and then bill USACE’s customers for reimbursement at the end of the month.

**REQUEST FOR INFORMATION (RFI):** A request from the contractor for clarification of construction contract terms, extension of design, additional or missing information or deviations that may or may not require a contract modification.

**REQUEST FOR PROPOSAL (RFP):** A request for proposal (RFP) is an invitation for offerors to submit a proposal on a specific commodity or service. RFPs are used for either sole source acquisitions or competitive negotiations. RFPs are used when factors other than price will be considered in the source selection decision. Authorized and guided by Far 15, Contracting by Negotiation. For modifications, the RFP accompanies the description of change and asks the contractor to provide a proposal on the cost/time related to the additional/deleted work requirements.

**REQUIREMENT:** Need or expectation that is stated, generally implied, or obligatory.

**RESIDENT MANAGEMENT SYSTEM (RMS):** An electronic management system used in Construction Division (CD) offices to aid in tracking and managing various aspects of a construction project.

**RESIDENTIAL COMMUNITIES INITIATIVE (RCI):** A method of acquiring residential military housing at or near an installation separate from Military Construction.
**RESOURCE MANAGEMENT (RM).** RM is responsible for issuance of all procedures relative to the acceptance and control of funds applicable to reimbursable work.

**RESOURCE MANAGEMENT BUDGET ANALYST (RMBA).** The RMBA will financially accept reimbursable work (MIPR) only after they have ensured that the appropriate source of funds is provided for the work to be performed.

**RESOURCE PROVIDER:** Any organization, or part of an organization, that is responsible for determining the availability of resources for project delivery teams or program delivery teams utilizing resource information in P2. Resource providers can be first line supervisors, middle managers, chiefs of design branch, chiefs of hydraulics branch, etc.

**REVIEW BOARD.** Team consisting of Chiefs of Engineering and Construction and District Counsel that determines whether or not to pursue claim of Architect/Engineer (A/E) responsibility against an A/E on applicable federal contracts.

**RIGHT OF ENTRY (ROE):** A written instrument, binding on all parties, which provides authority to enter on certain premises to perform specified acts, without acquiring any estate or interest in the property.

**RIGHT-OF-WAY (R/W):** A general term indicating all lands, easements (temporary and permanent), and other interests in lands required for a project. Right-of-way is often abbreviated as R/W, and Construction Easements as C/E.

**RISK MANAGEMENT PLAN:** Planning for the systematic process to identify, analyze, and respond to risk throughout the entire project life cycle. A risk analysis is performed for five categories of project risk: scope, quality, schedule, and cost along with safety and health risk. The level of detail of the risk analysis and Risk Management Plan is based on the complexity of the project. The Risk Management Plan is a supporting document of the Project Management Plan (PMP).

**RULE 4 FILE:** Exhibits to Findings of Fact/Contracting Officer Final Decision. Within 30 days of receipt of an appeal, or notice that an appeal has been filed, the contracting officer shall assemble and transmit to the Board an appeal file consisting of all documents pertinent to the appeal, including: (1) the decision from which the appeal is taken; (2) the contract, including pertinent specifications, amendments, plans, and drawings; (3) all correspondence between the parties relevant to the appeal, including the letter or letters of claim in response to which the decision was issued; (4) transcripts of any testimony taken during the course of proceedings, and affidavits or statements of any witnesses on the matter in dispute made prior to the filing of the notice of appeal with the Board; and (5) any additional information considered relevant to the appeal. Within the same time above specified the contracting officer shall furnish the appellant a copy of each document he transmits to the Board, except those in subparagraph (a)(2) above. As to the latter, a list furnished appellant indicating specific contractual documents transmitted will suffice.

**SCOPE:** The description of products and/or services to be provided.

**SEALED BIDDING:** A competitive method of contracting that employs competitive bids, public opening of bids, and awards. Authorized and guided by FAR 14, Sealed Bidding.

**SEAT MANAGEMENT:** A USACE-wide standard, flat rate method of charging for support provided to each workstation/office occupied by a nationalized function personnel.

