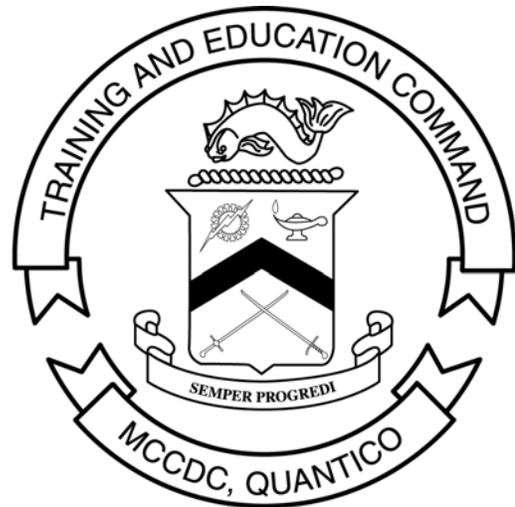


MARINE CORPS INSTITUTE



CONTINGENCY CONTRACTING

MARINE BARRACKS
WASHINGTON, DC



UNITED STATES MARINE CORPS

MARINE CORPS INSTITUTE
912 CHARLES POOR STREET SE
WASHINGTON NAVY YARD DC 20391-5680

IN REPLY REFER TO:

1550
Ser 3044
2 Dec 03

From: Director
To: Marine Corps Institute Student

Subj: CONTINGENCY CONTRACTING (MCI 3044)

1. Purpose. The subject course provides instruction on contingency contracting.
2. Scope. This course teaches the necessary knowledge and skills that will assist contingency contracting personnel in conducting contractual actions in a contingency environment.
3. Applicability. This course is intended for instructional purposes only. This course is designed for contract specialists and contracting officers that will deploy in support of a contingency operation.
4. Recommendations. Comments and recommendations on the contents of the course are invited and will aid in subsequent course revisions. Please complete the course evaluation questionnaire at the end of the final examination. Return the questionnaire and the examination booklet to your proctor.

T.M. FRANUS
By direction

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Student Information

Number and Title MCI 3044
CONTINGENCY CONTRACTING

Study Hours 15

Course Materials Text
Measurements and Units of Issue Job Aid

Review Agency

Reserve Retirement Credits (RRC) 5

ACE Not applicable to civilian training/education

Assistance For administrative assistance, have your training officer or NCO log on to the MCI home page at www.mci.usmc.mil. Marines CONUS may call toll free 1-800-MCI-USMC. Marines worldwide may call commercial (202) 685-7596 or DSN 325-7596.

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Study Guide

Congratulations Congratulations on your enrollment in a distance education course from the Distance Learning and Technologies Department (DLTD) of the Marine Corps Institute (MCI). Since 1920, the Marine Corps Institute has been helping tens of thousands of hard-charging Marines, like you, improve their technical job performance skills through distance learning. By enrolling in this course, you have shown a desire to improve the skills you have and master new skills to enhance your job performance. The distance learning course you have chosen, MCI 3044, *Contingency Contracting*, provides instruction how operate in a contingency contracting environment, who is granted contracting authority, and the duties of the contingency contracting officer.

- Your Personal Characteristics**
- **YOU ARE PROPERLY MOTIVATED.** You have made a positive decision to get training on your own. Self-motivation is perhaps the most important force in learning or achieving anything. Doing whatever is necessary to learn is motivation. You have it!
 - **YOU SEEK TO IMPROVE YOURSELF.** You are enrolled to improve those skills you already possess, and to learn new skills. When you improve yourself, you improve the Corps!
 - **YOU HAVE THE INITIATIVE TO ACT.** By acting on your own, you have shown you are a self-starter, willing to reach out for opportunities to learn and grow.
 - **YOU ACCEPT CHALLENGES.** You have self-confidence and believe in your ability to acquire knowledge and skills. You have the self-confidence to set goals and the ability to achieve them, enabling you to meet every challenge.
 - **YOU ARE ABLE TO SET AND ACCOMPLISH PRACTICAL GOALS.** You are willing to commit time, effort, and the resources necessary to set and accomplish your goals. These professional traits will help you successfully complete this distance learning course.
-

Continued on next page

Study Guide, Continued

Beginning Your Course Before you actually begin this course of study, read the student information page. If you find any course materials missing, notify your training officer or training NCO. If you have all the required materials, you are ready to begin.

To begin your course of study, familiarize yourself with the structure of the course text. One way to do this is to read the table of contents. Notice the table of contents covers specific areas of study and the order in which they are presented. You will find the text divided into several study units. Each study unit is comprised of two or more lessons and lesson exercises.

Leafing Through the Text Leaf through the text and look at the course. Read a few lesson exercise questions to get an idea of the type of material in the course. If the course has additional study aids, such as a handbook or plotting board, familiarize yourself with them.

The First Study Unit Turn to the first page of study unit 1. On this page, you will find an introduction to the study unit and generally the first study unit lesson. Study unit lessons contain learning objectives, lesson text, and exercises.

Reading the Learning Objectives Learning objectives describe in concise terms what the successful learner, you, will be able to do as a result of mastering the content of the lesson text. Read the objectives for each lesson and then read the lesson text. As you read the lesson text, make notes on the points you feel are important.

Completing the Exercises To determine your mastery of the learning objectives and text, complete the exercises developed for you. Exercises are located at the end of each lesson. Without referring to the text, complete the exercise questions and then check your responses against those provided.

Continued on next page

Study Guide, Continued

Continuing to March

Continue on to the next lesson, repeating the above process until you have completed all lessons in the study unit. Follow the same procedures for each study unit in the course.

Preparing for the Final Exam

To prepare for your final exam, you must review what you learned in the course. The following suggestions will help make the review interesting and challenging.

- **CHALLENGE YOURSELF.** Try to recall the entire learning sequence without referring to the text. Can you do it? Now look back at the text to see if you have left anything out. This review should be interesting. Undoubtedly, you'll find you were not able to recall everything. But with a little effort, you'll be able to recall a great deal of the information.
- **USE UNUSED MINUTES.** Use your spare moments to review. Read your notes or a part of a study unit, rework exercise items, review again; you can do many of these things during the unused minutes of every day.
- **APPLY WHAT YOU HAVE LEARNED.** It is always best to use the skill or knowledge you've learned as soon as possible. If it isn't possible to actually use the skill or knowledge, at least try to imagine a situation in which you would apply this learning. For example make up and solve your own problems. Or, better still, make up and solve problems that use most of the elements of a study unit.
- **USE THE "SHAKEDOWN CRUISE" TECHNIQUE.** Ask another Marine to lend a hand by asking you questions about the course. Choose a particular study unit and let your buddy "fire away." This technique can be interesting and challenging for both of you!
- **MAKE REVIEWS FUN AND BENEFICIAL.** Reviews are good habits that enhance learning. They don't have to be long and tedious. In fact, some learners find short reviews conducted more often prove more beneficial.

Continued on next page

Study Guide, Continued

Tackling the Final Exam

When you have completed your study of the course material and are confident with the results attained on your study unit exercises, take the sealed envelope marked “**FINAL EXAM**” to your unit training NCO or training officer. Your training NCO or officer will administer the final examination and return the examination and the answer sheet to MCI for grading. Before taking your final examination, read the directions on the DP-37 answer sheet carefully.

Completing Your Course

The sooner you complete your course, the sooner you can better yourself by applying what you’ve learned! **HOWEVER**--you do have 2 years from the date of enrollment to complete this course.

Graduating!

As a graduate of this distance education course and as a dedicated Marine, your job performance skills will improve, benefiting you, your unit, and the Marine Corps.

Semper Fidelis!

STUDY UNIT 1

CONTINGENCY CONTRACTING

Overview

Scope United States Marine contingency contracting officers (CCOs) are continuously called upon to assist in military operations throughout the world. Marine units serving in these contingencies frequently require logistical support beyond their normal self-sustainment. CCOs are the enlisted and Marine officers authorized to acquire needed services and products not normally found within the Marine Corps supply system.

Content This study unit is designed to provide the necessary knowledge of the contingency contracting environment, contract authority, and the duties of the CCO.

In This Study Unit This study unit contains the following lessons:

Topic	See Page
Contingency Contracting Environment	1-3
Contract Authority	1-11
Contingency Contracting Officer	1-19

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LESSON 1

CONTINGENCY CONTRACTING ENVIRONMENT

Introduction

Scope This lesson introduces and defines the terms from within the contingency contracting environment. It will also provide you with information on the roles and responsibilities of the contingency contracting officer.

Learning Objectives At the end of this lesson, you will be able to

- Identify contracting terms.
- Identify the purpose of a contracting officer.
- Identify the roles and responsibilities of a contingency contracting officer.

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	1-3
Contingency Contracting Terms	1-4
Roles and Responsibilities of the CCO	1-6
Lesson 1 Exercise	1-7

Contingency Contracting Terms

Purpose Throughout this course the following terms will be used. The definitions will assist you in understanding contingency contracting.

Contingency A contingency is an emergency involving military forces caused by natural disasters, terrorists, subversions, or by required military operations.

The Secretary of Defense normally designates a contingency when members of the Armed Forces become involved in military actions against an enemy of the United States. Congress or the President may also declare a contingency during a declared war or national emergency.

Contingency Contracting Contingency contracting is the acquisition of supplies and services needed to sustain essential missions in response to a crisis or actual declaration of war.

It includes emergency contracting (purchasing, renting, leasing or otherwise obtaining supplies or services from nonfederal sources), in the continental United States (CONUS) or outside the continental United States (OCONUS) for those actions necessary for the mobilization, deployment and redeployment of units.

Contract A contract is a mutually binding legal agreement between two or more persons enforceable by law. Contracts are used to

- Show as evidence of a record agreement and common understanding
- Delineate terms and conditions of the agreement
- Determine who will shoulder risks
- Describe how payment will occur
- Motivate the contractor to contain costs and deliver the goods or services as specified

Continued on next page

Contingency Contracting Terms, Continued

Customer The customer is a unit requesting the acquisition of a product or service.

The customer must provide the CCO with funding information and possess enough funding in their monetary account to make a purchase or order. A logistics representative (LogRep) should represent the customer. The LogRep should keep track of the unit's available funds when requesting purchases through the CCO.

Contractor The contractor is a business or individual who signs a contract with the United States government to provide a service or product. The contractor can be from the United States or a foreign nation.

Contract Officer The contract officer (CO) is the person with authority to enter into and administer contracts on behalf of the United States of America and to make determinations and findings with respect thereto.

The CO is appointed by name and in writing.

Roles and Responsibilities of the CCO

Purpose The purpose of the CCO is to acquire supplies and services needed to sustain essential missions in response to a crisis or actual declaration of war.

Duties The following are the roles and responsibilities of the CCO:

- Executes and administers contracts and safeguards the interests of the United States in contractual relationships.
- Personally signs all contracts and amendments or modifications thereto. This authority cannot be delegated to others. The signing of contractual documents shall not be accomplished by facsimile stamps or by proxy.
- Knows the scope and limitation of his or her authority.
- Exercises reasonable care, skill, and judgment. The CCO is responsible under law and regulations for his or her acts as contracting officer.
- Ensures that the contract is authorized by law, that funds are available, and that the Government or its property is not subject to any unusual risks unless specifically authorized.
- Challenges requirements that do not seem to be legitimate needs of the Marine Corps, or which seem to exceed its minimum needs.
- Determines that prices paid are fair and reasonable.
- Performs legal or administrative actions necessary to properly assure the satisfactory performance of contracts.
- Ensures that contract files supporting negotiated actions are documented, prepared, and maintained in the official contract files. This includes negotiations with unsuccessful offers.
- Maintains constant cognizance with respect to contract performance by the contractor.

Lesson 1 Exercise

Directions Complete exercise items 1 through 3 by performing the action required. Check your answers against those listed at the end of this lesson.

Item 1 In the table below, write the contracting term for each definition. The first one is done for you as an example.

Contracting Term	Definition
a) Contingency	An emergency involving military forces caused by natural disasters, terrorists, subversions, or by required military operations.
b)	The acquisition of supplies and services needed to sustain essential missions in response to a crisis or actual declaration of war.
c)	A mutually binding legal agreement between two or more persons enforceable by law.
d)	A unit or command requesting the acquisition of a product or service.
e)	A business or individual who signs a contract with the United States government to provide a service or product
f)	A person with authority to enter into and administer contracts above the small purchase threshold on behalf of the United States of America and to make determinations and findings with respect thereto.

Continued on next page

Lesson 1 Exercise, Continued

Item 2

What is the purpose of the contingency contracting officer?

Item 3

What are four of the responsibilities of the contingency contracting officer?

(1) _____

(2) _____

(3) _____

(4) _____

Continued on next page

Lesson 1 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have questions about these items, refer to the reference page.

Item Number	Answer	Reference
1	a) Contingency b) Contingency contracting c) Contract d) Customer e) Contractor f) Contract officer	1- 4, 1-5
2	To acquire supplies and services needed to sustain essential missions in response to a crisis or actual declaration of war.	1-6
3	Any four answers below are correct. Execute and administer contracts and safeguard the interests of the United States in contractual relationships. Personally sign all contracts and amendments or modifications thereto. Know the scope and limitation of their authority. Exercise reasonable care, skill, and judgment. Ensure that the contract is authorized by law, that funds are available, and that the Government or its property is not subject to any unusual risks unless specifically authorized. Challenge requirements that do not seem to be legitimate needs of the Marine Corps, or which seem to exceed its minimum needs. Determine that prices paid are fair and reasonable.	1-6

Continued on next page

Lesson 1 Exercise, Continued

Answers, continued

Item Number	Answer	Reference
3, continued	Perform legal or administrative actions necessary to properly assure the satisfactory performance of contracts. Ensure that contract files supporting negotiated actions are documented, prepared, and maintained. Maintain constant cognizance with respect to contract performance by the contractor.	1-6

Summary

In this lesson, you learned definitions, the purpose of the CO, and roles and responsibilities. In the next lesson, you will learn about the contract authority.

LESSON 2

CONTRACT AUTHORITY

Introduction

Scope This lesson will introduce the authority and source of authority to conduct contingency contracting.

- Learning Objectives** At the end of this lesson, you will be able to
- Identify who grants authority to contract.
 - Identify the process to obtain a Contracting Officer Certificate of Appointment (SF 1402).
 - Identify characteristics of the SF 1402.
 - Identify the process of appointing ordering officers.
 - Identify the length of time the SF 1402 must be filed.
-

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	1-11
Granting CCO Authority	1-12
Obtaining an SF 1402	1-14
Ordering Officers	1-15
Lesson 2 Exercise	1-16

Granting CCO Authority

Appointment Upon arrival to a deployed environment, a CCO must receive authorization to obligate the government's money. The chief contracting officer of the deployed contracting office grants the authority to conduct contracting in the area of responsibility assigned.

Certificate of Appointment The official document or warrant that authorizes a CCO to conduct contracting for the government is named the Contracting Officer Certificate of Appointment or SF 1402.

Requirements The SF 1402 has specific information required on the appointment letter. These include the following:

- The CCO's limitations. The SF 1402 may state that the "CO is subject to the limitations contained in the FAR (Federal Acquisition Regulation) and to the following: Department of Defense, Department of the Navy, and U.S. Marine Corps implementing directives limited to purchases below the simplified acquisition threshold and maximum order limitations for delivery orders under existing contracts."
- The organization assigned. The organization that the CO is assigned must be entered on the SF 1402. It must indicate that the appointment is effective as long as the CO is assigned to the organization.
- The Agency or Department assigned. For a Marine this will state, "UNITED STATES MARINE CORPS."
- The signature and title of the chief contracting officer. For assignments and appointments of Marine Corps contracting officers below the small purchase threshold, the chief contracting officer of the area of operation will sign. The Deputy Chief of Staff for Installations and Logistics (DC/S I&L) signs for assignments and appointments above the small purchase threshold.
- The appointment date. The date the appointment takes effect.
- The number for the SF 1402 appointed by the chief contracting officer. The chief contracting officer annotates a number on the SF 1402 that reflects the order in the numbers issued.

Continued on next page

Granting Granting CCO Authority, Continued

Certificate

CERTIFICATION OF APPOINTMENT

Under authority vested in the undersigned and in conformance with
Subpart 1.6 of the Federal Acquisition Regulation

is appointed

Contracting Officer

for the

United States of America

Subject to the limitations contained in the Federal Acquisition Regulation and to the following:

Unless sooner terminated, this appointment is
effective as long as the appointee is assigned to:

(Organization)

(Agency/Department)

(Signature and Title)

(Dated)

(No.)

NSN 7540-010152-5812

STANDARD FORM 1402 (10-83)
Prescribed by GSA – FAR 148 CFR 53.201-1

Obtaining the SF 1402

Action

To obtain the Certificate of Appointment (SF 1402), the CCO must request it from the chief contracting officer at the deployed command assigned. The CCO should provide the following with his request for appointment:

- Resume and transcript of contracting education and experience level
- Most recent SF 1402 from last command

This information is normally forwarded by message from the CCO's previous command before deploying to the receiving command.

Ordering Officers

Authority

Ordering officers procure mission essential supplies and services in support of the exercise or operation. The ordering officer acts as an agent (under written direction from the CCO) for the supporting contracting office to make authorized local purchases.

Ordering officers are used to assist CCOs in administering certain contracts. Their authority is limited to placing orders under existing contracts, such as Federal Supply Schedules (FSS), Blanket Purchase Agreements (BPA), or indefinite delivery-type contracts.

Ordering officers will be appointed on a case by case basis and only when contracting support would otherwise be unavailable in the unit's area of operation.

Appointment

Ordering officers are appointed in a contingency with the following requirements:

- The ordering officer is appointed with an SF 1402. The chief contracting officer of the assigned area of operations signs the SF 1402.
 - The ordering officer must be competent. He or she must be able to manage money and be entrusted with obligating the government's money. The ordering officer must also have reasonably good communication skills, and be capable to grasp contracting concepts and methods.
 - The ordering officer must be trained. Training includes a Defense Small Purchase Course conducted by a formal school or informally by a contracting officer. The ordering officer normally has specialties relating to the contracts they are authorized to work with.
 - The ordering officer must be a commissioned or warrant officer, enlisted Marine in grade E-7 and above, or civilian in grades GS-9 and above, appointed to act as a representative of the contracting officer appointed by the CCO under the provisions of MCO P4200.15G.
-

Filing Appointment Letters

Copies of all contracting officers' warrants issued shall be maintained in the permanent file of the activity or unit. The letter will be retained for a period of not less than 5 years after each contracting officer ceases to serve in that assignment.

Lesson 2 Exercise

Directions Complete exercise items 1 through 5 by performing the action required. Check your answers against those listed at the end of this lesson.

Item 1 Who has the authority to appoint contracting officers?

Item 2 List the six required inputs on the SF 1402.

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

(6) _____

Item 3 List the two documents required at a deployed unit to receive a letter of certification.

(1) _____

(2) _____

Continued on next page

Lesson 2 Exercise, Continued

Item 4

List the requirements for an ordering officer to be appointed.

Item 5

How long must an SF 1402 be retained on file?

Continued on next page

Lesson 2 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have questions about these items, refer to the reference page.

Item Number	Answer	Reference
1	The chief contracting officer of the deployed contracting office	1-12
2	<ul style="list-style-type: none">• The CCO's limitations• The organization assigned• The agency or department assigned• The signature and title of the chief contracting officer• The appointment date• The number for the SF 1402 appointed by the chief contracting officer	1-12
3	<ul style="list-style-type: none">• Resume and transcript of contracting education and experience level• Most recent SF 1402 from last command	1-14
4	<ul style="list-style-type: none">• Be appointed with an SF 1402 signed by the chief contracting officer• Must be competent• Must be trained by a CO• Must be an E-7 or above	1-15
5	Five years	1-15

Summary

In this lesson, you learned how contracting authority is granted, how to obtain an SF 1402, and how to appoint ordering officers. In the next lesson, you will learn the duties of the CCO.

LESSON 3

CONTINGENCY CONTRACTING OFFICER

Introduction

Scope This lesson provides you with information on the duties of the contingency contracting officer to enhance your knowledge and skills.

Learning Objectives At the end of this lesson, you will be able to

- Identify training forums for a CCO.
- Identify the duties of the CCO.

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	1-19
Training	1-20
Duties	1-21
Lesson 3 Exercise	1-22

Training

Enlisted Prerequisites

The prerequisites for enlisted Marines to become contracting officers are as follows:

- Apply and then be selected from within the Supply Military Occupation Skill (MOS) community. Selection comes after an interview with a Regional Contracting Officer (RCO) and the Marine is administratively acceptable.
 - Must be a sergeant or above.
 - Must have 6 months of on-the-job training. Training will be conducted under the supervision of the RCO.
-

Officer Prerequisites

The prerequisites for Marine officers to become contracting officers are as follows:

- Be a Marine officer.
 - Graduate from the Naval Postgraduate School in Contract and Administration.
-

CCO Schools

The Defense Acquisition University (DAU) is administered by the Department of Defense and conducts courses for contract officers. Course CON 234 focuses on contingency contracting. Marine contracting officers should attend this course if they are likely to be called to serve in a contingency.

Exercises

CCOs are often employed during training exercises. During exercises, CCOs actually perform their contracting duties in support of the units and commands conducting training. A CO will often be required to purchase water, billeting, food, and transportation that may be paramount to the execution of the training schedule. Although the contracting functions are not always as critical as in a real world contingency, the support a CO provides during an exercise can be excellent preparation for a contingency. Commands will benefit by incorporating contract officers in their operational plans. A Marine should serve as a CO in an exercise if there is a chance they might deploy as a CCO in a real contingency.

Duties

Responsibilities The following are the duties of the CCO:

- Establish good working relations with the commander and keep him informed of pertinent contracting matters.
 - Participate in planning for the supported units.
 - Identify deployed fiscal personnel and clarify funding issues before the deployment.
 - Establish an efficient contracting request system for customers for local acquisitions. Ensure that the customers are oriented with the system as soon as possible.
 - Identify any Host Nation Support agreements or restrictions before deployment.
 - Establish the contracting office in a location suitable to both the customer and vendors. Ensure sufficient transportation, communication, and accessibility to both customer and vendors.
 - Appoint and train decentralized ordering officers to utilize Blanket Purchase Agreements, SF-44s, and credit cards as required.
 - Establish and maintain turnover files for exercises and extended contingencies to ensure proper turnover with relief.
 - Ensure contract closeout procedures are completed before departure from the deployment area. Ensure records of purchases are accurate.
-

Lesson 3 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have questions about these items, refer to the reference page.

Item Number	Answer	Reference
1	<ul style="list-style-type: none">• On the job training• Naval Postgraduate School• DAU CON 234• Training Exercises	1-20
2	<ul style="list-style-type: none">• Establish good working relations with the Commander• Participate in planning• Identify deployed fiscal personnel• Establish an efficient contracting request system for customers• Identify any Host Nation Support agreements• Establish the contracting office• Appoint and train decentralized ordering officers• Establish and maintain turnover files• Ensure contract close-out procedures are completed	1-21

Summary

In this study unit, you learned they about the contingency contracting environment, contract authority, and the duties of the CCO.

In the next study unit, you will learn about contingency contracting preparation.

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STUDY UNIT 2

CONTINGENCY CONTRACTING PREPARATION

Overview

Scope Contingency Contracting officers (CCOs) have a long and successful history of supporting Marine Corps units and commands during contingency operations. Their success is due in part to the amount of preparation done before engaging in operations. CCOs preparation will not only increase the efficiency for the CO but will aid in providing better support to the Marine customers.

Content This study unit is designed to provide the necessary knowledge of the contingency contracting office, the contingency contracting deployment kit, personal protective measures, and contingency contracting planning.

In This Study Unit This study unit contains the following lessons:

Topic	See Page
Contingency Contracting Office	2-3
CCO Personal Protective Measures	2-13
Contingency Contracting Planning	2-19

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LESSON 1

CONTINGENCY CONTRACTING OFFICE

Introduction

Scope In this lesson, essential elements of the contingency contracting office are introduced.

Content This lesson provides you with information on the deciding factors for locating the contingency contracting office, personnel and equipment found within a contingency contracting office to enhance your knowledge and skills.

Learning Objectives At the end of this lesson, you will be able to

- Identify the personnel found in the contingency contracting office.
- Identify the deciding factors for locating the contingency contracting office.
- Identify equipment found in the contingency contracting office.
- Identify elements of the contingency contracting deployment kit.

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	2-3
Personnel	2-4
Location	2-7
Equipment	2-8
Contingency Contracting Deployment Kit	2-9
Lesson 1 Exercise	2-10

Personnel

Arrival at the Contingency

Upon arrival to the contingency environment, one of the first actions a CCO will take is to establish a contingency contracting office. The initial purchases made by a CCO are normally for his office and supporting the advance party of survey teams.

Size and Structure

The contingency contracting office varies in size and structure depending upon the mission assigned and the command or units the CCO is supporting. At times when only a small footprint of Marines is authorized in the area of operation, the office may only consist of a few people. The larger the operation, the more Marines required. The supported Marine commander and the CCO will need to decide together the size and structure of the office to best support the mission and the customers.

Staff

Whether large or small, contingency contracting offices require at a minimum

- Contingency contracting officer
 - Financial officer
 - Logistics representatives
 - Ordering officers
 - Interpreter/driver/guide
 - Bodyguards
-

Contingency Contracting Officer

The CCO was defined in study unit 1. When the contingency contracting office is small, there may only be one CCO. The CCO will normally manage and be responsible for the operations conducted within the office. Larger offices may have multiple CCOs and a chief contracting officer will lead it. The chief CCO for the office is responsible for the functionality of the office, however; there are various members in the office that the CCO does not have authority over to avoid conflicts of interest. One such person is the financial officer.

Continued on next page

Personnel, Continued

Financial Officer

The financial officer (FO) may be an enlisted or commissioned Marine. The FO works with the CCO and the Logistics Representative (LogRep) to ensure that sufficient funds are available before obligating the customer's money to purchase a product or service. To write a contract without having sufficient money is called misappropriation and is illegal.

The FO is also responsible for paying vendors the money the government owes them once the contract is complete. Usually the FO will check with the CCO and the LogRep to ensure that the contract was performed before the contractor is paid.

Logistics Representative

The command that the contingency contracting office supports may send a LogRep to work directly with the CCOs. The customers speak directly to their representative for logistical support. The LogRep

- Ensures sufficient money is available to make purchases
 - Assists customers in formulating the official requirements for assisting the CCO
 - Works with customer to verify items were received and terms of the contract were met
 - Forwards invoice to the financial officer for payment once contract is complete.
-

Bodyguards

The FO may often be required to take cash to a location outside the office. When this occurs, a security element of one or more bodyguards should be assigned to protect the FO and the government's money. The bodyguard should be dressed in the same manner as those he is working with, which may be civilian attire.

Continued on next page

Personnel, Continued

Ordering Officers

Ordering officers were defined in study unit 1. They are helpful in purchasing the categories of goods and services that they have been assigned. One ordering officer may be responsible for ordering food on the pre-existing food contracts, while another is responsible for ordering long-haul trailers for transportation.

Interpreters/ Drivers/Guides

It would be impossible for a contingency contracting office to perform contracting functions in a foreign language without speaking the native tongue or having interpreters. These interpreters provide more than critical bilingual language skills, but also assist the CCO with local cultures, customs and the market. The CCO is authorized in a contingency to hire an interpreter.

To get around a foreign land, it would be beneficial for the CCO to hire a driver and a guide. They not only will assist in providing transportation, but also may assist in locating and selecting contractors.

Location

Elements to Consider

The location of the contingency contracting office has a tremendous impact on the effectiveness and efficiency on supporting Marine units and commands. The following are elements that must be considered in selecting the office location:

Element	Description
Accessible to contractors	The location must be near the contractors. This normally means within a city or a town and may not be near the main body of Marines. A first class hotel that caters to Westerner business people and approved by the U.S. security advisors is normally used. The hotel has communications, fax, computers, telephones, copiers, and office space when needing to meet with vendors. Hotels may also provide a degree of security. The hotel will also help contractors locate the office for business purposes.
Security	The contingency contracting office must provide a degree of security not only for its people but also for the government equipment, records kept, and sometimes cash. Consult with the embassy for possible locations or hotels.
Mission	The type of mission the Marines in country are conducting may affect the location of the CCO's office. The size and scope of this mission is also relevant. Sometimes the mission and the contingency environment will be too dangerous to have the contingency contracting office outside of the protection of the main body of Marines. If this is the case, the CCO will need to be alert and use bodyguards when conducting business outside the confines of the Marine security.
Commander's intent	Ultimately the tactical commander of the Marines has the final say where the contingency contracting office will be located. The CCO should provide the commander with a recommendation based upon a good analysis of how to conduct contracting operations.

