

MISSION AND INSTALLATION CONTRACTING COMMAND (MICC) FORT POLK CUSTOMER HANDBOOK



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CHANGE SUMMARY

SUBJECT	PAGE NUMBER
1. Acquisition Milestone Agreement requirement threshold changed from \$10M to \$1M.	46-47
2. Addition of Anti-Terrorism and Operations Security Cover Sheet Requirement	57-60, 99-107
3. Addition of Performance Requirement Summary Template	78-83
4. Clarification and reformatting of Acquisition Requirement Package Checklists	99-107
5. Addition of Environmental Review Checklist	62-68
6. Addition of Contract Modification Letter of Justification	69

A. Introduction

The purpose of this document is to provide procurement process and procedural guidance to MICC Fort Polk customers. The material contained within provides only an overview of the procurement process. It is not intended to be used as a single source of policy or as a substitute for official regulations and directives, but as a guide. This document will be updated as often as required in order to maintain currency. For additional information pertaining to MICC Fort Polk procedures see our website located at <http://www.jrtc-polk.army.mil/DOC/index.htm>

1. References

- a. Title 41 of the United States Code, Chapter 3, Procurement of Supplies and Services by the Armed Services
- b. Federal Acquisition Regulation (FAR) Part 6, Competition Requirements, Part 7. Acquisition Planning, FAR Part 11, Describing Agency Needs, FAR Part 13, DFARS 213, and AFARS 5113 <http://farsite.hill.af.mil/>
- c. Defense Federal Acquisition Regulation Supplement (DFARS) Part 207.1, Acquisition Plans <http://farsite.hill.af.mil/>
- d. Army Federal Acquisition Regulation (AFARS) Subpart 5107.1, Acquisition Plans <http://farsite.hill.af.mil/>
- e. Army Federal Acquisition Regulation (AFARS) Subpart 5137.5, Management Oversight of Service Contracts <http://farsite.hill.af.mil/>
- f. Mission and Installation Contracting Command Desk Book

2. Mission and Services

Mission: MICC Fort Polk assists with acquisition planning and awards / administers contracts in support of the Joint Readiness Training Center, USAG Fort Polk and other tenant organizations in order to provide commercial solutions to identified and approved requirements.

Services provided by MICC Fort Polk:

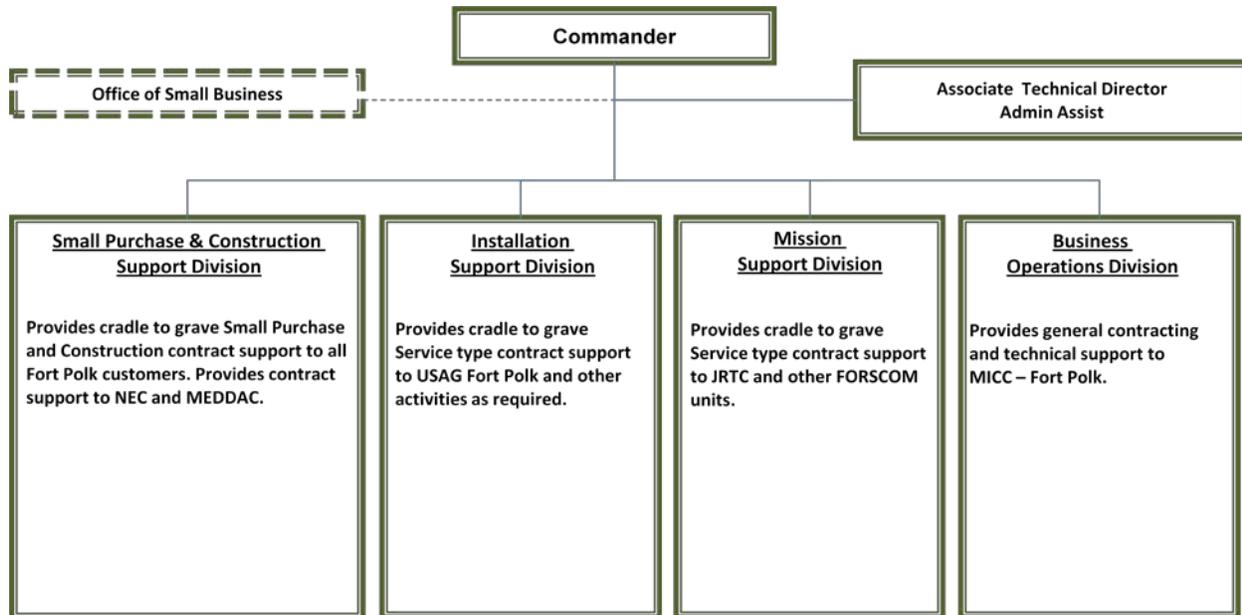
- Contracting for Supplies, Services, and Minor Construction
- Acquisition Planning assistance and Contract Management
- Customer Training (i.e. Preparing Performance Work Statements, developing Independent Government Cost Estimates, source selection, competition requirements, market research, preparation of Quality Assurance Surveillance Plans, Contracting Officer Representative training, Performance Requirement Summaries, and Government Purchase Card)

MICC Fort Polk Hours of Operation:

- Monday – Wednesday 0800 -1630
- Thursday – Closed from 0800 – 1030 for Training, Open 1100 – 1630
- Friday – 0800 – 1630

3. MICC Fort Polk Organization

It is important that you speak as soon as possible with the division that can provide assistance with your procurement. MICC Fort Polk is comprised of the Office of the Commander and four divisions: Business Operations Division, Small Purchase and Construction Division, Installation Support Division, and the Mission Support Division. The MICC Fort Polk telephone directory includes other important contacts and telephone numbers that you may need to complete your requirement. See Phone Directory at paragraph 4 on the following page.



4. MICC – Fort Polk Directory

It's not uncommon that after reviewing this guidebook, you may still be unclear as to whether or not your requirement falls within the category or definition, or it can be bought using appropriated funds, etc. Upon request, MICC Fort Polk can provide training on specific items of interest. The Chief, Business Operations Division or the Chief of your aligned Support Division will gladly assist you. Do not hesitate to contact MICC Fort Polk if you require further guidance or clarification. They can be reached at the following numbers;

MICC FORT POLK (As of 02 January 2012)

Main Office Number: (337) 531-0904

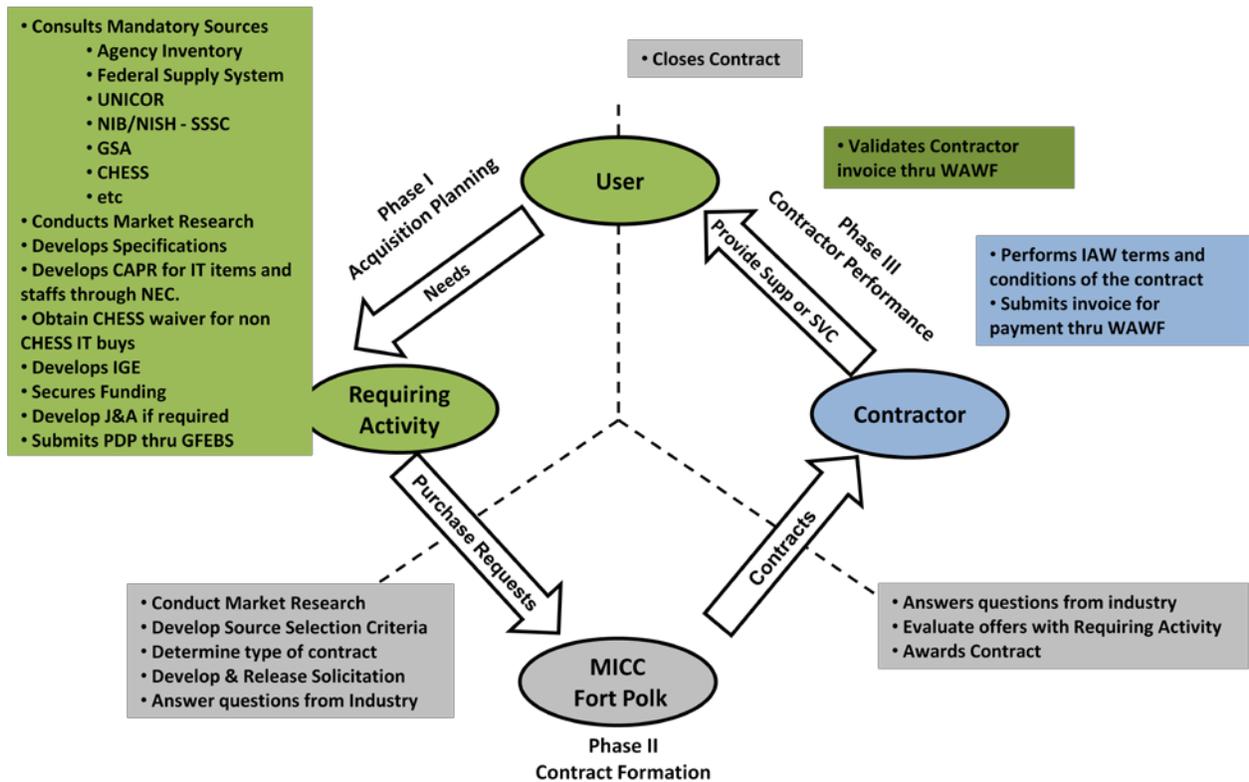
POINT OF CONTACT	TELEPHONE NUMBER
Commander	(337) 531-0904
Associate Technical Director	(337) 531-2326
Administrative Assistant	(337) 531-0904
Business Operations Division Chief	(337) 531-2326
System Administrator	(337) 531-2351
Small Purchase and Construction Division Chief	(337) 531-2368
- Construction	(337) 531-2196
- Government Purchase Card	(337) 531-2322/4236
- Contingency Contracting Team	(337) 531-2239
Installation Support Division Chief	(337) 531-0902
Mission Support Division Chief	(337) 531-2356

* NOTES – Please note that names/positions/responsibilities may change throughout the fiscal year.

B. The Procurement Process (Roles and Responsibilities)

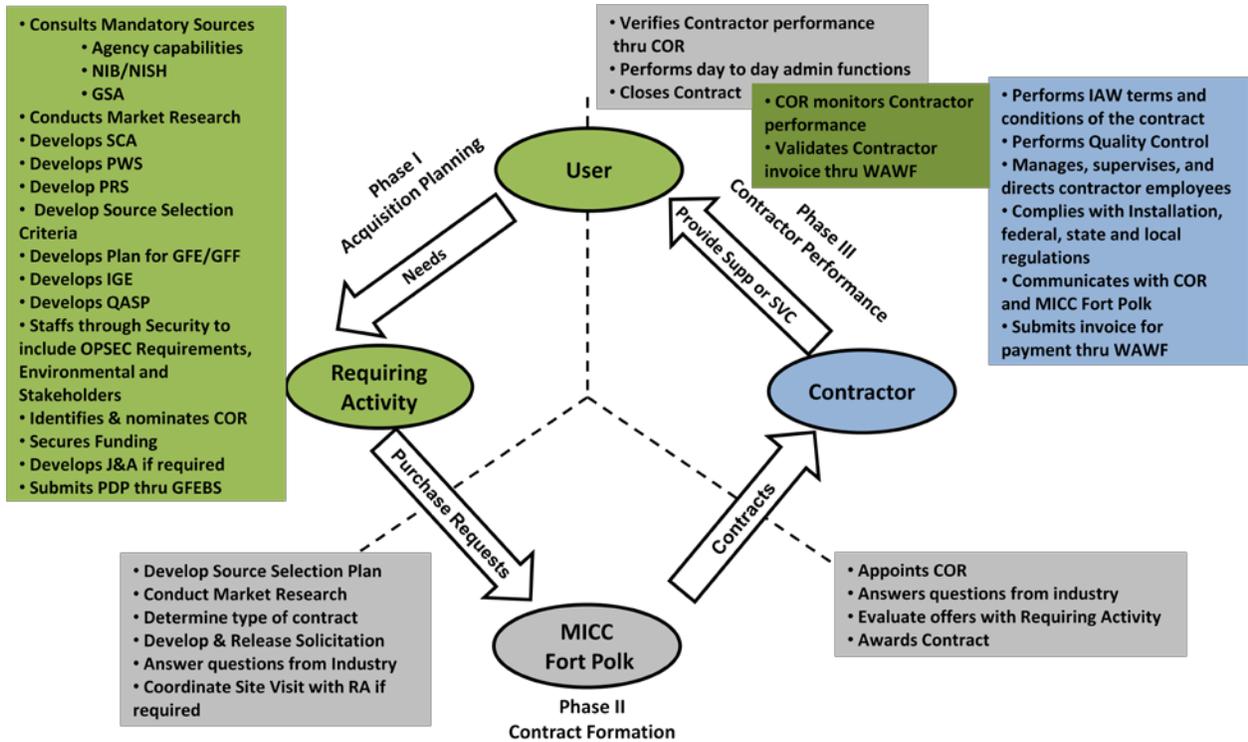
Major Elements of the Procurement Process

The figure below depicts the major elements of the Government procurement process when executing a Supply type transaction.



During acquisition planning, primary responsibility rests with the requiring activity. During contract formation and performance, the focus shifts to the contracting office. However, both the requiring activity and the contracting office have important duties throughout the process.

The figure below depicts the major elements of the Government procurement process when executing a Service type transaction.



During acquisition planning, primary responsibility rests with the requiring activity. During contract formation and performance, the focus shifts to the contracting office. However, both the requiring activity and the contracting office have important duties throughout the process.

1. Phase 1 -- Acquisition Planning

Introduction

Acquisition Planning pertains not only to emerging (new) requirements but to Recurring (ongoing) requirements. It is incumbent upon the Requiring Activity to maintain situational awareness of the life-span of their contracting vehicles (Contracts/Task Orders/Delivery Orders/Purchase Orders) and proactively manage them to ensure their continuity. MICC Fort Polk will strive to provide an annual projection of ending contracts but the ultimate responsibility rests with the Requiring Activity.

Acquisition planning should begin as soon as the requiring activity need is identified, preferably well in advance of the fiscal year in which contract award or order placement is necessary. Guidance provided by requiring activity Commanders and Directors is critical in prioritizing identified needs and allocating resources to ensure successful completion of the acquisition. In developing the plan, the requiring activity planner shall form a team consisting of Technical Personnel, Contracting Officer, logisticians, financial, legal, and other stakeholders. However, this team can be tailored to meet specific program needs.

Acquisition planning focuses on the business and technical management approaches designed to achieve program objectives within specified resource constraints, and the contracting strategies necessary for implementation. Contracting processes and associated focus areas addressed are:

- Determination and Analysis of Need
- Extent of Competition
- Source Selection Planning
- Solicitation Terms and Conditions (Planning)

a) Determination and Analysis of Need

Determination and Analysis of Need is the first step in the acquisition planning process. It focuses on the forecasting and planning of the acquisition requirements, as well as developing and updating Acquisition Plans, and Justifications and Approvals, as required.

Note: The Bona Fide Need Rule. One consideration in Determination and Analysis of Need is the Bona Fide Need Rule. In general, the Bona Fide Need Rule means simply that the requirement is necessary in the existing fiscal year, and cannot legitimately be procured in another fiscal year. This is often an issue at the end of a fiscal year when some requiring officials may want to “burn” funds. The Bona Fide Need Rule eliminates unnecessary spending.

A common application of the rule is that an appropriation is not available for the needs of a future year. For example: As the end of a fiscal year approaches, an activity purchases a truckload of pencils when it is clear that, based on current usage, it already has in stock enough pencils to last several years. It appears that the activity is merely trying to use up its appropriation before it expires, and the purchase may violate the Bona Fide Need Rule.

This does not mean that an activity may purchase only those supplies that it will actually use during the fiscal year. Activities normally maintain inventories of common-use items. The Bona Fide Need Rule does not prevent maintaining a legitimate inventory at reasonable and historical levels, the “need” being to maintain the inventory level so as to avoid disruption of operations. The problem arises when the inventory crosses the line from reasonable to excessive.