**SECTION 8(a) BUSINESS DEVELOPMENT PROGRAM:** Section 8(a) of the Small Business Act, 15 U.S.C. 637(a), established a program that authorizes the Small Business Administration (SBA) to enter into contracts with designated Federal agencies and let subcontracts for performing those contracts to firms eligible for program participation and to assist eligible small disadvantaged business concerns to compete in the American economy through business development. Contracting actions may be sole source or competitive and may include supplies, services, construction and commercial items. Architect-
Engineer (A-E) contract actions are competitive only in accordance with FAR Part 36.6 and the Brooks Act. DoD has specific authority to enter directly into an 8(a) contract with the selected contractor without a three-party (tri-partite) contract including the SBA.

SECTION 852 INTERN: Interns paid for by Defense Acquisition Workforce Development Fund (Section 852). These interns are on the District rolls.

SELECTION BOARD: A team, comprising District professional staff, that evaluates and recommends a "top three" slate of Architect/Engineer (A/E) firms, in order of preference, to the Chief, Engineering Function for selection.

SERVICE CONTRACTS: Contracts that directly engage in the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.

SERVICE WAGE RATE DECISION: These are a type of wage rate decision also issued by the U.S. Department of Labor which covers activities covered by the Service Contract Act. Most service wage rate decisions are issued as special decisions and may require several weeks to obtain. Service wage rates are significantly less than Davis Bacon rates and it is critical that the contract be accurately classified as to type. The classification of contract type is not always apparent.

SIMPLIFIED ACQUISITION PROCEDURES (SAP): The methods prescribed in Part 13 for making purchases of supplies or services. [FAR 2.101]

SINGLE AWARD TASK ORDER CONTRACT (SATOC): An Indefinite Delivery/Indefinite Quantity (IDIQ) contract for supplies or services awarded to one contractor.

SOLE SOURCE ACQUISITION: A contract for the purchase of supplies or services that is entered into or proposed to be entered into by an agency after soliciting and negotiating with only one source. [FAR 2.101]

SOLICITATION (SOL): Any request to submit offers (proposals or bids) or quotations to the Government. Solicitations under sealed bid procedures are called "invitations for bids" (IFB) and are authorized by FAR 14. Solicitations under negotiated procedures are called "requests for proposals" (RFP) and are authorized by FAR 15. Solicitations under simplified acquisition procedures are called "requests for quotation" (RFQ) and are authorized by FAR 13.

SOLICITATION PROVISION OR PROVISION: Instructions or representations/certifications used only in solicitations and are removed at contract award. [FAR 2.101]

SPECIAL CONTRACT REQUIREMENT (SCR): Provisions of a contract relating conditions peculiar to a specific contract.

SPECIAL PROJECT: Any project not generating normal design flow deliverables or fitting the normal programming cycle, e.g. "yank-a-tank," Job Order Contract (JOC), and other miscellaneous projects or requests for service funded by a customer.

SOURCE SELECTION: The process used in competitive, negotiated contracting to select the proposal that offers the best value to the Government using price and other factors in accordance with FAR 15.

SOURCE SELECTION AUTHORITY (SSA): The Government official responsible for selecting the source(s) in a negotiated acquisition.

SOURCE SELECTION EVALUATION BOARD (SSEB): A team of specialists skilled in disciplines related to the technical requirements of the solicitation. The SSEB individually evaluates proposals against the requirements of the solicitation.
**SOURCE SELECTION PLAN (SSP):** The SSP is the written plan to conduct the source selection process using FAR 15, Competitive Negotiation Procedures.

**SPECIFICATIONS:** A detailed precise presentation of a plan or proposal; statement of legal particulars such as contract terms.

**SPONSOR:** A non-Federal entity (state, municipal government, flood control district, etc.) that shares the costs of U.S. Army Corps of Engineers (USACE) water resources studies and projects with the Federal Government (the USACE) in accordance with the cost sharing requirements outlined in Federal laws. See Project Cooperation Agreement (PCA).