Equipment

Recommended List

For the personnel in the contingency contracting office to support the Marine units and command efficiently and effectively, they require a certain amount of equipment. The following is a list of equipment recommended for an office:

- Telephone
 - Cell phones
 - Fax
 - Computer
 - Typewriters
 - Copier
 - Vehicle
 - Safe
 - Desks, tables, etc.
 - Contingency Contracting Kit
-

Contingency Contracting Deployment Kit

Item List

The contingency contracting deployment kit is vital for the CCO to be able to accomplish his mission immediately upon arrival. The kit varies in size and content based upon the mission. It is prepared before deployment and should have the following items:

- Regulations and reference materials. The kit should include hard and electronic copies of the Federal and Service Acquisition Regulations, Marine Corps Orders, and catalogs.
 - Contract forms. The contracting element should ensure it brings a 90-day supply of Standard Form (SF) 44s (Purchase Order-Invoice-Voucher); DD Form 1155s (Purchase Order); SFs 26, 30, 33, and 1442 (solicitation, award, and modification, and construction solicitation forms); DA Form 3953 (Purchase Request and Commitment); and form specifications for common items such as subsistence items, labor and services; fuel, billeting, construction materials, fans, heaters, etc.
 - Map of the area of operation. GPS receivers and compasses
 - Laptop. Acquisition and data recording software and hardware
 - Communications equipment. Satellite phones, telephones, fax machine, radios, and phone cards
 - Camera. Digital and Polaroid with film
 - Journals. Hardback and blank books
 - Copy machine/Printer/Fax. This could be a multifunction copier, printer and fax
 - Office Supplies. Field desk, power cords, security locks, paper, batteries and writing gear
 - Field Safe.
-

Lesson 1 Exercise

Directions Complete exercise items 1 through 4 by performing the action required.
Check your answers against those listed at the end of this lesson.

Item 1 List the personnel found in a contingency contracting office.

Item 2 List the deciding factors for locating the contingency contracting office.

Continued on next page

Lesson 1 Exercise, Continued

Item 3

List the equipment found in the contingency contracting office.

Item 4

List the items found in a contingency contracting deployment kit.

Continued on next page

Lesson 1 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have questions about the items, refer to the reference page.

Item Number	Answer	Reference Page
1	Contingency contracting officer Financial officer Logistics representatives Ordering officers Interpreter/driver/guide Bodyguards	2-4
2	<ul style="list-style-type: none">• Accessible to contractors• Security• Mission• Commander's Intent	2-7
3	<ul style="list-style-type: none">• Telephone• Fax• Computer• Copier• Vehicle• Safe• Desks, tables, etc.• Contingency Contracting Kit	2-8
4	<ul style="list-style-type: none">• Regulations and reference materials• Contract forms• Map of the area of operation• Laptop• Communications equipment• Camera• Journals• Copy machine/Printer/Fax• Office Supplies• Field Safe	2-9

Summary

In this lesson, you learned about contingency contracting personnel, location, equipment, and contents of the Contingency Contracting Kit. In the next lesson, you will learn about personal protection measures in a contingency environment.

LESSON 2

CCO PERSONAL PROTECTIVE MEASURES

Introduction

Scope

This lesson provides you with information on the personal protective measures that should be conducted before and during contingency to enhance your knowledge and skills.

Learning Objectives

At the end of this lesson, you will be able to

- Identify pre-deployment CCO personal protective measures training.
 - Identify personal protective measures in a contingency contracting operations.
-

In This Lesson

This lesson contains the following topics:

Topic	See Page
Introduction	2-13
Pre-deployment Training	2-14
Operational Measures	2-15
Lesson 2 Exercise	2-16

Pre-deployment Training

Operating in Contingency Environment

Just as all Marines, CCOs continuously hone their warfighting skills by completing required Marine Corps' training. This is done at the CCO's assigned duty station before deploying to contingencies. By staying proficient in these skills, the CCO will be prepared to operate in a contingency environment. The following are specific training elements essential to the CCO's protective measures:

Battle Skills Training

Marine Corps Battle Skills Training includes the following:

- Proficiency in the use of the Marine Corps' general issue M-9 pistol, M-16 rifle, and the use of the other weapons found within a rifle platoon
 - Skills from the Marine Corps Martial Arts Program
 - Training in personal protection for NBC risks
-

Physical Fitness

CCOs should stay physically fit in order to accomplish their sometimes physically draining tasks.

Professional Military Education (PME)

It is important for the CCO to keep proficient in personal security skills by continuing PME.

- Attend annual terrorism awareness briefs.
 - Participate in PME that teaches the CCO how to protect against attacks from the enemy.
 - Remain educated regarding the current events in possible contingency.
-

Operational Measures

Personal Protective Measures

When deployed and conducting contingency contracting operations, personal protective measures are the critical steps that must be taken to decrease the risks found in contingencies. The nature of the CCO's job is inherently dangerous. The CCO will need to locate or solicit contractors to support the Marine units and commands. The only way he may be able to do this is to leave the confines of a secured environment and conduct business in a city or community where contractors are located. Often this is conducted with only a few select Marines wearing civilian attire.

The risks to the CCO should be weighted with the requirements and the mission. The CCO should exercise caution when traveling in the above circumstances. The following are required personal protective measures for the CCO in a contingency environment:

Protective Measure	Explanation
Bodyguards	In a contingency while the CCO is conducting contracting business, it will not be possible for him to maintain the security vigilance required. Bodyguards permit the CCO to focus on the business at hand and provide much needed security when in the community. The bodyguards should be dressed similar to the CCO and others with him at the time. Bodyguards can be requested from the local commander. Information gathered in the community can and should be briefed to the intelligence members of the command.
Vary routine	The CCO should not be predictable with travel routes and schedules.
Maintain operational security	Do not provide information relating to the strength, location, and the movement of forces. (The CCO must consider if the requirements of a contract give these away.)
Travel in groups	This should be a minimum of two people.
Screen contractors	The CCO should interview potential interpreters, drivers, etc. to determine if they are a threat.

Lesson 2 Exercise

Directions Complete exercise items 1 through 2 by performing the action required.
Check your answers against those listed at the end of this lesson.

Item 1 List the pre-deployment training for CCO personal protective measures.

Item 2 List the personal protective measures for a contingency contracting operation.

Continued on next page

Lesson 2 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	Reference Page
1	<ul style="list-style-type: none">• Battle Skills Training• Physical Fitness• Professional Military Education	2-14
2	<ul style="list-style-type: none">• Bodyguards• Vary routines• Maintain OPSEC• Travel in groups• Screen contractors	2-15

Summary

In this lesson, you learned about training for pre-deployment personal protective measures, and personal protective measures in a contingency contracting operation. In the next lesson, you will learn the elements of contingency contract planning.

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LESSON 3

CONTINGENCY CONTRACTING PLANNING

Introduction

Scope

This lesson provides you with information on the contingency contracting officer's personal preparation before deployment, preparation for contingency contracting environment, and contingency contracting planning with the customers to enhance your knowledge and skills.

Learning Objectives

At the end of this lesson, you will be able to

- Identify CCO personal preparation requirements before deployment.
 - Identify required preparation for contingency contracting environments.
 - Identify requirements for contingency contracting planning with customers.
-

In This Lesson

This lesson contains the following topics:

Topic	See Page
Introduction	2-19
Before Deployment	2-20
Preparation for Contingency Contracting Environments	2-21
Customer Planning	2-22
Lesson 3 Exercise	2-23

Before Deployment

Before Receiving Orders

CCOs are frequently deployed to contingencies without advance notice. The preparation conducted before receiving orders ensures that the CCO will be effective when arriving at the contingency. The following are items for the CCO's personal preparation:

- Contingency contracting kit. The importance and contents of the kit were discussed in an earlier study unit.
 - Civilian attire. Besides the normal issue of uniforms, civilian attire is used when conducting business in the community. The CCO should be familiar with the various climates he may serve in and the types of clothing appropriate for the environment.
 - Personal records. This includes service record books, medical records, and orders. The CCO should ensure that his will, power of attorney, insurance and other financial and legal responsibilities are current. The less administration to be conducted before the deployment the better.
 - Official passport with extra photos for visas.
 - International drivers license.
-

Actions

The CCO should conduct the following actions to prepare for a contingency:

- Maintain physical fitness. The CCO needs to exercise and take proper care of his health at all times. The time to be in shape and be capable to carry out a mission demanding long hours and living in physically demanding climates and environments is not right before deployment.
 - Study business practices of countries where the CCO may serve.
 - Be familiar with the units and commands the CCO may serve.
-

Preparations for Contingency Contracting Environments

Things to Know The CCO can do a multitude of things to prepare himself to conduct contracting before deploying to a contingency environment. These include becoming familiar or participating with the following:

How to Prepare	Explanation
Geography	Study the geography of region assigned. The CCO should be familiar with the culture and customs of the countries where he may serve. Before an order to deploy, the CCO should know how to access foreign countries information from various sources. One source may be the local unit's S-2 intelligence Marines. The main source to find country information may be the Internet. The CCO should search for the language spoken, the currency, measurement scales, customs and cultures, and the physical makeup of the country to include its seasons, climates, and terrain.
Host nation support	The CCO must find out what agreements have been made between the United States and the host nation. Will the host nation support the troops with certain types of supplies that will not require the CCO to purchase? The CCO should also learn what services and products are available to purchase. Contact information will benefit the CCO. Conducting a site survey and contacting the embassy can obtain much of this information.
Site survey	When the advance party goes to the foreign country they will conduct a site survey. The CCO should be included to not only pay for the advance party's support items, but also for the CCO to begin compiling a contractor's list. The CCO will need to contract various services and purchase products before the arrival in country of the main body of troops. This may include transportation, billeting, food and water, fuel, or laborers. One of the first items the CCO should do on the site survey is connect with the Embassy.
Embassy	The U.S. Embassy may have pre-existing contracts in place with various contractors who have performed contracts in the past for the United States. The embassy can provide valuable business information to the CCO and may have interpreters or connections to obtain them. The CCO should learn what the threats are that exist in the contingency. He needs to learn what the infrastructure is like to know what the possible services he may need to purchase. The infrastructure can include the transportation system, electrical power, potable water, and communications.

Customer Planning

Planning Recommendations

Before deployment it is critical for the CCO to become familiar with the customer and their plans for operating in the contingency. While planning with the supported units and commands, the CCO must do the following:

Planning Requirement	Explanation
Communicate with commander	When meeting with the commander, the CCO should explain the services he is capable of providing for the force. He must also ensure a place on the site survey team and explain to the commander the reason for civilian attire. The CCO must explain the contracting process and who is authorized to make purchases on behalf of the government. The commander may need clarification on some contracting laws and regulations. The CCO will be under operational control of the commander but technical control of a Higher Contracting Agency.
Coordinate with Logistics Representative (LogRep)	The CCO must give the LogReps the opportunity to request services or products for purchase before the site survey. The LogReps must submit funding information to the CCO along with a list of items or services they need before the main body's deployment. The Marines may need items before their arrival, such as, transport-ation, billeting, food and water, and construction services. The LogReps will maintain communications and work with the CCO to ensure they receive their required support.
Coordinate with the financial officer	It is important that the CCO work with the financial officer to ensure that a method for paying the contractors is established before deployment to have less confusion and an efficient contracting office.
Distribute a customer handbook	Each contracting office should maintain a customer handbook. The handbook explains the process for the customer to obtain items through the contracting office. The handbook will explain how to request items from the LogRep. If the LogRep cannot support the request and needs it purchased, he will request that the CCO purchase it. The LogRep will provide the funding information. After the contractor has completed the contract, the customer must inform the contract office so the contractor may receive payment.
Submit CCO plan	The CCO may take an active role in the logistics portion of planning for as part of the logistics plan. The CCO should attend as many of the logistics planning meetings as possible.
Coordinate with legal	The CCO should be familiar with the legal advisors attached to the customers. Before deployment it would be wise to discuss contracting procedures and how to obtain legal advice while deployed.

Lesson 3 Exercise

Directions Complete exercise items 1 through 4 by performing the action required.
Check your answers against those listed at the end of this lesson.

Item 1 List the CCO personal preparation items required before deployment.

Item 2 List the CCO personal preparation actions required before deployment.

Continued on next page

Lesson 3 Exercise, Continued

Item 3

List the required preparation for contingency contracting environments.

Item 4

List the requirements for contingency contracting planning with customers.

Continued on next page

Lesson 3 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	Reference Page
1	<ul style="list-style-type: none">• Contingency contracting kit• Civilian attire• Personal records• Official passport• International drivers license	2-20
2	<ul style="list-style-type: none">• Maintain physical fitness• Study business practices• Be familiar with the units and commands	2-20
3	<ul style="list-style-type: none">• Geography• Host nation support• Site survey• Embassy	2-21
4	<ul style="list-style-type: none">• Communicate with commander• Coordinate with Logistics Representatives• Coordinate with the Financial Officer• Distribute the customer handbook• Submit CCO plan• Coordinate with legal	2-22

Summary

In this study unit, you learned an overview of the contingency contracting office, personal protective measures, and contingency contracting planning.

In the next study unit, you will learn how to determine the requirements for a given contingency and how to satisfy your customers need.

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STUDY UNIT 3

DETERMINING REQUIREMENTS

Overview

Contents In the previous two study units we looked at requirements a CCO must conduct to prepare for contingency contracting operations. The most important element of contingency contracting is to ensure the customers receive their products or services on time, at a reasonable price, and with the quality required. It is the CCO's responsibility to work with the Marines to discover potential solutions to purchase their requirements even when it may seem extremely difficult.

Scope This study unit is designed to provide the necessary knowledge and techniques regarding contracting as a logistical function for the customer, determining requirements, and the contracting process.

In This Study Unit This study unit contains the following lessons:

Topic	See Page
Contracting as a Logistical Function for the Customer	3-3
Determining Requirements	3-15
Contracting Process	3-23

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LESSON 1

CONTRACTING AS A LOGISTICAL FUNCTION FOR THE CUSTOMER

Introduction

Scope A primary purpose of contracting is to assist the Marines obtain logistic support.

Content This lesson provides you with information regarding the ten classes of supply, likely products and services required by customers in a contingency, and measurement conversions.

Learning Objectives At the end of this lesson, you will be able to

- Identify the ten classes of supply.
- Identify likely products and services required by customers in a contingency.

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	3-3
Classes of Supply	3-4
Customer Requirements in a Contingency	3-7
Lesson 1 Exercise	3-12

Classes of Supply

Background All U.S. forces describe the ten classes of supplies similarly. These supplies are critical in enabling troops to complete their mission. During the operations planning phase, the CCO should be aware of the supplies that the Marine is taking to the fight and foresee potential requirements for supplies that may be the CCO's duty to acquire or purchase inside the area of operation. The class numbers are relevant for the CCO to know in order to communicate with logistics personnel during planning processes. The ten classes of supplies are explained below.

Class I Subsistence sub-classifications include the following:

- Air (in flight rations)
 - Refrigerated subsistence
 - Non-refrigerated subsistence (less combat rations)
 - Combat Rations
-

Class II Clothing, individual equipment, tentage, organizational tool sets and tool kits, hand tools, administrative, and housekeeping supplies and equipment

Sub-classifications include the following:

- Ground Support material
 - General Supplies
 - Clothing and textiles
 - Weapons
 - Industrial Supplies
-

Class III POL, petroleum fuels, lubricants, hydraulic and insulation oils preservatives, liquid and compressed gases, bulk chemical products coolants, deicing and antifreeze compounds, together with components and additives of such products, and coal.

Sub-classifications include the following:

- Air
 - Ground (surface)
-

Continued on next page

Classes of Supply, Continued

Class IV Construction material, to include installed equipment and all fortification/barrier material.

Class V Ammunition and all types including chemical, biological, radiological, and special weapons, bombs, explosives, mines, fuses, detonators, pyrotechnics, missiles, rockets, propellants, and other associate items.

Sub-classifications include the following:

- Air
 - Ground
-

Class VI Personal demand items and nonmilitary sale items.

Class VII Major end items and a final combination of end products that are ready for its intended use: e.g.,
Launchers, tanks, mobile machine shop, vehicles.

Sub-classifications include the following:

- Air
 - Ground Supported material
 - Administrative vehicles
 - Electronics
 - Tactical Vehicles
 - Missiles
 - Weapons
 - Special Weapons
-

Continued on next page

Classes of Supply, Continued

Class VIII Medical material to include medical peculiar repair part.

Class IX Repair parts (less medical peculiar repair parts). All repair parts and components to include kits, assemblies, repairable and non-repairable, required for maintenance support of all equipment.

Sub-classifications include the following:

- Air
 - Ground Support Material
 - Administrative Vehicles
 - Electronics
 - Tactical Vehicles
 - Missiles
 - Weapons
 - Industrial Supplies
-

Class X Material Support nonmilitary programs: e.g., agricultural and economic development not included in class I-IX.

Customer Requirements in a Contingency

Introduction

Often the Marine and customer are unable to bring large quantities of supplies with them to sustain their fight. They are constrained to limited embarkation space on ship, aircraft, or ground transportation. Based on these limitations, the Marine Corps supply system acknowledges the need to purchase supplies in the theatre of operation by a CCO. The CCO ought to be familiar with these products or services that the logistics representatives will be required to contract or purchase.

Commonly Requested Items or Services

The following is a list of products and services typically requested by customers for the CCO to purchase:

Product/Service	Description
Construction Material	Marines or contracted laborers may build fortifications, buildings, and roads that require large amounts of gravel, rocks, lumber, and material that can be obtained locally in the area of operation.
Transportation	It is often better to use commercial transportation to lighten the burdens of military assets and Marines. Contracted transportation may include forklifts, long haul trailers for equipment and supplies, refrigeration trucks, water and fuel trucks, and sometimes commercial air.
Laborers	Often the Marines' mission is to assist in building infrastructure in an area of operations. Laborers may be hired to dig wells and irrigation systems, build or repair roads and buildings, or drive vehicles, security, and interpreters.
Subsistence	Marines may need to purchase water and food contracted locally. The CCO must ensure that the contractor's facilities and methods are inspected properly to ensure quality products for the customers. Inspections for subsistence contracts normally require a military veterinarian's assistance.

Lesson 1 Exercise

Directions Complete exercise items 1 through 4 by performing the action required. Check your answers against those listed at the end of this lesson.

Item 1 List the ten classes of supplies.

- (1) _____
 - (2) _____
 - (3) _____
 - (4) _____
 - (5) _____
 - (6) _____
 - (7) _____
 - (8) _____
 - (9) _____
 - (10) _____
-

Item 2 What are likely products and services required by customers in a contingency?

- a. Medical equipment
 - b. Ammunition
 - c. Office supplies
 - d. Laborers
-

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Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	Reference Page
1	<ul style="list-style-type: none">• Class I – Subsistence• Class II – Clothing• Class III – POL• Class IV – Construction• Class V Ammunition• Class VI - Personal Demand Items (nonmilitary sales items)• Class VII Major End Items• Class VIII - Medical Material• Class IX - Repair Parts• Class X - Material Support	3-4 through 3-6
2	d	3-7

Summary

In this lesson you learned about the ten classes of supply, common products and services requested by units, and how to convert various measurements. In the next lesson, you will learn how to determine requirements.

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LESSON 2

REQUIREMENTS GENERATION

Introduction

Scope The Marines' Logistic Representatives (LogRep) and the CCO together will determine the requirements needed by the customers and what needs to be included in a contract for purchasing products or services.

Content This lesson provides you with information regarding the determination of requirements and conducting market research.

- Learning Objectives** At the end of this lesson, you will be able to
- Identify actions taken for determining requirements.
 - Identify actions taken for market research.
-

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	3-11
Determining Requirements	3-12
Market Research	3-14
Lesson 2 Exercise	3-15

Determining Requirements

General

LogReps for the Marines come to the CCO for the purchasing of products and services that they cannot obtain through government supply channels. The LogRep provides the CCO a description of the requirements that the customer needs. Together they analyze the requirements to determine how to approach the purchase.

Elements for Determining Requirements

Element	Description
Urgency	Normally, urgent purchases cost more money. The urgency also may determine the use of competition or a sole source purchase.
Quality	The CCO and LogRep must determine if top of the line products are necessary for purchase. Higher quality products cost more. If the item has a simple function and does not affect the lives or mission of the customer the level of quality should be analyzed.
Variation	Based upon the requirements the LogRep presents, he and the CCO must determine if alternative items that cost less money will satisfy the requirements and are items available to the environment.
Funding	The LogRep must know how much finding is available for the purchase. He will explain to the CCO how much the customer can spend on an item.
Quantity	The CCO may be able to include the item on current contracts for the sake of reducing the price to customers. Normally the more items purchased lowers overall prices. It is important that the LogRep have specific figures of quantities of items needed. The CCO will ensure that the contract contains the measurements in terms that the contractor understands and the LogRep has reviewed the computations for accuracy prior to contract award.
Commercial Items	The item may be something that can be purchased commercially. It may already exist in the commercial market and the customers request that specific item. The CCO will determine if this is feasible based upon market research, competition, and the needs of the customer.
Legal	Requested items may be purchased if constraints do not exist on the CCO's authority to contract the item. The CCO must work to find legal methods for obtaining products and items for the customers. The items purchased must be obtained legally and with authorized methods.

Continued on next page

Determining Requirements, Continued

Writing Requirements

There are two different types of specifications the CCO may use to describe the requirements.

- Performance Based
 - Detailed Specifications
-

Performance Based Specifications

When determining requirements, the customer and the CCO must determine the specifications that the product or service must ultimately provide in meeting the demands of the customer. The performance-based specifications describe the capabilities of the end result of the contract. This will not tell the contractor exactly how to do things, but allows the contractor to make a proposal to the CCO how they would accomplish the specifications.

Contractors who submit back to the CCO responsible and responsive proposals are included in the negotiations phase for possible contract award. The government will adopt for contract the specifications that are in the awarded contract.

Detailed Specifications

The CCO and the customer will together come up with the specifications containing particular details needed for the contract to be completed. In essence they spell out what the contractor must do or provide.

Market Research

Research Methods

Once the CCO receives the requirements, he or she will conduct market research on the product or service to be purchased. The CCO conducts market research to help determine if a contractor is responsible and can provide a quality product or service at a fair and reasonable price. In a contingency environment, it may be much more difficult to conduct market research than in an environment with an established infrastructure. In the event there is little to go on for CCOs to acquire adequate information, they must use their personal ingenuity to assist them in determining a contractor's ability to perform. Some actions of market research include researching the following:

- Availability through government supply system
 - Costs of like items
 - Possible alternatives
 - Local availability
 - Past performances of contractors
 - Feasibility of contract
 - Level of technology required
 - Sources for research
 - Durability
 - Local wage rates
-

Lesson 2 Exercise

Directions Complete exercise items 1 through 2 by performing the action required. Check your answers against those listed at the end of this lesson.

Item 1 List the elements a CCO and LogRep focus on when determining requirements.

Item 2 For this item, select

- a. if 1 and 2 are correct.
- b. if 2 and 3 are correct.
- c. if 3 and 4 are correct.
- d. if 1, 2, and 3 are correct.
- e. if all four are correct.

Which of the following are things that may be researched during market research?

- a. Possible alternatives
 - b. Local availability
 - c. Past performances of contractors
 - d. Feasibility of contract
-

Continued on next page

Lesson 2 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	Reference Page
1	<ul style="list-style-type: none">• Urgency• Quality• Variation• Funding• Quantity• Commercial Items• Legal	3-13
2	e	3-15

Summary

In this lesson you learned how the CCO and LogReps determine requirements, and learned some actions that can be taken in conducting market research. In the next lesson, you will learn about the contract process.

LESSON 3

CONTRACTING PROCESS

Introduction

Scope Contracting offices in contingency environments have many different ways they can conduct the contracting process. The number of personnel working in the office, the amount of customers the office supports, and the overall mission of the troops in the contingency determines what process will be used.

Content This lesson provides you with information regarding the fundamental steps of the contingency contracting process and the process for funding a contract.

Learning Objectives At the end of this lesson, you will be able to

- Identify the fundamental steps of the contingency contracting process.
- Identify the process for funding a contract.

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	3-17
Contracting Process	3-18
Funding a Contract	3-19
Lesson 1 Exercise	3-20

Contracting Process

General

There are many different ways that a CCO can establish contracting procedures in his contracting office. Each contingency has many scenarios that must be adapted to and each office will vary in size of personnel and how many customers are supported. All of these conditions can influence the contracting process. The process may be done electronically or with a paper system. A tracking procedure and system of record keeping is vital to the accounting of requests, contracts, contract status, and the use of finances.

Contract Process Steps

The following are fundamental contracting process steps that can be followed by a contingency contracting office:

Step	Action
1	Customer identifies the requirement
2	LogRep ensures the customer has available funds
3	LogRep and CCO determine requirements
4	CCO solicit contractors
5	Contractors submit bids or proposals
6	CCO awards the contract
7	Contractor performs and completes the contract
8	Customer notifies LogRep when contract is completed
9	LogRep notifies CCO of completion
10	CCO submits receipt of completion (invoice) to the fiscal officer
11	Fiscal officer pays the contractor
12	CCO closes the contract

As the contractor performs the contract, the customer must notify the LogRep when they are unsatisfied with the contractor's performance of the contract. The contractor may not have delivered a product or service on time or provided the required item. The LogRep notifies the CCO who will discuss the problem with the contractor and provide the status of the contract to the customer. The CCO will then determine what actions to take regarding the contractor. The CCO may modify the contract to meet the situation at hand, or the CCO may terminate the contract. Once terminated, the CCO will close the contract

Funding a Contract

General

In a contingency environment, the CCO works with a fiscal officer who authorizes payments for contracts. The fiscal officer, CCO, and the LogRep all ensure that the customer has enough money to cover the costs of the contract. As mentioned before, misappropriations of funds are illegal and have very stiff penalties. Similar to the contracting process, the funding process may vary in relation to the size of the contract office and the customers being supported.

Funding Steps

The following is a simple process for the fiscal officer in funding the contract:

Step	Action
1	Receive a purchase request from the LogRep
2	Ensure availability of customer's funds
3	Create a financial folder for each contract. Include contract, modifications, Report of Property Received (RPR), and payment vouchers.
4	Designate the appropriate amount of funding from the customer's account. This helps balance the customer's "checkbook" and ensures the money will not be spent on other items prior to the completion of the contract.
5	Receive contract modification costs from CCO. Include in the fiscal contract folder
6	Receive a RPR from the LogRep. The RPR is the customer's report of the completed contract.
7	Receive the contractor's invoice from the CCO. The contractor submits an invoice or a bill to the CCO indicating the completion of the contract.
8	Verify the contractor's invoice against the RPR. This ensures the fiscal officer the contract has been completed and requires payment. Fiscal notifies the CCO when the two do not match.
9	Prepare a payment voucher and distribute to contractor. Ensure checks or payments are safeguard.
10	Provide a copy of final payment voucher to the CCO as proof of payment.
11	Provide copies of contract, final payment vouchers, and expense accounting to the customers when closing their fiscal accounts or Military Inter-Departmental Purchase Request (MIPR).

Lesson 3 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	Reference Page
1	<ul style="list-style-type: none">• Customer identifies the requirement• Customer sends requirement to the LogRep• LogRep ensures the customer has available funds• LogRep and CCO determine requirements• CCO solicits contractors• Contractors submit bids or proposals• CCO awards the contract• Contractor performs and completes the contract• Customer notifies LogRep when contract is completed• LogRep notifies CCO of completion• CCO submits receipt of completion (invoice) to the fiscal officer• Fiscal officer pays the contractor• CCO closes the contract	3-18

Continued on next page

Lesson 3 Exercise, Continued

Answers, continued

Item Number	Answer	Reference Page
2	<ul style="list-style-type: none">• Receive a purchase request from the LogRep• Ensure availability of customer's funds• Create a financial folder for each contract• Designate the appropriate amount of funding from the customer's account.• Receive contract modification costs from CCO.• Receive a RPR from the LogRep.• Receive the contractor's invoice from the CCO.• Verify the contractor's invoice against the RPR.• Prepare a payment voucher and distribute to contractor.• Provide a copy of final payment voucher to the CCO as proof of payment.• Provide copies of contract, final payment vouchers, and expense accounting to the customers when closing their fiscal accounts or Military Inter-Departmental Purchase Request (MIPR).	3-19

Summary

In this lesson you learned an overview of contracting as a logistical function for the customer, determining requirements, and the contracting process.

In the next study unit, you will learn solicitation practices in the field and the importance of competition to ensure the government is getting a fair and reasonable price.