The following tables identify Contracting functions and Requiring Activity functions:

- Forecasting of Requirements
- Contract Planning
- Purchase Request Packages
- Funding
- Market Research

Forecasting of Requirements	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • Discuss future acquisition requirements with Requiring Activities. Advise the Requiring Activity on policies and long-range strategies for enhancing competition, minimizing costs, reducing lead times, etc. Plan and organize to meet the anticipated, aggregate requirements. • Consolidate and forecast requirements that are likely to be incorporated in purchase requests during the next several fiscal years. • Discuss economic order quantities and a tentative schedule of purchases. 	<ul style="list-style-type: none"> • Prepare program plans, cost estimates, market research, delivery schedules, and determine priorities. Ask questions such as: <ul style="list-style-type: none"> – How many do I need? – How much did I buy in the past? – Do I need to perform an inventory? – Do I need to coordinate with other organizations, such as IT, Security, Safety and Environmental? – When do I need it? <p>How much time will the contractor need after contract award to complete delivery/performance?</p>

Contract Planning	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • Provide guidance on procurement-related data from program and project planning meetings, including the following: <ul style="list-style-type: none"> – Supplies and services to be procured – Acquisition histories on needed supplies and services – Findings of market research – Advice on whether to use pre-solicitation notices, conferences, site visits etc. – Alternative techniques to enhance competition – Program baselines (cost, schedule, and performance) 	<ul style="list-style-type: none"> • Identify technical actions required to successfully complete project/program and procurement milestones. • Identify the overall procurement requirements and associated project/program budget. Describe the project/program and the constraints placed on the procurement. • Describe market research results, including previous procurements, related project/programs, and historical problems as they affect technical issues. • Include any related components of the purchase; for example training, travel, or follow-on items.
<ul style="list-style-type: none"> • Review and provide inputs on elements required for plans, such as mandatory sources, competition, source selection procedures, contracting considerations, budgeting and funding, small business opportunities, product descriptions, and milestones. 	<ul style="list-style-type: none"> • Work with the procurement team to identify sources, budgeting and funding, product descriptions, milestones, and any potential challenges.

Contract Planning	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • Obtain concurrence and approvals from: <ul style="list-style-type: none"> – Contracting Officer – Competition Advocate – Senior Contracting Official (SCO) – Legal, finance, and other supporting offices 	<ul style="list-style-type: none"> • Deliverable Quantities/Options: Do we know exact quantities or might they vary? Is the requirement for one year or several years? • Prepare the Performance Work Statement (PWS), Acceptance Requirements, and Schedule. • Prepare the Performance Requirement Summary. • Provide input into Contract Line Item structure. • Decide how to measure and manage performance. Develop the Quality Assurance Surveillance Plan (QASP) in conjunction with the Performance Work Statement to ensure consistency.
<ul style="list-style-type: none"> • With Technical: <ul style="list-style-type: none"> – Determine the contract type appropriate for the project/program requirements such as fixed price, cost reimbursement, incentive, indefinite delivery, BPA's / BOA's, and letter. – Prepare a plan of action and milestones for significant actions through contract award, including assembly of the solicitation package and status meetings. 	<ul style="list-style-type: none"> • In conjunction with the procurement team, determine: <ul style="list-style-type: none"> – Technical approach/requirements – Warranty requirements – Evaluation factors for the solicitation – Contract cost, schedule, and performance reporting requirements – Contracting Officer Representative requirements/training – Significant actions, including status meetings, through contract award, and a plan for completion
<ul style="list-style-type: none"> • Select technique(s) for testing and improving the customer's description of required supplies and services. If the requirement is new or not well defined, there are several techniques for testing and improving the description. • These include: <ul style="list-style-type: none"> – Solicitations for information or planning purpose – Pre-solicitation notices – Pre-solicitation conferences 	<ul style="list-style-type: none"> • Provide technical input to Contracting Officer relating to comments and pre-award inquiries.

Purchase Request Packages	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • Review the Purchase Request (PR) for completeness and adequacy. • Establish and maintain the contract file. • Prepare the synopsis for the Army Single Face to Industry (ASFI). ASFI links to the Federal Business Opportunities (FEDBIZOPS). This is the common Government Point of Entry. 	<ul style="list-style-type: none"> • Prepare PR inputs (via GFEBS) as applicable, such as: <ul style="list-style-type: none"> – Authority for the procurement – Supplies and Services description (CLIN structure) – Statement of Work/Performance Work Statement – Independent Government Cost Estimate – Market Research – Period of Performance or Delivery – Instruction to Offerors – Evaluation Factors for Award – Funding Citation – Requiring Activity and Resource Management Points of Contact – Identify who will inspect and accept deliverables and where. – Any applicable justifications and/or waivers. <p>See Specific ARP Requirements in Checklists 1-5.</p>

Purchase Request Packages	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • For Services, screen purchase requests for personal services or advisory and assistance services. Determine if there are sufficient justification, approvals, and legal authority to make such acquisitions. 	<ul style="list-style-type: none"> • For Services: Prepare PR inputs as described above, AND: <ul style="list-style-type: none"> – Deliverables and Reports (such as CMR, Workload Data, etc) – Identify Labor Categories (see other useful websites) – Quality Assurance and Surveillance Plan (QASP) – Performance Requirements Summary (PRS) and any other applicable Attachments. <p>See Specific ARP Requirements in Checklists 1-5.</p>

Funding	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • Determine if sufficient, applicable funds will be committed prior to solicitation release. (Funds exist, incremental or SAF) 	<ul style="list-style-type: none"> • Ensure adequate and appropriate funding is available to support technical requirements. • If incrementally funding or Subject to

Funding	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Solicitation must state if incrementally funded or Subject to Availability of Funds. 	Availability of Funds, RMO must provide schedule for the year and correlating dollar amounts planned to fund. Coordinate with MICC in advance to ensure regulatory compliance.

Market Research	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> The acquisition team uses market research to obtain information on products and services available in the marketplace. 	<ul style="list-style-type: none"> The acquisition team uses market research to obtain information on products and services available in the marketplace. Obtain data from acquisition histories and other sources
<ul style="list-style-type: none"> Obtain data from acquisition histories and other sources. Collect and compile additional market information. Determine whether and how to initiate exchange of information with prospective offerors prior to soliciting. Coordinate and participate in early exchanges. 	<ul style="list-style-type: none"> Research and evaluate different alternatives and the associated risks. As part of the research, consider standard commercial practices and trends, availability of sources, and market financing practices.
<ul style="list-style-type: none"> With technical, identify essential factors such as required technical capabilities, qualifications, and experience. 	<ul style="list-style-type: none"> With procurement, identify essential factors such as required technical capabilities, qualifications, and experience.

b) Extent of Competition

Determining the extent of competition is the second step in the acquisition planning process. It involves checking available sources to determine if their qualifications meet project/program needs. The following tables show Contracting functions and Requiring Activity functions:

- Sources
- Competition Requirements

Sources	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Determine availability of qualified sources. Determine if the source can meet the need. Validate acquisition histories. 	<ul style="list-style-type: none"> Review acquisition histories and prepare lists of identified sources. Conduct market research Establish criteria for evaluating potential sources. If schedules and technical requirements restrict competition, data must be available to justify the restriction.

Competition Requirements	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Determine whether full and open competition can be obtained. If not, determine whether to solicit from a limited number of sources or from a single source. 	<ul style="list-style-type: none"> Review the Authority for a Sole-Source Procurement to determine if an exception to full and open competition applies.
<ul style="list-style-type: none"> Assist with preparation of justification for other than full and open competition. 	<ul style="list-style-type: none"> Prepare supporting justification if recommending other than full and open competition.
<ul style="list-style-type: none"> Obtain clearances/approvals from Competition Advocate and/or other responsible officials. 	
<ul style="list-style-type: none"> Prepare a synopsis. 	<ul style="list-style-type: none"> Provide supporting technical data.

c) Source Selection Planning

Source Selection Planning is the third step in the acquisition planning process. The objective of the Source Selection Planning process is to design an acquisition strategy that best reflects the specific requirement, the results of market research, and the risks associated with the acquisition. The most common approaches for negotiated procurements are Tradeoff Analysis and Lowest Price Technically Acceptable. When executing Invitation for Bids, Low Price is the determining factor. The following tables show Contracting functions and Requiring Activity functions:

- Price-Related Factors
- Non-Price Factors
- Past Performance

Price-Related Factors	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Identify Cost Factors. 	<ul style="list-style-type: none"> Identify Cost Factors.
<ul style="list-style-type: none"> Per Competition in Contracting Act (CICA) requirements, include price or cost to the Government as an evaluation factor in every source selection. 	
<ul style="list-style-type: none"> In coordination with Technical Personnel, determine the relative importance between cost or price and non-cost factors. 	<ul style="list-style-type: none"> In coordination with the Procurement Team, determine the relative importance between cost or price and non-cost factors.

Non-Price Factors	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Assists with identifying critical Non-Price Factors. 	<ul style="list-style-type: none"> Identify critical Non-Price Factors.

Non-Price Factors	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Select non-price-related evaluation factors (if any) for award and determine how the Government will apply the factors. Determine whether to award to the lowest priced, technically acceptable proposal or through a tradeoff analysis. Organize and brief the source selection team. The higher the business and technical risk, the greater the emphasis on factors other than price. 	<ul style="list-style-type: none"> Establish technical criteria for non-price-related factors and their relative importance. Evaluate past performance, personnel qualifications, products proposed by a vendor with characteristics other than price, and technical realism of proposed resources. Perform Technical/non-price-related factor tradeoff analyses and determine the best value or minimum technical requirements for award.

Past Performance	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Identify factors for Past Performance. 	<ul style="list-style-type: none"> Identify factors for Past Performance.
<ul style="list-style-type: none"> Establish requirements for prior experience. Consider the length and depth – as well as how recent – the experience. 	<ul style="list-style-type: none"> Establish requirements for prior experience. Consider the length and depth – as well as how recent – the experience to include similarity and magnitude.

d) Solicitation Terms and Conditions

Solicitation Terms and Conditions is the fourth and final step in the acquisition planning process. The objective of developing Solicitation Terms and Conditions is to minimize the risk of a solicitation not meeting cost, schedule and performance requirements. The following tables show Contracting functions and Requiring Activity functions:

- Contract Type
- Recurring Requirements
- Method of Payment

Contract Type (Pricing Arrangement)	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Identify and solicit the type of contractual pricing arrangements (e.g., fixed price with incentive fee, cost plus with incentive fee) that will best mitigate identified risks. Consider the use of Incentive Contracts that include definitive, measurable incentives. 	<ul style="list-style-type: none"> Provide input on project/program cost, schedule and performance risks.

Recurring Requirements	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Determine the appropriate method to solicit for future requirements. Alternatives include multiple award Blanket Purchase Agreements and Indefinite Delivery Contracts. There are three types of indefinite-delivery contracts: definite-quantity contracts, requirements contracts, and indefinite-quantity contracts. 	<ul style="list-style-type: none"> Identify project/program requirements. Determine if Option Periods are required.

Method of Payment	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Determine the method of payment (Electronic Funds Transfer through Wide Area Work Flow or Government Payment Card.) Certify Progress Payments (Construction) 	<ul style="list-style-type: none"> Review Partial / Final invoices when goods/services are delivered and accepted via WAWF.

Acquisition Planning

Watch Out For . . .

- Failure to consider mandatory sources prior to submitting PR packet.
- “Copy and Paste” of previous Performance Work Statements.
- Schedules that do not allow sufficient time to obligate funds.
- Not taking the time to write a thorough Performance Work Statement (PWS).
- Not completing initial Acquisition Planning (AP) efforts and Justification and Authorization (J&A), if needed, prior to development of the solicitation documents.
- The improper use of a sole-source justification to expedite contract award.
- Use of a standard source selection plan. During acquisition planning, the source selection plan should be developed based on project/program requirements.
- Giving insufficient consideration to the use of options. Actively seek out, and discuss with Contracting Officers, contracts that are suitable candidates for option year procurements. Use of option years provides for level pricing of requirements – and can save money – since it usually results in purchase of economic order quantities, and reduces the contractor’s risk in purchasing long lead items and committing to expensive up-front setup costs.

2. Phase 2 -- Contract Formation

Introduction

The Contract Formation process consists of soliciting and processing offers, selecting a source and issuing the award, and researching/preparing responses to any protests of the award. The Contract Formation phase includes the following steps:

- Solicitation of Offers
- Source Selection
- Contract Award

a) Solicitation of Offers

Solicitation of offers is the first step in the Contract Formation process. The objective of preparing and issuing a solicitation is to ensure that all qualified offerors are afforded the opportunity to compete for the contract award, in accordance with Government requirements. The focus is to prepare the solicitation, publicize the proposed procurement, receive the offers, communicate with offerors, and clarify any misunderstandings.

The following tables show Contracting functions and Requiring Activity functions:

- Solicitation Preparation
- Instructions to Offerors/Evaluation Factors
- Publicizing Proposed Procurements
- Pre-Award Inquiries
- Pre-quote/Pre-bid/Pre-proposal Conferences
- Amending and Canceling Solicitations

Solicitation Preparation	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • Identify, complete and incorporate FAR clauses and provisions into the Request for Quote (RFQ) or Request for Proposal (RFP) or Invitation for Bid (IFB). 	<ul style="list-style-type: none"> • Review the requirement documents that authorize the project/program and define its basic objectives.
<ul style="list-style-type: none"> • Identify customary commercial terms and conditions and determine which to incorporate. 	<ul style="list-style-type: none"> • Use market research to determine whether commercial items are available to meet project/program requirements. Critical is contract planning – coordinate with contracting office.
<ul style="list-style-type: none"> • Assemble the RFQ/RFP/IFB. • Develop Contract Administration Plan • Make the solicitation available to all parties. • Solicitations in excess of \$25K are posted to ASFI (Full and Open Competition is required). • Contract Clauses: Identify Federal Acquisition (FAR)/Defense FAR Supplement (DFARS) clauses that are applicable to the project / program. 	<ul style="list-style-type: none"> • Identify all organizations and persons who will participate in preparing the PWS, and determine the participants’ areas of responsibility. Coordinate with contracting office. • Reviews the RFP/RFQ/IFB to ensure that it fully addresses all aspects of the PWS, to include tasks that define the scope of work to satisfy the minimal needs of the project/program and verify required data deliverables are present.
<ul style="list-style-type: none"> • Conduct Pre-Solicitation Peer Review 	<ul style="list-style-type: none"> • Participate in Pre-Solicitation Peer Review

Instructions to Offerors/Evaluation Factors	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Determine the Evaluation factors 	<ul style="list-style-type: none"> Determine the Evaluation factors
<ul style="list-style-type: none"> Ensure that standard FAR required provisions advising the offerors of statutory and DoD requirements are included. Ensure that formatting information is provided (organizational requirements, volumes, page limitations, cost instructions, etc.). Ensure consistency with the rest of the solicitation, such as tasking established in the PWS and evaluation criteria. 	<ul style="list-style-type: none"> Identify all the evaluation factors and their relative importance. Consider: <ul style="list-style-type: none"> User requirements Acquisition objectives Perceived risks Market research Select only those factors that will help differentiate among offerors and identify the most advantageous offer. Describe the relative weights of the technical performance factors. (<i>Ex: Factors to be considered are; Quality, Past Performance, and Subcontracting Plan which are equally weighted, and when combined they are significantly more important than Price. Price and Past performance are always Factors.</i>) <p>Coordinate with MICC Fort Polk in advance in order to develop evaluation criteria.</p>
<ul style="list-style-type: none"> Ensure evaluation factors/sub factors are related to the project/program objectives and reflect the minimum material requirements of the solicitation. 	<ul style="list-style-type: none"> Ensure that the factors/sub factors match the factors/sub factors approved in the Source Selection Plan (SSP).

Publicizing Proposed Procurements	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Solicitations will be published on https://acquisition.army.mil/asfi/ and other method of advertising as required 	<ul style="list-style-type: none"> As necessary assist in identifying sources.
<ul style="list-style-type: none"> Seek the assistance of technical personnel for proposal evaluation as required. 	<ul style="list-style-type: none"> Determine the need for amending or canceling the solicitation.
<ul style="list-style-type: none"> Prepare a synopsis. 	<ul style="list-style-type: none"> Provide supporting technical data.