**STAKEHOLDERS:** Individuals and organizations who are involved in or may be affected by the project.

**STANDING OPERATING PROCEDURE (SOP):** Joint procedure written and agreed to by both parties. Although they are not contractually binding (as Advance Agreements [AAs] are), they are followed by both parties.

**STOP WORK ORDER:** Order issued by the contracting officer or his authorized representative to suspend all or a portion of the work under service (including construction) contracts.

**SUBCONTRACTOR (SUBK):** A secondary contractor under contract with the prime contractor undertaking some of the obligations of a primary contractor, and is not an affiliate nor in a joint venture partnership with the prime contractor.

**SUBJECT MATTER EXPERT (SME):** Individual considered most knowledgeable in a particular field or subject matter. Takes responsibility to write or helps in developing articles, papers, or a process. May be called upon to provide responses to comments or questions related to a particular field of knowledge or a process, and can be considered a subject matter expert in that field or the process.

**SUPPLEMENTAL AGREEMENT (Bilateral modification):** A Contract modification that is signed by the contractor and the contracting officer.

**SUSPENSION OF WORK (CONSTRUCTIVE):** An act or failure to act by the Government which is not a directed suspension of work but which has the effect of delaying, interrupting, or suspending all or any part of the work.

**SUSPENSION OF WORK (DIRECTED):** Actions resulting from an order of the contracting officer to delay, interrupt, or suspend all or any part of the work under a construction contract for a given period of time for the convenience of the Government.

**SUPPORT DISTRICT:** The District performing work for the Lead District.

**SUPPORT FOR OTHERS (SFO):** Reimbursable work performed by USACE under applicable Federal law and funded by non-Department of Defense (DOD) Federal agencies, and State and/or local governments of the U.S. For purposes of this regulation, the term "states" includes any of the 50 States of the United States, plus the District of Columbia; the Commonwealths of Puerto Rico and Northern Mariana Islands; the Territories of the U.S. Virgin Islands, Guam and American Samoa.

**SURETY:** An individual or corporation legally liable for the debt, default, or failure of a principal to satisfy a contractual obligation. The types of sureties referred to are as follows: (1) An individual surety is one person, as distinguished from a business entity, which is liable for the entire penal amount of the bond. (2) A corporate surety is licensed under various insurance laws and, under its charter, has legal power to act as surety for others. (3) A cosurety is one of two or more sureties that are jointly liable for the penal sum of the bond. A limit of liability for each surety may be stated. [FAR 2.101]

**TASK ORDER (TO):** An order for services placed against an established IDIQ contract or with other
Government sources, for example General Services Administration (GSA). [FAR 2.101]

**TECHNICAL ANALYSIS:** Evaluation by technical team members of the judgmental elements of a contractor’s proposal other than price.

**TECHNICAL DIRECTION LETTERS (TDLS):** Technical direction is the process where the government issues instructions and guidance on the detailed aspects of contract performance as the work progresses. Technical direction is provided to the contractor in writing by the Contracting Officer Representative (COR).

**TECHNICAL MANAGER (TM):** The manager of the technical aspects of a portion of the project, i.e., Project Engineer/Architect for design portion or Construction Management Project Engineer for construction management portion.

**TECHNICAL REVIEW CERTIFICATION:** Certification document, signed by the PM and the District Division Chiefs, that an independent technical review, appropriate to the level of risk and complexity inherent in the project, has been conducted as defined in the Quality Control Plan.

**TERMINATION OF CONTRACT:** Actions by the Government in accordance with contract clauses to terminate, in whole or in part, work with the contractor. Termination may be for the convenience of the Government or for default by the contractor.

**TIME EXTENSION:** Extension of the contract time by modification in order to complete an item of work or to compensate the Contractor for excusable delays.

**TITLE 10 APPROVAL:** Notification to the Committees of Congress of acquisitions greater than $750K per annum.

**TOTAL LABOR MULTIPLIER (TLM):** A ratio of the number of direct labor hours required to recoup the organization’s labor cost, fringe benefits, and overhead expenses.