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STUDY UNIT 4

SOLICITATION

Overview

Scope The CCO finds contractors in a contingency environment through solicitation. The solicitation describes customer needs and requests that contractors submit bids. The bid from the contractor explains their product or service and their cost. Effective and proper solicitation is the key to ensuring there is adequate competition. This will allow the government to receive fair and reasonable prices and provide every vendor the same opportunities to participate in procurements. In a contingency environment, it is equally important to ensure prices for a product or services are not higher than what the reasonable person would pay. Although there is a large amount of flexibility in regards to the budget during a contingency, the contracting officer must make sure the taxpayer's money is spent efficiently and wisely.

Content This study unit is designed to provide the necessary knowledge and techniques to properly establish a perspective bidders list, prepare amendments or modifications to solicitations, conduct simplified acquisition procedures, and solicit a requirement using the sealed bid process.

In This Study Unit This study unit contains the following topics:

Topic	See Page
Establish Perspective Bidders List	4-3
Prepare Amendments/Modifications to Solicitations	4-17
Simplified Acquisition Procedures	4-23
Sealed Bids	4-37

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LESSON 1

ESTABLISH PROSPECTIVE BIDDERS LIST

Introduction

Scope A perspective bidders list will be maintained to provide various sources of supply. Suspended or debarred companies will not be on the list.

Content This lesson provides you with information to determine the purpose of an SF 129, identify and locate potential sources of supply, compile information in a usable format, determine if a contractor is responsible, and maintain and update a prospective bidders list.

Learning Objectives At the end of this lesson, you will be able to

- Identify the purpose of a Standard Form 129.
- Identify areas to find prospective bidders.
- Identify methods for compiling contractor information in a usable format.
- Given a contractor's abilities and capabilities, determine if the contractor is responsible.

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	4-3
Solicitation Mailing List Application (SF 129)	4-4
Identify and Locate Potential Sources	4-6
Compile Material in a Usable Format	4-8
Determining a Responsible Contractor	4-9
Lesson 1 Exercise	4-11

Solicitation Mailing List Application (SF 129)

Purpose

The SF 129 is an application that provides the CCO with the contractor's business information and the services and products the contractor has to offer the U.S. Forces. Contractors obtain SF 129s from CCOs.

The contracting office should maintain the SF 129s on file to provide a record of contractors in the area of operation.

Example SF 129

The SF 129 is self-explanatory and can be completed manually. If the contractor has the Internet, he or she may input the information online through Federal Business Opportunities (www.fedbizops.gov) or other established systems by the contracting office.

Continued on next page

Solicitation Mailing List Application (SF 129), Continued

Example
SF 129,
continued

SOLICITATION MAILING LIST APPLICATION					1. TYPE OF APPLICATION	2. DATE	OMB No.: 9000-0002 Expires: 10/31/97		
					<input type="checkbox"/> INITIAL	<input type="checkbox"/> REVISION			
NOTE: Please complete all items on this form. Insert N/A in items not applicable. See reverse for instruction.									
<small>Public reporting burden for this collection of information is estimated to average .68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat MVR, Federal Acquisition Policy Division, GSA, Washington, DC 20405.</small>									
3. SUBMIT TO	a. FEDERAL AGENCY'S NAME				4. APPLICANT	b. NAME			
	b. STREET ADDRESS					b. STREET ADDRESS		c. COUNTY	
	c. CITY		d. STATE	e. ZIP CODE		d. CITY		e. STATE	e. ZIP CODE
5. TYPE OF ORGANIZATION (Check one)					6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (If different than item 4)				
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> NON-PROFIT ORGANIZATION					a. STREET ADDRESS		b. COUNTY		
<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF:					c. CITY		d. STATE	e. ZIP CODE	
7. NAMES OF OFFICERS, OWNERS, OR PARTNERS									
a. PRESIDENT			b. VICE PRESIDENT			c. SECRETARY			
d. TREASURER			e. OWNERS OR PARTNERS						
8. AFFILIATES OF APPLICANT									
NAME			LOCATION			NATURE OF AFFILIATION			
9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)									
NAME			OFFICIAL CAPACITY			TELEPHONE NUMBER			
						AREA CODE		NUMBER	
10. IDENTIFY EQUIPMENT, SUPPLIES, AND/OR SERVICES ON WHICH YOU DESIRE TO MAKE AN OFFER (See attached Federal Agency's supplemental listing and instruction, if any)									
11a. SIZE OF BUSINESS (See definitions on reverse)			11b. AVERAGE NUMBER OF EMPLOYEES (including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS			11c. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS			
<input type="checkbox"/> SMALL BUSINESS (If checked, complete items 11B and 11C) <input type="checkbox"/> OTHER THAN SMALL BUSINESS						\$			
12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses)			13. TYPE OF BUSINESS (See definitions on reverse)						
<input type="checkbox"/> DISADVANTAGED BUSINESS <input type="checkbox"/> WOMAN-OWNED BUSINESS			<input type="checkbox"/> MANUFACTURER OR PRODUCER <input type="checkbox"/> CONSTRUCTION CONCERN <input type="checkbox"/> SURPLUS DEALER						
<input type="checkbox"/> SERVICE ESTABLISHMENT <input type="checkbox"/> RESEARCH AND DEVELOPMENT									
14. DUNS NO. (if available)			15. HOW LONG IN PRESENT BUSINESS?						
16. FLOOR SPACE (Square Feet/M²)					17. NET WORTH				
a. MANUFACTURING		b. WAREHOUSE			a. DATE		b. AMOUNT		
							\$		
18. SECURITY CLEARANCE (If applicable, check highest clearance authorized)									
FOR		TOP SECRET	SECRET	CONFIDENTIAL	c. NAMES OF AGENCIES GRANTING SECURITY CLEARANCES		d. DATES GRANTED		
a. KEY PERSONNEL									
b. PLANT ONLY									
The information supplied herein (including all pages attached) is correct and neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any agency of the Federal Government from making offers for furnishing materials, supplies, or services to the Government or any agency thereof.									
18a. NAME OF PERSON AUTHORIZED TO SIGN (Type or print)					20. SIGNATURE		21. DATE SIGNED		
18b. TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)									
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition not usable					STANDARD FORM 129 (REV. 12-96) Prescribed by GSA - FAR (48 CFR) 53.214(e)				

Identify and Locate Potential Sources

Purpose Locating potential contractors in a contingency environment is an important and demanding duty for the CCO. The CCO should seek out enough contractors for sufficient competition when he or she buys services or products for U.S. Forces. The competition keeps prices fair and reasonable.

Sources There are many places and techniques to locate sources for supplies and services in a contingency environment. You can find potential suppliers at the following locations:

- Knowledge of the interpreter/guide. Your interpreter is a logical first choice for helping you obtain sources. The CCO may find that the guide is related to most of the contractors; however, nepotism laws may not apply in overseas contingency contracting operations.
 - U.S. Embassy. This can be an excellent source of information. The defense attaché office in most embassies can help with currency conversions and storage of funds, as well as help provide a list of reputable contractors or SF 129s. In addition, the Embassy general services officer (GSO) may be able to provide some contracting support—particularly if the contract is to be written with the host country.
 - SF 129. The solicitation mailing list application will provide all background information on potential suppliers and the products and services they provide.
 - Site surveys. As mentioned previously, this is an excellent tool to speed up the contracting process.
 - Local base commander at the deployed site. If the CCO is deployed to a host nation air base, a good source of information on contracts is the local base commander. In many cases, the commander has strict policies on which contractors are allowed on base (for security or political reasons). Therefore, there is no reason to deal with contractors (particularly service or construction contractors) who are not allowed on base.
-

Continued on next page

Identify and Locate Potential Sources, Continued

Sources, continued

- Taxi cab drivers. Excellent source for information. The drivers know the area and also delivery routes. The CCO should be very careful because they may be the enemy.
 - Local government officials. Mayor, policemen, etc.
 - Local clergy.
 - Western hotels. The business offices of most Western hotels are excellent sources of information regarding contractors. These hotels usually deal with contractors that provide items or services that the CCO's customers may use.
 - General trading companies. These are contractors who will sell the CCO everything he needs, from food to construction at a substantial premium. In some cases, these firms are the first contractors the CCO encounters and they can be very responsive. The CCO should limit business with these contractors because they are very expensive and in effect, the CCO is just "contracting out" the contracting function. The CCO will see a substantial drop in price by using regular dealers, manufacturers, and wholesalers who sell to these companies.
 - Market areas or souqs. Many foreign countries have central market areas (known as "souqs" in the Middle East). These areas have large concentrations of retailers and wholesalers for a wide variety of commodities. If the CCOs cannot find what they are looking for here, there is nothing wrong with asking the vendors where the requirement might be obtained.
 - Chamber of commerce and yellow pages. Many foreign cities, particularly the larger ones, have a chamber of commerce and a yellow page section in the telephone books similar to those found in the United States.
 - Referrals. The CCO can refer the customer's request back to the CCO's home station in CONUS or to another base in the area with larger markets and vendor sources.
-

Compile Material in a Usable Format

Purpose

It is important for the records of potential contractors be maintained and up-to-date. This allows for quick and easy access to identify a source when the customer requests a product or service. In certain instances, time may be crucial and service member's lives may depend on it. Keeping files up-to-date will also ensure an adequate and good quality turnover with incoming CCOs.

Filing Techniques

There are many techniques a contracting office can use to maintain perspective bidders lists. It can be accomplished electronically or by manual filing, i.e., SF 129. The following are examples of electronic techniques that may be used to keep potential contractor's information on file:

- Microsoft Excel
 - Microsoft Access
 - Microsoft Word
 - Other database programs
 - PD2
-

Bidder Information

Regardless of the system that is used by the contracting office, certain items should be included to ease the process of selection when a requirement surfaces:

- Company's name
 - Company's location
 - Points of contact (phone numbers or email address)
 - Types of supplies and/or materials
 - Description (small, disadvantaged, or women-owned business)
 - Security clearance
-

Determining a Responsible Contractor

Purpose

Finding responsible contractors are important to ensure that the products and services will be delivered or rendered to the customer when requested. If a contractor fails to meet the requirements he or she says can be accomplished, the mission may be delayed. Therefore, it is important that contracting officials ensure a prospective supplier meets the requirements set forth in the FAR (Federal Acquisition Regulation) in determining a responsible contractor. In a contingency environment, past performance or recommendations from trusted sources may be the only method to determine if a contractor is responsible. Sometimes it may be a contracting officer's best judgment and urgency of need may dictate whether or not to trust a potential contractor.

General Standards

The FAR outlines the requirements of a prospective contractor to be considered responsible (FAR 9.104-1):

- Adequate financial resources to perform the contract or the ability to obtain them
- Able to comply with the required or proposed delivery or performance schedule, taking into consideration all the existing commercial and governmental business commitments
- Satisfactory performance record
- Possess the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them
- Satisfactory record of integrity and business ethics
- Able to provide necessary production, construction, and technical equipment and facilities, or the ability to obtain them
- Qualified and eligible to receive an award under applicable laws and regulations.

Once the contracting officer signs the contract, he or she determines the contractor is responsible. However, the FAR requires the contracting officer provide supporting documentation and report a determination of responsibility or non-responsibility for a potential contractor in the contracting files (FAR 9.105-2(b)). Any other documentation from pre-award surveys, such as Standard Forms 1403-1408, should also be included in the contract files.

Continued on next page

Determining a Responsible Contractor, Continued

Example

The following is an example of a Determination of Contractor Responsibility
Note: Can also be changed to Non-responsibility:

DETERMINATION OF CONTRACTOR RESPONSIBILITY
F33601-__ - _____

This is to certify that the following contractor:

Contractor Name and Address:

_____, is
hereby determined to be responsible in accordance with FAR 9.104 based on the
following:

.....
.....
.....
.....

Other Contracting Agencies (List Agency Contract)

.....
.....

Past Performance/In-House Contracts, P.O./D.O. No.

.....
.....
.....

Business References, attached.

The proposed contractor for award is not listed in the debarred or indebted contractors list to the Government.

Based upon information evidenced within this determination the contractor has demonstrated having the capability, technical knowledge, equipment, materials, facilities, and financial capability needed to execute their contractual responsibilities, while being otherwise qualified and eligible to receive an award under applicable rules and regulations.

The Contracting Officer determines the contractor to be responsible.

Remarks:

Contracting Officer

Lesson 1 Exercise

Directions Complete exercise items 1 through 4 by performing the action required.
Check your answers against those listed at the end of this lesson.

Item 1 What is the purpose of the SF 129?

Item 2 List five areas where you can find perspective bidders.

- (1) _____
 - (2) _____
 - (3) _____
 - (4) _____
 - (5) _____
-

Continued on next page

Lesson 1 Exercise, Continued

Item 3

List three possible ways to compile information in a usable format.

(1) _____

(2) _____

(3) _____

Item 4

List the requirements a potential contractor must possess for the contracting officer to determine responsibility.

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

(6) _____

(7) _____

Continued on next page

Lesson 1 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	Reference Page
1	The SF 129 is an application that provides the CCO with the contractor's business information and the services and products the contractor has to offer the U.S. Forces	4-4
2	Any five of the following are correct: <ul style="list-style-type: none"> • Knowledge of interpreter/guide • U.S. Embassy • SF 129s • Site surveys • Local base commanders at the deployed site • Western hotels • General Trading Companies • Market areas or souqs • Chamber of Commerce or yellow pages • Referrals • Taxi cab drivers • Local government officials • Local clergy 	4-6, 4-7
3	<ul style="list-style-type: none"> • Microsoft Excel • Microsoft Access • Microsoft Word • Other database programs • PD2 	4-8

Continued on next page

Lesson 1 Exercise, Continued

Answers, continued

Item Number	Answer	Reference
4	<ul style="list-style-type: none"><li data-bbox="678 495 1086 636">(1) Adequate financial resources to perform the contract or the ability to obtain them<li data-bbox="678 642 1086 926">(2) Able to comply with the required or proposed delivery or performance schedule, taking into consideration all the existing commercial and governmental business commitments<li data-bbox="678 932 1086 999">(3) Satisfactory performance record<li data-bbox="678 1005 1086 1220">(4) Possess the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them<li data-bbox="678 1226 1086 1329">(5) A satisfactory record of integrity and business ethics<li data-bbox="678 1335 1086 1514">(6) Able to provide necessary production, construction, and technical equipment and facilities, or the ability to obtain them<li data-bbox="678 1520 1086 1652">(7) Qualified and eligible to receive an award under applicable laws and regulations.	4-9

Continued on next page

Lesson 1 Exercise, Continued

Summary

In this lesson, you learned the purpose of the Standard Form 129, how to identify and locate potential sources, the importance of compiling information in a usable format, and determining whether a potential contractor is responsible.

In the next lesson, you will learn why and how to make amendments to solicitations.

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LESSON 2

PREPARE AMENDMENTS TO SOLICITATIONS

Introduction

Scope The solicitation process is one of the first steps to obtain products and services for the warfighter. The solicitation is subject to change. These changes come in the form of amendments that are prepared by the CCO.

Content This lesson provides you with the criteria needed to conduct a change and preparing the correct form to conduct the amendment.

Learning Objectives At the end of the lesson, you will be able to

- Identify the conditions when to conduct the amendment of a solicitation.
- Review the Standard Form 30 for accuracy and completeness.

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	4-17
Requirements for Amendment of Solicitation	4-18
Standard Form 30 (Amendment of Solicitation/Modification of Contract)	4-19
Lesson 2 Exercise	4-21

Requirements for Amendment of Solicitations

Background

In a contingency environment, requirements from the customer will continuously change. Therefore, it is necessary to know what conditions are required to make an amendment to the solicitation. Amendments are filled out and distributed on the Standard Form 30 (Amendment of Solicitation/Modification of Contract).

Conditions

There are several conditions when an amendment to a solicitation is required as outlined in FAR 14.208 (a). They are changes to the following:

- Quantity
- Specifications
- Delivery schedules
- Opening dates
- Correct a defective or ambiguous invitation
- Any other change that can directly affect the performance of the contractor.

The amendments must be sent to all contractors that received the original solicitation. They must receive the amendment before the bid opening and be displayed appropriately. No award may be granted until all potential contractors have the opportunity to adjust their original bid to meet the amended changes.

Standard Form 30 (Amendment of Solicitation/Modification of Contract)

Requirements The information required to fill out the SF 30 (Amendment of Solicitation/Modification of Contract) is listed in the table below:

Block	Action
1	Insert the contract identification code as it appears on the contract being modified.
2	Insert the number for the corresponding amendment.
3	Insert the issue date of the amendment.
4	Insert the purchase request number.
5	Insert the project number, if one is assigned.
6	Insert the name and address of the contracting office and code.
7	Insert the name and address if administered by someone other than Item 6.
8	Leave blank.
9a	Place an “X” in the box and insert the number and date of the original solicitation.
10	Leave blank.
11	Place an “X” in the box to indicate it is an amendment. Place an “X” in the appropriate box to determine if the contractor's date is extended or is not extended. Place the number of copies the contractor must furnish to the contracting office in order to acknowledge receipt.
12	Leave blank.
13	Leave blank.
14	Insert the amendments of the solicitation.
15a/b	Leave blank. This is for the contractor to sign.
16a/b/c	Leave blank. Not required for amendments of solicitations.

Continued on next page

Standard Form 30 (Amendment of Solicitation/Modification of Contract), Continued

Blank SF 30

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE	OF	PAGES
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY		CODE	7. ADMINISTERED BY (If other than Item 6)		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				<input type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF SIGNER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			
NSN 7540-01-152-9070 PREVIOUS EDITION UNUSABLE		Created using PerForm Pro software.		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

Lesson 2 Exercise

Directions Complete exercise items 1 and 2 by performing the action required. Check your answers against those listed at the end of the lesson.

- Item 1** When is an amendment required for a solicitation?
- a. When a word is misspelled on the solicitation.
 - b. When the date of delivery changes from 30 September 2003 at 0830 to 1 October 2003 at 0830.
 - c. When the customer needs 5 days of supply instead of 4 days of supplies.
 - d. When the bid opening date changes.
-

Item 2 On the next page, there is a completed SF 30. Has the SF 30 been filled out properly? Write your corrections here.

Lesson 2 Exercise, Continued

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE 1DSB234	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE 12/03/03	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY CODE BG1 REGIONAL CONTRACTING OFFICE KUWAIT CITY, KUWAIT		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RASHAD SAMIL KUWAIT CITY, KUWAIT				(X)	9A. AMENDMENT OF SOLICITATION NO. 125
				X	9B. DATED (SEE ITEM 11) 11/25/03
					10A. MODIFICATION OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 11)
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) PART I SCHEDULE D: MARKING WILL READ B-1254 ON DATA PLATE					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) RASHAD SAMIL (OWNER)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED		
(Signature of person authorized to sign)	12/04/03	(Signature of Contracting Officer)			
NSN 7540-01-152-8070 Previous edition unusable			STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR 148 CFR 1 53.243		

Continued on next page

Lesson 2 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	See Page
1	e	4-18
2	Contractor signed the SF 30. For amendments to solicitations, only the contracting officer signs the SF 30.	4-19

Summary

In this lesson, you learned the steps for solicitation of perspective contractors and how to make amendments to solicitations when changes are made.

In the next lesson, you will learn an overview of contract award.

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LESSON 3

SIMPLIFIED ACQUISITION PROCEDURES

Introduction

Scope Simplified acquisition procedures are the preferred and least time consuming way to conduct contract actions in a contingency environment.

Content This lesson provides you with the reasons to conduct simplified acquisition procedures, review small business set asides, determine if full and open competition exists, determine if a synopsis is required, determine wage rates, when to use determinations and findings, and determine if a solicitation should be done with a Request for Proposals (RFP) or done orally.

Learning Objectives At the end of the lesson, you will be able to

- Identify the purposes of simplified acquisition procedures.
- Identify the conditions when full and open competition is not required.
- Identify the conditions when a synopsis is not required.

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	4-25
Purpose of Simplified Acquisition Procedures	4-26
Small Business Set Aside	4-27
Competitive Requirements	4-28
Synopsis Requirement	4-31
Types of Solicitations	4-34
Lesson 3 Exercise	4-36

Purpose of Simplified Acquisition Procedures (SAP)

Background

A simplified acquisition is the purchase of supplies and services, to include construction and research and development, which the price does not exceed the simplified acquisition threshold established by Congress. The simplified acquisition threshold is \$100,000. The limit is raised to \$200,000 when the contract or purchase is made outside the United States in support of a military contingency, humanitarian, or peacekeeping activity. This limit can also be raised with authorization from a Presidential authorized representative.

Purpose

Simplified acquisition procedures are used to

- Reduce administrative costs.
 - Improve opportunities for small, small disadvantaged, and small women-owned business concerns to obtain a fair proportion of government contracts.
 - Promote efficiency and economy in contracting.
 - Avoid unnecessary burdens for agencies and contractors.
-

Small Business Set-Aside

Purpose

Small business set-asides are used to “spread the wealth” to smaller business concerns. Money can be set-aside for a single acquisition or a class of acquisitions that are partial or total. The contracting officer determines whether a business is considered a small business. Generally, if a supplier has less than 500 employees, they are considered to be a small business. The Small Business Administration (SBA) also can aid the contracting officer with the determination.

In a contingency environment, it is important to “spread the wealth” to improve the local economy. Many of the contracts can be accomplished by using small businesses, but it is the responsibility of the contracting officer to ensure that the work can be completed in sufficient time.

Requirements

The contracting officer must ensure that if the purchase of products or services is greater than \$2,500, but not over \$200,000, it is set-aside for small business concerns. However, this does not apply if the contracting officer does not expect that in a reasonable amount of time he or she can obtain two or more responsible small business concerns that will be competitive in price, quality, and delivery. In general, the contracting officer should make every attempt to award contracts to small businesses in a contingency environment to enhance the economy and aid in the reconstruction of the area.

Competitive Requirements

Purpose Competition is necessary to ensure that we are receiving fair and reasonable prices. It is required whenever the contracting officer does not feel the prices are fair and reasonable. Competition is not required for contracts that are accomplished using simplified acquisition procedures and do not exceed \$200,000.

When contracts are accomplished using negotiation procedures, two or more sources are required by the Competition in Contracting Act (CICA). This will also ensure that prices are reasonable. It can be expected that in the beginning of an operation prices will be higher, but will lower as the operation continues. Also, it can be expected that transportation costs may be higher due to constraints of a lack of infrastructure or because of the current situation.

Conditions for Other Than Full and Open Competition The FAR (6.302) states reasons that full and open competition is not required. If the contracting officer determines that full and open competition cannot be obtained, he or she must state the reason in writing and placed in the contract files. However, the following are not reasons that allow a contracting officer to not obtain full and open competition and will not be justified:

- Lack of advanced planning by the requiring activity
 - Concerns related to the amount of funds available (i.e., funds expire) to the agency or activity for the acquisition of supplies or services
-

Justifications The following are reasons to justify for other than full and open competition:

- Only one responsible source and no other supplies or services can meet the customers requirements
- Unusual and compelling urgency of need (i.e., Government agency would be seriously injured unless the number of suppliers were limited)
- Engineering development, research capability, or expert services
- International agreement
- Authorized or required by statute
- National security
- Public interest

When the contracting office uses other than full and open competition, a Justification and Approval (J&A) document must be placed in the contracting file.

Continued on next page

Competitive Requirements, Continued

Example The following is an example of a J&A for a sole source procurement during a contingency operation:

**JUSTIFICATION AND AUTHORIZATION
PURCHASE ORDER NUMBER DASA02-95-M-0008**

**JUSTIFICATION AND APPROVAL
FOR OTHER THAN FULL AND OPEN COMPETITION**

1. **CONTRACTING AGENCY:** United States Army Area Support Group-Kuwait

2. **DESCRIPTION OF ACTION:** This is a sole source procurement for telephone installation and data link services on Camp Doha. This contract will require service to be provided for thirty days and includes cable connectivity to major distribution points, distribution within structures and the installation of individual telephone lines, both permanent and temporary.

3. **DESCRIPTION OF SUPPLIES/SERVICES**

a. **Contract History:** Telephone installation services and related data link connections is a required contractual function of the installation contractor, ITT. This service, however, is currently deficient due to the recent contract change over between DynCorp and ITT and must be corrected immediately. The purpose of this contract is to temporarily meet the urgent need for these services until the ITT contractor can obtain the necessary county clearances for their personnel and assume this function.

(b). The estimated cost of this procurement is \$6,835.00.

4. **AUTHORITY CITED:** 10 U.S.A. 2304 (C) (4) as implemented by FAR 6.302-1, Urgent and Compelling Reason.

5. **REASON FOR AUTHORITY CITED:** On 05 October 1994, the Directorate of Information Management (DOIM) was formally notified by the new contractor, ITT, that they would be unable to obtain telephone installation personnel until the first week of November. This delay of at least thirty days was unacceptable to the DOIM and would adversely impact on daily mission accomplishment. Additionally, the need to install new telephone systems to facilitate the Area Support Group - Kuwait's move into the United Nations building, an Intrinsic Action exercise and a Joint Task Force exercise necessitated an immediate contract for this service. Finally, the increased tensions along the Iraqi border and the expedited exercise and deployment schedules demanded that this service be procured without delay.

6. **EFFORTS TO OBTAIN COMPETITION:** Minimal. Due to the low dollar value of this procurement, the immediate availability, proximity and knowledge of the AT&T contractor and the absolute urgency for this service, as illuminated by the immediate threat of war with Iraq, minimal efforts to obtain competition were undertaken.

7. MARKET SURVEY: Although not required under urgent and compelling circumstances, a market survey was conducted. All available BPAs were analyzed to determine if there were vendors currently on contract to accomplish this mission, but none were applicable. Additionally, DOIM and contracting personnel examined the Kuwaiti Pocket Guide and conducted internal discussions regarding the availability of local vendors and evaluated all options. In the end it was apparent that the local AT&T contractor, who is located on site at Camp Doha, was the most advantageous and expeditious source.

Continued on next page

Competitive Requirements, Continued

Example, continued

8. Technical Certification and Requirements Certification: I certify that the supporting data under my cognizance which are included in the J&A are accurate and complete to the best of my knowledge.

NAME: MAJ Craig A. Petersen

DATE:

TITLE: DOIM

SIGNATURE:

9. Fair and Reasonable Cost Determination: I hereby determine that the anticipated cost for this contract action will be fair and reasonable based on cost analysis, price analysis, audit, should cost, historical data, Independent Government Estimate, and/or Market Survey.

NAME: MAJ Michael A. McDaniel

DATE:

TITLE: Contracting Officer

SIGNATURE

10. Procuring Contracting Officer Certification: I certify that this J&A is accurate and complete to the best of my knowledge.

NAME: MAJ Michael A. McDaniel

DATE:

TITLE: Contracting Officer

SIGNATURE:

APPROVAL:

Based on the foregoing justification, I hereby approve the procurement of the material, supplies, and/or services as outlined above, on an other than full and open competition basis pursuant to the authority of 10 U.S.C. 2304 (c) (4). Subject to the availability of funds, and provided that the services and property herein described have otherwise been authorized for acquisition.

NAME: LTC Terrence J. McGraw

DATE:

TITLE: Director of Contracting

SIGNATURE:

Synopsis Requirement

Purpose The contracting officer must publicize and provide a synopsis for all contract actions. This can be done by listing requirements or other actions on a common bid board, through the Internet, in the local newspaper, etc. in order to

- Increase competition
 - Broaden industry participation in meeting Government requirements
 - Assist small business, small disadvantaged business, and small woman-owned business concerns
-

Requirement to Synopsise Actions The contracting office must synopsise and publicize contract actions when the following conditions are met:

- Contract actions that exceed \$25,000 or if sole source \$10,000 in the Federal Business Opportunities (FedBizOps)
 - Contracts that exceed \$10,000, but not to exceed \$25,000, in a public space or other electronic means.
-

Conditions a Synopsis Is Not Required During a contingency operation, security and time may not allow for a posting of synopses of contract actions. The following are exceptions the contracting officer may site in a Determinations and Findings (D&F) letter and placed in the contracting files to not synopsise a contract action (FAR 5.202):

- The synopsis cannot be worded in a manner to preclude an agency's needs and such disclosure will compromise National Security.
 - Unusual and compelling urgency of need and the agency could be seriously injured if the purchase is delayed.
 - International agreement or treaty specifies the source.
 - Statute requires a specific source.
 - Proposed contract action is for utility services or other telecommunications service and only one source is available.
-

Synopsis Requirement, Continued

**Conditions a
Synopsis Is Not
Required,
continued**

- Proposed contract is placed upon an Indefinite Delivery Contract.
 - Proposed contract action is for perishables subsistence supplies, and advance notice is not appropriate or reasonable.
 - Proposed contract action is by a Defense Agency and will be performed outside the United States.
 - Proposed contract action is for an amount not to exceed the simplified acquisition threshold, will be made through a GPE, or permits the public to respond to the solicitation electronically.
-

Continued on next page

Synopsis Requirement, Continued

Example of a D&F Letter

The following is an example of a D&F letter to be placed in the contracting file to justify not providing a synopsis:

Class Determination and Findings for Waiver of Synopsis

1. Upon the basis of the following findings and determination, which I hereby make as contracting officer, [Unit/organization], the proposed contracts described below may be implemented by paragraph 5.202(a)(*) of the Federal Acquisition Regulation.