Pre-award Inquiries	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Process Freedom of Information Act (FOIA) 	<ul style="list-style-type: none"> Forward pre-award inquiries to the Contracting

Pre-award Inquiries	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
requests.	Office. Provide technical responses, when requested.
<ul style="list-style-type: none"> Collect questions regarding the solicitation from prospective offerors. Issue an amendment to the solicitation as required. 	<ul style="list-style-type: none"> Provide technical responses relating to the questions to the Contracting Office

Pre-quote/Pre-bid/Pre-proposal Conferences/Site Visit	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Provide offerors with a public forum to review and question the solicitation, and brief the solicitation. 	<ul style="list-style-type: none"> Provide technical support for conferences.

Amending and Canceling Solicitations	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Determine whether to amend or cancel a solicitation. If an amendment is necessary, prepare and issue the amendment; if the decision is to cancel, cancel the solicitation. 	<ul style="list-style-type: none"> Provide technical justification for amendment or cancellation of a solicitation.

b) Source Selection

Source Selection is the second step in the Contract Formation process. Its objective is to competitively select a source that meets project/program objectives and requirements. The Source Selection Authority (SSA) is the Government official in charge of selecting the source; it is most often the Contracting Officer, but may also be another Government official at a level above the contracting officer as designated by the PARC or HCA.

The following tables show Contracting functions and Requiring Activity functions:

- Processing and Accepting Offers
- Proposal Price and Responsiveness
- Technical Proposal Evaluations
- Proposal Evaluation
- Applying Past Performance, Technical, and Non-Cost Factors
- Evaluating Other Terms and Conditions
- Extent of Discussions (Competitive Range)
- Discussions and Negotiations

Processing and Accepting Offers	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • Receive and control offers submitted in response to the solicitation. • Identify the acceptance period of the offer. (30 Day, or other specified time period) • Make determination and provision for delayed offers and late offers. 	

Proposal Price and Responsiveness	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • Conduct cursory review of all proposals received to ensure conformance to solicitation instructions to determine if each offeror is responsive. • Conduct a price reasonableness analysis. 	<ul style="list-style-type: none"> • Provide technical support as required.

Technical Evaluations	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • The Army Source Selection Guide has detailed information. See Page 51 for link 	<ul style="list-style-type: none"> • The Army Source Selection Guide has detailed information. See Page 51 for link
<ul style="list-style-type: none"> • Train the Source Selection Team prior to receipt of offers on rules and regulations applicable to the conduct of the evaluation process. • Provide Procurement Integrity briefing prior to beginning evaluation. 	<ul style="list-style-type: none"> • Perform the technical evaluation of proposals and produce facts and findings required in the Technical Evaluation Plan and source selection process.
<ul style="list-style-type: none"> • Store and control proposals/quotes. 	<ul style="list-style-type: none"> • The Technical Evaluation Board provides findings and recommendations, including sufficient data to determine the need for fact finding.

Proposal Evaluation	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • Provide technical evaluators with complete and correct instructions on evaluating proposals. 	<ul style="list-style-type: none"> • Perform evaluation • Present and support negotiation objectives (e.g., areas of discussion).
<ul style="list-style-type: none"> • Determine which proposals are in the competitive range for the purpose of conducting 	<ul style="list-style-type: none"> • Support the Contracting Officer's determination of the competitive range.

Proposal Evaluation	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
written or oral discussions.	
<ul style="list-style-type: none"> • The Cost/Price Team, chaired by the Contracting Officer, evaluates cost/price to determine whether: <ul style="list-style-type: none"> – The cost/price is reasonable – The offeror has an understanding of the work – The offeror has the ability to perform the contract 	<ul style="list-style-type: none"> • Support the Cost/Price Team with an assessment of the proposals relative to their respective technical approach.
<ul style="list-style-type: none"> • When awarding based on tradeoff analysis, ensure that evaluator ratings or scoring of technical proposals are reliable and, in terms of the solicitation’s evaluation factors, valid. • Serve as the official point of contact with all offerors. 	<ul style="list-style-type: none"> • Critical in the evaluation is that the Technical Evaluation team identifies and documents discriminators – what are the strengths and weaknesses of each proposal. Must be quantifiable.
<ul style="list-style-type: none"> • Conduct debriefings of unsuccessful offerors. 	<ul style="list-style-type: none"> • Assist contracting office with technical advice on debriefings.
Applying Past Performance, Technical, and Non-Cost Factors	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • Check latest Performance Information in the Past Performance Information Retrieval/System PPIRS, if available. • Other Past Performance references may be considered if authorized within the Solicitation. 	
<ul style="list-style-type: none"> • Review findings and recommendations of technical personnel to ensure evaluation documentation is adequate to sustain the Government’s position on ratings in a protest forum. 	<ul style="list-style-type: none"> • Provide technical evaluations and recommendations on: <ul style="list-style-type: none"> – Technical rating and acceptability of each proposal – Technical deficiencies and need for fact finding or clarifications
<ul style="list-style-type: none"> • Reconcile discrepancies between the contractor versions of events and reported past performance information. • After receipt of quotations/offers: <ul style="list-style-type: none"> – Apply price-related factors to the solicitations, offers, and/or quotations. – Evaluate and compare prices. – Determine the reasonableness of the proposed prices and develop price-related negotiation objectives for discussion with vendors. 	<ul style="list-style-type: none"> • Review an offeror’s recent actual performance in relevant areas to assess risk. The offeror’s recent and relevant past performance (measured by such indicators as quality, timeliness, cost, schedule, operational effectiveness and suitability) may be considered in assessing the probability of successful accomplishment of the proposed effort in a timely and cost-effective manner.

Evaluating Other Terms and Conditions	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Develop pre-negotiation positions on terms and conditions (payment terms, or passage of title) other than cost. 	<ul style="list-style-type: none"> Provide technical assistance as requested by contracting office.

Extent of Discussions (Competitive Range)	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Define the competitive range and notify offerors outside the range, if applicable. 	<ul style="list-style-type: none"> Provide technical inputs into the competitive range determination. Participate in discussions and adjust the technical ratings, if appropriate.
<ul style="list-style-type: none"> Determine necessity and extent of discussions with the offerors. 	

Discussions and Negotiations	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Prepare questions for discussions with the offerors. The letters will be based upon input for the technical evaluation report. Issue discussion letters to offerors. 	<ul style="list-style-type: none"> Provide technical inputs to the discussion plan for each offeror, including: <ul style="list-style-type: none"> Significant weaknesses, deficiencies, risks and other questions as applicable.
<ul style="list-style-type: none"> Conduct the discussion sessions, if oral. Close discussions; request final proposal revisions. 	<ul style="list-style-type: none"> Participate in negotiations and debriefs as appropriate. Evaluate revised proposals; document as above; provide final report to the contracting officer.
<ul style="list-style-type: none"> Make source selection decision. 	

c) Contract Award

The Contract Award is the third and final step in the Contract Formation process. The objective of the contract award is to prepare and issue the contract. The following tables show contracting functions and Requiring Activity functions:

- Responsibility
- Preparing and Issuing the Award
- Protests

Responsibility	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Determine if the offeror meets the general standards (and any special eligibility requirements) of responsibility. 	<ul style="list-style-type: none"> Participate in applicable pre-award surveys.

Preparing and Issuing the Award	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Verify funding. Make/obtain the final source selection decision. Prepare the contract and document the recommendation for award. Obtain approvals for awarding the contract. Conduct Pre-Award Peer Review Award the contract. Notify the awardee and other parties, as required. Debrief unsuccessful offerors as requested. 	<ul style="list-style-type: none"> Review the contract technical package for compliance with requirements. Participate in debriefings as required by the contracting officer for technical support. Participate in Pre-Award Peer Review

Protests	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Research and prepare positions on protests of the award. Respond to any protest as provided in the procedures or forums in which the protest has been filed. 	<ul style="list-style-type: none"> Provide assistance to the Contracting Office relating to continuation of services until completion of the protest process. (Contract extension, bridge, J&A, and funding)

3. Phase 3 – Contractor Performance

Execution and Administration

The purpose of the Execution and Administration process is to administer the contract. As soon as the contract is awarded, the priority shifts to contract administration with focus on the Contractor’s performance. It is important to note that although the contract has been awarded, the technical role has not decreased in importance. This phase, consisting of four parts and is discussed in this section as follows:

- Initiation of Work and Modification
- Monitoring Performance
- Payment and Accounting
- Contract Closeout and Termination

a) Initiation of Work and Modification

Notice to proceed and contract changes may be normal steps in the Execution and Administration process. The objective is to plan for proper contract administration, conduct necessary post-award briefings, determine and implement the appropriate subcontracting requirements, and properly administer proposed modifications, options, and task/delivery order actions. Critical to all contracts is a solid Quality Assurance Surveillance Plan and checklist.

The following tables show contracting functions and Requiring Activity functions for these activities:

- Contract Administration Plan
- Post-Award Conferences
- Contract Modifications
- Options
- Task Order and Delivery Order Contracting

Contract Administration Plan (CAP)	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • Validate the requirements identified in the Contract Administration Plan are being executed 	<ul style="list-style-type: none"> • Identify contractual requirements for: <ul style="list-style-type: none"> – Surveillance of contractor activities – Quality Assurance activities – Government Furnished Property – Payment process

Post-Award Conferences	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • Conduct post-award conference or “kick-off” meeting; this is a useful tool to confirm that the contractor understands the Governments requirement. • Identify and ensure that Key Personnel and contact information is exchanged. 	<ul style="list-style-type: none"> • Identify issues which may affect project/program risks and expectations for mitigation. • Review significant elements of the contract. (GFE, Installation Access, Deliverables etc)

Contract Modifications (If required)	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • Review proposed modifications against the scope of work and availability of funds. • Determine whether to modify the contract, and implement the modification. 	<ul style="list-style-type: none"> • Consult the Contracting Officer on all changes or additions as needed. • Prepare Letter of Justification requesting Contract Modification. • Assess proposed modifications for technical content, develop modification packet for submission to the Contracting Office.

Contract Modifications (If required)	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
	<ul style="list-style-type: none"> Determine if funds are available.

Options	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Verify the validity of an option. Send request for intent to exercise an Option and the related due dates to the Requiring Activity, if applicable. The Due Date for the packet will be provided to the Requiring Activity approximately 180 days prior to the next Option Period. 	<ul style="list-style-type: none"> Develop Option packet for submission to the Contracting Office. Checklist #5 Ensure that appropriate Service Contract Approvals are processed timely.
<ul style="list-style-type: none"> Determine whether to exercise the option. Send notification to Contractor of intent to exercise an Option. Conduct Peer Review Process Contract Modification 	<ul style="list-style-type: none"> If you choose NOT to exercise an option, allow enough Procurement Acquisition Lead Time to re-solicit, otherwise: <ul style="list-style-type: none"> Provide funding IOT execute the Option before the current Period of Performance ends. Must be IAW the Contract terms. Provide written validation that the need for the item or service continues to exist, and that the price is still fair and reasonable.
<ul style="list-style-type: none"> Issue Contract Modification to contractor. 	

Task Order and Delivery Order	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Issue orders for supplies and services against established contract vehicles. 	<ul style="list-style-type: none"> Prepare requirements and task/delivery order requirements as applicable. Submit GFEBs PR with funding

b) Monitoring Performance

Monitoring Performance is the second step in the Contractor Performance process. The objective of the process is to monitor contractor performance against contract requirements and ensure timely corrective action if necessary. The Requiring Activity must avoid causing any delays to contractor performance or the contractor may submit a claim for compensation. The following tables show Contracting functions and Requiring Activity functions:

- Monitoring, Inspection, and Acceptance
- Delays
- Stop Work
- Remedies
- Performance Assessment Report

Monitoring, Inspection, and Acceptance	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • Obtain feedback on contractor performance or deliverables. • Verify and document evidence of actual or potential performance problems, constructive changes, or other breaches. • Determine potential impact of technical issues on cost, schedule, and performance, and investigate/resolve rationale for potential or actual delays. • Determine whether to ratify changes, modify the contract as required, and invoke appropriate remedies. • Investigate and resolve contractual problems reported by the contractor or Government. 	<ul style="list-style-type: none"> • Assess performance, quality, and other technical issues; provide technical evaluation to the Contracting Office for adjustment to, modification of, or compliance with the contract. • Evaluate the contractor’s performance in accordance with the Quality Assurance Surveillance Plan, PRS, and the contractor’s Quality Control Plan. • Accept and certify invoices in WAWF within 7 days of receipt.

Delays	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • Determine whether a delay is excusable. If not, negotiate consideration when acquiring commercial and noncommercial items. 	<ul style="list-style-type: none"> • For excusable delays, recommend corrective actions, such as additional time to perform or modification of the requirement that caused the delay.
<ul style="list-style-type: none"> • Seek consideration for delays that are not excusable. 	<ul style="list-style-type: none"> • Determine if contractor delays are caused by technical factors beyond their control and without fault or negligence by the contractor.

Stop Work	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • Determine whether to stop work • Prepare and issue the stop work order. • If the contract is not terminated, initiate resumption of work and modify the contract as necessary. • Failure to fund an ongoing contract due to Fiscal 	<ul style="list-style-type: none"> • Recommend stop work when contractor deficiencies are expected to result in delivery of non-conforming technical products. • Evaluate contractor request to stop work for technical reasons. • Assess the impact of stop work orders on contractor performance of the technical and

Stop Work	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
constraints (Continuing Resolution, Incremental Funding etc) is not grounds for a Stop Work Order and would result in a Termination for Convenience.	Requiring Activity requirements.

Remedies	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Identify contractual remedies, and determine the appropriate remedy. Apply the remedy. 	<ul style="list-style-type: none"> Participate in determining and preparing remedies (e.g., rejection of supplies, acceptance with considerations, warranty, cure notice, etc.) considering risk to the project/program.
<ul style="list-style-type: none"> If remedies are not appropriate or ineffective then consider termination 	<ul style="list-style-type: none"> Identify and collect facts regarding specific instances of the contractor's failure to perform or breach of technical requirements. Determine whether the non-conformance has major or minor project/program impact.

Performance Assessment Report	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> Post performance evaluation on the agency evaluation reporting system. CPARS See FAR 42.15 and AFARS 5142.1502-90 for thresholds and if this is required. 	<ul style="list-style-type: none"> Report significant contractor technical performance, both positive and negative to the Virtual Contracting Enterprise Contracting Officer Representative https://arc.army.mil/COR/ COR submits quarterly Performance Assessment Report in VCE-COR in order to capture information for annual CPARS reporting requirement.
<ul style="list-style-type: none"> Permit contractor to provide comments prior to finalizing evaluation. 	
<ul style="list-style-type: none"> Document the file. 	<ul style="list-style-type: none"> Keep written documentation (email, etc).

c) Payment and Accounting

Payment and Accounting, the third step in the Contractor Performance process, is a joint effort between the Contracting Officer, the Resource Manager, and the Requiring Activity.

The following tables show Contracting functions and Requiring Activity functions:

- Invoices
- Administering Financial Terms

Invoices	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • The entire process consists of the following actions; the Contracting Officer is responsible for defining and clarifying the payment and accounting terms in the contract, the contractor is responsible for submitting invoices through WAWF, the Requiring Activity verifies that the good or service was received and met the terms of the contract through WAWF and DFAS executes payment. 	<ul style="list-style-type: none"> • Execute a Receiving Report in WAWF. See WAWF instructions within the contract and ensure the contractor has submitted their invoice correctly. • Accept and certify invoices in WAWF within 7 days of receipt.

Administering Financial Terms	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • Assist as required in the payment process to include progress payments. (Construction only) 	<ul style="list-style-type: none"> • Provide technical support as required. • Validate and process Progress Payment documents.

d) Contract Closeout and Termination

Contract Closeout and Termination is the fourth and final step in the Contractor Performance process. Its objective is administering contract closeout and termination with equitable results for both the Government and the Contractor.

The following tables show contracting functions and Requiring Activity functions:

- Claims
- Termination and Closeout

Claims	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • Respond to contractor claim for additional money or contract adjustment, and determine if it constitutes a payable claim. 	<ul style="list-style-type: none"> • Prepare the Government position on the claim.