**TRANSFER (XFER):** To turn over a completed project to a customer.

**TRANSFER (REAL ESTATE):** Change of jurisdiction over real property from one Federal agency or department to another, including military departments and defense agencies.

**TRUTH IN NEGOTIATIONS:** Term used to refer to Public Law 87-653, the Truth in Negotiation Act, or the concept of Truth in Pricing, whose purpose is to require contractors to submit accurate, complete, and current cost or pricing data.

**UNCHANGED WORK:** The contract requirements not altered by a contract modification.

**UNDEFINITIZED CONTRACT ACTION (UCA):** Any contract action for which the contract terms, specifications, or price are not agreed upon before performance is begun under the action. Examples are letter contracts or orders for which the price has not been agreed upon before performance has begun. For Undefinitized actions, the Government shall not obligate more than 50% of the Not to Exceed (NTE) price before definitization. However, if a contractor submits a qualifying proposal before 50% of the NTE price has been obligated by the Government, then the limitation on obligations before definitization may be increased to no more than 75%. Contract modifications issued by authority of the changes clause are not UCAs by definition; however, similar payment principles are applied.

**UNDERRUN IN QUANTITY:** The actual quantity of work performed by a contractor less than the estimated amount shown in the bid schedule of the contract.

**UNIFIED FACILITIES GUIDE SPECIFICATIONS (UFGS):** A system of master guide specifications that define the qualitative requirements for products, materials, and workmanship for work features that occur
in Tri-Services (Army, Navy, Air Force) construction projects on a repetitive basis and establish the form to be used for the technical provisions of construction contract specifications.

**UNILATERAL MODIFICATION:** A contract modification that is signed only by the contracting officer. They are used to make administrative changes, issue change orders, make changes authorized by clauses other than a changes clause (e.g., Suspension of Work clause); and issue termination notices.

**UNITED STATES ARMY CRIMINAL INVESTIGATION DIVISION (US ARMY CID):** The entity that is responsible for investigating procurement fraud matters for the Department of Army, including the U.S. Army Corps of Engineers (USACE).

**UNLIQUIDATED OBLIGATIONS:** An obligation incurred for which payment has not been made.

**UNUSUALLY SEVERE WEATHER:** That kind of weather which is more severe than normal for the location at which the construction is being performed, i.e. greater quantity of rain than normal for a particular month, greater number of days of rain than normal for a particular month or greater number of days with temperature lower than normal for a particular month. Normal weather for the location should be based on the National Oceanic and Atmospheric Administration's "Temperature and Rain Data" or other local official sources.

**USACE FINANCE CENTER (FINANCE AND ACCOUNTING OFFICE) or (UFC):** The USACE office named in the contract to make payment. UFC functions are located in offices in Millington, Tennessee.

**USER:** Any entity which (who) uses the product. For example, since the primary product produced by Engineering is plans and specifications, the user of these plans and specifications is Construction. In like manner, the user of an Engineering Appendix (another product of Engineering Division) would be Planning.

**VALUE ENGINEERING (VE):** An organized study of functions to satisfy the user's needs with a quality product at lowest life-cycle cost through applied creativity. Value Engineering, Value Analysis (VA), and Value Management (VM) are often used interchangeably to indicate the practice and application of similar methodology to benefit projects, programs, and/or products. The Value Methodology uses a systematic approach, which outlines specific steps to effectively analyze a product or service in order to develop the maximum number of alternatives to achieve the product's or service's required functions.

**VALUE ENGINEERING CHANGE PROPOSAL (VECP):** A change to a construction, supply, or services contract initiated by the contractor. The proposal maintains or improves the essential functions or characteristics of the work being changed and results in a reduction of the contract price. A VECP requires a contract modification. The savings resulting from the change is shared between the contractor and the federal government as specified in the applicable Federal Acquisition Regulation (Parts 48 and 52.248). The contract clauses apply to all construction and procurement contracts over $100,000 and may be applied to lesser dollar contracts when the contracting officer determines there is a potential for cost reduction.