(Enter the appropriate paragraph number for the exception you are claiming. Common exceptions used are:

- 5.202(a)(2) Unusual and compelling urgency as defined in FAR 6.302-2
- 5.202(a)(5) Utility services where only one source is available
- 5.202(a)(9) Perishable subsistence supplies
- 5.202(a)(12) Contracts made and performed outside the United States)

Findings

2. [Unit/organization] proposes to procure with no synopsis period, the following letter or simplified acquisition contracts: [list contract numbers].
3. The work to be performed is [describe the nature of the work to be performed and set forth facts that show why it is impracticable to synopsise].

Determination

4. Based on the above findings, the contracting officer determines that waiver of synopsis is required and that the government would be seriously injured if the agency complied with the time periods specified in FAR 5.203
5. The expiration date of this D&F is [insert expiration date].

Contracting Officer:

[Insert your name]

Name and Title	Office	Phone	Date
----------------	--------	-------	------

Counsel Review:

Name and Title	Office	Phone	Date
----------------	--------	-------	------

Approval:

Name and Title	Office	Phone	Date
----------------	--------	-------	------

Type of Solicitations

Purpose Solicitation can be accomplished orally or through written or electronic means utilizing a Request for Quotation format. Solicitation is necessary to gain competition in the contingency environment and achieve fair and reasonable prices. Oral solicitations will expedite the contacting process.

Oral Solicitations The contracting officer should solicit contracts orally to the maximum extent possible. The following conditions must be met FAR 13.106-1(C):

- The acquisition does not exceed the simplified acquisition threshold.
 - Oral solicitation is more efficient than using electronic means.
 - Notice is not required because of FAR 5.101.
-

Documentation Oral solicitations are authorized to prevent the delay of the acquisition process during contingency operations. However, the contracting officer must document in the contracting files to support the oral solicitations. The following should be included in the contracting files (FAR 15.203):

- A description of the requirement
 - Rationale for use of oral solicitations
 - Sources solicited, including the date, time, name of individuals contacted, and prices offered
 - The solicitation number provided to the prospective offerers
-

Request for Proposals Although oral solicitations are more common in a contingency environment because the majority of the contracts are below the simplified acquisition threshold, there may be times to conduct negotiated contracts. Request for Proposals (RFP) are used to communicate an agency's needs to potential suppliers during negotiated acquisitions. At a minimum, the RFP should include (FAR 15.203):

- Government's requirement
 - Anticipated terms and conditions
 - Information required in the supplier's proposal
 - Factors and significant factors and sub factors used to evaluate proposals
-

Continued on next page

Types of Solicitations, Continued

Letter RFPs

The contracting officer authorizes letter RFPs when the acquisition is sole source or other appropriate circumstance. The following should be included in the letter RFP (FAR 15.203):

- RFP number and date
 - Name, address, and telephone number of contracting officer (in addition email address and facsimile number, if appropriate)
 - Type of contract
 - Quantity, description, and required delivery date
 - Applicable certifications and representations
 - Anticipated terms and conditions
 - Instructions to contractors and evaluation criteria for other than sole source actions
 - Proposal due date and time
 - Any other relevant information
-

Lesson 3 Exercise

Directions Complete exercise items 1 through 3 by performing the action required.
Check your answers against those listed at the end of this lesson

Item 1 Name the purposes of Simplified Acquisition Procedures.

Item 2 What reasons can a contracting officer use to justify other than full and open competition?

Item 3 A synopsis is not required when

Continued on next page

Lesson 3 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	See Page
1	<ul style="list-style-type: none">• Reduce administrative costs• Improve opportunities for small, small disadvantaged, and small women-owned business concerns to obtain a fair proportion of government contracts• Promote efficiency and economy in contracting• Avoid unnecessary burdens for agencies and contractors	4-24
2	<ul style="list-style-type: none">• Only one responsible source and no other supplies or services can meet the customers requirements• Unusual and compelling urgency of need (i.e., Government agency would be seriously injured unless the number of suppliers were limited)• Engineering development, research capability, or expert services• International agreement• Authorized or required by statute• National security• Public interest	4-28

Continued on next page

Lesson 3 Exercise, Continued

Answers, continued

Item Number	Answer	Reference
3	<ul style="list-style-type: none">• The synopsis cannot be worded in a manner to preclude an agency's needs and such disclosure will compromise National Security.• Unusual and compelling urgency of need and the agency could be seriously injured if the purchase is delayed.• International agreement or treaty specifies the source.• Statute requires a specific source.• Proposed contract action is for utility services or other telecommunications service and only one source is available.	4-31

Summary

In this lesson, you learned the purpose of Simplified Acquisition Procedures (SAP), the requirements to set aside contracts for small businesses, competitive and synopsis requirements, and an overview of Request for Proposals and oral solicitations.

In the next lesson, you will learn an overview of Sealed Bids procedures.

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LESSON 4

SEALED BIDS

Introduction

Scope Sealed bidding is a frequent method used in the field to conduct contract actions that are firm-fixed-price (FFP) contracts. It ensures competition within the market and is awarded according to lowest price.

Content This lesson provides you with information to prepare an Invitation for Bid (IFB), bidding time required, the procedures to hold a prebid conference, and determine the required contract clauses.

Learning Objectives At the end of this lesson, you will be able to

- Identify the conditions to solicit by the sealed bid method.
- Identify the factors to consider when establishing a bid time.
- Identify who may waive the requirements to omit the required clauses when conducting sealed bids.

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	4-37
Background	4-38
Preparing an Invitation for Bid (IFB)	4-39
Bidding Time	4-42
Prebid Conference	4-43
Contract Clauses	4-44
Lesson 4 Exercise	4-45

Background

Conditions

Sealed bidding methods are used by the contracting officer when appropriate. The following conditions must be met for a contracting officer to solicit sealed bids (FAR 6.401a):

- When time permits the solicitation, submission, and evaluation of sealed bids
 - When the award will be made on the basis of price and other price-related factors
 - The contracts are Firm-fixed-price
-

Proceeding with the Process

If these conditions are met, the contracting officer may proceed with the process. The sealed bid method provides the government with the lowest price; however, the bids must be evaluated to determine if the price is realistic (i.e., clear understanding of the requirement). There are five steps to the sealed bid method.

- Preparation of invitation for bids
 - Publicizing the invitation for bids
 - Submission of bids
 - Evaluation of bids
 - Contract award
-

Preparing an Invitation for Bid (IFB)

Process

Contracting officers will prepare invitations for bids using the uniform contract format (UCF) or the simplified contract format. The UCF is a formal process that includes 4 parts with 13 steps (Part I thru IV, Sections A thru M). The following is the standard UCF (FAR 14.201-1):

SECTION	TITLE
	Part I – The Schedule
A	Solicitation/contract form
B	Supplies or services and prices
C	Description/specifications
D	Packaging and marking
E	Inspection and acceptance
F	Deliveries or performance
G	Contract administration data
H	Special contract requirements
	Part II – Contract Clauses
I	Contract clauses
	Part III – List of Documents, Exhibits, and Other Attachments
J	List of documents, exhibits, and other attachments
	Part IV – Representations and Instructions
K	Representations, certifications, and other statements of bidders
L	Instructions, conditions, and notices to bidders
M	Evaluation factor for award

Continued on next page

Preparing an Invitation for Bid (IFB), Continued

**Process,
continued**

The simplified contract format is the common method used in a contingency environment because it is quicker and easier to complete. The simplified method can be used for firm-fixed-price or firm-fixed-price with economic adjustments for acquisitions of supplies and services. The contracting officer can be flexible when preparing the solicitation, but should include the following information: (FAR 14.201-9)

Section	Content
A	Solicitation/contract form. Standard Form 1447 is used for the first page.
B	Contract schedule. Include the following for each contract item- contract line number, description of supplies or services, quantity and unit of issue, unit price and amount, packaging and marking requirements, inspection/acceptance/quality assurance/reliability requirements, place of delivery/performance and delivery dates/period of performance, and other item-procurement information.
C	Clauses
D	List of documents and attachments.
E	Representation and instructions.

Continued on next page

Preparing an Invitation for Bid (IFB), Continued

SF 1477 Instructions

Below is the SF 1447 and instructions to fill out the form for a solicitation:

Block	Action
2	Insert contract number.
3	Insert the effective date.
4	Insert the number of the solicitation.
5	Place an "X" in sealed bids.
6	Insert the date of the solicitation.
7	Insert the contracting office address.
8	Select any restrictions to the award.
9	Insert date of bid closing.
10	Place an "X" in supplies or services and provide a clear and brief description.
11	To be completed by contractor.
12	Insert administering contracting official and address.
13	To be completed by contractor.
14	Insert official and address of disbursing office.
15	To be completed by contractor.
16	If other than full and open competition, check appropriate box.
17	Insert line number.
18	Insert schedule of supplies or services.
19	Insert quantity.
20	Insert unit of issue.
21	To be completed by contractor.
22	To be completed by contractor.
23	Insert accounting and appropriation data, if applicable.
24	Leave blank. (contract award)
25	Inset number of copies to provide to contracting officials.
26	Leave blank. (contract award)
27	To be completed by contractor.
28	Leave blank. (contract award)

Bidding Time

Requirements The contracting office must provide a reasonable amount of bidding time to ensure the bidders can properly and adequately submit bids for products or services. A bidding time of 30 days is the standard amount of time before the opening of bids when a synopsis is required by FAR 5.202. Without an adequate amount of bidding time, the potential contractors might include contingencies within their prices or not submit any response, limiting the amount of competition.

Factors The following are factors to consider when establishing a reasonable bid time: (FAR 14.202-1)

- Degree of urgency
 - Complexity of requirements
 - Anticipated extent of subcontracting
 - Use of presolicitation notices
 - Geographic distribution of suppliers
 - Normal transmittal time for both invitations and bids
-

Prebid Conference

Background

Prebid conferences are generally used when the requirements are complex or when there are other barriers that may influence a successful outcome of a sealed bid (i.e., language barrier). In a contingency environment, there are many factors that can limit the potential contractors ability to understand requirements. Different language, currency, culture, laws and regulations, or other factors can create a tension and communication barrier between the contracting officer and potential contractors.

Requirements

A prebid conference is encouraged to ensure that the scope of the work performed or the products that are required by the Marine is clearly understood by all the potential bidders. It should be held in an open forum where all the bidders can attend. Any information that is passed to one bidder, must be provided to every potential bidder that has responded to the bid. The bottom-line is to share as much information possible, without hurting the mission or risking the lives of the troops, so the work is clearly understood and the service will be provided when the Marine needs it.

Contract Clauses

Background

There are several contract clauses that are required when the contracting officials conduct the sealed bid method for products or services. The head of the contracting activity (HCA) may waive the requirements, but must submit in writing and placed in the contract file the reason for omitting the clauses.

Required Clauses

The following are the required clauses when conducting sealed bids: (FAR 14.201-7)

- 52.214-26 (Audit and Records – Sealed Bidding): If cost and pricing data is required, the contracting officer has the right to examine all contractors' records.
 - 52.214-27 (Price Reduction for Defective Cost or Pricing Data – Modifications – Sealed Bidding): If any price, including profit, was significantly increased due to inaccurate cost or pricing data by the contractor or subcontractor, the price will be reduced accordingly and a modification conducted to the existing contract.
 - 52.214-28 (Subcontractor Cost or Pricing Data – Modifications – Sealed Bidding): The contractor shall require the subcontractor to submit certified cost or pricing data, if it exceeds the threshold.
 - 52.214-29 (Order of Precedence – Sealed Bidding): Any inconsistency in the solicitation or contract shall be resolved by giving precedence in the following order: (1) Schedule, (2) Representations and other instructions, (3) Contract clauses, (4) Other documents, exhibits, and attachments, and (5) Specifications
-

Lesson 4 Exercise

Directions Complete exercise items 1 through 5 by performing the action required.
Check your answers against those listed at the end of this lesson.

Item 1 List the conditions that must be met for a contracting officer to solicit sealed bids.

(1) _____

(2) _____

(3) _____

Item 2 List the factors considered when establishing a reasonable bid time.

Continued on next page

Lesson 4 Exercise, Continued

Item 3

Who may waive the requirements to omit the required clauses when conducting sealed bids?

- a. Head of contracting activity
 - b. The contractor
 - c. Contracting officer
 - d. Logistics Officer
-

Continued on next page

Lesson 4 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	See Page
1	(1) When time permits the solicitation, submission, and evaluation of sealed bids. (2) When the aware will be made on the basis of price and price related factors. (3) The contracts are firm-fixed-price.	4-38
2	<ul style="list-style-type: none">• Degree of urgency• Complexity of requirements• Anticipated extent of subcontracting• Use of presolicitation notices• Geographic distribution of suppliers• Normal transmittal time for both invitations and bids	4-42
3	a	4-44

Summary

In this study unit, you learned an overview of solicitation practices in the field and the importance of competition to ensure the government is getting a fair and reasonable price.

In the next study unit, you will learn the different processes a contracting official may use to award a contract.

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STUDY UNIT 5

CONTRACT AWARD

Overview

Introduction Awarding the best offerers is important to the contracting officials. It should be done quickly and be the most useful to the customer. The contracting official will want to get the best value for the customer, considering price or price-related factors as one of the main objectives. Other considerations are the quality and ensuring the products or services will be delivered on time to ensure mission accomplishment.

Scope This study unit is designed to provide the necessary knowledge and techniques to properly ensure quotations and bids by offerers are safeguarded, conduct bid openings, the criteria to award a contract, notify unsuccessful offerers, and publicizing the award.

In This Study Unit This study unit contains the following lessons:

Topic	See Page
Receiving and Opening Bids	5-3
Criteria For Contract Award	5-15

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LESSON 1

RECEIVING AND OPENING BIDS

Introduction

Scope All offers need to be kept secure to ensure they are not opened before the bid opening date, while conducting sealed bids. This ensures every bid has the same chance of being chosen as another bid.

Content This lesson provides you with information to understand the policy of safeguarding bids and procedures for prematurely opening bids. This lesson will also discuss the proper actions of the contracting officer when opening bids, the conditions for postponing a bid opening, and the conditions for canceling a requirement after bids are opened.

- Learning Objectives** At the end of this lesson, you will be able to
- Identify the steps when a bid is opened prematurely.
 - Identify the actions the contracting officer conducts when opening bids.
 - Identify the conditions for postponing a bid.
 - Identify the conditions to cancel a requirement after a bid opening.
-

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	5-3
Receipt and Safeguarding of Bids	5-4
Premature Bid Opening	5-5
Bid Opening	5-6
Postponing Bid Openings	5-
Canceled Requirements	5-
Lesson 1 Exercise	5-

Receipt and Safeguarding of Bids

Procedures

After a solicitation for a product or service by the contracting officials take place and bids arrive by potential offerers, the contracting office must ensure they are kept in a secured area. A secured area could be a lock box or other area that limited access is allowed. If bids are transmitted electronically, they should be sent to a single electronic type bid box that is not viewed until the bid opening date. The identity and the number of bids that are received need to be kept on a “need to know” basis to ensure the offerers have the same chance of winning the requirement.

If a bid arrives and the contracting office cannot determine the identity of the bid or which solicitation the bid is for, it can be opened to identify the source or to arrange the bid in the proper bid box. Also, a contracting official that is designated to do such actions can only open the unknown bids.

Premature Bid Opening

Procedures

Occasionally a bid envelope may be opened prematurely because it may not be properly identified or because of a simple mistake. The opener must sign the envelope and immediately deliver it to the appropriate official. Once the appropriate official receives the opened bid, the following are the steps to be written on the envelope to ensure the mistake is documented and to prevent future claims (FAR 14.401b):

- Explanation of the opening
 - Date and time opened
 - Invitation for bid number
 - Sign the envelope
 - Reseal the envelope
-

Bid Openings

Requirements The contracting officer or designated representative will determine the date and time of the bid opening. When the bid opening occurs, the contracting officer or designated representative shall (FAR 14.402-1a):

- Personally and publicly open all bids, if possible (if not classified).
- Read the bids aloud to all persons present.
- Record the bids.

Other officials may examine each bid, as well as, other offerers. However, the contracting officer or designated representative needs to be present to safeguard the bids.

Postponing Bid Openings

Background There may be many occasions that bid openings could be postponed. It is important to ensure that the customer will be able to get the necessary requirements to accomplish the mission.

Conditions The following are the conditions that justify postponing a bid opening (FAR 14.402-3):

- It is believed there is a delay of an important segment of bidders and is beyond their control with no fault or negligence.
 - Emergency or unanticipated events interrupt the normal process.
-

Cancelled Requirements

Background

It is important the contracting office maintains the integrity of the acquisition system and award contracts quickly and appropriately. It is a responsibility to try to forecast if a requirement is going to change or be cancelled to not waste the time and money an offerer invests in a proposal.

Conditions

A requirement can be cancelled, even after a bid opening, if the following conditions are met, put in writing, and placed in the contracting file (FAR 14.404-1c):

- Inadequate or ambiguous specifications were cited in the invitation.
- Specifications are changed.
- Supplies or services are no longer required.
- Invitation did not take into consideration of all the factors of the cost to the Government.
- Bids received indicate a less expensive way that was not in the invitation.
- All bids are unreasonable or only one bid is presented and reasonableness cannot be determined.
- Bids were not independently arrived in open competition, were collusive, or submitted in bad faith.
- No responsive bid was received by a responsible bidder.

Once the determination is made to cancel all bids, each bidder must be provided in writing the reasons for the cancellation.

Lesson 1 Exercise

Directions Complete exercise items 1 through 5 by performing the action required.
Check your answers against those listed at the end of this lesson.

Item 1 List the steps written on the envelope when a bid is opened prematurely.

Item 2 List three steps contracting officers use to pen bids.

Continued on next page

Lesson 1 Exercise, Continued

Item 3

List the conditions that justify postponing a bid opening.

(1) _____

(2) _____

Item 4

A requirement can be cancelled if

Continued on next page

Lesson 1 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	Reference Page
1	<ul style="list-style-type: none">• Explanation of the opening• Date and time opened• Invitation for bid number• Sign the envelope• Reseal the envelope	5-11
2	<ul style="list-style-type: none">• Personally and publicly open all bids, if possible (if not classified).• Read the bids aloud to all persons present.• Record the bids.	5-12
3	<ol style="list-style-type: none">(1) It is believed there is delay of an important segment of bidders and is beyond their control with no fault or negligence.(2) Emergency or unanticipated events interrupt the normal process.	5-11
4	<ul style="list-style-type: none">• Inadequate or ambiguous specifications were cited in the invitation.• Specifications are changed.• Supplies or services are no longer required.• Invitation did not take into consideration of all the factors of the cost to the Government.• Bids received indicate a less expensive way that was not in the invitation.• All bids are unreasonable or only one bid is presented and reasonableness cannot be determined.• Bids were not independently arrived in open competition, were collusive, or submitted in bad faith.• No responsive bid was received by a responsible bidder.	5-14

Summary

In this lesson, you learned the actions the contracting officer or designated representative take when opening bids, the conditions for postponing bid openings, and the conditions to cancel requirements after bids were opened.

In the next lesson, you will learn the criteria a contractor must possess to be awarded a contract.

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LESSON 2

CRITERIA FOR CONTRACT AWARD

Introduction

Scope For a potential contractor to be awarded a contract, they must meet certain criteria, whether done by sealed bidding or by negotiation. In a contingency environment, many different factors may determine the criteria.

Content This lesson provides you with the criteria to award a contract when using either the sealed bid method or through negotiation and the procedures for informing unsuccessful offerers.

Learning Objectives At the end of the lesson, you will be able to

- Identify the criteria to award a contract when using sealed bid methods.
- Identify the criteria used to evaluate proposals when awarding a contract using negotiated methods.
- Identify the requirements for notifying unsuccessful bidders.

In This Lesson The lesson contains the following topics:

Topic	See Page
Introduction	5-19
Criteria for Award Using Sealed Bid Method	5-20
Criteria for Award Using Negotiated Method	5-21
Informing Unsuccessful Bidders	5-22
Lesson 2 Exercise	5-24

Criteria for Award Using Sealed Bid Method

Conditions

Normally, an award of a contract using the sealed bid method is given to the lowest bidder. However, the price must be realistic for the requirements. The following conditions must be met to award a potential contractor when using the sealed bid method of procurement (FAR 14.103-2):

- Solicitation was conducted using the Uniformed or Simplified Contract Format correctly (FAR 14.2).
 - The contractor submitted bids correctly. (FAR 14.3).
 - Contracting officer ensures all requirements of law, executive orders, regulations, and other applicable procedures are met (FAR 1.602-1(b)).
 - Award is made to a responsible and responsive bidder, advantageous to the Government, considering only price and price-related factors included in the Invitation for Bid.
-

Criteria for Award Using Negotiation Method

Background Contracting by negotiations is conducted whenever sealed bid method or other simplified acquisition procedure is not used. However, in a contingency environment, it is not the preferred method because it is more time consuming. This can cause a pause in an operation or harm our men and women in the battlefield.

Condition In section M of the Uniform Contract Format, shows the evaluation techniques the contracting officer or source selection official will use to determine the best contractor. They are rated from most important to least important. The following are some evaluation criteria that are used to rate proposals and are not in any particular order of importance:

- Cost or price
- Past performance
- Technical
- Cost information
- Small business subcontracting

At a minimum, cost and past performance are required in determining the best contractor. The main goal is to receive the best value for the customer while meeting or exceeding their requirements. It is imperative to get the products or services to the warfighter to ensure mission accomplishment is achieved and lives are protected.

Informing Unsuccessful Bidders

Purpose

It is important to let all bidders know the reasons why they did not get selected for a contract award. Since you are in a different country with different cultures, laws, regulations, and customs, bidders need to understand these reasons to properly and efficiently submit proposals and be competitive in the future. This helps both the warfighter and the bidder because the warfighter can get the requirements they need and the bidder can get the business and make money.

Sealed Bid Requirements

When using the sealed bid method, the contracting officials do not need to inform the contractors that were not selected because it is determined by price or price-related factors. However, since you are dealing with foreign countries, they may not understand certain requirements or practices to successfully win a solicitation. Therefore, it will help them in the future and provide the Government with more competition, which will keep prices reasonable.

Contract by Negotiations Requirements

When using contract by negotiations method, there are requirements to debrief contractors that did not win the procurement. If the contractors were disqualified because they did not fall within the competitive range before an award, the following may occur (FAR 15.505):

- The contractor may request a preaward briefing by submitting a written request for debriefing to the contracting officer within 3 days after receipt of exclusion from competition.
 - At the contractor's request, the debriefing can be postponed until after the award.
 - If the contractor does not submit a timely request, the contractor need not be given either a preaward or a post award debriefing.
-

Timeliness

It is important the contracting officer debrief unsuccessful contractors as quickly as possible. Debriefing may be refused and postponed until postaward debriefings, if (FAR 15.505(b)) there are compelling reasons or not in the best interest of the Government. However, the reason must be documented and placed in the contracting files.

Continued on next page

Informing Unsuccessful Bidders, Continued

Methods

Debriefings can be done orally, written, the Internet, or other communication methods. The debriefing should include (1) evaluation of significant elements of the proposal, (2) the rationale for eliminating the offerer, and (3) reasonable answers to common questions of the process.

Post Award Debriefings

Post award debriefings are also conducted. The procedures are as followed (FAR 15.506):

- An offerer may submit a written request to the contracting officer within 3 days after receipt of a notification of a contract award to be debriefed and furnished on the basis for the selection decision and contact award.
- Debriefing shall occur within 5 days after receipt of the written request.
- An offerer that was notified of exclusion from the competition but failed to submit a request for debriefing is not entitled to such action.
- Untimely debriefing requests may be accommodated.

Debriefings can be done orally, written. The following information should be included for the postaward debriefing (FAR 15.506 (d)):

- (1) Evaluation of the significant weaknesses and deficiencies,
 - (2) Overall evaluated cost or price and technical rating of the successful and unsuccessful contractor, and past performance on the debriefed contractor
 - (3) Overall ranking of all contractors
 - (4) Rationale for award
 - (5) If commercial items, make and model of item of successful contractor
 - (6) Reasonable answers to common questions of the process.
-

Lesson 2 Exercise

Directions Complete exercise items 1 through 3 by performing the action required. Check your answers against those listed at the end of this lesson.

Item 1 List the conditions that must be met for a contracting officer to award a contract using the sealed bid method.

- (1) _____
 - (2) _____
 - (3) _____
 - (4) _____
-

Item 2 When conducting contracting by negotiations, what are the required evaluation criteria?

Continued on next page

Lesson 2 Exercise, Continued

Item 3

Identify the actions an unsuccessful offeror can take when contracting by negotiations and the offeror does not fall within the competitive range.

Continued on next page

Lesson 2 Exercise, Continued

Item 4

Debriefing methods can be

- a. Oral
 - b. Written
 - c. Through the internet
 - d. All of the above
-

Continued on next page

Lesson 2 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	Reference Page
1	<ol style="list-style-type: none">(1) Solicitation was conducted using the uniformed or simplified contract format correctly.(2) The contractors submitted bids correctly.(3) Contracting officer ensures all requirements of law, executive orders, regulations, and other applicable procedures are met.(4) Award is made to a responsible and responsive bidder, advantageous to the Government, considering only price and price-related factors included in the Invitation to Bid.	5-20
2	<ul style="list-style-type: none">• Cost or price• Past performance• Technical• Cost information• Small business subcontracting	5-21
3	<ul style="list-style-type: none">• The contractor may request a preaward briefing by submitting a written request for debriefing to the contracting officer within 3 days after receipt of exclusion from competition.• At the contractor's request, the debriefing can be postponed until after the award.• If the contractor does not submit a timely request, the contractor need not be given either a preaward or a post award debriefing.	5-22

Summary

In this study unit, you learned an overview of the processes and procedures of contract award the contracting office must follow to support the warfighter and the foreign contractors.

In the next study unit, you will learn how to monitor contract performance and the administration processes.

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STUDY UNIT 6

PAYMENT METHODS

Overview

Introduction There are various payment methods that can be used in order to acquire materials and services. Each payment method has its own set of benefits and disadvantages. The payment methods that will be discussed in this lesson are not all-inclusive, but will provide you with the flexibility to satisfy the requirements you will face in a contingency environment.

Scope This study unit is designed to provide the necessary knowledge and techniques to properly prepare and administer the various payment instruments that can be used in a contingency environment.

In This Study Unit This study unit contains the following lessons:

Topic	See Page
Payment Instruments	6-3
Preparation of Payment Instrument Forms	6-11
Military Interdepartmental Purchase Request (MIPR)	6-27

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LESSON 1

PAYMENT INSTRUMENTS

Introduction

Scope Due to the nature of the contingency environment, not all payment instruments are effective or even possible. When selecting the payment instrument to be used, contingency-contracting personnel must ensure that the best method is used for the given situation.

Content This lesson provides you with the information needed to properly execute various payment instruments.

Learning Objectives At the end of this lesson, you will be able to

- Identify purchasing methods that can be used in a contingency environment.
- Identify the conditions used for the various purchasing methods.

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	6-3
Types of Payment Instruments	6-4
Conditions for Use	6-5
Lesson 1 Exercise	6-7

Types of Payment Instruments

General

Due to the nature of a contingency environment, not all purchasing instruments are adequate. When determining which payment instrument should be used, contingency-contracting personnel should select the method most suitable to the immediate requirement, and which will accomplish the transaction in the most efficient and economical manner.

Types

There are four basic purchase instruments that will give contingency-contracting personnel the flexibility to purchase most supplies and services in an austere environment. They are:

- Government Commercial Purchase Card (GCPC)
 - Purchase Order Invoice Voucher (Standard Form 44)
 - Purchase Order (DD Form 1155)
 - Uniform Contract Format (UCF)
-

Conditions for Use

**Government
Commercial
Purchase Card
(GCPC)**

GCPC program is designed to expedite small purchases and reduce contract administration. The CCO must designate in writing potential cardholders. Each cardholder is authorized a small purchase threshold of \$2,500 per purchase. Depending on the state of the contingency environment will determine whether or not GCPCs are used. In the case, where the environment has no financial infrastructure the GCPC will not be effective.

SF 44

The Purchase Order Invoice Voucher, SF 44, is primarily used for over-the-counter purchases when away from the purchasing office or at isolated activities. SF 44 purchase method will only be used when all other purchase methods are unsuitable and the following conditions are met:

- Transaction is not in excess of \$2,500
- Transaction for POL not in excess of \$10,000
- Supplies or services are immediately available
- One deliver and one payment will be made

Although a last resort, this payment method is commonly used in contingency environment due to the isolated nature of the purchasing agent.