Termination/Closeout	
<i>Contracting Functions</i>	<i>Requiring Activity Functions</i>
<ul style="list-style-type: none"> • Send Cure or Show Cause Notice for deficient Contractor performance • Evaluate Contractor's reply • Terminate for Default/Convenience/Cause; Modify contract. • Verify that the contract is physically complete. 	<ul style="list-style-type: none"> • Identify poor performance • Assist in evaluating contractor's reply to Cure or Show Cause notice
<ul style="list-style-type: none"> • Obtain from both the Government and Contractor all forms, reports, and clearances required at closeout, and ensure that both the Government and Contractor have met all applicable terms and conditions for closeout. 	<ul style="list-style-type: none"> • Assist Contracting Office in determining the status of technical terms and conditions of the contract. • Provide final acceptance notice.
<ul style="list-style-type: none"> • Settle all outstanding claims, issues or disputes. • Make final payment and deobligate funds, if any remaining. 	<ul style="list-style-type: none"> • Assist the Contracting Office in identifying any outstanding issues. • Identify excess funds and submit a Purchase request for deobligation
<ul style="list-style-type: none"> • Prepare contract completion documentation. 	

C. Special Topics

1. Mandatory Sources of Supply and Services

Before you begin searching for a vendor for that supply or service you need, we'd like to remind you of some mandatory sources that must be reviewed before you make that call. The Government has established some programs that, by law, require us to purchase supplies and services from specific Governmental organizations if the supply or service is available from them. Prior to soliciting any private sector business, we must solicit these mandatory sources first. This is a basic measurement to determine if a required source must be used. In determining if the item meets the Government's need, factors such as end-function, delivery date, quantity, shipping point, and cost must be considered. If a required source does not meet the need, a waiver may be required. Exceptions and waivers for each of the required sources listed above are in the sections of this chapter that follow.

Requiring Activities shall satisfy requirements for supplies and services from or through the sources and publications listed below in descending order of priority --

a) *Supplies.*

(1) Agency inventories; This refers to other organizations on the installation which may possess excess inventories of a particular item and to stock items maintained by various Army Supply Points (FEDLOG). A supply item must first be determined not available in the Federal Supply System. The activity must first inquire with the Supply Support Activity (SSA) for requisitioning of a supply item. If an item is available through FEDLOG the activity/unit must order the item through the SSA or provide documentation that the SSA cannot order the item and why. The Requiring Activity must provide proper Acquisition Advice Code (AAC) for reasoning why an item can't be ordered through the Army Supply System or documentation that research in FEDLOG or WEBFLIS shows the item is not available in the supply system. See AR 710-1 Appendix D for list of AACs. Access to FEDLOG and WEBFLIS is available by registering at the Logistics Information Warehouse at <https://liw.logsa.army.mil/>.

(2) Excess from other agencies

(3) Federal Prison Industries, Inc. Referred to as UNICOR. This organization is a self-sustaining, self-funded corporation established in 1934 by executive order to create a voluntary real-world work program to train federal inmates. It is a good source for clothing and textiles, office furniture, and industrial products. Web Site: www.unicor.gov

(4) Supplies which are on the Procurement List maintained by the Committee for Purchase from People Who Are Blind or Severely Disabled National Industries for the Blind (NIB), also referred to as AbilityOne. Created in 1938, this organization employs individuals who are legally blind to produce supplies routinely stocked by Government agencies. Most of the products have a National Stock Number (NSN). Product categories include office supplies, cleaning, food service, hardware, bedding, personal care/safety, and medical. Web Site: <http://www.abilityonecatalog.com/> National Industries for the

Severely Handicapped (NISH). This organization employs individual who are severely handicapped to provide various types of services to the Government. Like NIB, NISH also manufactures some stock numbered products. Web Site: www.nish.org

(5) Wholesale supply sources, such as stock programs of the General Services Administration (GSA), the Defense Logistics Agency, the Department of Veterans Affairs, and military inventory control points;

(6) Mandatory Federal Supply Schedules

The Federal Supply Schedule program is also known as the General Services Administration (GSA) Schedules Program or the Multiple Award Schedule Program. The Federal Supply Schedule program is directed and managed by GSA and provides Federal

agencies with a simplified process for obtaining commercial supplies and services at prices associated with volume buying. It's a great way to find pricelists at volume discount "wholesale" prices rather than retail prices for other supplies and services offered to the public on the Internet. Their pricelists can be used as part of your market research prior to using your Government Purchase Card or initiation of a Purchase Request (suggested vendors) via GFEBs.

- GSA Advantage® is the Federal Government's premier online e-commerce website. With GSA Advantage® you have access to more than 18 million products and services offered from thousands of commercial vendors – all from a single convenient location, 24 hours a day, 365 days a year. Web Site: <https://www.gsaadvantage.gov>
- DOD EMALL is an Internet-based shopping service for the Federal Government, and displays electronic catalogs from more than 1,900 commercial suppliers, GSA, and the Defense Logistics Agency (DLA). DOD EMALL has over 55 million items displayed. Web Site: <http://www.dlis.dla.mil/emall.asp>

(7) Optional use Federal Supply Schedules

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

b) *Services.*

- (1) Services which are on the Procurement List maintained by the Committee for Purchase From People Who Are Blind or Severely Disabled
- (2) Mandatory Federal Supply Schedules
- (3) Optional use Federal Supply Schedules
- (4) Federal Prison Industries, Inc. or commercial sources (including educational and nonprofit institutions).

c) **Certification for the use of Non – DoD contracts.** Certification is required on an order placed against a Non –DoD Contract holder (GSA) in order to acquire supplies or services with an estimated dollar value in excess of \$150K. This form must be signed by the first O-6 or equivalent in the chain of command and the fund certifying official.

2. Market Research

Through market research, the customer recommends to their procurement office the strategy that makes the most sense in terms of the mission and the market, in order to obtain the maximum number of responsible offers. Market Research is mandatory for all requirements.

AFARS 5110.002 Market Research. *“Except for “sources sought” synopses, market research is the responsibility of program managers or the requiring activity. However, all members of the acquisition team must be cognizant of available emerging technology. Requirement statements must reflect any available commercial solutions. Requirements personnel and contracting officers must work together as a team to gather market data needed to make decisions. Market research utilized to justify sole source must be complete and not more than 12 months old. A statement that the solicitation will be synopsisized and that all proposals received will be evaluated is not a substitute for performing adequate market research and in itself does not support and justify sole source.”*

The purpose of market research is to research the capability and availability of products and services in the commercial marketplace. Market research includes locating vendors in the industry via professional journals, Internet, and word-of-mouth. Helpful information includes vendor's name, address, telephone number, fax number, email address, pricing, estimated shipping, etc. Market research is **NOT** selection of the vendor. A contractor must **NEVER** be promised business during market research. Specific future

requirements are not discussed. A cut-and-paste from a website, on its own, is **NOT** adequate market research. However evaluating the salient characteristics or capabilities from a website is appropriate. More detailed information about market research follows.

a) **Information to Be Obtained**

Market research is the ongoing process of collecting and analyzing information about capabilities within the marketplace for meeting Requiring Activity needs. It identifies prospective sources, and the conditions for doing business in a particular industry. Without market research, the Government may miss out on the products and services of highly qualified contractors, or ask for nonstandard requirements that are either impractical or unduly expensive. The goals of market research are to determine how and what to buy and which competitive sources can meet Government needs.

While the nature and extent of market research varies with the size and complexity of what is required, market research, properly conducted, should answer the following questions.

- **What are the Requiring Activity's minimum requirements?**

Begin by clearly identifying the Requiring Activity's minimum needs. By doing so, you will be able to ask the right questions when making inquiries in the marketplace. Start with DoD sources. For example the Army Material Command technical community may provide invaluable assistance, information and suggestions so you, the customer, may not have to reinvent the wheel. Remember there isn't much out there that has not already been purchased before.

- **Who offers products and services that can meet these basic requirements?**

One of the purposes of market research is to foster and promote competition to obtain the best products and services at the lowest cost to the Government. Take care to avoid prematurely concluding that only one vendor can meet the Government's needs, or that the products or services offered by one particular source are the best and therefore should be procured without further consideration of other possibilities. Either scenario is a disservice to both the requiring activity and agency project/program. This is also in conflict with competition requirements.

- **What are the important characteristics and features of the products and services offered by each vendor? Under what terms and conditions are these items being offered?**

Through market research, customers become aware of significant characteristics and features of products and services that the Requiring Activity needs—not nice-to-have capabilities, but minimum essential elements in meeting requirements. Market research helps customers establish priorities, and in so doing, refine the Requiring Activity requirements.

Market research information can be used to more fully and completely define and document mission and operational needs, performance standards, system and design specifications, support strategies and plans, project/program milestones, the content of subsequent product descriptions and performance work statement, essential terms and conditions for inclusion in contracts, and evaluation factors for use in the source selection process.

- **What are the estimated prices of these goods and services?**

Establish what you can reasonably expect to pay, to ensure that adequate funding is available. Plainly identify to the vendor that this is a market survey and not a commitment by the Government to buy.

- **Are the products and services offered commercial or noncommercial in nature?**

The answer to this question affects when the Requiring Activity's requirements can be delivered, the timing and complexity of the procurement process, and how much the Requiring

Activity must pay. Noncommercial items are generally more expensive, and take longer to acquire. Wherever possible, attempt to procure commercially available products and services.

b) **Research Techniques**

- **Historical Research**

Determine whether the Activity has previously acquired the particular products or services needed or similar items. If so, review the contract files, especially performance work statement, as a guide for defining what is currently needed. However, take care to ensure that current requirements are not defined in such a way as to lean toward a particular vendor. Also note who previously was considered for contract award, the techniques used to survey the market, and the personnel involved. This information can provide valuable leads for further investigation. Another recommendation is to review the requirement with the customer and contracting officer to determine if there were any problems to insure we preclude repeating the same mistakes.

- **Finding New Contractors**

Market research may involve something as simple as conducting a comprehensive Internet search. Consider asking about possible sources from Contracting Office personnel, industry associations, and your colleagues. These sources may provide Internet addresses and subject areas for further inquiry. Professional journals, conferences, and the querying of Government and industry databases may also provide insight.

- **Web Based Market Research**

General Sources of Information

The Internet sites listed below are intended to be an aide to the program management team in conducting market research and are not intended to be all inclusive.

1) [AKSS Ask A Professor on Market Research](https://akss.dau.mil/askprof-akss/default.aspx).

URL: <https://acquire.dau.mil/akss/>

Use this site to find answers to market research questions. Type in “Market Research”, and then select “Ask a Professor”. If your question/subject does not appear, fill out the “Ask a Professor- Submit your Own Question” form found by selecting the “Ask a Question” button accessible at the bottom of the page at <https://akss.dau.mil/askaprop-akss/default.aspx>.

2) [Central Contractor Registration \(CCR\)](http://www.ccr.gov).

URL: <http://www.ccr.gov>

CCR is a searchable database of companies doing business with the Government. The database is searchable by the contractor name, Data Universal Numbering System Code, Commercial and Government Entity Code, and the North American Industry Classification System Code.

3) [Bureau of Labor Statistics \(BLS\)](http://www.bls.gov/cpi).

URL: <http://www.bls.gov/cpi>

BLS is the principle fact-finding agency for the Federal Government in the broad field of labor economics and statistics. The BLS is an independent national statistical agency that collects, processes, analyzes, and disseminates essential statistical data to the American public, the U.S. Congress, other Federal agencies, State and local governments, businesses, and labor entities. Indexes can be tapped for market research purposes (e.g., escalation rates).

4) Commercial Item Handbook. (Version 1.0), November 2001, USD, (AT&L).

URL: <http://www.acq.osd.mil/dpap/Docs/cihandbooks.pdf>

A comprehensive guide that includes additional sources for conducting market research, making a commercial item determination, and writing commercial item contracts.

DoD is in the process of updating the Commercial Item Handbook. A draft of Version 2.0 can be found at: URL: http://www.acq.osd.mil/dpap/cpic/cp/docs/draftcihandbook_06172009.doc

5) Contract Pricing Reference Guide: Chapter 1.0 to 1.3, "Pre-solicitation Market Research".

URL: http://www.acq.osd.mil/dpap/cpf/contract_pricing_reference_guides.html

6) Defense Acquisition University (DAU).

URL: www.dau.mil

DAU provides training, career management and services to enable the Acquisition Technology and Logistics (AT&L) community to make smart business decisions and deliver timely and affordable solutions to the war fighter. The DAU Web site provides a variety of resources toward this goal.

7) NASA's Contract Consolidation Initiative page.

URL: <http://procurement.nasa.gov/cgi-bin/cci/first.cgi>

Consolidated Contracting Initiative (CCI) initiative emphasizes developing, using, and sharing contract resources to meet Agency objectives. The goals of this initiative are to meet users' needs faster; reduce user time spent on acquisition-related tasks; shorten acquisition lead times; minimize contract duplication; save resources; reduce closeout backlogs; and improve cooperation with other government agencies.

NASA plans to consolidate requirements wherever it makes sense to do so. CCI information is available on-line at <http://prod.nais.nasa.gov/cgi-bin/cci/first.cgi>. CCI began November 4, 1996.

8) Eagle Eye database.

URL: <http://www.eagleeyeinc.com/Search.FPC?Pg=2253>

Lists annual contract awards, which can be used to identify contractors currently delivering the same or similar items to either the requesting agency or other agencies. Eagle Eye also identifies cognizant purchasing activities enabling further direct contact for information.

9) GSA's "Advantage" service.

URL: <http://www.gsaadvantage.gov/>

Since 1949, it has been GSA's mission to help agencies better serve the public by meeting - at best value - their needs for products and services, and to simplify access to information. For over 12 years, GSA *Advantage* has been a reliable and proven one-stop online resource for thousands of Federal employees worldwide. GSA *Advantage* offers the most comprehensive selection of approved products and services from GSA contracts.

10) FedBizOpps.

URL: <http://www.fedbizopps.gov/>

The official free online listing of Government contracting opportunities which has replaced the Commerce Business Daily.

11) DoD Electronic Mall (EMALL).

URL: <https://emall6.prod.dodonline.net/main/>

The DoD EMALL, managed and operated by the Joint Electronic Commerce Program Office (JECPO), allows Government wide Commercial Purchase Card (GCPC) customers to place delivery orders against established contract vehicles to acquire off-the-shelf, finished items from the commercial marketplace.

The DoD EMALL offers cross catalog shopping for the purpose of comparison pricing and best value decision-making.

12) General Services Administration.

URL: <http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>

GSA serves as the acquisition and procurement arm of the federal government, offering equipment, supplies, telecommunications, and integrated information technology solutions to federal agencies so that the agencies can focus on doing what they do best—serving the public.

13) Dow Jones Business Information Services.

URL: <http://www.dowjones.com>

Publishes business and financial news and information.

14) STAT-USA/Internet.

URL: <http://www.stat-usa.gov>

A service of the U.S. Department of Commerce that includes the National Trade Data Bank, the U.S. Government's most comprehensive source of international trade data and export promotion information; the Economic Bulletin Board, a comprehensive source for government-sponsored economic releases and business leads; and Global Business Procurement Opportunities, an international procurement marketplace for businesses that provides billions of dollars in procurement opportunities from all over the world.

15) Occupational Outlook Handbook (OOH).

URL: <http://www.bls.gov/oco/>

For hundreds of different types of jobs—such as teacher, lawyer, and nurse—the Occupational Outlook Handbook tells you: the training and education needed; earnings; expected job prospects; what workers do on the job; and working conditions. In addition, the Handbook gives you job search tips, links to information about the job market in each State, and more.

General Product Information Sources

16) ThomasNet.

URL: <http://www.thomasregional.com>

Search ThomasNet to find manufacturers, distributors and service providers - from Actuators to Zirconium and everything in between.

17) Institute for Supply Management.

URL: www.ism.ws

Founded in 1915, the Institute for Supply Management™ (ISM) claims to be the largest supply management association in the world as well as one of the most respected. ISM's mission is to lead the [supply management profession](#) through its standards of excellence, research, promotional activities, and education. ISM's membership base includes more than 40,000 supply management professionals with a network of domestic and international affiliated associations. ISM is a not-for-profit association that provides opportunities for the promotion of the profession and the expansion of professional skills and knowledge.

18) IHS.

URL: <http://parts.ihs.com/>

IHS claims to be the leading developer of world-class component databases, applications to manage component obsolescence, and custom data services tailored to your component research and sourcing needs.

19) CommerceNet.

URL: <http://www.commerce.net>

CommerceNet is a unique business forum that fosters worldwide collaboration and advances the rapid and real-time exchange of business information over the Internet. CommerceNet is a not-for-profit corporation that is conducting a large-scale market trial of technologies and business processes to support electronic commerce via the Internet.