**VALUE ENGINEERING PROPOSAL (VEP):** A written, detailed proposal regarding any project or activity for which the U.S. Army Corps of Engineers (USACE) has design, construction, operation, maintenance, procurement, or supply responsibilities that was developed, using value engineering methodologies, by employees of the federal government or Architect/Engineers (A/Es) employed by the agency (and in conjunction with the local sponsor when appropriate).

**VALUE ENGINEERING STUDY TEAM (VEST):** A group of individuals having a variety of backgrounds and skills, organized to apply Value Engineering (VE) methodology to a project or situation.

**VALUE MANAGEMENT (VM):** The use of the Value Methodology at multiple points in a project, process, or program to discover, understand, and consider the needs and values of all Project Delivery Team (PDT) members, customers, partners, and stakeholders. When performed properly and professionally,
Value Management Workshops help the project manager (PM) effectively balance scope, schedule, resources, and quality of a project. The Value Management/Value Engineering (VM/VE) process emphasizes the use of multi-functional teams and their resulting synergy. It is a management tool that should be applied throughout the life cycle of projects and programs. Value Management seamlessly integrates into the Project Management Business Process (PMBP) and may be applied to all business processes phases.

**VALUE MANAGEMENT PLAN (VMP):** One of the integral parts of the Project Management Plan (along with Quality Management, Risk Management, Communications, Safety and Health, and Change Management) that identifies the planned project-specific value management procedures appropriate to the size complexity, and nature of the project.

**VALUE METHODOLOGY:** A function-oriented, systematic team approach to balance performance and cost, performed under the direction of an active District Value Management/Value Engineering (VM/VE) Officer or facilitator with qualifications equivalent to a Certified Value Specialist. The Value Methodology utilizes five basic steps (information, speculation, analysis, development, and presentation) to perform an analysis of the functions of a program, project, system, project, item of equipment, building, facility, service, or supply of an executive agency, for the purpose of improving performance, reliability, quality, safety, and life cycle costs.

**VALUE STUDY:** A process of application of the Value Engineering Methodology, which uses a multi-discipline team of designers and stakeholders and the product delivery team to break down the project into functional performance elements. Cost and benefits are assigned to each element and evaluated. Creative options are then sought to improve functionality and/or cost-effectiveness. Results are documented in a published report. This study or workshop (studies or workshops as appropriate) is (are) a milestone(s) to be identified in the PMP and accomplished as part of the VE process.

**VARIATIONS IN ESTIMATED QUANTITY (VEQ):** The difference between the quantity estimated in the bid schedule and the quantity actually required to complete the bid item. Most contracts include a clause that permits negotiation of an equitable adjustment upon demand by either party based upon substantial variations from the estimated quantities stated in the bid scheduled. Usually the negotiation is for the percentage of variation of quantities in excess of 115% or less than 85% of the estimate quantities.

**VERTICAL TEAM:** Team that is composed of personnel from different command levels in the organization.

**VIRTUAL TEAM:** Team working across geographic or organizational boundaries without physical co-location.

**WAGE RATE DECISIONS:** See Davis Bacon Wage Rate Decisions and Service Contract Wage Rate Decisions.

**WARRANTY:** For the purpose of this work instruction, equipment and system warranties provided by construction contractor.

**WEAKNESS:** A flaw in the proposal that increases the risk of unsuccessful contract performance. A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

**WORK:** Sustained physical or mental effort or activity directed toward the production or accomplishment of something. Work of a business can generally be categorized as either projects or operations, although there may be some overlap.

**WORK AUTHORIZATION DOCUMENTS (WADS):** WADs are administrative tools used to manage and administer task orders or contracts. WADs are normally used to manage cost reimbursement contracts or task orders.
**WORK BREAKDOWN STRUCTURE (WBS):** A deliverable-oriented grouping of project components that organizes and defines the total scope of the project.

**WORK IN PROGRESS (WIP):** Reimbursable work that may involve asset acquisition/construction but would not result in a U.S. Army Corps of Engineers (USACE)-owned asset or an asset to be transferred to outside parties. Projects such as Defense Environmental Restoration Program (DERP) and Support for Others (SFO) are in this category.