DD Form 1155

The purchase order, DD Form 1155, can be used to purchase materials and non-personal services not to exceed \$25,000. The purchase order method should be used when it is desirable to have the terms of the transaction in writing or when there is more than one delivery or payment. A purchase order is signed by a purchasing officer (could be the CCO), which requests a vendor to provide the product or service listed in block 18 of DD Form 1155.

Continued on next page

Conditions for Use, Continued

**Uniform
Contract
Format (UCF)
for
Requirements
Over \$25,000**

All requirements over \$25,000 must use the Uniform Contract Format (UCF) discussed in Study Unit 4. In the event contractors in the contingency environment are unwilling to sign the standard contract, and the materials or service are necessary, conduct the following steps:

Step	Action
1	Write the contract as if the contractor is going to sign.
2	Witness that the contractor is willing to sign, and willing to do the work
3	Give the contractor the verbal authorization to proceed.

Although most materials and services purchased in a contingency environment will be below the \$25,000 threshold, there will be times when it is used.

Lesson 1 Exercise

Directions Complete exercise items 1 through 5 by performing the action required. Check your answer against those listed at the end of this lesson.

Item 1 List the four main purchasing methods that should be used in a contingency environment.

(1) _____

(2) _____

(3) _____

(4) _____

Item 2 What is the small purchase threshold of the GCPC?

- a. \$500
 - b. \$2,500
 - c. \$5,000
 - d. \$10,000
-

Item 3 Who is authorized to sign a purchase order (DD Form 1155)?

- a. Contracting office employee
 - b. Purchasing officer
 - c. Contingency contractor officer (CCO)
 - d. Commanding Officer
-

Continued on next page

Lesson 1 Exercise, Continued

Item 4

What is the purchase order invoice voucher normally used for?

- a. Over the counter purchases
 - b. Open market purchases
 - c. Electronic purchases
 - d. Blanket purchase agreements
-

Item 5

Which purchase instrument is used for purchases over \$25,000?

- a. DD Form 1155
 - b. SF 44
 - c. Uniform Contract Format
 - d. GCPC
-

Continued on next page

Lesson 1 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	Reference Page
1	<ul style="list-style-type: none">• GCPC• Purchase Order Invoice Voucher (Standard Form 44)• Purchase Order (DD Form 1155)• Uniform Contract Format (UCF)	6-4
2	b	6-5
3	d	6-5
4	a	6-5
5	c	6-6

Summary

In this lesson, you learned the types of payment instrument and their condition for use. In the next lesson, you will learn how to prepare the various payment instrument forms.

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LESSON 2

PREPARATION OF PAYMENT INSTRUMENT FORMS

Introduction

Scope There are several forms which contingency-contracting personnel must know how to fill out in order to purchase materials and supplies in a contingency environment. In-depth knowledge of the forms is required in order to ensure purchases are executed in accordance with federal statutes and service directives.

Content This lesson provides you with the information needed in order to properly prepare the various payment instruments.

Learning Objectives At the end of this lesson, you will be able to

- Review the DD Form 1155 for accuracy and completeness.
- Review the SF 44 for accuracy and completeness.
- Identify the entries required in preparing a blanket purchase agreement.

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	6-11
DD Form 1155, Purchase Order	6-12
SF 44, Purchase Order Invoice Voucher	6-15
Blanket Purchase Agreement (BPA)	6-19
Lesson 2 Exercise	6-22

DD Form 1155, Purchase Order

Preparation

The following blocks must be filled out on the DD Form 1155 when placing an order:

Block	Action
1	Enter the procurement instrument identification number (PIIN).
2	Enter the PIIN for deliver orders.
3	Enter the date of the order (example – 99 Nov 05).
4	Enter the applicable number authorizing the purchase.
5	Omit
6	Enter the name and address of the purchasing office, and enter in the code block the organization entity code of the contracting office.
7	If the office is listed in block 6, leave blank, if not, enter the name and address of the Defense Contract Administration Service or military activity responsible for administration service.
8	Indicate the f.o.b. point by checking the applicable box.
9	Enter the full business name and address of the contractor.
10	If a single date of delivery is applicable to the entire order, enter it here. Multiple deliver dates will be listed in the schedule and this block annotated “see schedule.”
11	Check this block if the contractor is a small business or minority concern.
12	Enter the discount terms for prompt payment.
13	Enter a reference to the block number containing the appropriate address to which invoices are to be mailed.
14	If a single ship-to point is applicable to the entire order, the name and address of that point may be entered in this block. Multiple ship-to-points will be shown in the schedule and this block annotated “see schedule.”
15	Enter the name and address of the activity making payment, and enter in the code block of the organization entity code of the paying office.
16	Indicate by checking the appropriate box whether the order is a purchase or deliver order, if a purchase order, make the following entries: <ul style="list-style-type: none"> • Identify the type of quotation on which the order is based. • Check fast payment procedure, if applicable. • Check appropriate box, if acceptance of the purchase order by the contractor is desired.

Continued on next page

DD Form 1155, Purchase Order, Continued

Preparation, continued

Block	Action
17	Enter the accounting classification applicable to the order.
18	Enter an item number for each item of supply or service separately identified.
19	Enter the national stock number (NSN) and complete description.
20	Enter the total quantity ordered for the line item.
21	Enter the unit of measure applicable to the line items described.
22	Enter the unit price applicable to the line items described.
23	Enter the extended dollar amount for each line item.
24	Type the contracting/ordering officer's name.
25	Enter the total dollar amount for all line items on the order.
26-42	Used in receiving and payment functions.

Continued on next page

DD Form 1155, Purchase Order, Continued

Sample Form

The following form is a blank DD Form 1155. The purchase order will be filled out in accordance with the previously stated instruction.

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF		
1. CONTRACT/PURCH ORDER/AGREEMENT NO.		2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD)	4. REQUISITION/PURCH REQUEST NO.	5. PRIORITY	
6. ISSUED BY			7. ADMINISTERED BY (If other than 6)		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule if other)</i>		
9. CONTRACTOR			10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD)		11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
12. DISCOUNT TERMS			13. MAIL INVOICES TO THE ADDRESS IN BLOCK				
14. SHIP TO			15. PAYMENT WILL BE MADE BY			MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. DELIVERY/ CALL	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.						
16. PURCHASE	Reference your _____ furnish the following on terms specified herein.						
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)	
If this box is marked, supplier must sign Acceptance and return the following number of copies:							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE							
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
24. UNITED STATES OF AMERICA	BY: _____ CONTRACTING/ORDERING					25. TOTAL	29. DIFFERENCE S
26. QUANTITY IN COLUMN 20 HAS BEEN	<input type="checkbox"/> INSPECTED	<input type="checkbox"/> RECEIVED	<input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED	27. SHIP. NO.	28. D.O. VOUCHER NO.	30. INITIALS	33. AMOUNT VERIFIED CORRECT FOR
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				31. PAYMENT	32. PAID BY	34. CHECK NUMBER	35. BILL OF LADING NO.
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.
37. RECEIVED AT	38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.	

DD FORM 1155, JAN 1998 (EG)

PREVIOUS EDITION MAY BE USED.

Designed using Perform Pro, WHS/OIOR, Jan 98

Purchase Order Invoice Voucher (SF 44)

Preparation

Instructions for completing the SF 44 follow:

- Form will be filled out in ball-point pen, indelible ink, or typewriter.
- Supplier's name and address must be printed in the space provided.
- Items ordered will be individually listed.
- Blocks relating to method of payment, voucher number, and certification that the "account is correct and proper for payment" will not be completed.
- In the "order number" block, enter the local purchase order numbering series.
- In the "date of order" block, enter the date of delivery or performance by the supplier.
- In the "furnish supplies or services" block, enter the name and address of the ordering activity.
- In the "description, quantity, unit price, and total amount" blocks of the supplies or services being purchased, enter the corresponding data.
- In the "agency name and mailing address" block, enter the words "Department of the Navy" and the name and address of the ordering activity.
- If a prompt payment discount is offered, the discount terms will be inserted in the space provided.
- In the "date invoice received" block, enter the date the copy is signed by the seller and returned to the ordering employee. In the "order by" block, enter the designated ordering employee who will sign their name.
- In the "purpose and accounting data" block, the project reference, limitation, and proper accounting data will be entered.
- In the "received by, title, and date" block, the employee receiving the material from the supplier will enter their name, title, and date material was received.

Continued on next page

Purchase Order Invoice Voucher (SF 44), Continued

Safekeeping Because the SF 44 is equivalent to a blank check, it must be safeguarded at all times. When not in the purchasing officer's possession, it shall be maintained in a safe.

Sample Form The following form is a blank SF 44. There are four copies of the form provided. When filling out, ensure that the appropriate entries are made on the correct copy (not all copies are identical). The purchase order invoice voucher will be filled out in accordance with the previous instructions.

Continued on next page

Blanket Purchase Agreement (BPA)

Purpose

The BPA is a simplified method of filling anticipated, repetitive needs for small quantities of supplies or services by establishing “charge accounts” with qualified sources of supply. The BPA is designed to reduce administrative costs in accomplishing small purchases by eliminating the need for issuing individual purchase documents. Once a BPA is established, contingency-contracting personnel can order materials and services by placing oral calls or sending informal memorandums to the supplier.

Continued on next page

Blanket Purchase Agreement (BPA), Continued

Format

BPA's can either be placed on DD Form 1155 or can be filled out on a blank piece of paper. A typical BPA format is provided below.

Blanket Purchase Agreement

FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Ordering Activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s).
Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.
This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Ordering Activity that works better and costs less.

Signatures

Agency _____ Date _____ Contractor _____ Date _____

BPA NUMBER _____

(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____ Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER *SPECIAL BPA DISCOUNT/PRICE

(2) Delivery: DESTINATION DELIVERY SCHEDULES / DATES

(3) The Ordering Activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.
(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:
OFFICE POINT OF CONTACT

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

Continued on next page

Blanket Purchase Agreement (BPA), Continued

Limitations

BPAs shall be used within the following limitations:

- A BPA can be used indefinitely, however, annual reviews must occur.
 - No single call may exceed \$25,000.
 - Only those personnel in the contracting organization shall make the placement of calls between \$2,500 and \$25,000.
 - Only those persons designated by name in the BPA shall place calls.
 - Calls shall not be placed against an expired BPA.
-

Required Entries

The following entries must be included in a BPA:

- BPA number
 - Description of Agreement
 - Pricing
 - Extent of Obligation
 - Call Limitation
 - Notice of Individuals Authorized to Place Calls and Dollar Limitations
 - Delivery Tickets
 - Place of Delivery and Receipt of Material
 - Invoices
 - Signature, File Maintenance, and Distribution
 - Fast Payment Procedures
 - Clauses
-

Lesson 2 Exercise

Directions Complete exercise items 1 through 2 by performing the action required. Check your answer against those listed at the end of this lesson.

Item 1 On the next page there is a completed purchase order DD Form 1155. There are three blocks that are missing required information. In the space provided below, list the block and the corresponding information that is required. Example: Block 2, delivery order needs to be entered (not an answer).

Block	Missing Information

Continued on next page

Lesson 2 Exercise, Continued

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 1
1. CONTRACT/PURCH ORDER/AGREEMENT NO. N00612-03-M-0567		2. DELIVERY ORDER/CALL NO.	3. DATE OF ORDER/CALL (YYYYMMDD)	4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE	5. PRIORITY
6. ISSUED BY Regional Contracting Dept Naval Supply Center Charleston, SC 29408 Smith, R.D. (803) 743-5443			7. ADMINISTERED BY (If other than 6) CODE	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER <small>(See Schedule if other)</small>	
9. CONTRACTOR NAME AND ADDRESS Baghdad Building Company 1900 Mohamed Drive Baghdad, Iraq		CODE	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) 2004FEB22	11. X IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
14. SHIP TO		CODE	15. PAYMENT WILL BE MADE BY SEE BLOCK 6		CODE N00612
16. TYPE OF ORDER DELIVERY/ CALL PURCHASE <input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your Telequote of 2003DEC15 with Mr. Sharif furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.			
NAME OF CONTRACTOR		SIGNATURE	TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE					
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED*	21. UNIT
0001	Fixture, lighting, 200 watt, watertight, non-magnetic REQ: N00612-3004-0082 ACR:AA			20.00	EA
0002	Canopy, Twin, Wheeler, Part Number EZ4 REQ: N00612-9004-0081 ACR:AB			100.00	EA
					\$0.00
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA	25. TOTAL \$3,228.00
BY: I. R. MARINE				CONTRACTING/ORDERING OFFICER	26. DIFFERENCES
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:					
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			28. SHIP. NO.	29. D.O. VOUCHER NO.	30. INITIALS
f. TELEPHONE NUMBER	g. E-MAIL ADDRESS		PARTIAL FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.			31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER	
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			35. BILL OF LADING NO.	
37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

DD FORM 1155, DEC 2001

PREVIOUS EDITION IS OBSOLETE.

Reset

Continued on next page

Lesson 2 Exercise, Continued

Item 2

On the next page there is a completed purchase order invoice voucher SF 44. There are three blocks that are missing required information. In the space provided below, list the block and the corresponding information that is required. Example: Date of order, date of order needs to be entered (not an answer).

Block	Missing Information

Continued on next page

Lesson 2 Exercise, Continued

Answers

The tables below list the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item 1

Block	Missing Information
3	The date of the order needs to be entered
14	The address on where the items are to be shipped needs to be entered
17	The appropriation data for each corresponding request needs to be entered

Item 2

Block	Missing Information
Order No.	The order number (PIIN) needs to be entered
Agency Name and Billing Address	The name and address of the agency receiving the supplies needs to be entered (Department of the Navy should be entered on the first line).
Purpose and Accounting Data	Appropriation data needs to be entered

Summary

In this lesson, you learned how to prepare a DD Form 1155, the SF 44, and a Blanket Purchase Agreement. In the next lesson, you will learn how to prepare a Military Interdepartmental Purchase Request (MIPR).

LESSON 3

MILITARY INTERDEPARTMENTAL PURCHASE REQUEST (MIPR)

Introduction

Scope The more joint the contingency operation becomes, the more likely the requirement to process MIPRs. Although not considered a payment instrument, MIPRs are the main form of inter-service payment.

Content This lesson provides you with the information needed in order to properly prepare a MIPR.

Learning Objectives At the end of this lesson, you will be able to

- Review MIPR for accuracy and completeness.
- Identify the purpose of the MIPR.

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	6-27
Purpose	6-28
Form Preparation	6-29
Lesson 3 Exercise	6-31

Purpose

Contingency Environment

More and more contingency operations are becoming joint in character. In a joint environment where different services are working with one another, there will be times where money must be exchanged between the services. An example of this might be when one service is providing materials or a service to another service. It is not uncommon that in a joint operation a lead service is designated and required to support the other services assigned to its command. The use of the MIPR is a common way of transferring funds from one service to another. Not only can the MIPR be used to transfer funds between services, but can also be used to transfer funds between the various agencies with the Department of Defense (DoD).

Form Preparation

Instructions

Below are the instructions for completing a MIPR (DD Form 448).

Block	Action
1	List the number of pages in the MIPR.
2	List the date of preparation.
5	List the MIPR number, which consists of the activity's Department of Defense Activity Address Code (DODAAC), the fiscal year and the MIPR sequence number, all separated by dashes.
6	List the amendment number unless it is the initial submittal, in which case list "Basic."
7	List the address of the unit/department that is receiving the MIPR.
8	List your activity's address with point of contact, phone and facsimile number.
9	(a) List item number. (b) List the description, ship to address and point of contact # if different from block 8; and any other special instructions. (c) List the quantity of the item required. (d) List the unit type. (e) List the estimated unit price. (f) List estimated total price.
11	List the total amount funded by your activity.
12	List the allotment data for transportation of supplies at Government expense.
13	List the billing address.
14	List the appropriation accounting data used to fund the purchase.
15-17	Self-explanatory.

Sample Form

The next page shows a sample MIPR (DD Form 448).

Continued on next page

Form Preparation, Continued

MILITARY INTERDEPARTMENTAL PURCHASE REQUEST					1. PAGE 1 OF _____ PAGES	
2. FSC	3. CONTROL SYMBOL NO.	4. DATE PREPAID	5. MIPR NUMBER	6. AMEND NO.		
7. TO:			8. FROM: (Agency, name, telephone number of originator)			
9. ITEMS <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT INCLUDED IN THE INTERSERVICE SUPPLY SUPPORT PROGRAM AND REQUIRED INTERSERVICE SCREENING REFUN ACCOMPLISHED						
ITEM NO.	DESCRIPTION <small>(FEDERAL STOCK NUMBER, NOMENCLATURE, SPECIFICATION AND/OR DRAWING No., etc.)</small>	QUANTITY	UNIT	ESTIMATED UNIT PRICE	ESTIMATED TOTAL PRICE	
a	b	c	d	e	f	
Be sure to include DODAAD, SHIP TO address and POC/TEL.						
10. SEE ATTACHED PAGES FOR DELIVERY SCHEDULES, PRESERVATION AND PACKAGING INSTRUCTION, SHIPPING INSTRUCTIONS AND INSTRUCTIONS FOR DISTRIBUTION OF CONTRACTS AND RELATED DOCUMENTS.					11. GRAND TOTAL	
12. TRANSPORTATION ALLOTMENT (Used if FOB Contractors' plant)			13. MAIL INVOICES TO (Payments will be made by)			
PAY OFFICE DODAAD						
14. FUNDS FOR PROCUREMENT ARE PROPERLY CHARGEABLE TO THE ALLOTMENTS SET FORTH BELOW, THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE ESTIMATED TOTAL PRICE.						
ACRN	APPROPRIATION	LIMIT/ SUBHEAD	SUPPLEMENTAL ACCOUNTING CLASSIFICATION	ACCTG STA DODAAD	AMOUNT	
15. AUTHORIZING OFFICER (Type name and title)			16. SIGNATURE		17. DATE	

DD FORM 418, JUN 72 (LG) PREVIOUS EDITION IS OBSOLETE. PerFORM (DLA)

Lesson 3 Exercise

Directions Complete exercise items 1 through 3 by performing the action required. Check your answer against those listed at the end of this lesson.

Item 1 On the next page there is a completed military interdepartmental purchase request (MIPR). There are two blocks that are missing required information. In the space provided below, list the block and the corresponding information that is required. Example: Block 3, control symbol number needs to be entered (not an answer).

Block	Missing Information

Item 2 Which block is the MIPR number placed?

- a. Block 11
 - b. Block 8
 - c. Block 6
 - d. Block 5
-

Item 3 What is a common way to transfer funds between services?

- a. MIPR
 - b. SF 44
 - c. Money transfer
 - d. None of the above
-

Continued on next page

Lesson 3 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	Reference Page
1	See table below	6-29
2	d	6-29
3	a	6-28

Block	Missing Information
5	MIPR number needs to be entered
14	Appropriation data needs to be entered

Summary

In this study unit, you learned the types of payment instruments that can be used in a contingency environment, how to prepare them, and how to prepare a MIPR for payments between services.

In the next study unit, you will learn about contract administration.

STUDY UNIT 7

CONTRACT ADMINISTRATION

Overview

Introduction

After a contract has been awarded, the contract has to be administered. There are many aspects to administering a contract ranging from monitoring the contractor's performance to closing out the contract. In a contingency environment, this is much more difficult than in an environment that possess a mature infrastructure.

Scope

Contract administration encompasses many activities, not all of which will be covered in this study unit. This study unit is designed to provide the necessary knowledge and techniques to properly modify contracts, process delivery orders under existing contracts, handle delinquent orders, monitor contractor performance, and closeout existing contracts.

In This Study Unit

This study unit contains the following lessons:

Topic	See Page
Modifications to Purchase Instruments	7-3
Processing Delivery Orders Under Existing Contracts	7-13
Contractor Performance	7-21
Contract Closeout	7-31

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LESSON 1

MODIFICATIONS TO PURCHASE INSTRUMENTS

Introduction

Scope There are many reasons why a purchase instrument might be modified. In order to correctly administer a contract, you must know how to correctly make changes to the various purchase instruments used in a contingency environment.

Content This lesson provides you with the information needed in order to properly modify various purchase instruments.

Learning Objectives At the end of the lesson, you will be able to

- Identify the definitions of unilateral and bilateral modifications
- Identify the form used to modify a purchase instrument.
- Review SF30 for accuracy and completeness.
- Identify the requirements for conducting an annual BPA review.

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	7-3
Types of Contract Modifications	7-4
Purchase Order Modifications	7-5
BPA Review	7-8
Lesson 1 Exercise	7-9

Types of Contract Modifications

Bilateral Modification

A bilateral modification is a contract modification that is signed by the contractor and the contracting officer. Bilateral modifications are used to:

- Make negotiated equitable adjustments resulting from the issuance of a change order
 - Definitize letter contracts
 - Reflect other agreements of the parties modifying the terms of contracts
-

Unilateral Modification

A unilateral modification is a contract modification that is signed only by the contracting officer. Unilateral modifications can be used to:

- Make administrative changes
 - Issue change orders
 - Make changes authorized by clauses other than a changes clause
 - Issue termination notices
-

Purchase Order Modifications

When Required If a purchase order is made that requires changes either because of incorrect information or a change in the order, a purchase order modification will be used.

Actions Required In the event a purchase order requires a modification, the following actions will be taken:

- Identify the order to be modified and assign a modification number
- Fill out an SF 30 (Modification to Contract)

In some cases, the contractor's written acceptance of a purchase order modification may be required. This is required when:

- Determined by the contracting officer to be necessary to ensure the contractor's compliance with the purchase order as revised
 - Required by agency regulations
-

Continued on next page

Purchase Order Modifications, Continued

SF 30 Instructions

The following is the information required to fill out the SF 30:

Block	Action
1	Insert the contract identification code as it appears on the contract being modified.
2	Insert the number for the corresponding modification.
3	Insert the issue date of the amendment.
4	Insert the purchase request number.
5	Insert the project number, if one is assigned.
6	Insert the name and address of the contracting office and code.
7	Insert the name and address if administered by someone other than block 6.
8	Insert the name and number of the contractor receiving the modification.
9	Leave blank.
10a	Insert the modification of contract or order number.
10b	Insert the date the form is prepared.
11	Leave blank.
12	Leave blank.
13a	Insert the authority authorizing the change.
13c	Leave blank.
13d	Leave blank.
13e	Insert an X in the box determining whether the contractor is required or not required to sign the document.
14	Insert the modification of the contract/order.
15a/b	Leave blank. This is for the contractor to sign.
16a/b/c	Insert contracting officer information and date.

Although this section focuses on purchase order changes, the SF 30 is also used to make changes to a contract. The same instructions apply.

Blank SF 30 Form

A blank SF 30 form is shown on the next page.

Continued on next page

Purchase Order Modifications, Continued

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(x) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF SIGNER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

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FAR (48 CFR) 53.243

BPA Review

When Required BPAs shall be reviewed at least annually to ensure that authorized procedures are being followed.

Contracting Officer Responsibilities The contracting officer that entered into the BPA shall

- Ensure that each BPA is reviewed at least annually and, if necessary, updated at that time
- Maintain awareness of changes in market conditions, sources of supply, and other pertinent factors that may warrant making new arrangements with different suppliers or modifying existing arrangements

Lesson 1 Exercise

Directions Complete exercise items 1 and 5 by performing the action required. Check your answers against those listed at the end of this lesson.

Item 1 A bilateral modification is a contract modification that is signed by the

- a. contractor and the contracting officer.
- b. contractor and the contracting clerk.
- c. purchasing officer and the contracting officer.
- d. supplier and the purchasing agent.

Item 2 A unilateral modification is a contract modification that is signed only by the

- a. contracting officer.
- b. contractor.
- c. supplier.
- d. purchasing agent.

Item 3 The _____ is used to modify a purchase instrument.

- a. SF 30
- b. SF 44
- c. DD Form 1155
- d. DD Form 350

Item 4 On the next page there is a completed SF30. There are two blocks that are missing required information. In the space provided below, list the block and the corresponding information that is required. Example: Block 1, contract ID code needs to be entered (not an answer).

Block	Missing Information

Continued on next page

Lesson 1 Exercise, Continued

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
	12/03/16	N00612-9093-0921		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Regional Contracting Department Naval Supply Center Charleston, SC 29408 (803) 743-1711	N00612			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
Easy Water Finders 19 South North Street Charleston, SC 29401				
				9B. DATED (SEE ITEM 11)
				10A. MODIFICATION OF CONTRACT/ORDER NO.
			X	10B. DATED (SEE ITEM 11)
				12/03/16
CODE 13479	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
ACR AA: 1791804 3020 000 57011 0 660951 2D 000000 02072182GE10

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	FAR 52.243-1 Changes Fixed Price
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) I. R. Marine Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) J. N. Doe Delivery Order Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

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Continued on next page

Lesson 1 Exercise, Continued

Item 5

How often should BPA be reviewed?

- a. Quarterly
 - b. Monthly
 - c. Annually
 - d. Bi-weekly
-

Continued on next page

Lesson 1 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	Reference Page
1	a	7-4
2	a	7-4
3	a	7-5
4	See table below	7-5, 7-6
5	c	7-8

Block	Missing Information
10A	The modification of contract/order no. needs to be entered
14	The description of amendment/modification needs to be entered

Summary

In this lesson, you learned the definitions of bilateral and unilateral modifications, when to use and how to fill out an SF 30, and when to conduct BPA reviews.

In the next lesson, you will learn how to process delivery orders under existing contracts.

LESSON 2

PROCESSING DELIVERY ORDERS UNDER EXISTING CONTRACTS

Introduction

Scope Delivery orders are commonly used in order to speed up the acquisition of materials. Full advantage should be taken to use delivery orders in a contingency environment.

Content This lesson provides you with the information needed in order to place a delivery order.

- Learning Objectives** At the end of the lesson, you will be able to
- Identify the definition of a delivery order.
 - Identify the requirements for processing delivery orders under existing contracts.
 - Identify how to determine if a given price is fair and reasonable.
-

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	7-13
Delivery Order	7-14
Form Preparation	7-15
Determining Fair and Reasonable Price	7-17
Lesson 2 Exercise	7-18

Delivery Order

Definition A delivery order is an order placed with a contractor against an existing contract.

Form Preparation

DD Form 1155 Instructions DD Form 1155 is the form used to process delivery orders. It should be filled out in accordance with lesson 2 in study unit 6. The following is additional information that must be included:

- The block entitled “delivery order” shall be checked to distinguish the transaction from a purchase order
- In block 1, enter the contract number against which the delivery order is being placed
- Enter the inspection, acceptance, delivery, invoice, and payment provisions to the extent not covered in the terms and conditions of the basic contract

Signatures The purchasing officer may designate commissioned officers, enlisted personnel, or civilian employees, in writing to sign delivery orders. Personnel so designated shall sign as ordering officer, not purchasing officer or contracting officer in Block 24 of the DD Form 1155.

Sample Form A sample DD form 1155 is on the next page.

Continued on next page

Determining Fair and Reasonable Price

General

Although when placing a delivery order, you are placing it against an existing contract or agreement, and you must continue to ensure that you are receiving a fair and reasonable price.

How to Determine

In a contingency environment, it may be difficult to determine a fair and reasonable price due to the potential lack of competition. Without adequate competition, a fair and reasonable price can be determined by

- Looking at previous prices paid
- Current pricelists
- Catalogs
- Advertisements
- Similar items in a related industry
- Conducting a value analysis

In a contingency environment, there may be circumstances where you are unable to gather appropriate information to determine if a price is fair and reasonable. In this situation you may have to rely on your own personal knowledge of the product or service.

Lesson 2 Exercise

Directions Complete exercise items 1 and 4 by performing the action required. Check your answers against those listed at the end of this lesson.

Item 1 An order placed with a contractor against an existing contract is a

- a. purchase order.
 - b. delivery order.
 - c. order.
 - d. purchase.
-

Item 2 What is the form used to process delivery orders?

- a. DD Form 1150
 - b. DD Form 1155
 - c. SF 44
 - d. SF 30
-

Continued on next page

Lesson 2 Exercise, Continued

Item 3

For this item, select

- a. if 1 and 2 are correct.
- b. if 2 and 3 are correct.
- c. if 3 and 4 are correct
- d. if only 4 is correct
- e. if all four are correct

How might you determine if a price is fair and reasonable?

- 1. Check current price lists
 - 2. Seek advertisements
 - 3. Look at catalogs
 - 4. Conduct value analysis
-

Continued on next page

Lesson 2 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	Reference Page
1	b	7-14
2	b	7-15
3	e	7-17

Summary

In this lesson, you learned how to prepare a delivery order and how to determine if a price is fair and reasonable.