20) BizWeb.

URL: <http://www.bizweb.com>

Biz Web's motto is "We scour the Internet for company and product information so you won't have to." Thousands of companies are categorized and listed by the goods or services they provide.

21) The Manufacturer's Information Network.

URL: <http://mfginfo.com>

A source of information for industry and those services related to manufacturing.

General Business Information.

22) Access Business Online(tm).

URL: <http://www.clickit.com>

Comprehensive business service that uses a proprietary system called Touch & ReachOut(tm) to make access to a wealth of top quality business information. It provides comprehensive and timely information, communication and transactions across 20 major market areas. It promises to ultimately offer the user the ability to navigate to 40,000 locations within three clicks of the mouse.

23) U.S. Securities & Exchange Commission Corporate Information Database.

URL: <http://www.sec.gov/edaux/searches.htm>

This data base contains financial filings required of companies as required by the SEC.

24) Big Yellow

URL: <http://www.bigyellow.com>

Yellow Page listings of over 16.5 million businesses in the United States. A service of NYNEX Information Technologies Company. Also contains helpful links to other business information.

25) Council on Competitiveness.

URL: www.compete.org

A nonpartisan, nongovernmental organization in Washington, the Council shapes the debate on competitiveness by bringing together business, labor, academic and government leaders to evaluate economic challenges and opportunities. Conferences, seminars and special events are used to disseminate the Council's findings and recommendations to experts, policy makers, government officials, media and the general public. The appendices to the Council on Competitiveness Report on U.S. Research & Development Competitiveness, entitled Endless Frontier, Limited Resources U.S. R&D Policy for Competitiveness, contain studies of research & development practices in the Aircraft, Automotive, Chemical, Electronics, Information Technologies and the Pharmaceuticals industries.

Aircraft

26) The Internet Parts Locator System.

URL: <http://www.ipls.com>

Provides the commercial aviation industry worldwide aircraft spare parts availability and online repair capabilities. IPLS enables you to search the database, request a quote from one of the listing companies, post messages to the aviation specific news groups, and be part of on-line discussion groups.

Apparel, Fiber & Textiles

27) The Garment Industry Development Corporation.

URL: <http://www.gidc.org>

Provides access to New York's vast apparel production capability through its Domestic Sourcing Database. It provides fast and easy access to New York manufacturers and contractors including supplier's capabilities, capacity, machine types and quality control techniques.

28) National Sourcing Database (NSDB).now called the Sourcing Mall.

URL: <http://www.sourcingmall.com/>

Integrates several data sources with information on companies producing apparel items, textile and fabric products, machinery and equipment, findings, and other useful services within the soft goods industry.

29) Architect, Engineering & Construction Product Information.

sweets.construction.com

Search for building/construction products.

Chemicals

30) ChemConnect.

URL: <http://www.chemconnect.com>

A worldwide Chemical Suppliers Directory and Chemicals Exchange. The ChemConnect Search Engine allows the user to query the ChemConnect chemical products database.

Computers and Electronics

31) Price Watch

URL: <http://www.pricewatch.com>

A fast way to find the "street price" on a computer product. Price Watch Corporation is an independent research firm that studies the street prices of computer components. Their web database is updated about 3 times a day at undetermined times.

32) TechnoGate.

URL: <http://www.technogate.com>

An on-line technology information database and communication network developed by the Canadian Advanced Technology Association (CATA). Techno Gate provides fast information exchange for the world-wide technology industry.

33) Electronic Industries Alliance.

URL: <http://www.eia.org>

The Electronic Industries Alliance (EIA) is a national trade organization that includes a broad spectrum of U.S. manufacturers. The Alliance is a partnership of electronic and high-tech associations and companies

whose mission is promoting the market development and competitiveness of the U.S. high-tech industry through domestic and international policy efforts. EIA represents over 12,500 U.S. electronics manufacturers. Information concerning many of these firms can be accessed through the EIA homepage.

34) Computer Hardware, Enterprise Software and Solutions.

URL: <https://chess.army.mil/ascp/commerce/staticPages/sitemap404.jsp>

The Computer Hardware, Enterprise Software and Solutions (CHESS) is aligned under the [Program Executive Officer, Enterprise Information Systems](#) (PEO EIS) and our mission remains as always - to support all Army customers' commercial IT requirements - quickly and economically. CHESS works diligently with other Army Knowledge Management (AKM) partners including the Army CIO-G6, the Installation Management Agency (IMA) and NETCOM to provide architecturally sound, standards and policy compliant IT enterprise solutions to all Army posts, camps and stations around the world.

35) Information Technology Electronic Commerce Direct.

URL: <http://www.itec-direct.navy.mil>

The Information Technology Electronic Commerce (ITEC) Direct program provides commercially available, Department of Navy standard compliant, Information Technology (IT) products and services. This site provides a fast and easy way to electronically locate and compare IT hardware, software, and services.

International Sources

36) The Thomas Register of European Manufacturers.

URL: <http://www.tipcoeuropa.com>

A pan-European industrial buying guide that provides immediate access to 130,000 industrial suppliers throughout 12 European Union countries.

Office Equipment

37) Better Buys for Business.

URL: <http://www.betterbuys.com>

Offers a guide to various kinds of office equipment. It refuses to accept advertising, so as to offer an unbiased analysis. There are Better Buys reports on all the major types of office equipment -- copiers, fax, multifunctional equipment, printers, phones systems, mailing equipment, and more. You can either subscribe to all the guides or buy individual ones.

Subscriptions Required

38) Hoover's a D&B Company.

URL: <http://hoovers.com>

This database contains listings for over 32M companies and 37M people and reports for over 600 industries. Hoover's Company Profile Database is only available to subscribers.

39) Dunn & Bradstreet's.

URL: <http://www.dnb.com>

A catalog of tools to identify and assist in evaluating potential suppliers based on purchasing needs; demographics such as size, geography, woman or minority owned business; ISO 9000 registration; past performance information; non-delivery or insolvency information. D&B offers reports, publications, supplier base analysis and software.

The General Services Administration (GSA) maintains a variety of schedules permitting Government agencies to place orders against existing contracts for various types of supplies and services. As a basis for further inquiry, you may wish to contact the Contracting Office to determine whether your requirement is covered by an existing GSA schedule, and what contractors are listed under it.

- Become familiar with DOD Instruction 5500.7-R, Joint Ethics Regulations
- **DO NOT** favor nor create the appearance of favoritism of one source over others
- **DO NOT** commit the Government.
- **DO NOT** release information to sources, either before or during the contracting process, which would give a competitive advantage. This includes, but is not limited to, details of the requirement, Government estimates, and the number of competing firms.
- **DO NOT** ask a prospective contractor to help prepare the specification or SOW without a contract to do so. Also, using a vendor's plan or proposal as the basis for establishing a Government requirement is generally prohibited.
- **DO NOT** permit a vendor to prepare Government estimates.
- **DO NOT** use prospective contractors' price estimates as the sole determining basis of the Government estimate. Utilize Government sources for estimate development.
- **DO** clarify that the Government's intent is only to seek price and availability information, not to make a purchase when obtaining informational quotes or obtaining general information.

Market Research

Watch Out For. . .

- Commercial suppliers with no documentation to support their claims for product performance, reliability, and logistics support.
- Product reliability, quality and supportability requirements being traded for cost, schedule and performance gains.
- Not surveying enough vendors to obtain information on the entire marketplace.
- Giving the impression that you are obligating the Government or guaranteeing a contract award. Requiring Activity must clearly state that information is for market research only. Do not provide advanced notification of a pending solicitation.

3. Preparation of the Performance Work Statement

The Performance Work Statement (PWS):

- Defines the work: the responsibilities, products, services, and workload in terms of the output.
- Establishes measurable performance standards in such areas as: Timeliness, Quality, Quantity, and Effectiveness.
- Provides the "how to" for surveillance (Choose only critical areas to monitor).
- Remember do not reinvent the wheel. Update the existing PWS due to changes in the requirement (review previous modifications) or lessons learned from the previous procurement. For emerging requirements, consultation with other installations or organizations is strongly encouraged.

The major areas to consider when developing a PWS are:

- Conduct an Analysis
- Apply the "So What?" test
- Capture the results of the analysis
- Write the Performance Work Statement
- The Government must describe the desired end state and the contractor is responsible for meeting the end state.

Conduct an Analysis.

For an Emerging Requirement Preparation of a PWS begins with an *analytical process*, often referred to as a "job analysis." It involves a close examination of the requirements and tends to be a "bottom up" assessment. This analysis is the basis for establishing performance requirements, developing performance standards in a Performance Requirements Summary, writing the Performance Work Statement, and producing the Quality Assurance Surveillance Plan. Those responsible for the mission or program are essential to the performance of the job analysis.

- Early coordination with all stakeholders (Leadership, End User, Requiring Activity, Resource Manager/G-8, Contracting, etc.) is vital in order to capture all pertinent information and to ensure that the requirement is understood and complete.
- Define the desired outcomes: *What must be accomplished to satisfy the requirement?*
- Conduct an outcome analysis: *What tasks must be accomplished to arrive at the desired outcomes?*
- Conduct a performance analysis: *When or how will I know that the outcome has been satisfactorily achieved, and how much deviation from the performance standard will I allow the contractor, if any? What are the Acceptable Quality Levels (AQLs)?*

The AQL establishes the allowable error rate or variation from the standard. For example: In a requirement for taxi services, the performance standard might be "pickup within five minutes of an agreed upon time." The AQL then might be five percent; i.e., the taxi could be more than five minutes late no more than five percent of the time. Failure to perform within the AQL must be addressed through a series of steps (Contracting Officer Representatives Surveillance Report, Contractor Discrepancy Report, Cure Notice, Show Cause Notice etc) and could potentially result in a contract price reduction or other action if the performance is not remedied.

With regard to performance standards and AQLs, the Requiring Activity should remember that an option is to permit contractors to propose standards of service, along with appropriate price adjustment or other action. This approach fosters a reliance on standard commercial practices. Remember that all these points -- performance standards, quality levels, and price -- are negotiable.

Apply the "So What?" test.

An analysis of requirements is often, by its nature, a close examination of the status quo; that is, it is often an analysis of process and "how" things are done... exactly the type of detail that is not supposed to be in a PWS. The Requiring Activity needs to identify the essential inputs, processes, and outputs during job analysis. Otherwise, the danger is that contractors will bid back the Work Breakdown Structure, and the Contracting Office will have failed to solicit innovative and streamlined approaches from the competitors.

One approach is to use the "so what?" test during job analysis. For example, once job analysis identifies outputs, the Requiring Activity should verify the continued need for the output. They should ask questions like: Who needs the output? Why is the output needed? What is done with it? What occurs as a result? Is it worth the effort and cost? Would a different output be preferable?

Capture the results of the analysis in a matrix. Refer to the Performance Work Statement Template.

As the information is developed, the Requiring Activity should begin capturing the information in a performance matrix that addresses the following:

- Desired Outcomes: What do we want to accomplish as the end result of this contract?
- Required Service: What task(s) must be accomplished to give us the desired result? (Note: Be careful this doesn't become a "how to" statement.)
- Performance Standard: What should the standards for completeness, reliability, accuracy, timeliness, customer satisfaction, quality and/or cost be?
- Acceptable Quality Level (AQL): How much error will we accept?
- Monitoring Method: How will we determine that success has been achieved?
- Incentives/Disincentives for Meeting, Exceeding or Not Meeting the Performance Standards?

Take the desired outcomes, performance objectives, performance standards, and acceptable quality levels that have been developed during the analytical process and document them in a Performance Requirements Summary (PRS). The PRS matrix has five columns: performance objective, performance standard, acceptable quality level, surveillance method, and incentive. The PRS serves as the basis for the performance work statement. Refer to the PRS Template in this Handbook for a complete Performance Requirement Summary example.

Performance Requirement Summary Table

Performance Objective (Include PWS Ref)	Performance Standard	Performance Threshold	Surveillance Method	Incentive / disincentive
<i>PWS Para. C.14.B. The contractor will be required to perform relocations of previously placed portable latrines and/or provide latrines to additional delivery points during the daily performance of the contract.</i>	<i>Initial delivery and relocation services shall be accomplished within four (4) hours of receipt of an order.</i>	<i>Initial deliveries and relocations will be completed in 4 hours or less 95% of the time. Data to support this metric will be maintained by the contractor. Contractor will maintain logs identifying date and time of receipt of initial delivery and relocation orders and date and time of delivery completions. The metric will be calculated monthly by dividing number of deliveries/relocations done in 4 hours or less by total number of deliveries/relocations for the month. This metric will be reported monthly by the contractor in the monthly activity/significant event report.</i>	<i>Random Sampling</i>	<i>Contractor compliance to 4 hour relocation and initial delivery will be tallied for CPAR reporting periods and the results of the data will be used to substantiate objective ratings of contractor performance. Trends of less than acceptable performance could result in reductions in monthly payments at the discretion of the Contracting Officer. Results of this performance objective will be used in calculation of ward fee.</i>

4. Preparation of a Quality Assurance Surveillance Plan

a) The QASP is a Government-developed document describing how the contractor’s performance will be measured and assessed against performance standards identified in the PRS. The QASP is the written instruction by which the COR ensures that the Government is getting what is contractually required. The QASP consists of written instructions for the COR and a checklist containing items of contract performance, which have been extracted from the Performance Work Statement. The surveillance methods outlined in the QASP must focus on the quality of the goods and/or services provided rather than how the goods and/or services are provided/delivered. **The PWS and QASP should be developed simultaneously.** The base contract QASP will be used when monitoring task orders unless otherwise stated.

b) FAR Part 46 and DFARS Part 246 outlines the requirement for a QASP. The Deputy Assistant Secretary of the Army for Policy and Procurement mandated a QASP be prepared and implemented in all service contracts over \$150,000 in memorandum dated 21 OCT 2010 – Post Award Oversight

and Surveillance of Contracts. For contract actions valued at less than \$150K a COR and/or QASP may be required. This will be determined by MICC Fort Polk based on factors such as risk or complexity.

c) The Requiring Activity develops the QASP. The QASP is based on the performance requirement summary (PRS) and the workload contained in the Performance Work Statement. When preparing the QASP, it is important to select the most appropriate surveillance method for the effort involved. The QASP should take into consideration task criticality, task lot size, surveillance period, performance requirements and standards, availability of quality assurance evaluators (**COR/QAE**), surveillance value in relation to task cost/criticality, and available resources. Careful selection of appropriate surveillance methods enables the Government to determine the amount of resources and associated costs needed to perform the surveillance task. Accepted methods of surveillance include:

(1) Customer Input/Feedback--Although usually not a primary method, this is a valuable supplement to more systematic methods. For example, in a case where random sampling indicates unsatisfactory service, customer complaints can be used as substantiating evidence. In certain situations where customers can be relied upon to complain consistently when the quality of performance is poor, e.g., dining facilities, building services, customer surveys and customer complaints may be a primary surveillance method. Therefore, customer satisfaction is an appropriate performance standard. In all cases, complaints should be documented, preferably on a standard form.

(2) 100 Percent Inspection--This is the most appropriate method for tasks with stringent performance requirements, e.g., where safety, health and/or unacceptable risk is a concern. With this method, performance is inspected/evaluated at each occurrence. 100 percent inspection is too expensive to be used in most cases.

(3) Periodic Inspection--This method, sometimes called "planned sampling," consists of the evaluation of tasks selected on other than a 100 percent or random basis. A predetermined plan for inspecting part of the work is established using subjective judgment and analysis of agency resources to decide what work to inspect and how frequently to inspect it. It may be appropriate for tasks that occur infrequently, and where 100 percent inspection is neither required nor practicable.

(4) Random Sampling--This is usually the most appropriate method for recurring tasks. With random sampling, services are sampled to determine if the level of performance is acceptable in accordance with contract requirements. Random sampling works best when the number of instances of the services being performed is very large and a statistically valid sample can be obtained. Computer programs may be available to assist in establishing sampling procedures. See <http://www.sqconline.com/mil-std-105.html> for statistical sampling plans.

d) One way to document surveillance is through the use of a surveillance checklist which is based upon the performance metrics identified in the PRS. Techniques include inspections, correspondence reviews, customer surveys, and audits. When performance is deficient, the evaluator will notify the Contracting Officer who in turn will notify the contractor promptly and implement the agency's system to track corrective action. Refer to the Template for an example of a QASP.