**WORK ITEM (WI):** A unique Corps of Engineers Financial Management System (CEFMS) account established to accumulate costs for a specific item, whether asset or expense (non-asset). WIs must be properly created in order for costs to be reflected in the right cost type (Construction in Progress (CIP) or expense).

**WORK SHARING:** Assignment of work by function, discipline, work scope, or project from the lead District to the support District. This is also referred to as work brokering.
LINKS

AND

REFERENCES
This page intentionally blank
Open the NCO Contracting website at https://kme.usace.army.mil/CoPs/Contracting/default.aspx. Accessing this site first will allow the hyperlinks to open.

18650-NAB Award Fee Plan Development

AAA website

ACASS-CCASS Presentation

ACBIS Bulletin 08-022.25, FPDS-NG Verification and Validation User Guide

ACBIS- Army Contracting Business Intelligence System

ACC 51C Level One Proficiency Guide

ACE-IT Trouble Ticket

ACO Checklist Questions

ACO Inspection Checklist

Acquisition Plan Preparation Template, Directorate of Contracting, Office of the Principal Assistant Responsible for Contracting USACE, Revised March 2008

Acquisition Plan Roles and Responsibilities Matrix

Acquisition Plan Template – Informal Construction

Acquisition Plans Training

Acquisition Strategies – AEN

A-E Contract File Index

A-E Contractor Do’s and Don’ts

AED-N Informal Acquisition Plan Template

AED-N Terminations SOP

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AFARS Manual No. 2, Contingency Contracting

Air Force Instruction 32-1021, Planning and Programming of Facility MILCON, 14 June 2010
Anti-Deficiency Act 31 U.S.C. § 1341

AR 420-1, Army Facilities Management

AR 420-1, Design Directives Chart

Army Acquisition Support Center

Army Audit Agency

Army Continuous Learning Policy

Army Contract File Index

Army DAU Cancellation Policy

Army Defense Acquisition University (DAU) Training Policy and Procedures

Army Knowledge On-line (AKO)

Army Management Staff College (AMSC)

Army Single Face to Industry (ASFI)

Army Training Requirements and Resources System (ATRRS)

ASA (ALT)

ASA(ALT) Memorandum, 29 April 2011, Enforcement of Army Defense Acquisition University (DAU) Policy and Procedures Course Cancellation

ASA (ALT) Memo on Relevant Contracting Experience Prior to Deployment

Ask a Professor

Auto Closeout Guide

Auto Close Step-by-Step

BCOE

Biddability Constructability Operability and Environmental Review

BG Harrison Testimony to Senate Small Business Committee – 15 SEP 2011 (Disaster Response)

Bona Fide Needs Advisory

Brooks Act, PL 92-582

Budget and Accounting Act of 1921

Buy American Act

Buy American Act Domestic Non-Availability Determination Information
Buy American Act Policy Review
Buy American Act Waiver Briefing
C3 Acquisition Instructions
C3 Training
Career Acquisition Management Portal (CAMP)
Career Program-14 (CP-14) Intern Program
CCASS Policy Manual
CCASS website
CCR
CEFMS Instructions
CEFMS Training
CEFMS User Manuals
CEMP-RS Memo, 14 AUG 96, Supercost Financial Management and Recordkeeping
CENAB-CO-CN Contract Clauses for Contract Modifications
CENTCOM Acquisition Instructions
CENTCOM Contracting Command (C3)
CENTCOM Contracting Officer Toolkit
Central Contractor Registration (CCR)
Checklist to Execute a Solicitation
Civilian Education System (CES)
Civilian Human Resource Training Application System (CHRTAS)
Claim Tree
Clauses that Modify Construction Contracts
Closeout Procedures-LRL
CM Article, June 2004 Contract Adjustment or Certified Claim?
Communities of Practice (CoP) website
Construction Contract Administration (CCA) (PROSPECT 366) Student Manual
Construction Contract File Index

Construction Contract Initiatives (CCI)

Constructive Use of Bid Savings

Contract Adjustment or Certified Claim? Contract Management Article, June 2004

Contract Administration Manual for Construction Contracts, South Atlantic Division

Contract Award Checklist

Contract Closeout File Checklist

Contract Disputes Act (PL 95-563; 41 U.S.C. Chapter 9, Sections 601-613)

Contract File Index (Army)

Contract Management Article, June 2004 Contract Adjustment or Certified Claim?