In the next lesson, you will learn how to handle delinquent orders.

LESSON 3

CONTRACTOR PERFORMANCE

Introduction

Scope Upon awarding of a contract, the contractor's performance should be monitored. It is much harder to do this in a contingency environment due to the inability to maintain adequate surveillance on contractors, but still no less important. If contractors are not performing, the appropriate actions must be taken to handle the situation.

Content This lesson provides you with the information needed in order to follow up on delinquent orders and prepare delinquency letters.

- Learning Objectives** At the end of the lesson, you will be able to
- Identify the causes of delinquent orders.
 - Sequence the steps for following up on delinquent orders.
 - Identify the purpose of the cure notice.
 - Identify the purpose of the show cause notice.
-

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	7-21
Monitoring Performance	7-22
Delinquent Orders	7-23
Delinquency Letters	7-25
Lesson 3 Exercise	7-26

Monitoring Performance

General

In order to ensure that the service you have ordered is being adequately performed or the product you have requested is delivered on time, you must continually monitor contractor's performance. Because of the isolated nature of the CCO and the requirement to serve many customers over a large geographic area, many times adequate monitoring of contractors does not exist. In many cases, you will have to assume contractor's are performing and only intervene when you are notified by the customer that something has gone wrong.

Customer's Assistant

A potential remedy to not being able to adequately monitor a contractor's performance is to get assistance from the customer receiving the product or service. It is important to develop a good relationship with the customer and request assistance from him to play the monitor role. However, you must be careful. As the CCO, you are the only one able to bind the government. You must make it clear to the customer that their interaction with the contractor is very limited. They can report back to you the circumstances surrounding a problem with the contractor, but can do very little to remedy a faulty situation.

Delinquent Orders

Reasons Delinquent orders could occur for many reasons. Several of them are listed below.

- Lack of communication between contactor and government contracting personnel
 - Contractor irresponsibility
 - Problems associated with manufacturing
 - Problems associated with transportation
 - Third party interference
-

How to Resolve The following steps must be taken to identify and resolve a delinquent order:

Step	Action
1	Review pending orders for delinquent shipments.
2	Contact the contractor to determine the status of the overdue shipment and reason for its delinquency.
3	Negotiate with the contractor to determine the best course of action to resolve the delinquency.
4	Identify a new delivery date.
5	Document the action taken to resolve the delinquency and the contractor's response and place in contract files.
6	Contact customer informing them of the reason for delinquency and course of action taken to resolve the problem.

How to Avoid The best way to avoid delinquent orders is to develop a good working relationship with the contractor/supplier. A relationship based on trust and respect will minimize the number of delinquent orders encountered. If this type of relationship exists, and there is a delinquent order, it normally will be due to forces outside each party's control (third party error). However, it must be mentioned that in a contingency environment, you may not have your choice of contractors, and in many cases it will be a sole source purchase. Because of this you may find that you are frequently dealing with delinquent orders. You must again, get to know your contractor and truly assess his or her capabilities.

Continued on next page

Delinquent Orders, Continued

Default Clause When the contractor has defaulted by failure to make delivery of the supplies or to perform the services within the specified time, a notice of termination can be given.

Delinquency Letters

Cure Notice If a contract is to be terminated for default before the delivery date, a “Cure Notice” is required. This notice gives the contractor ten days in which to “cure” the failure or a termination of contract can occur.

Show Cause Notice If the time remaining in the contract delivery schedule is not sufficient to permit a realistic “cure” period of 10 days or more, a “Show Cause Notice” must be issued instead.

Excusable Delays The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor, and without his or her fault or negligence such as

- Acts of God
 - Acts of the public enemy
 - Acts of the Government in either its sovereign or contractual capacity
 - Fires
 - Floods
 - Epidemics
 - Quarantine restrictions
 - Strikes
 - Unusually severe weather
 - Delays of common carriers
-

Lesson 3 Exercise

Directions Complete exercise items 1 and 9 by performing the action required. Check your answers against those listed at the end of this lesson.

Item 1 For this item, select

- a. if 1 and 3 are correct.
- b. if 2 and 3 are correct.
- c. if 3 and 4 are correct
- d. if only 4 is correct
- e. if all four are correct

How might delinquent orders occur?

- 1. Lack of communication between contractor and Government contracting personnel
 - 2. Contractor irresponsibility
 - 3. Problems associated with manufacturing
 - 4. Third party interference
-

Continued on next page

Lesson 3 Exercise, Continued

Item 2 Through Item 7 Matching: For items 2 through 7, match the step in column 1 with the step in column 2.

Column 1

Step

- ___ 2. Step 1
- ___ 3. Step 2
- ___ 4. Step 3
- ___ 5. Step 4
- ___ 6. Step 5
- ___ 7. Step 6

Column 2

Description

- a. Contact the contractor to determine the status of the overdue shipment and reason for its delinquency.
- b. Identify new delivery date.
- c. Document the action taken to resolve the delinquency and the contractor's response and place in contract files.
- d. Review pending orders for delinquent shipments.
- e. Contact customer informing them of the reason for delinquency and course of action taken to resolve the problem.
- f. Negotiate with the contractor to determine the status of the overdue shipment and reason for its delinquency.

Item 8

What type of delinquency letter is required if a contract is to be terminated before a delivery date?

- a. Cure Notice
- b. Delinquency Notice
- c. Late Notice
- d. Show Cause Notice

Continued on next page

Lesson 3 Exercise, Continued

Item 9

A “Show Cause Notice” will be issued if the time remaining in the contract delivery schedule is not sufficient to permit a realistic “cure” period of _____ days or more.

- a. 10
 - b. 20
 - c. 30
 - d. 40
-

Continued on next page

Lesson 3 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	Reference Page
1	e	7-23
2	d	7-20
3	a	7-23
4	f	7-23
5	b	7-23
6	c	7-23
7	e	7-23
8	a	7-25
9	a	7-25

Summary

In this lesson, you learned about monitoring contractor's performance, how to follow up on delinquent orders, and about delinquency letters.

In the next lesson, you will learn about contract closeout.

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LESSON 4

CONTRACT CLOSEOUT

Introduction

Scope Contract closeout is the final action that must occur in order to complete a contract. This lesson will not cover in depth the contract closeout process due to the in-depth nature of the process. However, it will cover in enough detail so that you get a good understanding of the basic actions required to close a contract. Attention will also be given to the other purchase instruments, although they do not require the same process as a contract utilizing the uniform contract format (UCF).

Content This lesson provides you with the information needed in order to closeout a contract, purchase order, and the SF 44.

Learning Objectives At the end of the lesson, you will be able to

- Identify the purpose of the forms used to close out contracts.
- Identify when a contract is physically complete.

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	7-31
Uniform Contract Format	7-32
Closing Out Other Purchase Instruments	7-34
Lesson 4 Exercise	7-35

Uniform Contract Format

Contract Closeout Checklist

DD Form 1597 is an itemized contract closeout checklist that will assist in closing out a contract. The form lists the mandatory actions required in order to successfully closeout a contract. It should be used whenever closing out a contract that has been administered under the UCF. The checklist is provided below.

CONTRACT CLOSEOUT CHECK-LIST <i>(Continue on reverse for any comments)</i>				1. CONTRACT NUMBER		
3. NAME OF CONTRACTOR				2. CONTRACT MODIFICATION NUMBERS <i>(if applicable)</i>		
4. DATE OF PHYSICAL COMPLETION (YYMMDD)	5. ACTION ITEMS	6. MILESTONES/CALENDAR MONTHS AFTER PHYSICAL COMPLETION (FAR 4.804-1)			7. FORECAST COMPLETION DATE (YYMMDD)	8. DATE ACTION COMPLETED (YYMMDD) (NA if not applicable)
		Category 2	Category 3	Category 4		
	a. DISPOSITION OF CLASSIFIED MATERIAL COMPLETED					
	b. FINAL PATENT REPORT SUBMITTED <i>(Inventions Disclosures)</i> DD 882					
	c. FINAL ROYALTY REPORT SUBMITTED					
	d. FINAL PATENT REPORT CLEARED <i>(Inventions Disclosures)</i>					
	e. FINAL ROYALTY REPORT CLEARED					
	f. ISSUANCE OF REPORT OF CONTRACT COMPLETION					
	g. NO OUTSTANDING VALUE ENGINEERING CHANGE PROPOSAL (VECP)					
	h. PLANT CLEARANCE REPORT RECEIVED DD 1593					
	i. PROPERTY CLEARANCE RECEIVED DD 1593					
	j. SETTLEMENT OF ALL INTERIM OR DISALLOWED COSTS (DCAA Form 1)					
	k. PRICE REVISION COMPLETED					
	l. SETTLEMENT OF SUBCONTRACTS BY THE PRIME CONTRACTOR					
	m. PRIOR YEAR OVERHEAD RATES COMPLETED					
	n. CONTRACTOR'S CLOSING STATEMENT RECEIVED					
	o. FINAL SUBCONTRACTING PLAN REPORT SUBMITTED					
	p. TERMINATION DOCKET COMPLETED DD 1593					
	q. CONTRACT AUDIT COMPLETED					
	r. CONTRACTOR'S CLOSING STATEMENT COMPLETED					
	s. FINAL VOUCHER SUBMITTED SF 1034					
	t. FINAL PAID VOUCHER RECEIVED SF 1034					
	u. FINAL REMOVAL OF EXCESS FUNDS RECOMMENDED					
	v. ISSUANCE OF CONTRACT COMPLETION STATEMENT (Or MILSCAP Format Identifier PK9)	6	36	20		
	w. OTHER REQUIREMENTS COMPLETED (Specify)					
9. RESPONSIBLE OFFICIAL						
a. TYPED NAME (Last, First, Middle Initial)			b. TITLE			
c. SIGNATURE (Sign only upon completion of all actions)				d. DATE SIGNED (YYMMDD)		

DD Form 1597, NOV 88 (EG)

Previous editions are obsolete.

Designed using Perform Pro, WHS/DIOR, May 97

Continued on next page

Uniform Contract Format, Continued

Time Standards The following table lists the time allotted for each type of contract allowed in a contingency environment.

Contract Type	Calendar Months
Simplified Acquisition Procedures	Evidence of receipt and final payment
All other Firm Fixed Priced (FFP) contracts	6 Months

Determining if a Contract is Physically Complete

In order to close out a contract, it must meet the conditions of being physically complete. They are

- Deliverables must be inspected and accepted
 - All options, if any have expired
 - A notice of complete contract termination has been issued to the contractor
-

Closeout Complete

Contract closeout occurs when the contracting officer signs DD Form 1594, the contract completion record, or any other prescribed completion record.

Closing Out Other Purchase Instruments

General	Unlike a standard contract, the remaining purchase instruments do not have to under go the in-depth contract closeout process. The remaining purchase instruments are considered complete under different circumstances.
SF 44	The SF 44 is not required to be closed since it is used as an instrument to conduct a one-time purchase with a one-time payment.
DD Form 1155, Purchase Order	A purchase order is considered complete upon the contractor's submission of the invoice for payment by the government, and DFAS pays the bill.

Lesson 4 Exercise

Directions Complete exercise items 1 and 3 by performing the action required. Check your answers against those listed at the end of this lesson.

Item 1 For both forms in the table below, write the name and purpose of the form in the space provided.

ID	Name	Purpose

Item 2 What are the three conditions that must be met in order for a contract to be physically complete?

- (1) _____
- (2) _____
- (3) _____
-

Item 3 When does contract closeout occur?

- a. When the contracting officer signs DD Form 1594
 - b. When the contracting officer signs DD Form 1155
 - c. When the contractor signs DD Form 1594
 - d. None of the above
-

Continued on next page

Lesson 4 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	Reference Page
1	See table below	7-32
2	<ul style="list-style-type: none">• Deliverables must be inspected and accepted• All options, if any have expired• A notice of complete contract termination has been issued to the contractor	7-33
3	a	7-34

ID	Name	Purpose
DD1597	Contract Close-out Checklist	Itemized checklist for closing out a contract. It lists all mandatory actions required in order to close the contract.
DD 1594	Contract Completion Record	Form used to closeout a contract. Contract is considered closed when the contracting officer signs this form.

Summary

In this study unit, you learned how to make modifications to purchase instruments, process orders under existing contracts, track contractor's performance, and contract closeout.

In the next study unit, you will learn about reports and files.

STUDY UNIT 8

REPORTING REQUIREMENTS AND DOCUMENTATION

Overview

Content It is very important that the CCO maintain complete and accurate files and reports are processed in a timely manner. Accurate files will help ensure the efficiency of the contract office and reports submitted in a timely manner will ensure visibility at higher headquarters.

Scope This study unit is designed to provide the necessary knowledge and techniques to help you properly prepare and submit reports and to maintain appropriate contract files.

In This Study Unit The study unit contains the following lessons:

Topic	See Page
Reports	8-3
Files	8-23

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LESSON 1

REPORTS

Introduction

Scope There are many reports submitted to various external agencies within the contracting hierarchy. This lesson will only address some of the key reports required. The reports addressed in this lesson are crucial to the efficiency and accountability of the contract office.

Content This lesson provides you with the information needed to properly submit various contracting reports.

Learning Objectives At the end of this lesson, you will be able to

- Identify the type of contracting actions not requiring reporting.
- Determine the requirements for submitting DD Form 1057.
- Determine the requirements for submitting an Individual Contracting Action Report (DD Form 350).
- Determine the requirements for submitting a receiving report (DD Form 250).
- Determine the valid entries for the required fields on the Receiving Report.
- Identify the corrective measures to take to correct a Receiving Report.

Continued on next page

Introduction, Continued

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	8-3
Type of Contracting Actions	8-5
Monthly Summary of Contracting Actions (D Form 1057)	8-7
Individual Procurement Action Report (DD Form 350)	8-11
Material Inspection and Receiving Report (DD Form 250)	8-16
Lesson 1 Exercise	8-19

Types of Contracting Actions

Definition

Contracting action means any action related to the purchasing, renting, or leasing of supplies, services, or construction. The term does not include grants or cooperative agreements. The term includes, but is not limited to, the following:

- Definitive contracts, including notices of award
- Letter contracts
- Purchase orders
- Purchases made using the Government wide commercial purchase card
- Actions for purchase of land or rental or lease of real property
- Orders under existing contracts or agreements
- Contract modifications

It is important to understand the meaning of contract actions so that when required to submit reports, it is understood what actions in the contingency environment are suppose to be reported.

Forms

The two main forms that the majority of contracting actions are reported on are the DD Form 1057 and the DD Form 350. By reporting the various contracting actions that have occurred, higher authorities can obtain a visibility of the type and location of the various contracting actions taking place.

Continued on next page

Types of Contracting Actions, Continued

Actions Not Requiring Reporting

The condition of the infrastructure of the contingency environment that you are operating in will determine the type of payment instrument you will use in acquiring a product or service. If the infrastructure is immature, where there is not an established economy, many of the purchasing actions will be accomplished through purchase instruments that do not require reporting on DD Form 350 or DD Form 1057. The following actions do not require reporting on either the DD Form 350 or DD Form 1057. These actions are

- Imprest fund transactions (used in a contingency)
- SF 44 purchases (used in a contingency)
- Micro-purchases obtained through use of the Government-wide commercial purchase card (GCPC) (potential use in a contingency)
- Transactions that cite only nonappropriated funds
- Transactions for purchase of land, or rental or lease of real property, when the General Services Administration (GSA) executes the action
- Orders from GSA stock and the GSA Consolidated Purchase Program
- Transactions that involve Government bills of lading or transportation requests, except orders placed under Regional Storage Management Office basic ordering agreements
- Requisitions transferring supplies within or among the departments or agencies
- Orders placed by other contracting activities against indefinite-delivery contracts

Although these transactions are considered contracting actions, they are captured on other reporting forms that will not be discussed in this lesson.

Monthly Procurement Summary Report (DD Form 1057)

**Types of
Actions
Requiring
Reporting**

Most purchasing action within a contingency environment will be captured on the DD Form 1057. Specifically, actions that obligate or de-obligate no more than \$200,000, and support a contingency operation or humanitarian or peacekeeping operation will be listed on DD Form 1057.

All contracting actions that are awarded, issued, executed, or placed in that given month must be reported.

**Submission
Requirements**

All DD Form 1057s must be submitted prior to the last day of the calendar month.

**Departmental
Data Collection
Point**

The Departmental Data Collection Point for the Marine Corps is the Fleet Industrial Supply Center, Norfolk Detachment Washington, DC. However, all reports will be sent to CMC (LBO-3) for consolidation prior to submission.

**Report
Preparation**

For complete instructions on how to fill out DD Form 1057 refer to section 253.204-71 of the Defense Federal Acquisition Regulation Supplement (DFARS).

Continued on next page

Monthly Procurement Summary Report (DD Form 1057), Continued

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Form 1057**

MONTHLY SUMMARY OF CONTRACTING ACTIONS

Report Control Symbol DD-AT&L(M)1015

Section A – General Information

A1 Report Month _____
 A2 Name of Contracting Office
 A2a Name _____
 A2b Address _____
 A3 Contracting Office Codes
 A3a Reporting Agency FIPS 95 Code _____
 A3b Contracting Office Code _____

Section B – Contracting Actions

	(1) Category	(2) Actions	(3) Dollars
B1	Tariff or Regulated Acquisitions	_____	_____
B2	<u>Foreign or Interagency</u>	_____	_____
B2a	FMS or International Agreements	_____	_____
B2b	Actions with UNICOR	_____	_____
B2c	Actions with Other Government Agencies	_____	_____
B3	<u>Small Business</u>	_____	_____
B3a	Simplified Acquisition Procedures	_____	_____
B3b	GSA Schedule Orders	_____	_____
B3c	Other Federal Schedule Orders	_____	_____
B3d	All Other Orders	_____	_____
B3e	Other Contracting Actions	_____	_____
B4	<u>Large Business</u>	_____	_____
B4a	Simplified Acquisition Procedures	_____	_____
B4b	GSA Schedule Orders	_____	_____
B4c	Other Federal Schedule Orders	_____	_____
B4d	All Other Orders	_____	_____
B4e	Other Contracting Actions	_____	_____
B5	<u>Domestic or Foreign Entities Performing Outside the U.S.</u>	_____	_____
B5a	Simplified Acquisition Procedures	_____	_____
B5b	GSA Schedule Orders	_____	_____
B5c	Other Federal Schedule Orders	_____	_____
B5d	All Other Orders	_____	_____
B5e	Other Contracting Actions	_____	_____
B6	<u>Educational</u>	_____	_____
B6a	Simplified Acquisition Procedures	_____	_____
B6b	GSA Schedule Orders	_____	_____
B6c	Other Federal Schedule Orders	_____	_____
B6d	All Other Orders	_____	_____
B6e	Other Contracting Actions	_____	_____
B7	<u>Nonprofit and Other</u>	_____	_____
B7a	Simplified Acquisition Procedures	_____	_____
B7b	GSA Schedule Orders	_____	_____
B7c	Other Federal Schedule Orders	_____	_____
B7d	All Other Orders	_____	_____
B7e	Other Contracting Actions	_____	_____

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Monthly Procurement Summary Report (DD Form 1057), Continued

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1057, continued**

MONTHLY SUMMARY OF CONTRACTING ACTIONS

Report Control Symbol DD-AT&L(M)1015

(1) Category	(2) Actions	(3) Dollars
B8 <u>Total Contracting Actions</u>	_____	_____
B8a Simplified Acquisition Procedures	_____	_____
B8b GSA Schedule Orders	_____	_____
B8c Other Federal Schedule Orders	_____	_____
B8d All Other Orders	_____	_____
B8e Other Contracting Actions	_____	_____
B9 Total Modifications Excluding Simplified Acquisition Procedures	_____	_____
<u>Section C – Extent Competed</u>		
C1 <u>Competed</u>	_____	_____
C1a Small Business Concerns	_____	_____
C1b Large Business Concerns	_____	_____
C1c Domestic or Foreign Entities Performing Outside the U.S.	_____	_____
C1d Educational	_____	_____
C1e Nonprofit and Other	_____	_____
C2 <u>Not Available for Competition</u>	_____	_____
C2a Small Business Concerns	_____	_____
C2b Large Business Concerns	_____	_____
C2c Domestic or Foreign Entities Performing Outside the U.S.	_____	_____
C2d Educational	_____	_____
C2e Nonprofit and Other	_____	_____
C3 <u>Not Competed</u>	_____	_____
C3a Small Business Concerns	_____	_____
C3b Large Business Concerns	_____	_____
C3c Domestic or Foreign Entities Performing Outside the U.S.	_____	_____
C3d Educational	_____	_____
C3e Nonprofit and Other	_____	_____
<u>Section D – RDT&E Actions</u>		
D1 Small Business	_____	_____
D2 Large Business	_____	_____
D3 Domestic or Foreign Entities Performing Outside the U.S.	_____	_____
D4 Historically Black Colleges and Universities (HBCU)	_____	_____
D5 Minority Institutions (MI)	_____	_____
D6 Other Educational	_____	_____
D7 Other Entities	_____	_____

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Monthly Procurement Summary Report (DD Form 1057), Continued

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1057, continued**

MONTHLY SUMMARY OF CONTRACTING ACTIONS

Report Control Symbol DD-AT&L(M)1015

	(1) Category	(2) Actions	(3) Dollars
<u>Section E – Selected Socioeconomic</u>			
<u>Statistics</u>			
E1	<u>Small Business (SB) Set-Aside</u>		
E1a	SB Set-Aside Using Simplified Acquisition Procedures		
E1b	SB Set-Aside		
E1c	Reserved		
E2	<u>Small Disadvantaged Business (SDB)</u>		
<u>Actions</u>			
E2a	Through SBA—Section 8(a)		
E2b	SDB Set-Aside, SDB Preference, or SDB Evaluation Adjustment		
E2c	SB Set-Aside Using Simplified Acquisition Procedures		
E2d	SB Set-Aside		
E2e	Other		
E3	SDB Federal Schedule Orders		
E4	Women-Owned Small Business		
E5	Women-Owned Small Business Federal Schedule Orders		
E6	HBCU		
E7	MI		
E8	JWOD Participating Nonprofit Agencies		
E9	Exempt from Small Business Act Requirements		
E10	<u>HUBZone</u>		
E10a	HUBZone Set-Aside		
E10b	HUBZone Price Evaluation Preference		
E10c	HUBZone Sole Source		
E10d	HUBZone Concern – Other		
E11	Service-Related Disabled Veteran-Owned Small Business		
E12	Other Veteran-Owned Small Business		
<u>Section F – Simplified Acquisition Procedures – Ranges</u>			
F1	\$0.01 to \$2,500.00		
F2	\$2,500.01 to \$10,000.00		
F3	\$10,000.01 to \$25,000.00		
<u>Section G – Contingency Actions</u>			
G1	<u>Total Actions</u>		
G1a	Competed		
G1b	Not Available for Competition		
G1c	Not Competed		
<u>Section H – Remarks and Authentication</u>			
H1	Remarks: _____		
H2	<u>Contracting Officer</u>		
H2a	Name _____		
H2b	Signature _____		
H2c	Telephone Number _____		
H2d	Date Report Submitted (yyyymmdd) _____		

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Individual Procurement Action Report (DD Form 350)

Types of Actions Requiring Reporting All procurement actions of \$25,000 or more will be reported on the DD Form 350.

Submission Requirements Submit all completed DD Form 350s on a daily basis. The signed original and one copy along with a copy of the purchase instrument will be forwarded.

Departmental Data Collection Point The Departmental Data Collection Point for the Marine Corps is the Fleet Industrial Supply Center, Norfolk Detachment Washington, DC. However, all reports will be sent to CMC (LBO-3) for consolidation prior to submission.

Report Preparation For complete instructions on how to fill out DD Form 350 refer to section 253.204-70 of the Defense Federal Acquisition Regulation Supplement (DFARS).

Continued on next page

Individual Procurement Action Report (DD Form 350), Continued

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INDIVIDUAL CONTRACTING ACTION REPORT

Report Control Symbol DD-AT&L(M)1014

- A1 Type of Report ____ (0) Original; (1) Canceling; or (2) Correcting
A2 Report Number _____
A3 Contracting Office
A3A Reporting Agency FIPS 95 Code _____
A3B Contracting Office Code _____
A4 Name of Contracting Office _____
- B1 Contract Identification Information
B1A Contract Number _____
B1B Origin of Contract ____ (A) DoD; (B) NASA; or (C) Other Non-DoD Agency
B1C Bundled Contract ____ (Y) Yes; or (N) No
B1D Bundled Contract Exception ____ (A) Mission Critical; (B) OMB Circular A-76; or (C) Other
B1E Performance-Based Service Contract ____ (Y) Yes; or (N) No
B2 Modification, Order, or Other ID Number
B2A Order, or Other ID Number _____
B2B Modification Number _____
B3 Action Date (yyymmdd) _____
B4 Completion Date (yyymmdd) _____
B5 Contractor Identification Information
B5A Contractor Identification Number (DUNS) _____
B5B Government Agency ____ (Y) Yes; or (N) No
B5D Contractor Name and Division Name
Contractor _____
Division _____
B5E Contractor Address
Street or PO Box _____
City or Town _____
State or Country _____ Zip Code _____
B5F Taxpayer Identification Number _____
B5G Parent Taxpayer Identification Number _____
B5H Parent Name _____
B6 Principal Place of Performance
B6A City or Place Code _____
B6B State or Country Code _____
B6C City or Place and State or Country Name _____
B7 Type Obligation ____ (1) Obligation; (2) Deobligation; or (3) No Dollars Obligated or Deobligated
B8 Obligated or Deobligated Dollars (Enter Whole Dollars Only) _____
B9 Foreign Military Sale ____ (Y) Yes; or (N) No
B10 Multiyear Contract ____ (Y) Yes; or (N) No
B11 Total Estimated Contract Value (Enter Whole Dollars Only) _____
B12 Principal Product or Service
B12A Federal Supply Class or Service Code _____
B12B DoD Claimant Program Code _____
B12C MDAP, MAIS, or Other Program Code _____

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Continued on next page

Individual Procurement Action Report (DD Form 350), Continued

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continued

INDIVIDUAL CONTRACTING ACTION REPORT

Report Control Symbol DD-AT&L(M)1014

- B12D NAICS Code _____
- B12E Name or Description _____
- B12F EPA-Designated Product(s) ____ (A) EPA-Designated Product(s) with Minimum Recovered Material Content; (B) FAR 23.405(c)(1) Justification; (C) FAR 23.405(c)(2) Justification; (D) FAR 23.405(c)(3) Justification; or (E) No EPA-Designated Product(s) Acquired
- B12G Recovered Material Clauses ____ (A) FAR 52.223-4; or (B) FAR 52.223-4 and FAR 52.223-9
- B13 Kind of Action
- B13A Contract or Order ____ (1) Letter Contract; (3) Definitive Contract; (4) Order under an Agreement; (5) Order under Indefinite-Delivery Contract; (6) Order under Federal Schedule; (7) BPA Order under Federal Schedule; (8) Order from UNICOR or JWOD; or (9) Award under FAR Part 13
- B13B Type of Indefinite-Delivery Contract ____ (A) Requirements Contract (FAR 52.216-21); (B) Indefinite-Quantity Contract (FAR 52.216-22); or (C) Definite-Quantity Contract (FAR 52.216-20)
- B13C Multiple or Single Award Indefinite-Delivery Contract ____ (M) Multiple Award; or (S) Single Award
- B13D Modification ____ (A) Additional Work (new agreement); (B) Additional Work (other); (C) Funding Action; (D) Change Order; (E) Termination for Default; (F) Termination for Convenience; (G) Cancellation; (H) Exercise of an Option; or (J) Definitization
- B13E Multiple Award Contract Fair Opportunity ____ (A) Fair Opportunity Process; (B) Urgency; (C) One/Unique Source; (D) Follow-On Contract; or (E) Minimum Guarantee
- B13F Indefinite-Delivery Contract Use ____ (A) Government-Wide; (B) DoD-Wide; (C) DoD Department or Agency Only; or (D) Contracting Office Only
- B13G Indefinite-Delivery Contract Ordering Period Ending Date (yyymmdd) _____
- B14 CICA Applicability ____ (A) Pre-CICA; (B) CICA Applicable; (C) Simplified Acquisition Procedures Other than FAR Subpart 13.5; or (D) Simplified Acquisition Procedures Pursuant to FAR Subpart 13.5
- B15 Information Technology Products or Services ____ (A) Commercially Available Off-the-Shelf Item; (B) Other Commercial Item of Supply; (C) Nondevelopmental Item Other than Commercial Item; (D) Other Noncommercial Item of Supply; (E) Commercial Service; or (F) Noncommercial Service.
- B16 Clinger-Cohen Act Planning Compliance ____ (Y) Yes; or (N) No

Do not complete Part C if Line B5B is coded Y.