5. Preparation of an Independent Government Cost Estimate (IGCE)

This process establishes cost estimates; it identifies all costs and provides the rationale for those costs. A good IGCE is much more than price. The IGCE also identifies effort, types of labor, tasks, materials, equipment, and other significant features of the work. An Independent Government Cost Estimate (IGCE) is a cost estimate based on the anticipated costs of a proposed requirement. It provides an unbiased, realistic estimate of cost, labor and materials; and is, therefore, prepared without the influence of potential contractors' (marketing) efforts.

Depending on the requirement, the IGCE may be simple or complex. Commercial item cost estimates can often be developed directly from published price lists obtained during the customer's market research. An IGCE for a larger acquisition (such as a BASOPS Support or Mission Training Support contract) is more complex, as it requires a well-defined Performance Work Statement (PWS), extensive pricing data from similar programs, and expert assistance from your contracting office.

The Requiring Activity is responsible for preparing an IGCE in the planning stage of each proposed requirement. The estimate must be totally independent, and therefore shall not be based on anticipated or exact costs obtained through discussions with or input from a prospective offeror. The customer shall include the completed IGCE as an attachment to each purchase request that is routed to the Contracting Office.

Purpose

The IGCE provides the customer with the best estimate available to ensure and verify that adequate resources exist to budget, manage, and support the proposed requirement. Therefore, an IGCE not only serves as cost estimate for the particular procurement action, it also serves to aid the customer in determining current and future budget allocation needs. This is significant, as a poorly calculated IGCE can:

- Result in unanticipated budget overruns, which can in turn severely limit funds availability for the customer's other needs/requirements
- Endanger the continuity of the underestimated requirement

The Contracting Office uses the IGCE to determine if an offeror (vendor) understands the anticipated effort, and to establish a negotiation position for obtaining the best contract price for the Government. Therefore, an inaccurate IGCE can hinder the Contracting Officer's ability to obtain the best price – or even the correct price – for the customer. The end result under such circumstances is often unanticipated cost overruns.

Preparation

The following steps should be taken by the customer to prepare an accurate IGCE:

Step 1: Clearly define requirements

- a. For simple requirements, this may mean a basic product or service description (including Manufacturer Part Number, ISBN, or other identification number) rather than a PWS.
- b. For other requirements, prepare a PWS that fully defines the requirement so that all cost elements can be clearly identified for the IGCE. When option periods are included in the PWS, their respective cost elements must also be captured in the IGCE.

Step 2: Complete Market Research. Each cost element of an IGCE must be supported by an explainable rationale, which is often obtained directly from the customer's market research. This step may be completed in tandem with Step 1.

Step 3: Identify all anticipated cost elements in the requirement and determine a cost estimate for each, based on information gained from market research and recent historical data from similar acquisitions (if available).

- a. For a simple requirement, this may mean matching the supply/service description to a current price catalog or GSA contract price list.
- b. For requirements with a PWS, the process is more involved. The PWS should allow the customer to clearly identify all the cost elements of the requirement. These may include, but are not limited to:

- Material Costs. Calculated as the required quantity multiplied by the estimated unit cost for each material element. Material costs may include but are not limited to equipment (such as ADP and training aids), software titles and licenses, books, kits, conference rooms, etc.
- Labor Costs. Calculated by number of hours for each required labor category multiplied by the estimated hourly cost for that category (as determined during market research). For more complex requirements, the IGCE must reflect indirect as well as direct labor costs, and assistance in these calculations should be obtained from the Contracting Office.

Note: Direct Labor is labor that is directly applied to fulfilling the requirement. Indirect labor includes other labor costs incurred by a contractor in order to perform the requirement. For example: Under a student busing requirement, labor categories directly related to performance of services include those for bus drivers, safety attendants, and dispatchers. Indirect labor costs include managers and administrative assistants.

- Travel & Other Costs. Calculated in accordance with the Joint Federal Travel Regulations. The IGCE should identify each travel requirement, to and from locations, the number of personnel required for the travel, the number of travel days, and all other anticipated costs for the travel. Such costs can include but are not limited to those for lodging, meals and incidentals (per diem), rental cars and airfare (or other applicable mode of transportation).

When the requirement contains option periods, identify and calculate all cost elements associated to each performance period as a separate subtotal (i.e. all costs for the base period, all costs for the first option period, all costs for the second option period, etc.). Each performance period is calculated separately because the cost elements for each may vary. For example: a Base Period may have a Phase In or other start up cost elements that would not be repeated in future Option Periods. Additionally, cost elements in Option Periods may include increases to the Consumer Price Index (CPI) in the areas of materials, fuel and labor. In the final Option Period a contractor may have Phase Out costs which would need to be considered.

For additional information on the preparation of Independent Government Cost Estimates refer to page 70 of this guide.

6. Brand Name or Equal

FAR 11.104 allows the use of brand name or equal purchase descriptions in describing agency needs in a solicitation, but must include, in addition to the brand name, **a general description of those salient physical, functional, or performance characteristics of the brand name item that an 'equal' item must meet to be acceptable for award.** Acquisitions conducted under FAR Parts 12 and 13 are not exempt from this requirement. A brand name or equal RFQ is defective if it does not list salient characteristics. This leads to offerors providing equal products and are left to guess at the desired essential qualities of the brand-name item. Where a Requiring Activity does not include a list of salient characteristics in the solicitation, the Contracting Office is precluded from rejecting a quote offering an equal product for noncompliance with some performance or design feature, unless the offered item is significantly different from the brand-name product. **MICC Fort Polk requires providing name brand and manufacturer part number(s) as well as salient characteristics. Manufacturer part numbers should be searchable and found via internet search engines. Be aware that an “after market” vendor part number MAY NOT be the same as an original manufacturer’s part number.**

7. Urgent Purchase Requests

MICC Fort Polk is committed to fostering attitudes and behaviors that support a transparent and ethical procurement system.

Competition is the cornerstone of the acquisition system and is the law. The benefits of competition are well established. Competition saves money for the tax payer, improves contractor performance, curbs fraud and encourages accountability for results. Ineffective management of Government purchasing corrodes the standards of the businesses competing for Government work which has ripple effects making our economy less efficient and less prosperous.

Non-competitive contracting has more than doubled during the first half of this decade. In the last three years five federal officials have been convicted of crimes involving federal contracting. Competition for contracts is to be avoided only if a senior agency official makes an objective determination that *the circumstances are so urgent, the need so compelling or the requirement so secret that full-and-open competition is not in the public interest.*

The courts have ruled that poor planning, inexperienced staff, failure to develop adequate specifications, personnel turnovers, excessive backlog of work, and failure to timely project needs/renewals do not justify sole source procurements

Any sole source or urgent requests that prevent competition is strongly discouraged. Such requests will be heavily scrutinized by the Contract Specialist, the Contracting Officer and the Competition Advocate. Requests over \$300K will require legal review. If sole source trends are observed in any one customer or unit that organization will be flagged as “high risk,” and MICC will work with Senior Leadership to explore alternatives to sole source purchase requests.

All sole source acquisitions over \$25,000 will be advertised to industry so that they will have the opportunity to challenge the sole source requirement. **Our experience is that our customers cannot support sole source purchase requests when faced with an industry challenge or protest.**

To avoid competition pitfalls:

- Create tools and spreadsheets to track expiring contracts and options. Review them at least quarterly and provide MICC adequate lead times.
- Follow guidance and be timely with requests from MICC.
- Include MICC in requirements planning meetings as much and as soon as possible.
- When conducting market research, personnel should obtain informational quotes from at least three vendors.

8. Sole Source Procurements

If any MICC Fort Polk customer believes that they have a candidate for Sole Source procurement, it is their responsibility to provide a logical, cogent and well written support for the action in accordance with the exceptions noted in FAR Part 6.

The Commander, MICC Fort Polk must approve all Sole Source Justifications and Approvals and in some instances may have to be approved at Field Contracting Office (FCO) Fort Bragg. Requiring Activities must completely justify, in writing, a request to effect acquisition on a sole source basis when the requirement is estimated to exceed \$2,500. Sole source justifications are subject to scrutiny by investigatory activities such as the Army Audit Agency and the Government Accountability Office.

Sole source acquisitions may occur only when the supplies or services required are available from only one responsible source, and no other type of supplies or services will satisfy the Army's needs. Examples of such situations are:

- When MINIMUM NEEDS can be satisfied only by unique supplies or services available from only one source or only one supplier with unique capabilities.
- The existence of limited rights in data, patent rights, copyrights, or secret processes; the control of basic raw material; or similar circumstances, make the supplies or services available from only one source (however, the mere existence of such rights or circumstances does not in and of itself justify the use of sole source acquisition).
- When DA has determined in accordance with its standardization program that only specified makes and models of technical equipment and parts will satisfy the Army's needs for additional units or replacement items, and only one source is available.

Sole source acquisitions are proper under the following circumstances:

- Unique product. Only one company produces the sought after item. This condition is usually based on the fact that the company has proprietary rights in the product being bought. Utilization of such a unique product must be the only means of performing the function. Such a unique product must be essential for the requiring activity's operation, not merely desirable or nice to have. Therefore, the justification must be supported by factual statements as well as the inviolate need for that item.

- Unique physical or functional characteristics. Although there are similar generic products available, only one manufacturer's product meets all of the minimum essential needs for use. In the same manner stated in (1) above, the requiring activity must support the need for the unique characteristics upon which the justification is based.
- Compatibility. Only one company can provide a product which is compatible with existing equipment. The absolute need for compatibility must be established and the justification must include an explanation of how it was determined that no other product is compatible, and the ramifications of using other products.
- Interchangeability. Equipment must duplicate and be interchangeable with existing equipment. A "bona fide" need must exist (to actually exchange the equipment), not just to provide for remote contingency utilization. It should be noted that standardization must have sanction by DA.
- Unique qualification. Only one company has the unique qualification needed to perform the services. This is a rare condition and must be based on one-of-a-kind facilities, technical skills, or knowledge essential to acceptable accomplishment of the tasks. In these cases, the conclusion must be supported by well documented facts.

The following situations, in themselves, are unacceptable circumstances for sole source acquisition:

- Administrative delay. Time alone is an insufficient justification for sole source. Non-competitive solicitation shall not be justified on the basis of (a) a lack of advance planning by the requiring activity or (b) concerns related to the amount of funds available (e.g., funds will expire) to the agency or activity, for the acquisition of supplies or services.
- Superior product.
- Lower price. The lowest price can be established only through competitive acquisition. Notwithstanding published prices, any contractor has the prerogative to sell its products at less than advertised prices.
- Follow-on supply contract. This does not of itself confer sole source status on a contractor. The justification must be based on the contractor's vested knowledge, expertise, equipment, etc., which would render any other contractor incapable of meeting the required schedule, which must be documented. A simple statement that the product is needed by a certain date is inadequate. WHY must the Government have it by that date? WHAT consequences will be encountered if that date is not met?
The importance of preparing a complete, accurate, and thoroughly documented sole source justification cannot be overemphasized.

9. Acquisition Milestone Agreement (AMA)

The Acquisition Milestone Agreement (AMA) process marks a strategic shift in the approach to acquisitions by incorporating a more meticulous planning process to improve communication, standardize the development of milestones, and increase accountability. The

process invites our customers to play a more active role earlier in the acquisition process, which results in better working relationships and customer buy-in. The agreement marks a significant departure from previous procedures by bringing parties to the table much sooner for a back-to-basics approach in developing and managing procurements. The change calls for initiating a communication and tracking measure much earlier in the process. Contracting officials will create and coordinate the agreement as part of a kickoff meeting that documents the customer's understanding of responsibilities in the acquisition process. The agreement will then serve as a binding document with agreed-to procurement milestones, thus creating shared accountability among mission partners. Any changes in milestones would require concurrence by both the MICC and the requiring activity. AMA's are required for contract requirements valued in excess of \$1M to include option periods. The disciplined and structured approach to the contracting process identifies key stakeholder responsibilities, establishes a mutually agreed upon timeline with key milestones and will result in increased transparency and predictability. Additional information pertaining to the AMA process can be obtained from MICC Fort Polk.

10. Contracting Officer Representative (COR)

Contracting Officer Representatives (CORs) serve as the eyes and ears of the Contracting Officer at the contractual place of performance or as otherwise designated/appointed by the Contracting Officer. COR's mandatory for all Service Contracts.

COR's must be;

- A US Government Employee (Military or Civilian).
- Qualified by Training, Professional Certification, and/or experience.
- Designated/appointed in writing by a Contracting Officer.

COR's duties and responsibilities include but are not limited to;

- Performing contract surveillance oversight of the contractor's compliance with contract requirements and providing information regarding compliance to the KO.
- Assisting in the preparation of the Quality Assurance Surveillance Plan (QASP) for all contracts prior to contract award.
- Maintaining a file for each contract that they are assigned COR duties.
- Submitting reports in a timely manner.
- Certifying contractor invoices for payment in Wide Area Work Flow (WAWF).

Additional information pertaining to COR nomination, training, and appointment can be located in ACC Pamphlet 70-1 Interim Army Contracting Command – Contracting Officer's Representative Policy Guide. This PAM can be found on the MICC – Fort Polk webpage <http://www.jrtc-polk.army.mil/DOC/index.htm>

11. Items Requiring Special Attention

There are times that law or statute requires special approval or waiver before MICC Fort Polk can contract for certain types of requirements. Additionally, there are specific items that cannot be procured with appropriated funds. Screening your purchase requests against this list prior to submitting to the Contracting Office will prevent unnecessary processing days. Some of the more common items that require special attention include but are not limited to;

Item	Remarks	Website
Computer Software	Mandatory source is the Computer Hardware, Enterprise Software and Solutions (CHESS) or waiver must be obtained from CHESS.	https://chess.army.mil/
Computer Hardware greater than \$25,000	Mandatory source is the Computer Hardware, Enterprise Software and Solutions (CHESS) or waiver must be obtained from CHESS.	https://chess.army.mil/
Printing Services	Mandatory source is Defense Logistics Agency (DLA) Document Services.	http://www.documentservices.dla.mil/
Green Procurement Program	The Army is now moving toward a 100% compliance goal. It is no longer an option.	http://www.acq.osd.mil/dpap/cpic/cp/specific_policy_areas.html#green_procurement

12. Information Technology (IT)

The tremendous Information Technology buying volumes of the Army and DoD have spurred efforts among the Services Steering Groups and Agencies Headquarters within DoD to consolidate requirements and leverage that buying power to provide lowest available pricing with value-added benefits.

Computer Hardware, Enterprise Software and Solutions (CHESS) is the Army's primary source for Information Technology – including hardware, software, and support services. For purchases of software, desktops or notebooks, use CHESS contract vehicles and DoD Enterprise Software Initiative (ESI) Agreements first, regardless of dollar value. For other IT products or services greater than \$25,000, or if the required item or service is not available on a CHESS contract, you must request a waiver from CHESS.

If the purchase is a desktop or notebook computer, Army policy requires purchase from the CHESS Consolidated Buy (CB) program regardless of dollar value, unless an exception applies. The CB exception process is described on the CHESS website. Note that the approval of an exception is at the 06 or GS-15 level. Documentation supporting the exception shall be maintained in the contract file.

IAW AR 25-1, the Network Enterprise Center (NEC) must coordinate on all IT requirements for compliance with standards, accreditation, networthiness, Installation Information Infrastructure Architecture (I3A) and similar Army standards. This also includes all IT micro purchases and purchase card transactions. Consumables such as diskettes, CDs, toner cartridges, etc. purchased using the Government Purchase Card does not require NEC approval. As a reminder, always check local NEC and contracting policies.

Departments and agencies shall fulfill requirements for commercial software and related services, such as software maintenance, in accordance with DoD ESI (see website at <http://www.esi.mil/>). ESI promotes the use of enterprise software agreements (ESAs) with contractors that allow DoD to obtain

favorable terms and pricing for commercial software and related services. ESI does not dictate the products or services to be acquired.

When submitting your purchase request via GFEBs to the local Contracting Office to procure IT (hardware or software), you must have a Capability Request (CAPR) document. The CAPR is executed by the customer with final review and approval by the NEC or Requiring Activity IT equivalent (i.e. MEDDAC).