Contracting Officer’s Guide for Theater Business Clearance

Contracting Officer Tool Kit (CENTCOM)

Contractor Claim Briefing with notes

Contractor Manpower Reporting Application (CMRA)

Contractor Performance Assessment Reporting System (CPARS)

CoPs website

COR Inspection Checklist

Corporate Team Decision Brief ANSF Schedules

Cost Engineering Policy and General Requirements ER 1110-1-1300

CPARS

CRC Guide, Section 19, Contractor Claims

Criteria for Adequate Contract Pricing Proposals Policy

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DA 3953 Purchase Request & Commitment (PR&C)

DA Pamphlet 420-11, Project Definition and Work Classification

DACM Policy

DASA (P) FY10 PMR Guidance Memo
DASA (P) Harrington Testimony, Arlington National Cemetery

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DAWIA Certification

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DD 448, Military Interdepartmental Purchase Request (MIPR)

DD 448-2, Military Interdepartmental Purchase Request (MIPR) Acceptance

DD 1155, Order for Supplies or Services

DD 1354, Transfer and Acceptance of DoD Real Property

DD 1391, Military Construction Project Data

DD 1593, Contract Administration Completion Record

DD 1594, Contract Completion Statement
DD 1597, Contract Closeout Checklist
DD 2579 Small Business Coordination Record

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EFARS Part 5, Publicizing Contract Actions
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EFARS Part 46, Quality Assurance
EFARS Part 49, Termination of Contracts
EFARS Part 52, Solicitation Provisions and Contract Clauses

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EM 385-1-1, Safety and Health Requirements Manual 2008

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Email, FW INFOACTION NCO Guidance on Construction Contract Bonding – CENTCOM AOR
Email, FW INFOACTION Procurement Instruction Letter (PIL) 2011-04 Contractor Performance Assessments

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ENG Form 93, Payment Estimate - Contract Performance

ENG Form 3394, USACE Accident Investigation Report

ENG Form 3726, Official Contract Record Checklist – Pre Award

ENG Form 3726-1, Official Contract Record Checklist – Contract

ENG Form 3726-2, Official Contract Record Checklist – Contract Modification/Delivery Order

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EPLS Excluded Parties List System

ER 5-1-10, Corps-Wide Area of Work Responsibility

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ER 1105-2-100, Planning Guidance Notebook

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ES 18030, Construction Contract Modifications
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Fair Opportunity Process Document Example
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Federal Acquisition Institute (FAI)
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Federal Procurement Data System - Next Generation (FPDS-NG)
FEMA 0 ESF#3 Field Guide Information Folder
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FEMA Agreements Information Folder
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FEMA Support spkmcct-SOP-110103
FEMA Time Sheet Information Folder
FEMA Tornado Information Folder
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FEMA Websites Information Folder
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FY11 PROSPECT 366 Chapter 09 Student Manual
FY11 PROSPECT 366 T4C Chap 15-2 IG Termination for Convenience
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GPRA website

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GRD 09-02, Sons of Iraq
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Harrington Testimony (Arlington National Cemetery)

How to Add DAU Training to Your IDP

How to Add Education to Your IDP

How to Applying for DAWIA Certification

How to IDP Supervisor’s Instructions to Add Employee

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How to SPS Document Labeling

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How to Update Your ACRB in CAMP

Information for Members of Congress – Army Launching Acquisition Review

Iraq-Afghanistan TBC Guide

Iraq Women Owned Business (IWOB) Preference

JCCIA PCO Checklist

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Joint Contingency Contracting System (JCCS) Vendor Vetting

LD Calculator

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LPTA SSP Template Revised 100820