- C1 Synopsis ____ (A) Synopsis Only; (B) Combined Synopsis/Solicitation; or (N) Not Synopsized
- C2 Reason Not Synopsized ____ (A) Urgency; (B) FAR 5.202(a)(13); (C) SBA/OFPP Pilot Program; or (Z) Other Reason
- C3 Extent Competed ____ (A) Competed Action; (B) Not Available for Competition; (C) Follow-On to Competed Action; or (D) Not Competed
- C4 Sea Transportation ____ (Y) Yes - Positive Response to DFARS 252.247-7022 or 252.212-7000(c)(2); (N) No - Negative Response to DFARS 252.247-7022 or 252.212-7000(c)(2); or (U) Unknown - No Response or Provision Not Included in Solicitation

Individual Procurement Action Report (DD Form 350), Continued

Blank DD Form 350, continued

INDIVIDUAL CONTRACTING ACTION REPORT

Report Control Symbol DD-AT&L(M)1014

- C5 Type of Contract ____ (A) Fixed-Price Redetermination; (J) Firm-Fixed-Price; (K) Fixed-Price Economic Price Adjustment; (L) Fixed-Price Incentive; (M) Fixed-Price-Award-Fee; (R) Cost-Plus-Award-Fee; (S) Cost Contract; (T) Cost-Sharing; (U) Cost-Plus-Fixed-Fee; (V) Cost-Plus-Incentive-Fee; (Y) Time-and-Materials; or (Z) Labor-Hour
- C6 Number of Offerors Solicited ____ (1) One; or (2) More than One
- C7 Number of Offers Received _____
- C8 Solicitation Procedures ____ (A) Full and Open Competition – Sealed Bid; (B) Full and Open Competition – Competitive Proposal; (C) Full and Open Competition – Combination; (D) Architect-Engineer; (E) Basic Research; (F) Multiple Award Schedule; (G) Alternative Sources; (K) Set-Aside; or (N) Other than Full and Open Competition
- C9 Authority for Other Than Full and Open Competition ____ (1A) Unique Source; (1B) Follow-On Contract; (1C) Unsolicited Research Proposal; (1D) Patent or Data Rights; (1E) Utilities; (1F) Standardization; (1G) Only One Source – Other; (2A) Urgency; (3A) Particular Sources; (4A) International Agreement; (5A) Authorized by Statute; (5B) Authorized Resale; (6A) National Security; or (7A) Public Interest
- C10 Subject to Labor Standards Statutes ____ (A) Walsh-Healey Act; (C) Service Contract Act; (D) Davis-Bacon Act; or (Z) Not Applicable
- C11 Cost or Pricing Data ____ (Y) Yes – Obtained; (N) No – Not Obtained; or (W) Not Obtained - Waived
- C12 Contract Financing ____ (A) FAR 52.232-16; (C) Percentage of Completion Progress Payments; (D) Unusual Progress Payments or Advance Payments; (E) Commercial Financing; (F) Performance-Based Financing; or (Z) Not Applicable
- C13 Foreign Trade Data
- C13A Place of Manufacture ____ (A) U.S.; or (B) Foreign
- C13B Country of Origin Code _____
- C14 Commercial Item ____ (Y) Yes – FAR 52.212-4 Included; or (N) No – FAR 52.212-4 Not Included

Do not complete Part D if Line B5B is coded Y or if Line B13A is coded 6.

- D1 Type of Contractor
- D1A Type of Entity ____ (A) Small Disadvantaged Business (SDB) Performing in U.S.; (B) Other Small Business (SB) Performing in U.S.; (C) Large Business Performing in U.S.; (D) JWOD Participating Nonprofit Agency; (F) Hospital; (L) Foreign Concern or Entity; (M) Domestic Firm Performing Outside U.S.; (T) Historically Black College or University (HBCU); (U) Minority Institution (MI); (V) Other Educational or (Z) Other Nonprofit
- D1B Women-Owned Business ____ (Y) Yes; (N) No; or (U) Uncertified
- D1C HUBZone Representation ____ (Y) Yes; or (N) No
- D1D Ethnic Group ____ (A) Asian-Indian American; (B) Asian-Pacific American; (C) Black American; (D) Hispanic American; (E) Native American; (F) Other SDB Certified or Determined by SBA; or (Z) No Representation
- D1E Veteran-Owned Small Business ____ (A) Service-Disabled Veteran; or (B) Other Veteran

Individual Procurement Action Report (DD Form 350), Continued

Blank DD Form 350, continued

INDIVIDUAL CONTRACTING ACTION REPORT

Report Control Symbol DD-AT&L(M)1014

- D2 Reason Not Awarded to SDB ____ (A) No Known SDB Source; (B) SDB Not Solicited; (C) SDB Solicited and No Offer Received; (D) SDB Solicited and Offer Was Not Low; or (Z) Other Reason
- D3 Reason Not Awarded to SB ____ (A) No Known SB Source; (B) SB Not Solicited; (C) SB Solicited and No Offer Received; (D) SB Solicited and Offer Was Not Low; or (Z) Other Reason
- D4 Set-Aside or Preference Program
- D4A Type of Set-Aside ____ (A) None; (B) Total SB Set-Aside; (C) Partial SB Set-Aside; (D) Section 8(a) Set-Aside or Sole Source; (E) Total SDB Set-Aside; (F) HBCU or MI – Total Set-Aside; (G) HBCU or MI – Partial Set-Aside; (H) Very Small Business Set-Aside; (J) Emerging Small Business Set-Aside; (K) HUBZone Set-Aside or Sole Source; (L) Combination HUBZone and 8(a)
- D4B Type of Preference ____ (A) None; (B) SDB Price Evaluation Adjustment – Unrestricted; (C) SDB Preferential Consideration - Partial SB Set-Aside; (D) HUBZone Price Evaluation Preference; or (E) Combination HUBZone Price Evaluation Preference and SDB Price Evaluation Adjustment
- D4C Premium Percent _____
- D7 Small Business Innovation Research (SBIR) Program ____ (A) Not a SBIR Program Phase I, II, or III; (B) SBIR Program Phase I Action; (C) SBIR Program Phase II Action; or (D) SBIR Program Phase III Action
- D8 Subcontracting Plan - SB, SDB, HBCU, or MI ____ (A) Plan Not Included – No Subcontracting Possibilities; (B) Plan Not Required; (C) Plan Required – Incentive Not Included; or (D) Plan Required – Incentive Included
- D9 Small Business Competitiveness Demonstration Program ____ (Y) Yes; or (N) No
- D10 Size of Small Business ____
- | | | |
|-----------|-----------------|--------------------------------------|
| Employees | (A) 50 or fewer | Annual Gross Revenues |
| | (B) 51 - 100 | (M) \$1 million or less |
| | (C) 101 - 250 | (N) Over \$1 million - \$2 million |
| | (D) 251 - 500 | (P) Over \$2 million - \$3.5 million |
| | (E) 501 - 750 | (R) Over \$3.5 million - \$5 million |
| | (F) 751 - 1000 | (S) Over \$5 million - \$10 million |
| | (G) Over 1000 | (T) Over \$10 million - \$17 million |
| | | (U) Over \$17 million. |
- D11 Emerging Small Business ____ (Y) Yes; or (N) No
- E1 Contingency, Humanitarian, or Peacekeeping Operation ____ (Y) Yes; or Leave Blank
- E2 Cost Accounting Standards Clause ____ (Y) Yes; or Leave Blank
- E3 Requesting Agency Code (FIPS 95) _____
- E4 Requesting Activity Code _____
- E5 Number of Actions _____
- E6 Payment by Governmentwide Purchase Card ____ (Y) Yes; or Leave Blank
- F1 Name of Contracting Officer or Representative _____
- F2 Signature _____
- F3 Telephone Number _____
- F4 Date (yyymmdd) _____

DD FORM 350, OCT 2003

4

Reset

Material Inspection and Receiving Report (DD Form 250)

General

There is potential to have to process Receiving Reports in a contingency environment. Although this will not generally be required when dealing with local contractors, in today's operations there are many instances where U.S. contractors will be located at the contingency. Receiving Reports will be filled out by the contractor and sent along with the product to the receiving activity. It is up to the receiving activity to ensure that the receiving report is filled out correctly and forwarded for payment.

Purpose

The DD Form 250 is a multipurpose report used for the following:

- Provides evidence of Government contract quality assurance at origin or destination
 - Provides evidence of acceptance at origin or destination
 - Packing lists
 - Receiving
 - Shipping
 - Contractor invoice
 - Commercial invoice support
-

Required Information

Although there is a specific format for the Receiving Report (DD Form 250), when inspecting the form for correctness is must include the following information:

- The procurement or other authorizing document number
 - Description of supplies delivered or of services performed
 - Quantities of goods or services received and accepted or rejected
 - The date supplies were actually delivered or services were actually performed, **not** the date the receiving report or acceptance document was completed and signed
 - The date merchandise or services were accepted or conforming with the procurement document by the designated government official responsible for acceptance, his/her signature, printed name, phone number, title, and mailing address
-

Continued on next page

Material Inspection and Receiving Report (DD Form 250), Continued

Submission Requirements

Once you receive the DD Form 250 you are responsible for completing and sending receiving reports to the appropriate Defense Finance and Accounting Service (DFAS) unless otherwise specified by the contract. The receiving report must be forwarded for payment within five days after delivery of supplies or performance of services. It is critical to process receiving reports and ensure they are mailed or faxed to the appropriate Government office in accordance with the Prompt Payment Act. When operating in a contingency environment the DD Form 250 will normally be consolidated at the HCA before submission for payment.

Form Preparation

If the Receiving Report is filled out correctly the contracting office should only have to review the document and fill out Blocks 21 and 22. The following are entries that should be completed by the contractor:

Block	Entry
1	Contracts PIIN or order number
2	Seven character shipment number. The first three characters must be alpha characters and the remaining four characters a numeric or alpha-numeric serial number.
3	Date shipment is release to the carrier or the date the services are completed.
4	Commercial or Government bill of lading number or Transportation Control Number (TCN).
5	Discount in terms of percentage.
6	Invoice number and actual or estimated date of invoice submission.
7	1 of 1, 1 of 2, or whatever applies.
8	“S” for origin or “D” for destination.
9	Name, address, and code of the prime contractor.
10	Name, address, and code of the administering contracting office.

Continued on next page

Material Inspection and Receiving Report (DD Form 250), Continued

**Form
Preparation,
continued**

Block	Entry
11	Normally the same data as found in Block 9.
12	Name, address, and code of payment office cited in contract.
13	Code and address from the contract or shipping instructions.
14	Code and address from the contract or shipping instructions.
15	Item number used in the contract.
16	NSN, make, model, serial number, lot, batch, hazard indicator or similar description.
17	Quantity shipped, using unit of measure.
18	Abbreviation of the unit measure.
19	Unit price.
20	Extended amount.
23	Contractor Use Only

**Receiving
Contracting
Office**

The receiving contracting office will fill out the following blocks.

Block	Entry
21a	If acceptance of the items occurred at the origin place an "X" in the appropriate box. Sign and date and fill out the appropriate contact information (name, title, mailing address, phone number). In a contingency environment CQA will normally not apply.
21b	If acceptance of the items occurred at the destination place an "X" in the appropriate box. Sign and date and fill out the appropriate contact information (name, title, mailing address, phone number). In a contingency environment CQA will normally not apply.
22	If the items and quantity specified in Block 17 were received in good condition sign and date and fill out appropriate contact information (name, title, mailing address, phone number). If there are any discrepancies make appropriate annotations.

Continued on next page

Material Inspection and Receiving Report (DD Form 250), Continued

Form Review In the event that the Receiving Report is inaccurate due to errors or omissions it must be corrected and redistributed. The follow instructions apply:

Step	Action																																				
1	<p>Circle the error and place the corrected information in the same box</p> <div style="text-align: center; border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="4" style="text-align: center;">MATERIAL INSPECTION AND RECEIVING REPORT</td> <td colspan="2" style="text-align: right; font-size: small;">Form Approved OMB No. 0704-0248</td> </tr> <tr> <td colspan="6" style="font-size: x-small;">Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0248), Washington DC 20503.</td> </tr> <tr> <td colspan="6" style="text-align: center; font-weight: bold; font-size: small;">PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.</td> </tr> <tr> <td style="width: 33%;">1. PROC. INSTRUMENT IDEN. (CONTRACT)</td> <td style="width: 15%;">(ORDER NO.)</td> <td style="width: 15%;">6. INVOICE NO./DATE</td> <td style="width: 5%;">7. PAGE</td> <td style="width: 5%;">OF</td> <td style="width: 22%;">8. ACCEPTANCE POINT</td> </tr> <tr> <td>2. SHIPMENT NO. AAA0001 AAA0010</td> <td>3. DATE SHIPPED</td> <td>4. BIL. TCN</td> <td colspan="3">5. DISCOUNT TERMS</td> </tr> <tr> <td colspan="3">9. PRIME CONTRACTOR CODE</td> <td colspan="3">10. ADMINISTERED BY CODE</td> </tr> </table> </div>	MATERIAL INSPECTION AND RECEIVING REPORT				Form Approved OMB No. 0704-0248		Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0248), Washington DC 20503.						PLEASE DO NOT RETURN YOUR COMPLETED FORM TO EITHER OF THESE ADDRESSES. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.						1. PROC. INSTRUMENT IDEN. (CONTRACT)	(ORDER NO.)	6. INVOICE NO./DATE	7. PAGE	OF	8. ACCEPTANCE POINT	2. SHIPMENT NO. AAA0001 AAA0010	3. DATE SHIPPED	4. BIL. TCN	5. DISCOUNT TERMS			9. PRIME CONTRACTOR CODE			10. ADMINISTERED BY CODE		
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9. PRIME CONTRACTOR CODE			10. ADMINISTERED BY CODE																																		
2	<p>In the event that space is limited, enter the corrected information in Block 16 referencing the error page and block</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 150px;"> <p style="text-align: center; font-weight: bold; font-size: small;">3. DATE SHIPPED</p> <div style="text-align: center; border: 1px solid black; border-radius: 50%; width: 60px; margin: 5px auto; padding: 2px;">2000MAY27</div> <p style="text-align: center; font-size: small;">See Block 16</p> </div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 8%;">15. ITEM NO.</th> <th style="width: 22%;">16. STOCK/PART NO. <small>(Indicate number of shipping containers - type of container - container number.)</small></th> <th style="width: 30%;">DESCRIPTION</th> <th style="width: 8%;">17. QUANTITY SHIP/REC'D*</th> <th style="width: 5%;">18. UNIT</th> <th style="width: 10%;">19. UNIT PRICE</th> <th style="width: 17%;">20. AMOUNT</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">-</td> <td></td> <td> <p>CORRECTIONS:</p> <p>Refer Block 3: Change date shipped 2000MAY27 to 2000JUN27 on all pages of DD Form 250</p> </td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	15. ITEM NO.	16. STOCK/PART NO. <small>(Indicate number of shipping containers - type of container - container number.)</small>	DESCRIPTION	17. QUANTITY SHIP/REC'D*	18. UNIT	19. UNIT PRICE	20. AMOUNT	-		<p>CORRECTIONS:</p> <p>Refer Block 3: Change date shipped 2000MAY27 to 2000JUN27 on all pages of DD Form 250</p>																										
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-		<p>CORRECTIONS:</p> <p>Refer Block 3: Change date shipped 2000MAY27 to 2000JUN27 on all pages of DD Form 250</p>																																			

Continued on next page

Material Inspection and Receiving Report (DD Form 250), Continued

Form Review, continued

Step	Action						
3	Enter omissions in Block 16 referencing omission page and block.						
	15. ITEM NO.	16. STOCK/PART NO. <small>(Indicate number of shipping containers - type of container - container number.)</small>	DESCRIPTION	17. QUANTITY SHIP/REC'D*	18. UNIT	19. UNIT PRICE	20. AMOUNT
	-	CORRECTIONS: Refer Blocks 15, 16, 17, and 18, page 2: Delete in entirety Line Item No. 0006. This item was not shipped.					
4	When corrections have been made to entries for line items (Block 15) or quantity (Block 17) enter the words "CORRECTIONS HAVE BEEN VERIFIED" on page 1. Sign and date immediately below the statement. This verification statement and signature are not required for other corrections.						
5	Clearly mark the pages of the Receiving Report requiring correction with the words "CORRECTED COPY." Avoid obliterating any other entries. Where corrections are made only on continuation sheets, also mark page number 1 with the words "CORRECTED COPY."						
6	Page 1 and only those continuation pages marked "CORRECTED COPY" shall be distributed to the initial distribution. A complete Receiving Report with corrections shall be distributed to new addressee(s) created by error corrections.						

Continued on next page

Material Inspection and Receiving Report (DD Form 250), Continued

Blank DD
Form 250

MATERIAL INSPECTION AND RECEIVING REPORT							Form Approved OMB No. 0704-0248		
<p>The public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0248), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ADDRESS. SEND THIS FORM IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE DFARS, APPENDIX F-401.</p>									
1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT) NO.			ORDER NO.		6. INVOICE NO./DATE		7. PAGE OF	8. ACCEPTANCE POINT	
2. SHIPMENT NO.		3. DATE SHIPPED		4. B/L TCN		5. DISCOUNT TERMS			
9. PRIME CONTRACTOR CODE				10. ADMINISTERED BY CODE					
11. SHIPPED FROM (if other than 9) CODE				FOB:		12. PAYMENT WILL BE MADE BY CODE			
13. SHIPPED TO CODE				14. MARKED FOR CODE					
15. ITEM NO.	16. STOCK/PART NO.	DESCRIPTION (Indicate number of shipping containers - type of container - container number.)				17. QUANTITY SHIP/REC'D*	18. UNIT	19. UNIT PRICE	20. AMOUNT
21. CONTRACT QUALITY ASSURANCE a. ORIGIN <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents. DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE TYPED NAME: TITLE: MAILING ADDRESS: COMMERCIAL TELEPHONE NUMBER:					b. DESTINATION <input type="checkbox"/> CQA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents. DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE TYPED NAME: TITLE: MAILING ADDRESS: COMMERCIAL TELEPHONE NUMBER:			22. RECEIVER'S USE Quantities shown in column 17 were received in apparent good condition except as noted. DATE RECEIVED _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE TYPED NAME: TITLE: MAILING ADDRESS: COMMERCIAL TELEPHONE NUMBER: * If quantity received by the Government is the same as quantity shipped, indicate by (X) mark; if different, enter actual quantity received below quantity shipped and encircle.	
23. CONTRACTOR USE ONLY									

DD FORM 250, AUG 2000

PREVIOUS EDITION IS OBSOLETE,

Reset

Lesson 1 Exercise

Directions Complete exercise items 1 through 5 by performing the action required. Check your answers against those listed at the end of the lesson.

Item 1 Of the listed transaction types, which requires reporting on either DD Form 1057 or DD Form 350?

- a. Imprest fund transactions
- b. SF 44 transactions
- c. Contract modifications
- d. Micro-purchases

Item 2 Most purchasing action within a contingency environment will be captured on the DD Form 1057. What are the specific requirements that must be met to use a DD Form 1057?

Continued on next page

Lesson 1 Exercise, Continued

Item 3

On the next page, there is a completed DD Form 350. Has the document been filled out properly?
Write your corrections below.

Continued on next page

Lesson 1 Exercise, Continued

INDIVIDUAL CONTRACTING ACTION REPORT

Report Control Symbol DD-AT&L(M)1014

- B12D NAICS Code 712
- B12E Name or Description Food Service
- B12F EPA-Designated Product(s) E (A) EPA-Designated Product(s) with Minimum Recovered Material Content; (B) FAR 23.405(c)(1) Justification; (C) FAR 23.405(c)(2) Justification; (D) FAR 23.405(c)(3) Justification; or (E) No EPA-Designated Product(s) Acquired
- B12G Recovered Material Clauses (A) FAR 52.223-4; or (B) FAR 52.223-4 and FAR 52.223-9
- B13 Kind of Action
- B13A Contract or Order 9 (1) Letter Contract; (3) Definitive Contract; (4) Order under an Agreement; (5) Order under Indefinite-Delivery Contract; (6) Order under Federal Schedule; (7) BPA Order under Federal Schedule; (8) Order from UNICOR or JWOD; or (9) Award under FAR Part 13
- B13B Type of Indefinite-Delivery Contract (A) Requirements Contract (FAR 52.216-21); (B) Indefinite-Quantity Contract (FAR 52.216-22); or (C) Definite-Quantity Contract (FAR 52.216-20)
- B13C Multiple or Single Award Indefinite-Delivery Contract (M) Multiple Award; or (S) Single Award
- B13D Modification (A) Additional Work (new agreement); (B) Additional Work (other); (C) Funding Action; (D) Change Order; (E) Termination for Default; (F) Termination for Convenience; (G) Cancellation; (H) Exercise of an Option; or (J) Definitization
- B13E Multiple Award Contract Fair Opportunity (A) Fair Opportunity Process; (B) Urgency; (C) One/Unique Source; (D) Follow-On Contract; or (E) Minimum Guarantee
- B13F Indefinite-Delivery Contract Use (A) Government-Wide; (B) DoD-Wide; (C) DoD Department or Agency Only; or (D) Contracting Office Only
- B13G Indefinite-Delivery Contract Ordering Period Ending Date (yyyymmdd)
- B14 CICA Applicability D (A) Pre-CICA; (B) CICA Applicable; (C) Simplified Acquisition Procedures Other than FAR Subpart 13.5; or (D) Simplified Acquisition Procedures Pursuant to FAR Subpart 13.5
- B15 Information Technology Products or Services (A) Commercially Available Off-the-Shelf Item; (B) Other Commercial Item of Supply; (C) Nondevelopmental Item Other than Commercial Item; (D) Other Noncommercial Item of Supply; (E) Commercial Service; or (F) Noncommercial Service.
- B16 Clinger-Cohen Act Planning Compliance (Y) Yes; or (N) No

Do not complete Part C if Line B5B is coded Y.

- C1 Synopsis (A) Synopsis Only; (B) Combined Synopsis/Solicitation; or (N) Not Synopsized
- C2 Reason Not Synopsized (A) Urgency; (B) FAR 5.202(a)(13); (C) SBA/OFPP Pilot Program; or (Z) Other Reason
- C3 Extent Competed (A) Competed Action; (B) Not Available for Competition; (C) Follow-On to Competed Action; or (D) Not Competed
- C4 Sea Transportation (Y) Yes - Positive Response to DFARS 252.247-7022 or 252.212-7000(c)(2); (N) No - Negative Response to DFARS 252.247-7022 or 252.212-7000(c)(2); or (U) Unknown - No Response or Provision Not Included in Solicitation

DD FORM 350, OCT 2003

2

Continued on next page

Lesson 1 Exercise, Continued

INDIVIDUAL CONTRACTING ACTION REPORT

Report Control Symbol DD-AT&L(M)1014

- C5 Type of Contract ____ (A) Fixed-Price Redetermination; (J) Firm-Fixed-Price; (K) Fixed-Price Economic Price Adjustment; (L) Fixed-Price Incentive; (M) Fixed-Price-Award-Fee; (R) Cost-Plus-Award-Fee; (S) Cost Contract; (T) Cost-Sharing; (U) Cost-Plus-Fixed-Fee; (V) Cost-Plus-Incentive-Fee; (Y) Time-and-Materials; or (Z) Labor-Hour
- C6 Number of Offerors Solicited ____ (1) One; or (2) More than One
- C7 Number of Offers Received _____
- C8 Solicitation Procedures ____ (A) Full and Open Competition – Sealed Bid; (B) Full and Open Competition – Competitive Proposal; (C) Full and Open Competition – Combination; (D) Architect-Engineer; (E) Basic Research; (F) Multiple Award Schedule; (G) Alternative Sources; (K) Set-Aside; or (N) Other than Full and Open Competition
- C9 Authority for Other Than Full and Open Competition ____ (1A) Unique Source; (1B) Follow-On Contract; (1C) Unsolicited Research Proposal; (1D) Patent or Data Rights; (1E) Utilities; (1F) Standardization; (1G) Only One Source – Other; (2A) Urgency; (3A) Particular Sources; (4A) International Agreement; (5A) Authorized by Statute; (5B) Authorized Resale; (6A) National Security; or (7A) Public Interest
- C10 Subject to Labor Standards Statutes ____ (A) Walsh-Healey Act; (C) Service Contract Act; (D) Davis-Bacon Act; or (Z) Not Applicable
- C11 Cost or Pricing Data ____ (Y) Yes – Obtained; (N) No – Not Obtained; or (W) Not Obtained - Waived
- C12 Contract Financing ____ (A) FAR 52.232-16; (C) Percentage of Completion Progress Payments; (D) Unusual Progress Payments or Advance Payments; (E) Commercial Financing; (F) Performance-Based Financing; or (Z) Not Applicable
- C13 Foreign Trade Data
- C13A Place of Manufacture ____ (A) U.S.; or (B) Foreign
- C13B Country of Origin Code _____
- C14 Commercial Item ____ (Y) Yes – FAR 52.212-4 Included; or (N) No – FAR 52.212-4 Not Included

Do not complete Part D if Line B5B is coded Y or if Line B13A is coded 6.

- D1 Type of Contractor
- D1A Type of Entity ____ (A) Small Disadvantaged Business (SDB) Performing in U.S.; (B) Other Small Business (SB) Performing in U.S.; (C) Large Business Performing in U.S.; (D) JWOD Participating Nonprofit Agency; (F) Hospital; (L) Foreign Concern or Entity; (M) Domestic Firm Performing Outside U.S.; (T) Historically Black College or University (HBCU); (U) Minority Institution (MI); (V) Other Educational or (Z) Other Nonprofit
- D1B Women-Owned Business ____ (Y) Yes; (N) No; or (U) Uncertified
- D1C HUBZone Representation ____ (Y) Yes; or (N) No
- D1D Ethnic Group ____ (A) Asian-Indian American; (B) Asian-Pacific American; (C) Black American; (D) Hispanic American; (E) Native American; (F) Other SDB Certified or Determined by SBA; or (Z) No Representation
- D1E Veteran-Owned Small Business ____ (A) Service-Disabled Veteran; or (B) Other Veteran

Lesson 1 Exercise, Continued

INDIVIDUAL CONTRACTING ACTION REPORT

Report Control Symbol DD-AT&L(M)1014

- D2 Reason Not Awarded to SDB ____ (A) No Known SDB Source; (B) SDB Not Solicited; (C) SDB Solicited and No Offer Received; (D) SDB Solicited and Offer Was Not Low; or (Z) Other Reason
- D3 Reason Not Awarded to SB ____ (A) No Known SB Source; (B) SB Not Solicited; (C) SB Solicited and No Offer Received; (D) SB Solicited and Offer Was Not Low; or (Z) Other Reason
- D4 Set-Aside or Preference Program
- D4A Type of Set-Aside ____ (A) None; (B) Total SB Set-Aside; (C) Partial SB Set-Aside; (D) Section 8(a) Set-Aside or Sole Source; (E) Total SDB Set-Aside; (F) HBCU or MI – Total Set-Aside; (G) HBCU or MI – Partial Set-Aside; (H) Very Small Business Set-Aside; (J) Emerging Small Business Set-Aside; (K) HUBZone Set-Aside or Sole Source; (L) Combination HUBZone and 8(a)
- D4B Type of Preference ____ (A) None; (B) SDB Price Evaluation Adjustment – Unrestricted; (C) SDB Preferential Consideration - Partial SB Set-Aside; (D) HUBZone Price Evaluation Preference; or (E) Combination HUBZone Price Evaluation Preference and SDB Price Evaluation Adjustment
- D4C Premium Percent _____
- D7 Small Business Innovation Research (SBIR) Program ____ (A) Not a SBIR Program Phase I, II, or III; (B) SBIR Program Phase I Action; (C) SBIR Program Phase II Action; or (D) SBIR Program Phase III Action
- D8 Subcontracting Plan - SB, SDB, HBCU, or MI ____ (A) Plan Not Included – No Subcontracting Possibilities; (B) Plan Not Required; (C) Plan Required – Incentive Not Included; or (D) Plan Required – Incentive Included
- D9 Small Business Competitiveness Demonstration Program ____ (Y) Yes; or (N) No
- D10 Size of Small Business ____
- | | | |
|-----------|-----------------|--------------------------------------|
| Employees | (A) 50 or fewer | Annual Gross Revenues |
| | (B) 51 - 100 | (M) \$1 million or less |
| | (C) 101 - 250 | (N) Over \$1 million - \$2 million |
| | (D) 251 - 500 | (P) Over \$2 million - \$3.5 million |
| | (E) 501 - 750 | (R) Over \$3.5 million - \$5 million |
| | (F) 751 - 1000 | (S) Over \$5 million - \$10 million |
| | (G) Over 1000 | (T) Over \$10 million - \$17 million |
| | | (U) Over \$17 million. |
- D11 Emerging Small Business ____ (Y) Yes; or (N) No
- E1 Contingency, Humanitarian, or Peacekeeping Operation Y (Y) Yes; or Leave Blank
- E2 Cost Accounting Standards Clause N (Y) Yes; or Leave Blank
- E3 Requesting Agency Code (FIPS 95) 1700
- E4 Requesting Activity Code N00612
- E5 Number of Actions 1
- E6 Payment by Governmentwide Purchase Card N (Y) Yes; or Leave Blank
- F1 Name of Contracting Officer or Representative Marine, Joseph R.
- F2 Signature _____
- F3 Telephone Number (703) 899-9033
- F4 Date (yyymmdd) 20030105

DD FORM 350, OCT 2003

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Reset

Continued on next page

Lesson 1 Exercise, Continued

Item 4

On the next page, there is a completed DD Form 1057. Has the document been filled out properly? Write your corrections below.