Requirements for software license renewals and or support agreements will be submitted to MICC Fort Polk 30 to 60 days prior to the expiration date in order to avoid a break in service and potentially having to incur additional costs for the break in service.

The Government only acquires rights in technical data or computer software that are required for use of the material or data/software to be delivered under the contract. If data will be needed, the data should be requested and a [DD Form 1423](#) (Contract Data Requirements List) prepared as required by [DFARS 215.470](#).

13. Service Contracts and Government Furnished Property (GFP)

Fixed price contracts with no GFP is the preferred contract type, and as opportunities allow, cost reimbursement-type contracts will be replaced with fixed price contracts. When cost reimbursement-type contracts must continue to exist, the list of “repair-and-replace” equipment provided as GFP must be carefully scrutinized and scrubbed by the customer. If necessary, MICC Fort Polk may recommend additional incentives to continually induce the contractor to keep **GFP-levels DECLINING** at Fort Polk.

MICC Fort Polk is committed to working with customers to make sure that new service contracts or re-solicitations of existing contracts are planned, awarded, and administered with:

- Full compliance of FAR Part 45 Government Property.
- Property Control Plans (PCPs) for both the Government and Contractor.

This process must start in the early stages of the acquisition planning process.

Requirements documents for services that mention Government Furnished Property, Equipment, Facilities (including facility utility services), Vehicles, and Materials need to be cost estimated and have review and approval through the appropriate Command.

14. Item Unique Identification (IUID)

On 29 July 2003, the “Policy for Unique Identification (UID) of Tangible Items- New Equipment, Major Modifications, and Reprourement of Equipment and Spares,” was issued making IUID a mandatory DoD requirement on all solicitations issued on or after 01 Jan 2004.

All solicitations, contracts or delivery orders for tangible items delivered to the Government require Item Unique Identification or a DoD recognized unique identification equivalent, if:

- All delivered items for which the Government’s unit acquisition cost is \$5,000 or more
- Items for which the Government’s unit acquisition cost is less than \$5,000, when identified by the requiring activity as serially managed, mission essential, or controlled inventory
- Items for which the Government’s unit acquisition cost is less than \$5,000, when the requiring activity determines that permanent identification is required

It is anticipated that situations might arise where vendors of commercial products may not be prepared to comply with DoD UID requirements within the cost constraints and time frames required for product delivery. Should this occur, DoD requiring activities may consider implementing a strategy under which the DoD would either:

- Furnish product UID labels to the commercial vendors for application to products before shipment.
- Contract with third parties to furnish and apply the UID labels after product delivery from the commercial vendors. This strategy should only be implemented if cost advantages would accrue to the Government.

It is the responsibility of the customer to inform the Contracting Office if the supply items to be procured meet the IUID requirements and provide a word document with their ARP to identify those items under \$5000 which need to be uniquely marked.

15. Contract Security Classification Specification (DD Form 254)

Requirements may involve the release of classified information to the contractor and/or the generation of classified information or material by the contractor. If so, the PWS must be reviewed by the JRTC G-2 or DPTMS and a [DD Form 254](#) must be a part of the procurement package and the solicitation. The DoD Industrial Security Manual (DoD [5220.22-M](#)) should be followed in completing this document. The DD Form 254 will be signed by the appropriate security official(s). Further information regarding the completion and or use of DD 254 can be obtained through the JRTC G-2 or DPTMS.

It is the responsibility of the customer to confirm with JRTC G-2 or DPTMS if a DD254 is required for their procurement and provide positive or negative confirmation of this to the Contracting Office.

16. Wide Area Work Flow (WAWF)

Section 1008 of the National Defense Authorization Act (NDAA) for FY 2001 directs the Secretary of Defense to require that any claim for payment under a DoD contract be submitted in electronic form. Wide Area Work Flow (WAWF) is a web-based system that enables vendors and receiving activities to electronically submit invoices and receiving reports to the Defense Finance and Accounting System (DFAS) for payment.

All GFEBS account holders are mandated to have active accounts with WAWF. Access will not be granted to the GFEBS system without proof of an active account. If someone other than the individual submitting the purchase request through GFEBS will be executing the receiving report in WAWF, you must also establish an active account through WAWF. You can access the WAWF web site at <https://wawf.eb.mil/> If you need further assistance when establishing an account, please contact your resource management office.

17. Unauthorized Commitments

An unauthorized commitment (UAC) is a non binding agreement solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government. No matter what the circumstances, no matter what the intentions or misunderstandings, a UAC will be investigated, actions will be taken such that the UAC will not reoccur, and in extreme cases, violators may be prosecuted.

Ratification is the act of approving a UAC by a Contracting Official who has the authority to do so. Requiring Activities must take positive action to preclude, to the maximum extent possible, the need for ratification actions. Ratification procedures are carefully controlled and scrutinized, and have to be concurred by the first 06/GS-15 prior to submission for approval.

If a UAC occurs, the organization will be provided an electronic form, "Request for Approval of Unauthorized Commitment". All required blocks must be completed or it will be returned for further action. Part 1 Section A must be completed by the person who committed the act, and must sufficiently answer all questions and issues surrounding the UAC. Part 1 Section B must be completed by the 06/GS-15 Unit Commander or Director. It must include actions to prevent reoccurrence which may include counseling, training, and disciplinary action. If the UAC is greater than \$10,000, Part II must be completed by the Garrison Commander or First General Officer for approval of corrective actions taken.

All UAC forms must be submitted to the investigating Contracting Officer and to the Chief, Business Operations Division. See FAR 1.602-3 and AFARS 5101.602-3 for additional guidance. If the UAC is greater than \$10,000, Ratification must be elevated from MICC Fort Polk to a more senior Contracting level.

18) Purchase Request and Commitment (PR&C) Submission

Purchase requests for supplies, services and construction WILL BE submitted via General Fund Enterprise Business System (GFEBS) for all customers on Fort Polk. The GFEBS system is managed by Resource Managers. Specific instructions pertaining to training, establishment of accounts, and SOP for use should be coordinated through your local Resource Manager. Failure to submit a COMPLETE requirements package can result in your Purchase Request being cancelled from the system. Several attempts to contact you and identify its shortcomings will be made before any cancellation occurs.

MICC Fort Polk has developed four checklists to assist you when preparing your purchase requests. These checklists will ensure that we receive information necessary to purchase what you need, or coordinate the service you require in a timely manner. Your assistance in providing this information will expedite the procurement process and will alleviate unnecessary calls requesting further information or, returning your request without further action. Please note that Service Contract Approvals are required for all service contracts and exercise of options against Service Contracts. Checklists are located at the rear of this Customer Handbook.

Purchase Requests

Watch Out For. . .

- Purchase Authority omitted (Usually an Army Regulation providing the requiring activity the authority to procure.)
- Purchase Requisitions not structured correctly or missing the Treasury Accounting Symbol (TAS) codes.
- Not including Independent Government Cost Estimates with the Purchase Request (PR).
- Not including Capability Requirement (CAPR) document or other required waivers from mandatory sources (i.e. furniture and UNICOR)
- Justifications and/or waivers that are not adequately documented.
- Quantities or units not consistent with the requirement.
- Unreasonable cost estimates, given the requiring activity's supporting data.
- Descriptions that are vague, ambiguous, overly restrictive or insufficiently restrictive.
- Identification of PR's that are Incrementally Funded or Subject to Availability of Funds (Additional prior coordination with MICC Fort Polk is required.)
- Failure to provide the following information with the GFEBs PR will result in delays to completing your procurement.
 - Current contract and/or previous contract number (if applicable)
 - Was the current contract awarded on a sole source basis?
 - Incumbent (current) contractor
 - Recommended sources and POC information
 - Period of performance or required delivery date
 - Will option years be required, and if so, how many are requested? Based on the type of service required some limitations on option periods may exist. The Purchase Request must reflect Contract Line Items (CLINs) for option periods.
 - Ship to address
 - Are there any special instructions, special contract provisions, or information that you know of that the KO needs to be aware of regarding this acquisition?
 - Provide POC, phone numbers, and e-mail addresses for the technical expert and the Resource Manager budget analyst associated with this procurement.
 - FAR 10.002(e) requires that the results of market research be documented in a manner appropriate to the size and complexity of the acquisition and provided with the Purchase Request.

19. Procurement Action Lead Times (PALT)

The Procurement Action Lead Time depicted in the following table should be used for estimation and planning purposes. Staffing and Approval processes are determined by both complexity and overall estimated contract value. Unique circumstances may also contribute to variations in the timeline.

Timelines are for planning purposes only. Specific timelines will be established upon receipt of a complete ARP.

Dollar Amount	Type	Days (Est. Min.)	Days (Est. Max.)	Categories
Supplies and Services (Commercial)				
\$2,500 - \$150,000	SAP Procedures	30	60	Open Market/GSA
Supplies and Services				
\$150,001 - \$999,999	Competitive/Sole Source	60	180	Open Market/ Negotiated
\$1M - \$9,999,999	Competitive/Sole Source	180	365	Open Market/ Negotiated AMA Required
\$10M – Above	Competitive/Sole Source/Order/Enterprise	180	365	Open Market/ Negotiated AMA & PASS Required
Delivery Orders/ Task Orders/ Blanket Purchase Agreement Orders				
Any Amount		5	45	MICC Fort Polk contract. This does not apply to Enterprise type Contracts
Construction NEW (IFBs/RFPs)				
\$2,000 - \$750,000	Competitive/Sole Source	60	120	Non-Commercial
\$750,001 - \$9,999,999	Competitive/Sole Source	120	240	Non-Commercial
\$10M – Above	Competitive/Sole Source	180	365	Non-Commercial

Legend:

SAP - Simplified Acquisition Procedures

GSA - General Services Administration

IFBs - Invitation for Bids

RFPs - Request for Proposals

Open Market - Other than GSA, Competitive Pricing

AMA – Acquisition Milestone Agreement

PASS – Preliminary Acquisition Strategy Session

20. Useful Websites

Samples can be helpful when developing performance work statements, quality assurance statements, performance requirements summary, etc. The following tables contain useful information or links to helpful websites that contain samples or are a source for additional research.

WEBSITE	
PWS: Guide to Performance Based Services Acquisition	http://www.dau.mil/pubscats/Pages/pbsa.aspx
Army Source Selection Guide	https://www.alt.army.mil/portal/page/portal/oasaalt/documents/ASSM_final_022609.pdf
GSA	General Service Administration (GSA) Advantage https://www.gsaadvantage.gov/advgsa/advantage/main/start_page.do The GSA site is used to determine if certain items can be procured under a GSA schedule.
CHESS	Computer Hardware Enterprise Software and Solutions https://chess.army.mil/ascp/commerce/index.jsp?_requestid=33230 The CHESS site is used to research IT equipment and services. This includes all hardware and software. This site is also used to obtain waivers which allow specialists to procure items not found on Chess from other sources.
iMART	www.imart.org Search engine for sources aircrafts chemicals, computers & electronics, office equipment, etc.
Thomas Registry	The Thomas Registry http://www.thomasnet.com/ This website is used to search for different industrial suppliers. There are over 67,000 categories to choose from.
NAICS	North American Industry Classification System http://www.census.gov/eos/www/naics/ This official U.S. Government Web site provides the latest information on plans for NAICS revisions, as well as access to various NAICS reference files and tools
Internet Search Engines	Internet Search Engines. Search engines such as Google http://www.google.com/ and Bing http://www.bing.com/ are tools used to search for all types of products and businesses.
DSBS	Dynamic Small Business Search http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm The Dynamic Small Business Search allows specialists to search for particular 8A businesses, small disadvantaged businesses, or other small businesses under certain size standards and capabilities.
CCR	Central Contracting Registration-CCR https://www.bpn.gov/CCRSearch/Search.aspx The CCR search is a source used to obtain information about small businesses. Some of this information includes the NACIS code, the DUNS code, if the business has a current ORCA and if the business is currently CCR registered. This site can be used to determine if the business is small or large.

FedBizOpps	Federal Business Opportunities (FedBizOpps) https://www.fbo.gov This site is used to search a variety of federal businesses or agencies within the seller's community.
WDOL - Labor Categories (Service acquisitions)	United States Department of Labor Wage and Hour Division http://www.dol.gov/whd/contracts/sca.htm This site should be used to search the current SCA Directory of Occupations (5 th Edition under Guides) for the Federal Equivalent Hire positions applicable to your procurement. After the position(s) are identified, then use the associated code to search the SCA Directory of Occupations, 5th edition Occupational Index to review and validate that the description of the position is accurate.
PSC/FSC	http://outreachsystems.com/resources/tables/pscs/
SIC	http://www.osha.gov/pls/imis/sicsearch.html?p_sic=&p_search=cellular

21. The Government Purchase Card Program

a) Government Purchase Cards

The Government Purchase Card (GPC) Program is governed by Army Government Purchase Card SOP and Fort Polk Standard Operating Procedures. Approving Officials, Alternate Approving Officials and cardholders are required to complete all training certificates and sign an appointment letter prior to becoming an approving official, alternate approving official or cardholder. The required training can be located at <http://www.jrtc-polk.army.mil/doc/NEWwebpagecontents/GPC/GPC.htm> The cards are to be used to purchase supplies, services and some construction. All credit card purchases must be fully funded prior to the execution of a purchase.

- Supplies must be a mission requirement which does not exceed \$3,000 without splitting the order. GPC use for items that are available within the supply system is restricted. Prior coordination with the GPC Program Manager is required before executing a purchase for items available within the supply system. Rental of vehicles or equipment shall not exceed 90 days.
- Services must be a mission requirement which does not exceed \$2,500.
- Construction requirements shall have written approval from DPW prior to commitment and shall not exceed \$2,000.

A Split order is defined as processing multiple transactions for the same/similar item within a short period of time, with a cumulative total that exceeds the micro-purchase threshold. If in doubt contact the GPC Program Manager.

b) Approving Official Responsibilities

Approving Official's are ultimately responsible for their respective Government Purchase Card (GPC) accounts. Therefore, all changes, news and communication are submitted through the approving official of the cardholders. It is the approving official's responsibility to forward all communications to their respective cardholders. The most frequent communications are update letter, audits and certification of accounts. Direct contact with cardholders (CH) would be initiated by the CH themselves, whether by phone or email.

c) Cardholder Responsibilities

Cardholder's primary responsibilities include making authorized transactions, collecting and maintaining the required documentation, logging and reconciling transactions, and obtaining approvals of all transactions made in support of organizational requirements.

d) Moving from GPC to Repetitive Needs Contracts (Blanket Purchase Agreements and IDIQ Contracts)

As part of MICC's goals of strategically sourcing, we request GPC cardholders to do a spend analysis on their historic purchase data, looking for repetitive purchases of same or similar items and services. These types of reoccurring purchases, above the micro-purchase threshold in their total, are the types that lead cardholders to the temptation to split requirements, that is, to purchase partial requirements from different vendors or the same vendor on different days. All such deliberate attempts to avoid the micro-purchase threshold are a violation of Federal Law.

If you are making these types of repetitive purchase on somewhat "unique items" (not general office supplies, furniture, etc.), you may have a candidate for a Blanket Purchase Agreement (BPA) or an Indefinite Delivery/Indefinite Quantity (IDIQ) Contract.

A BPA is a simplified method of filling anticipated repetitive needs for supplies or services by establishing "charge accounts" with qualified sources of supply. Similarly, agencies use an IDIQ contract when it cannot predetermine, above a specified minimum, the precise quantities of supplies or services that the agency will require during the contract period.

If you think you have a candidate for a BPA or IDIQ contract, please contact the Chief, Business Operations Division.

e) Points of Contact for GPC

MICC Fort Polk A/OPC (Program Manager) can be reached @ 337-531-2322/4236.