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LRL Instructions to Close Out D Contracts

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NCO DAU Cancellation Policy
NCO Document Review and Approval Matrix
NCO DPARC and BOB Initiative DEC 2010
NCO Implementation Approval and Plan 2007
NCO Informal Acquisition Plan Template
NCO Organization Chart and Structure
NCO PARCs and Chiefs of Contracting List
NCO Portal
NCO Strategic Mission, Vision and Campaign Plan Strategy
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NGB Construction Handbook, Part 1
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PARC-WIN kme

PARC-WIN Peer Review

PARC PMR Toolkits

PARC PMR website

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PARC/Policy Alert 10-20, the Federal Awardee Performance and Integrity Information System (FAPIIS)

PARC Policy Alerts (All)

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PIL 2011-05 Encl 2 Special Contract Requirements
PIL 2011-05 Encl 3 Technical Exhibit #2, List of DOL Waivers
PIL 2011-05 Encl 4 DBA CLIN

PIL 2011-07, Enhanced Authorities to Acquire Products and Services in Iraq and Afghanistan
PIL 2011-08, USACE Policy for Contracting Officer Warrants
PIL 2011-09, Authority to Use Electronic Software for Processing Davis Bacon Act Certified Payrolls in USACE Construction Contracts
PIL 2011-10, Requirements for Cost-Plus-Award-Fee Contract Determination, Issuance and Administration
PIL 2011-11, Acquisition of Services Strategy and Army Services Strategy Panel Processes
PIL 2011-12, Contracting Officer Authority

PL 84-99 Flood Control and Coastal Emergencies (FCCE)
PL 84-99 Fact Sheet
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PMBP Manual
PMBP website
PMR Operations Order (OPORD)
PPM Community of Practice (PPM CoP) Website
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Procurement Instruction Letters (PIL)

Program and Project Management (PPM) Community of Practice (CoP) Website
Project Labor Agreements (PLA) Frequently Asked Questions (FAQs)
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QMS ES-08007, Engineer of Record and Design Responsibility

QMS ES08020, BCOE Procedure

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QMS ES-08020.2 Attachment B Sample BCOE Status of Real Estate

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Tom Bevill Center in Huntsville, Alabama (primary USACE training facility)

Trouble Ticket – ACE-IT

Unbalanced Bids Info Paper

USACE 101 Briefing

USACE Business Process, ER 5-1-11

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USACE Learning Center (PROSPECT course website)

USACE National IDIQ Database

USACE NCO PARCs and CT Chiefs

USACE Office of History

USACE PARC Acquisition Plan Template
USACE People Lookup

USACE Publications

USACE Tribal Policy Principles, MAY 2010

U.S. Army Acquisition Support Center

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PRAYER

OF THE

U.S. ARMY CORPS OF ENGINEERS
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Almighty God, Creator of the universe:

We praise you for spanning Heaven and Earth and holding the plumb line of the cosmos in Your gracious hand. Thank You for the past engineers who have served with dedication, gallantry, patriotism and skill-sometimes at the cost of their mortal lives. Bless today all men and women of the United States Army Corps of Engineers wherever they are stationed around the globe.

As we perform our varied tasks, guide us in making rough places smooth, crooked ways straight, and our environment safer. May our minds be keen, our calculations accurate, our myriad projects successful and our faith in You unending. Enable our topographers to be precise and our stewards to be steadfast. May our works reflect a degree of Your perfection and bring delight to everyone who benefits from them.

Give audacity and courage to our combat elements. May our lead on the battlefield enjoy Your guard as we prepare the way for others who are committed to freedom and justice throughout the world.

Open our inner lives to know You better and receive Your gift of deliverance through salvation. Grant us wisdom in our efforts to improve, maintain, protect and restore Your creation. Inspire us to also treat fairly all You entrust to our care.

Help us to conform to Your will and be faithful in all our pursuits. Then may we minor Your divine order, with leadership in engineering that builds a lasting legacy for every generation.

ESSAYONS!

In Your name we pray, almighty God, engineer of all eternity.

AMEN