Item 5

When is it required to submit a receiving report (DD Form 250)?

Item 6

When an error is found on the Receiving Report what action is required?

- a. Cross the mistake out and input the correct data.
- b. Circle the error and input the correct data in the same box.
- c. Fill out a new Receiving Report.
- d. Document error in Memorandum for the Record.

Continued on next page

Lesson 1 Exercise, Continued

MONTHLY SUMMARY OF CONTRACTING ACTIONS

Report Control Symbol DD-AT&L(M)1015

Section A – General Information

A1 Report Month 200301
 A2 Name of Contracting Office
 A2a Name Regional Contracting Office
 A2b Address Camp Pendleton, CA 92057
 A3 Contracting Office Codes
 A3a Reporting Agency FIPS 95 Code 1700
 A3b Contracting Office Code 02W4A

Section B – Contracting Actions

	(2) Actions	(3) Dollars
B1 (1) Category		
B2 <u>Tariff or Regulated Acquisitions</u>		
B2 <u>Foreign or Interagency</u>		
B2a FMS or International Agreements		
B2b Actions with UNICOR		
B2c Actions with Other Government Agencies	4	15,000.00
B3 <u>Small Business</u>		
B3a Simplified Acquisition Procedures		
B3b GSA Schedule Orders		
B3c Other Federal Schedule Orders		
B3d All Other Orders		
B3e Other Contracting Actions		
B4 <u>Large Business</u>		
B4a Simplified Acquisition Procedures		
B4b GSA Schedule Orders		
B4c Other Federal Schedule Orders		
B4d All Other Orders		
B4e Other Contracting Actions		
B5 <u>Domestic or Foreign Entities Performing Outside the U.S.</u>		
B5a Simplified Acquisition Procedures	3	42,000.00
B5b GSA Schedule Orders	2	7,000.00
B5c Other Federal Schedule Orders		
B5d All Other Orders		
B5e Other Contracting Actions		
B6 <u>Educational</u>		
B6a Simplified Acquisition Procedures		
B6b GSA Schedule Orders		
B6c Other Federal Schedule Orders		
B6d All Other Orders		
B6e Other Contracting Actions		
B7 <u>Nonprofit and Other</u>		
B7a Simplified Acquisition Procedures		
B7b GSA Schedule Orders		
B7c Other Federal Schedule Orders		
B7d All Other Orders		
B7e Other Contracting Actions		

PREVIOUS EDITION IS OBSOLETE.

DD FORM 1057, OCT 2001

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Reset

Continued on next page

Lesson 1 Exercise, Continued

MONTHLY SUMMARY OF CONTRACTING ACTIONS

Report Control Symbol DD-AT&L(M)1015

	(1) Category	(2) Actions	(3) Dollars
B8	<u>Total Contracting Actions</u>		62,000.00
B8a	Simplified Acquisition Procedures		
B8b	GSA Schedule Orders		
B8c	Other Federal Schedule Orders		
B8d	All Other Orders		
B8e	Other Contracting Actions		
B9	Total Modifications Excluding Simplified Acquisition Procedures		
<u>Section C – Extent Competed</u>			
C1	<u>Competed</u>		
C1a	Small Business Concerns		
C1b	Large Business Concerns		
C1c	Domestic or Foreign Entities Performing Outside the U.S.	5	49,000.00
C1d	Educational		
C1e	Nonprofit and Other		
C2	<u>Not Available for Competition</u>		
C2a	Small Business Concerns		
C2b	Large Business Concerns		
C2c	Domestic or Foreign Entities Performing Outside the U.S.		
C2d	Educational		
C2e	Nonprofit and Other		
C3	<u>Not Competed</u>		
C3a	Small Business Concerns		
C3b	Large Business Concerns		
C3c	Domestic or Foreign Entities Performing Outside the U.S.		
C3d	Educational		
C3e	Nonprofit and Other		
<u>Section D – RDT&E Actions</u>			
D1	Small Business		
D2	Large Business		
D3	Domestic or Foreign Entities Performing Outside the U.S.		
D4	Historically Black Colleges and Universities (HBCU)		
D5	Minority Institutions (MI)		
D6	Other Educational		
D7	Other Entities		

Lesson 1 Exercise, Continued

MONTHLY SUMMARY OF CONTRACTING ACTIONS

Report Control Symbol DD-AT&L(M)1015

(1) Category	(2) Actions	(3) Dollars
<u>Section E – Selected Socioeconomic</u>		
<u>Statistics</u>		
E1	<u>Small Business (SB) Set-Aside</u>	
E1a	SB Set-Aside Using Simplified Acquisition Procedures	
E1b	SB Set-Aside	
E1c	Reserved	
E2	<u>Small Disadvantaged Business (SDB)</u>	
<u>Actions</u>		
E2a	Through SBA—Section 8(a)	
E2b	SDB Set-Aside, SDB Preference, or SDB Evaluation Adjustment	
E2c	SB Set-Aside Using Simplified Acquisition Procedures	
E2d	SB Set-Aside	
E2e	Other	
E3	SDB Federal Schedule Orders	
E4	Women-Owned Small Business	
E5	Women-Owned Small Business Federal Schedule Orders	
E6	HBCU	
E7	MI	
E8	JWOD Participating Nonprofit Agencies	
E9	Exempt from Small Business Act Requirements	
E10	<u>HUBZone</u>	
E10a	HUBZone Set-Aside	
E10b	HUBZone Price Evaluation Preference	
E10c	HUBZone Sole Source	
E10d	HUBZone Concern – Other	
E11	Service-Related Disabled Veteran-Owned Small Business	
E12	Other Veteran-Owned Small Business	
<u>Section F – Simplified Acquisition</u>		
<u>Procedures – Ranges</u>		
F1	\$0.01 to \$2,500.00	
F2	\$2,500.01 to \$10,000.00	2
F3	\$10,000.01 to \$25,000.00	1
<u>Section G – Contingency Actions</u>		
<u>Total Actions</u>		
G1a	Competed	9
G1b	Not Available for Competition	
G1c	Not Competed	
<u>Section H – Remarks and Authentication</u>		
H1	Remarks: _____	
H2	<u>Contracting Officer</u>	
H2a	Name <u>Marine, You R.</u>	
H2b	Signature _____	
H2c	Telephone Number _____ (760) 345-9899	
H2d	Date Report Submitted (yyyymmdd) _____ 20030102	

DD FORM 1057, OCT 2001

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Reset

Continued on next page

Lesson 1 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	Reference Page
1	c	8-5
2	Actions that obligate or de-obligate no more than \$200,000 and support a contingency operation, humanitarian, or peace-keeping.	8-7
3	The form is filled out correctly except for EI. Since the contracting action is for less than \$200,000, the field should be left blank.	9-11
4	Form is correct except the total contract action line should total \$64,000.00 instead of \$62,000.00.	8-7
5	A DD Form 250 will be sent for all contract actions unless otherwise specified by the contract.	8-16
6	b	8-19

Summary

In this lesson, you learned about contract actions, and how to submit DD Form 1057, DD Form 350, and DD Form 250. In the next lesson, you will learn about the various contract files you are required to maintain.

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LESSON 2

FILES

Introduction

Scope There are numerous files that must be created and maintained by a contracting office in order to preserve an efficient and effective office. Files must be produced and kept in order to execute various administrative actions and in order to keep an accurate history of contracting actions.

Content This lesson provides you with the information needed in order to properly prepare and maintain various contracting files.

Learning Objectives At the end of this lesson, you will be able to

- Identify the requirements for maintaining Standard of Conduct files.
- Identify the requirements for maintaining contract files.
- Identify the retention period for contract files.
- Identify the requirements for processing protests.

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	8-31
Standard of Conduct Files	8-32
Contract Files	8-33
Protest Case Files	8-36
Lesson 2 Exercise	8-38

Standard of Conduct Files

Indoctrination of Personnel

All military or civilian personnel engaged in such duties as contracting or procurement, the review of bids/proposals, or any other such duties where they are required to make a Government decision must be trained in the ethical standards of conduct. As part of their training contracting personnel will be required to review DoD Directive 5500 series, MCO 5370.3, and the chapter on Standards of Conduct in the Marine Corps Purchasing Procedures Manual. All personnel will be re-trained every 12 months.

Certification Statement

Upon review of the various required references contracting personnel will have to sign a certification statement stating that they have read and fully understand the standards of conduct they must uphold. A sample certification statement is provided:

Subj: STANDARDS OF CONDUCT
Ref: (a) DoD Directive 5500 (b) MCO 5370.3____ (c) MCO P4200.15____, chap. 4
1. I hereby certify that I have read references (a) through (c) and that I fully understand the standards of conduct I am to uphold while in the (insert appropriate billet description and organization).
(Signature) (Typed name of individual)

Each time contracting personnel are retrained, they will be required to resign the certification statement.

File Preservation

The certification statements will be retained on file until 5 years after the individual has ceased their duties.

Contract Files

Purpose

The head of each office performing contracting, contract administration, or paying functions shall establish files containing the records of all contractual actions. The documentation in the files must be sufficient to constitute a complete history of the transaction in order to:

- Provide a complete background as a basis for informed decisions at each step in the acquisition process
 - Support actions taken
 - Provide information for reviews and investigations
 - Furnish essential facts in the event of litigation or congressional inquiries
-

Makeup

A complete contract file will consist of the files from the following offices:

- Contracting office contract file that documents the basis of the acquisition and the award and the assignment of contract administration functions
- Contract administration office contract file that documents actions reflecting the basis for and the performance of contract administration responsibilities
 - Paying office contract file that documents actions substantiating contract actions

Normally, each of these files is maintained separately. However, in a contingency environment where the contingency contracting office performs all three office functions, the files can be combined.

Contract File Maintenance

Contract files must be maintained so that they ensure:

- Effective documentation of contract actions
 - Ready accessibility to principal users
 - Minimal establishment of duplicate and working files
 - The safeguarding of classified documents
 - The safeguarding of proprietary information
 - Conformance with office procedures for file location
-

Continued on next page

Contract Files, Continued

Storage and Handling

There is no set way on how to store and handle contract files. Normally, each contingency contracting office will establish their own set of procedures. Depending on that type of facility they possess will also determine storage and handling procedures. Because contract files may consist of many forms of media (both digital and paper), adequate arrangements must be made in order to maintain the contract files properly. Climatic conditions will also determine what type of media will consist in the contract files. It has been found that floppy disks and CDs do not work very well in sandy environments; however, the sand does not affect USB type storage devices. Regardless of the type of storage facility used, there must be established control procedures to ensure the safekeeping of all files.

Contingency Logbook

It is very important that you maintain a logbook that helps you document your actions/transactions when in a contingency environment. Because of the decentralized mode in which you will be operating in, not everything you do may be covered by a specific rule or procedure. By documenting your actions, you will be able to better justify the things you do in order to acquire products or services for the forces you are supporting.

Continued on next page

Contract Files, Continued

Contract File Retention The following chart lists the retention periods for the various contract documents that must be maintained in the contract file.

Document	Retention Period
(1) Records pertaining to Contract Disputes Act actions	1 year after final decision or action
(2) Contracts and related records or documents exceeding the simplified acquisition threshold for other than construction	6 years and 3 months after final payment
(3) Contracts and related records or documents at or below the simplified acquisition threshold for other than construction	3 year after final payment
(4) Construction contracts:	
• Above \$2,000	6 years and 3 months after final payment
• \$2,000 or less	3 years after final payment
• Related records or documents, including successful proposals, except for contractor's payrolls	Same as contract file
• Contractor's payrolls submitted in accordance with Department of Labor regulations, with related certifications, anti-kickback affidavits, and other related papers	3 years after contraction completion unless contract performance is the subject of an enforcement action on that date
(5) Solicited and unsolicited unsuccessful offers, quotations, bids, and proposals:	
• Relating to contracts above the simplified acquisition threshold	Same as contract file unless filed separately, then only until contract is complete
• Relating to contracts at or below the simplified acquisition threshold	1 year after date of award or until final payment, whichever is later
(6) Files for canceled solicitations	5 years after cancellation
(7) Other copies of procurement file records used by component elements of a contracting office for administrative purposes	Upon termination or completion
(8) Data submitted to the Federal Procurement Data System (FPDS)	5 years after submittal to FPDS
(9) Investigations, cases pending or in litigation (including protests), or similar matters	Until final clearance or settlement

Protest Case Files

General

Since local contractors are generally unaware of the various rules and regulations that govern our acquisition process, there are usually very few protests that occur. However, as more and more contingency operations are supported by US contractors, there is potential for an increase in protest. Regardless of the current trend, it is important to know how to handle and maintain protest files.

Definition

"Protest" means a written objection by an interested party to any of the following:

- A solicitation or other request by an agency for offers for a contract for the procurement of property or services
 - The cancellation of the solicitation or other request
 - An award or proposed award of the contract
 - A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.
-

Protest Contents

When a contractor submits a protest it must contain the following information:

- Name, address, and fax and telephone numbers of the protester
 - Solicitation or contract number
 - Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester
 - Copies of relevant documents
 - Request for a ruling by the agency
 - Statement as to the form of relief requested
 - All information establishing that the protester is an interested party for the purpose of filing a protest
 - All information establishing the timeliness of the protest
-

Continued on next page

Protest Case Files, Continued

Protest File Contents

In the event a contractor protests some contracting action it is important to maintain a complete and accurate protest file. The file should contain:

- The formal written protest by the contractor
 - A copy of all the documents relating to the contracting action under protest
 - Any correspondence or information written or obtained in reference to the protest
-

Initial CCO Actions

All protests filed directly with the contract office will be addressed to the CCO or other official designated to receive protests.

CCO's shall consider all protests and seek legal advice.

Agencies shall make their best efforts to resolve agency protests within 35 days after the protest is filed. To the extent permitted by law and regulation, the parties may exchange relevant information.

Lesson 2 Exercise

Directions Complete exercise items 1 through 8 by performing the action required.
Check your answers against those listed at the end of the lesson.

Item 1 Certification statements must be retained on file for _____ after the individual has ceased their duties

- a. 6 years
- b. 5 years
- c. 4 years
- d. 3 years

Item 2 List the three office files that make up a complete contract file.

(1) _____

(2) _____

(3) _____

Item 3 Contract files that contain contracts and related records or documents at or below the simplified acquisition threshold for other than construction must be kept for

- a. 2 years after final payment.
- b. 3 years after final payment.
- c. 2 years after completion of the contract.
- d. 3 years after completion of the contract.

Continued on next page

Lesson 2 Exercise, Continued

Item 4

A contractor contacts you and accuses your office of an improper contract award. The contractor asks you how to file a protest. What instructions would you give the contractor?

Continued on next page

Lesson 2 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	Reference Page
1	b	8-32
2	<ul style="list-style-type: none">• Contracting office contract file• Contract administration office contract file• Payment office contract file	8-33
3	b	8-35
4	<ul style="list-style-type: none">• Name, address, and telephone numbers of the protester• Solicitation or contract number• Detailed statement of the legal and factual grounds for the protest• Copies of relevant documents• Request for a ruling by the agency• Statement as to the form of relief requested• All information establishing that the protester is an interested party for the purpose of filing a protest• All information establishing the timeliness of the protest	8-36

Summary

In this lesson, you learned about standard of conduct files, contract files, and protest case files.

In the next study unit, you will learn about ethics in a contingency environment.

STUDY UNIT 9

ETHICS

Overview

Content The contingency contracting office is a direct representative of the United States and must display the utmost fairness and integrity when conducting business while in a foreign country. Every contracting official in the contingency contracting office must ensure the image and integrity of the system is strictly adhered to and report any instance of waste, fraud, and abuse to the appropriate personnel.

Scope This study unit is designed to provide the necessary knowledge and techniques to properly identify unethical behavior and to conduct the necessary actions to handle unauthorized commitments.

In This Study Unit This study unit contains the following lessons:

Topic	See Page
Standards of Conduct	9-3
Unauthorized Commitments	9-9

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LESSON 1

STANDARDS OF CONDUCT

Introduction

Scope Standards of conduct shall be adhered to in the contingency environment. It is necessary to maintain good faith and order to ensure fairness and integrity is portrayed in the foreign environment.

Content This lesson provides you with information on rules and regulations that must be adhered to in the contracting office and exceptions to those rules and regulations.

Learning Objectives At the end of this lesson, you will be able to

- Given a situation, identify the correct ethical course of action.
- Identify exceptions within the standards of conduct.
- Identify the proper procedures when contractors insist on providing a gift or gratuity.

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	9-3
Rules and Regulations	9-4
Acceptable Gifts and Gratuities	9-5
Unintended Contractor Gifts or Gratuities	9-6
Lesson 1 Exercise	9-7

Rules and Regulations

Background

The DoD 5500.7-R (Joint Ethics Program), C.F.R. 2635, Subpart B, 41 U.S.C. 423, Executive Order 12731 of October 17, 1990, and FAR 3.104 provide all the standards of conduct that government employees must adhere to. In the event that these rules and regulations are not followed, criminal action can be taken against the individual committing the violation. A review of these sources should be done in order to get a complete understanding of the dos and don'ts.

Ethics training shall be conducted annually, documented, and maintained in a standard of conduct file within the contracting office.

Definitions

Ethics is defined as the rules or standards governing the conduct of a person or the members of a profession.

Unethical behavior is defined as not conforming to approved standards of social or professional behavior within one's work, i.e., contracting office.

The following is a list of rules and regulations that directly deal with contracting officials in a contingency environment:

- Contracting officials shall act impartially and not give preferential treatment to any private organization or individual.
 - Contracting officials **will not** make any unauthorized commitments or promises of any kind that binds the Government.
 - The contracting office **will not** solicit or accept any gift from a restricted source or because of the official positions that are held within the office.
 - The contracting office **will not** offer or accept any bribe or gratuity.
 - The contracting office **will not** solicit or accept a gift to be influenced in the performance of an official act.
 - The contracting office **will not** disclose a contractor's bid, proposal information, or source selection information prior to a contract award.
 - The contracting office **will not** accept, for personal use, any benefits the Government may be entitled to from procurement.
-

Acceptable Gifts and Gratuities

Background

There are many exceptions that allow individuals to receive gifts and gratuities from foreign sources. The above references provide a detailed list, but the following are exceptions that directly relate to a contracting office in a contingency environment:

- A contracting official may accept an unsolicited gift or gratuity if the known value is \$20 per source and per occasion and **will not** exceed \$50 in a calendar year. (If the gift exceeds \$20, the contracting official **cannot** pay the excess amount in order to accept the gift.)
 - Contracting officials may receive awards, other than monetary, that **do not exceed** a \$200 value from the country the contingency contracting office is located. These awards must be legitimate and not have affects on performance or nonperformance of a contract.
-

Unintended Contractor Gifts or Gratuities

Background

More than likely while operating in a contingency in a foreign country, contractors will have different cultural beliefs and business practices than seen in the United States. Some of these practices include providing gifts or gratuities to conduct business between one another. Since there is potential that the mission may be threatened if gifts and gratuities are not accepted, in cases where the mission is critical they can be accepted.

Procedures

The following are a list of procedures the contracting office must accomplish prior to receiving a gift or gratuity that a contractor insists on providing:

- Attempt to persuade the contractor not to give the gratuity and explain the restrictions that are placed on U.S. procurement officials.
 - If the contractor is offended, insists on giving the gift or gratuity, and mission accomplishment may be hindered, accept the gratuity.
 - Once accepted, safeguard the gift or gratuity, place in a safe, and get a receipt from the Authorized Custodian or turn the gift or gratuity over to Judge Advocate General.
 - Write a Memorandum for Record and include the circumstances and the approximate value of the item.
 - If the item is desired, check with the unit's legal personnel about the possibility to buy back the item at a reasonable cost.
-

Lesson 1 Exercise

Directions Complete exercise items 1 through 3 by performing the action required. Check your answers against those listed at the end of the lesson.

Item 1 You are a CCO and a unit needs 10,000 pounds of gravel to improve a heavily operated supply line for the Marines in the front line. There are several contractors that can be used to source the gravel. Contractor “A” asks you to let him know what Contractor “B’s” bid wants for the job. You should

- a. let Contractor “A” know what Contractor “B’s” bid is to try to get a better price.
- b. not disclose the information to Contractor “A.”
- c. let Contractor “B” know that Contractor “A” is asking for the bid price.
- d. disqualify Contractor “A.”

Item 2 What is the amount of an unsolicited gift or gratuity a contracting official may accept per source and per occasion?

- a. \$10
- b. \$15
- c. \$20
- d. \$30

Item 3 List the actions a contracting officer shall conduct if a contractor insists on providing a gift or gratuity and mission accomplishment is at risk.

Continued on next page

Lesson 1 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	Reference Page
1	b	9-4
2	c	9-5
3	<ul style="list-style-type: none">• Attempt to persuade the contractor not to give the gratuity and explain the restrictions that are placed on U.S. procurement officials.• If the contractor is offended, insists on giving the gift or gratuity, and mission accomplishment may be hindered, accept the gratuity.• Once accepted, safeguard the gift or gratuity, place in a safe, and get a receipt from the Authorized Custodian or turn the gift or gratuity over to Judge Advocate General.• Write a Memorandum for Record and include the circumstances and the approximate value of the item.• If the item is desired, check with the unit's legal personnel about the possibility to buy back the item at a reasonable cost.	9-6

Summary

In this lesson, you learned rules and regulations to follow in a contracting office, exceptions to the rules, and the actions to conduct when a contractor insists on providing a gift or gratuity. In the next lesson, you will learn the actions to take when someone makes an unauthorized commitment.

LESSON 2

UNAUTHORIZED COMMITMENTS

Introduction

Scope Unauthorized commitments can occur frequently in the field because individuals can get pressured to obtain a product or service to conduct a mission.

Content This lesson provides you with information on the procedures to conduct when an individual conducts an unauthorized commitment.

- Learning Objectives** At the end of this lesson, you will be able to
- Identify the circumstances when a ratification of an unauthorized commitment can be conducted.
 - Identify who has the authority to ratify an unauthorized commitment.
 - Identify the reasons for preventing unauthorized commitments.
-

In This Lesson This lesson contains the following topics:

Topic	See Page
Introduction	9-9
Ratification of Unauthorized Commitments	9-10
Lesson 2 Exercise	9-14

Ratification of Unauthorized Commitments

Background It is easier to avoid an unauthorized commitment than to perform the actions to correct the problem through ratifications. If the contracting officer is not one of the first people to arrive at the contingency, unauthorized purchases will occur more often.

Definitions An unauthorized commitment 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.

Ratification is the act of approving an unauthorized commitment by an official who has the authority to do so.

**Acceptable
Reasons for
Ratification**

The following are the reasons an unauthorized commitment can be ratified:

- The unauthorized commitment was not made to circumvent or evade the procurement statutes and regulations.
 - The commitment resulted from an urgent or emergency requirement or from a mistake in fact on the part of Government personnel.
 - The contractor relied on the apparent authority of the officer or employee of the Government.
 - The contractor does not have an adequate remedy at law for which the Contract Disputes Act provides procedures for obtaining relief.
 - Resulting contract would otherwise be proper.
 - Funds were available at the time the commitment was made.
 - Law from procuring the supplies/services did not otherwise preclude the Government.
 - The price to be paid is considered fair and reasonable.
 - The payment is not for an unallowable cost.
 - No doubt concerning a question of law or fact.
-

Ratification of Unauthorized Commitments, Continued

Authority The Head of Contracting Activity (HCA) may delegate to the Principal Assistant Responsible for Contracting (PARC) ratification authority up to \$100,000. Also, the HCA can authorize the contracting officer authority up to \$10,000 to expedite the process. Anything above \$100,000 must be ratified by the HCA.

Procedures When someone conducts an unauthorized commitment and the requirements are met to ratify, the following procedures must occur:

- The person who conducted the unauthorized commitment provides a signed statement to the commanding officer (At a minimum: Why normal procurement procedures were not followed, what bona fide Government requirement necessitated the commitment, whether any benefit was received, the value, and any other pertinent facts.).
 - All orders, invoices, and other documentary evidence of the transaction must be provided.
 - Commanding Officer's must endorse concurring that the commitment should be ratified (Verifies the accuracy and completeness of the documentation, describes the measures taken to prevent a reoccurrence of the unauthorized commitments, and provides a complete purchase description and funding (purchase request) for the ratifying contract).
 - Contracting Officer's must provide findings and determinations (Listing the reasons as outlined in requirements above).
 - Contracting Officer's must make a recommendation to the ratifying official.
 - Appropriate contractual documents citing funds available at the time the unauthorized actions of the Government took place must be provided.
 - The chief of the contracting office must review and approve.
-

Continued on next page

Ratification of Unauthorized Commitments, Continued

Procedures, continued

- Legal review and opinion as to the form and legality and any additional pertinent comments or advice.
 - A review by the ratifying official to whom authority has been delegated must be completed.
 - Appropriate findings and determinations by the ratifying official must occur.
 - Contractual document executed by the ratifying official must be provided.
 - Return of documents to the contracting officer (To include: executed contract document, invoices, purchase request, Determinations and Findings by the ratifying official),
 - Payment made by SF44 to individual.
-

Determinations and Findings

As one can see, the process is long and complex; therefore, every attempt possible should be made to prevent unauthorized commitments to reduce the administrative time the contracting office will spend correcting the situation.

On the next page is an example of a Determinations and Findings a contracting officer conducts.

Continued on next page

Ratification of Unauthorized Commitments, Continued

Determination and Findings

1. An unauthorized commitment was initiated by a member of [Unit/Organization] for supplies/services for [insert description]. This determination and finding is based on requirements cited in FAR 1.602-3.

Findings

2. [Insert details of the unauthorized commitment]

3. The unauthorized commitment was not made to circumvent or evade the procurement statutes and regulations. The commitment resulted from an urgent or emergency requirement or from a mistake of fact on the part of Government personnel. (The supplies/services have been provided to and accepted by the Government) or (The Government (has obtained) (will obtain) a benefit resulting from performance of the unauthorized commitment. The contractor relied on the apparent authority of an officer or employee of the Government. The contractor does not have an adequate remedy at law for which the Contract Disputes Act provides procedures for obtaining relief. The resulting contract would have otherwise been proper if made by an appropriate contracting officer. Funds were available at the time the commitment was made. The Government was not otherwise precluded by law from procuring the supplies/services. The price to be paid is considered fair and reasonable. The payment is not for unallowable costs. There is no doubt concerning a question of law or fact.

Determination

4. This unauthorized commitment has been determined to be otherwise proper and is recommended for ratification by the proper authority

[Contracting Officer's name and title]

Concur
 Do Not Concur

Counsel

Lesson 2 Exercise

Directions Complete exercise items 1 through 3 by performing the action required. Check your answers against those listed at the end of the lesson.

Item 1 A contracting officer can ratify an unauthorized commitment if the

- a. commitment resulted from an urgent or emergency requirement or from a mistake in fact on the part of Government personnel.
- b. price to be paid is considered fair and reasonable.
- c. payment is not for an unallowable cost.
- d. All of the above.

Item 2 Who can authorize the contracting officer to ratify unauthorized commitments?

- a. Principal Assistant Responsible for Contracting (PARC)
- b. No authorization is needed
- c. Head of Contracting Activity (HCA)
- d. Commanding Officer

Item 3 Why is it better to prevent unauthorized commitments rather than do ratifications?

Continued on next page

Lesson 2 Exercise, Continued

Answers

The table below lists the answers to the exercise items. If you have any questions about the items, refer to the reference page.

Item Number	Answer	Reference Page
1	d	9-10
2	c	9-11
3	The ratification process is very long and complex.	9-12

Summary

In this study unit, you learned an overview of ethics and how to handle unauthorized commitments in the field. Hopefully, you are ready to take the review lesson examination now.

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