22. Anti-Terrorism and Operations Security Cover Sheet

a) Beginning 01 May 2012, MICC Fort Polk will not accept contract requirements packages that do not include a complete and properly executed AT/OPSEC Cover Sheet for those actions defined to require one. Use of the desk reference "Integrating Antiterrorism and Operations Security into the Contract Support Process"; and the AT/OSPEC Cover Sheet will integrate effective AT/OPSEC measures into the contract requirements package. The purpose of the cover sheet is to document the review of requirements package documents (PWS, QASP, Source Selection Criteria, etc) for AT/OPSEC and other related protection matters by a protection subject matter expert. The organizational antiterrorism officer (ATO) must review each requirements package prior to submission to the supporting contracting activity to include coordination with other staff reviews as appropriate. An OPSEC Officer review is also required.

b) Inclusion of a complete and fully executed AT/OPSEC coversheet is required in all requirements packages except for supply contracts under the simplified acquisition level threshold (Currently \$150K), field ordering officer actions, and Government purchase card purchases. Local command policy may require this form for supply contracts under the simplified acquisition level threshold. Contracting Officers are not to accept a requirements package unless it includes a completed cover sheet, except as noted above.

c) Additional information regarding this requirement can be located on the MICC Fort Polk webpage located at <http://www.jrtc-polk.army.mil/DOC/index.htm> . These products are available from either the OPMG Army AT Enterprise Portal (ATEP) on AKO (<https://us.army.mil/suite/page/605757>) or the ACC Contract Policy SharePoint site under Antiterrorism/Operations Security Corner. (https://acc.aep.army.mil/Contract_Operations/Contract_Policy/default.aspx).

CONTRACT REQUIREMENTS PACKAGE ANTITERRORISM/OPERATIONS SECURITY REVIEW COVER SHEET
(The proponent of this form is DPTMS, AT/FP Branch)

**SECTION I
PURPOSE**

Purpose of cover sheet: to document the review of the requirements package Performance Work Statement (PWS), Quality Assurance Surveillance Plan, and any applicable source selection evaluation criteria for antiterrorism (AT) and other related protection matters to include, but not limited to: AT, Operations Security (OPSEC), Information Assurance (IA), Physical Security, Law Enforcement, Intelligence, Foreign Disclosure. Army policy requirement: inclusion of a signed AT/OPSEC cover sheet is required in all requirements packages except for supply contracts under the simplified acquisition level threshold (\$150,000), field ordering officer actions, and government purchase card purchases. Command policy may require this form for supply contracts under the simplified acquisition level threshold. Mandatory review and signatures: The organizational Antiterrorism Officer (ATO) must review each requirements package prior to submission to the supporting contracting activity to include coordination with other staff review as appropriate per section II below. If the requiring activity does not have an ATO, the first ATO in the chain of command will review the contract for AT considerations. An OPSEC officer review is also mandatory.

**SECTION II
STANDARD CONTRACT LANGUAGE PROVISION/CONTRACT CLAUSE TEXT APPLICABILITY AND/OR ADDITIONAL PWS LANGUAGE**

If the standard contract or clause language is not desired, but there is related contract specific language in the PWS, check "NO" and "PWS." Text found on page two of this form is sufficient to meet specific contract request requirements, check "YES" in block below and include this language in the PWS. If standard contractual text (provisions or clauses) or clause language does not apply, check "NO." If the standard PWS language is sufficient, check "YES" and "PWS" and include both the standard language and additional contract specific language in the PWS. If standard contractual text or clause language applies, but is not in of itself sufficient, check "YES" and "PWS", and include the standard language and additional contract specific language in the PWS. If standard contractual text and clause language is not desired but there is related contract specific language in the PWS, check "NO" and "PWS".

	YES	NO	PWS
1. AT Level 1 Training (General)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. AT Awareness Training for U.S. based contractor personnel traveling overseas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Access and general protection policy and procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. iWATCH Training	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Access to government information systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. OPSEC SOP or plan requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Requirement for OPSEC Training	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Information Assurance and/or Information Technology Training	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Information Assurance and/or Information Technology Training Certification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Contractors authorized to accompany the force	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Contract requiring performance or delivery in a foreign country	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Handling and/or access to classified information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**SECTION III
REMARKS**

**SECTION IV
CERTIFICATION**

Antiterrorism Review: I am ATO Level II certified and have reviewed the requirements package and understand my responsibilities IAW Army Reg 525-13, Antiterrorism.

REVIEWER: FIRST NAME/LAST NAME, RANK/GRADE	DIGITAL SIGNATURE	DATE	PHONE NUMBER
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Operations Security Review Signature: I am OPSEC Level II certified and have reviewed the requirements package and it is in compliance with Army Regulation 530-1, Operations Security.

REVIEWER: FIRST NAME/LAST NAME, RANK/GRADE	DIGITAL SIGNATURE	DATE	PHONE NUMBER
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Section II. Standard Contract Provision and Clause Text Applicability and/or Additional PWS Language.

1. AT Level 1 Training. This provision/contract text is for contractor employees with an area of performance within an Army controlled installation, facility, or area. All contractor employees to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I Awareness Training with ____ calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned within ____ calendar days after completion of training by all employees and subcontractor personnel. AT Level I Awareness Training is available at the following website: <https://atlevel1.dtic.mil/at>

2. AT Awareness Training for Contractor Personnel Traveling Overseas. This standard language text requires U.S. based contractor employees and associated subcontractor employees to make available and to receive government provided Area of Responsibility (AOR) specific AT Awareness Training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being the local point of contact.

3. Access and General Protection/Security Policy and Procedures. This standard language text is for contractor employees with an area of performance within an Army controlled installation, facility or area. Contractor and all associated subcontractor employees shall comply with applicable installation, facility, and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the Installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

4. iWATCH Training. This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area. The contractor and all associated subcontractors shall brief all employees on the local iWATCH Program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed with ____ calendar days of contract award and within ____ calendar days of new employees commencing performance with the results reported to the COR NLT ____ calendar days after contract award.

5. Contractor Employees Who Require Access to Government Information Systems. All contractor employees with access to a government information system must be registered in the Army Training Certification Tracking System (ATCTS) at the commencement of services, and must successfully complete the DOD Information Assurance Awareness Training prior to access to the information systems and then annually thereafter.

6. For Contracts That Require an OPSEC Standing Operating Procedure or Plan. The contractor shall develop an OPSEC Standing Operating Procedure (SOP) or Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC Officer per AR 530-1, Operations Security. This SOP/Plan will include the Government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure this individual becomes OPSEC Level II certified per AR 530-1.

7. For Contracts That Require OPSEC Training. Per AR 530-1, Operations Security, new contractor employees must complete Level 1 OPSEC Training within 30 calendar days of reporting for duty. All contractor employees must complete annual OPSEC Awareness Training.

8. For Information Assurance (IA) and/or Information Technology (IT) Training. All contractor employees and associated subcontractor employees must complete the DOD IA Awareness Training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DOD and Army training requirements in DODD 8570.01, DOD 8570.01-M, and AR 25-2 within six months of employment.

9. For Information Assurance (IA) and/or Information Technology (IT) Certification. Per DOD 8570.01-M, DFARS 252.239.7001, and AR 25-2, the contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DOD 8570.01-M must be completed upon contract award.

10. For Contractors Authorized to Accompany the Force. DFARS Clause 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States. The clauses shall be used in solicitations and contracts that authorize contractor personnel to accompany U. S. Armed Forces deployed outside the U.S. in contingency operations; humanitarian or peacekeeping operations; or other military operations or exercises, when designated by the combatant commander. The clause discusses the following AT/OPSEC related topics: required compliance with laws and regulations, predeployment requirements, required training per combatant command guidance, and personnel data required.

11. For Contract Requiring Performance or Delivery in a Foreign Country. DFARS Clause 252.225-7043, Antiterrorism and Force Protection for Defense Contractors Outside the U.S. The clause shall be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and noncontingency support. The key AT requirement is for nonlocal national contractor personnel to comply with theatre clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task force commander policies and directives.

12. For Contracts That Required Handling or Access to Classified Information. Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "(Con)fidential," "(Sec)ret", or "Top (Sec)ret", and requires contractors to comply with -(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.

23. Environmental Review Cover Sheet.

a. Beginning 01 October 2012, MICC Fort Polk will not accept contract requirements packages that do not include a complete and properly executed Environmental Review Checklist Cover Sheet for those actions identified as requiring one. The determination of whether an Environmental Review Checklist Cover Sheet is required is established by the Directorate of Public Works (DPW) Environmental and Natural Resources Management Division (ENRMD). If it is determined that an environmental review is not required an email from DPW ENRMD stating as such should be provided as part of the complete requirements package. The purpose of the cover sheet is to document the review of requirements package documents (PWS, QASP, Source Selection Criteria, etc) by a qualified Subject Matter Expert (SME) for inclusion of environmental considerations.

b. Inclusion of a complete and fully executed Environmental Review Checklist Cover Sheet is required in all requirements packages except for supply contracts under the Simplified Acquisition Threshold (Currently \$150K), Field Ordering Officer actions, and Government purchase card purchases.

CONTRACT REQUIREMENTS PACKAGE ENVIRONMENTAL REVIEW CHECKLIST COVER SHEET PWS for _____ (The proponent of this form is DPW, ENRMD)			
SECTION I PURPOSE			
Purpose of checklist cover sheet: To document the review of the requirements package Performance Work Statement (PWS), Quality Assurance Surveillance Plan, and any applicable source selection evaluation criteria for environmental protection matters. Fort Polk requirement: Inclusion of a signed Environmental Protection cover sheet is required in all requirements packages, except for supply contracts under the simplified acquisition level threshold (\$150,000), field ordering officer actions, and government purchase card purchases. Mandatory review and signatures: The organization must review each requirements package prior to submission to the supporting contracting activity to include coordination with other staff review as appropriate per Section II below.			
SECTION II STANDARD CONTRACT LANGUAGE PROVISION/CONTRACT CLAUSE TEXT APPLICABILITY AND/OR ADDITIONAL PWS			
If the standard contractual text (provisions or clauses) or clause language applies, check "YES" and incorporate the standard language in the requirements package PWS. If standard contractual text (provisions or clauses) or clause language does not apply, check "NO." If there is specific language in the requirements package PWS that addressed the requirement related to the standard provision or clause check "PWS."			
CONTRACT PROVISION/CONTRACT CLAUSE	YES	NO	PWS
1. Compliance with Environmental Laws and Regulations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Compliance with all Federal Acquisition Regulation Provisions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Compliance with Green Procurement Requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Compliance with Licenses and Certifications Requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Notification of Federal and State Regulators	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Inspections of Work Sites	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Reporting Noncompliance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Verification of National Environmental Policy Act Documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Conformance with Environmental Management System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Assignment of Environmental Compliance Officers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Competency Training for Contractor Personnel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Use of Ozone Depleting Compounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Generation of Solid Waste	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Generation of Hazardous Waste	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Use of Hazardous Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Prevention of Storm Water Pollution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Low Impact Design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Use of Pesticides	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Drilling of Wells and Boreholes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Protection of Work Site Resources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Prevention of Spills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. Demolition of Facilities with Asbestos and Lead Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Use of Asbestos and Lead-Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24. Protection of Sensitive Areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Corrective Action for Noncompliance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION II STANDARD CONTRACT LANGUAGE PROVISION/CONTRACT CLAUSE TEXT
<p>1. Compliance with Environmental Laws and Regulations: Contractor shall comply with all applicable federal, state, and local environmental laws, statutes, regulations, executive orders, permits, Army regulations (with supplements), and JRTC and Fort Polk Regulations. Contractor shall immediately report any conflicts between applicable federal, state, local environmental laws, statutes, executive orders, provisions of Army Regulation 200-1, JRTC and Fort Polk Regulation 200-1, and any specifications within this contract to the Contracting Officer Representative (COR) and the Directorate of Public Works, Environmental and Natural Resources Management Division (DPW-ENRMD).</p>
<p>2. Compliance with all Federal Acquisition Regulation Provisions: Contractor shall comply with all Federal Acquisition Regulation provisions and/or clauses 52.223-3 Hazardous Material Identification and Material Safety Data; 52.223-5 Pollution Prevention and Right-to-Know Information; 52.223-7 Notice of Radioactive Materials; 52.223-9 Estimate of Percentage of Recovered Material Content for EPA Designated Products; 52.223-10 Waste Reduction Program; 2.223-11 Ozone-Depleting Substances; and 52.223-14 Toxic Chemical Release Reporting.</p>
<p>3. Compliance with Green Procurement Requirements: Contractor shall follow Federal EPA Comprehensive Procurement guidelines (www.epa.gov/cpg) for acquisition of building materials and products and select materials that have a long life cycle; the least toxic materials; recyclable materials; materials that are resource-efficient; materials with the maximum recycled content; materials harvested on a sustained yield basis; and products causing the least pollution during their manufacture, use, and reuse.</p>
<p>4. Compliance with Licenses and Certifications Requirements: Contractor shall obtain all licenses and certifications required by federal, state, and local environmental laws and regulations necessary to adhere to the specifications of this contract. The Contractor shall submit all plans, notifications, reports, submittal documents, and fees required by federal, state, and local environmental laws and regulations to the appropriate federal, state, and local authority and/or agency as necessary to adhere to the specification of this contract.</p>
<p>5. Notification of Federal and State Regulators: Contractor shall immediately notify DPW-ENRMD and COR of the arrival on site of any federal, state, and/or DoD environmental regulator or enforcement agent and/or the receipt of any correspondence from a federal or state environmental agency.</p>
<p>6. Inspections of Work Sites: Contractor shall submit to potential federal, state, Army and installation work site environmental regulatory inspections and/or investigations into noncompliances, and fully cooperate with such inspections/investigations by providing the appropriate records and documentation. Environmental regulatory agencies are authorized by law to inspect any work site for environmental compliance with regulatory requirements. If an inspection is conducted, it will not stop or disrupt ongoing contract activities. The inspection will only require the work site environmental officer, or supervisor/manager to answer questions and/or escort the inspector to specific work site areas with the potential to affect environmental quality. Typical environmental work site inspections are conducted in less than 15 minutes with an approximate frequency of one inspection every two months.</p>
<p>7. Reporting Noncompliance: Contractor shall immediately report any nonconformance and/or noncompliance with applicable federal, state or local environmental laws, Army and installation environmental regulations to the COR and DPW-ENRMD.</p>
<p>8. Verification of National Environmental Policy Act Documents: Contractor shall obtain from the COR and/or DPW-ENRMD, a copy of the installation's completed National Environmental Policy Act document which addresses actions to be taken by contractor. This document includes but is not limited to the analysis-associated decision document of an Environmental Impact Statement and Record of Decision; Environmental Assessment and Finding of No Significant Impact or Notice to Proceed; or Record of Environmental Consideration on the proposed contract actions prior to commencement of such actions.</p>
<p>9. Conformance with Environmental Management System: Contractor shall take the necessary actions to identify, monitor, and control those contract operations and activities that pose risk of contamination, or can negatively impact the natural and/or human environment.</p>

<p>10. Assignment of Environmental Compliance Officers: Contractor shall designate Environmental Compliance Officers (ECO) for all contract work periods exceeding 180 consecutive days. Contractor shall designate a primary and alternate ECO for each shop or work area that uses and/or stores hazardous materials and/or generates hazardous wastes. Contractor ECOs shall monitor implementation of all environmental regulatory requirements, report all environmental noncompliance to the work site supervisor, correct all environmental noncompliances, and verify implementation of directed actions to correct identified environmental noncompliance. Contractor shall have at least one ECO on duty at all times at each shop or work area. Contractor shall require all personnel designated as ECOs to complete the 40-hour ECO certification course provided by Fort Polk within 15 days of the start of contract performance. Contractor shall require ECOs to complete an 8-hour re-certification course within 365 days of the completion of the 40-hour certification course to maintain ECO certification. Failure to complete the 8-hour re-certification course within 365 days will necessitate re-taking the 40-hour course to maintain ECO certification. Contractor personnel certified as ECOs may perform other duties provided they do not prevent the performance of ECO duties. Contractors may request a waiver of this requirement through the COR to DPW-ENRMD, if using and/or storing very small quantities of hazardous materials.</p>
<p>11. Competency Training for Contractor Personnel: Contractor shall not allow personnel to perform any activities and/or tasks on Fort Polk without proper and adequate qualifications or job competency training. In the event of any identified noncompliance, the Contractor shall, if requested, provide proof of contract personnel training or qualification (individual name, training/qualification type, training/qualification certificate, and date of training/qualification) to perform those contract activities associated with the identified noncompliance.</p>
<p>12. Use of Ozone Depleting Compounds: Contractor shall submit in writing the quantity, type, and location of Ozone Depleting Compounds used on the installation quarterly and within 48 hours prior to the expiration of the contract to the DPW-ENRMD. The Contractor shall submit within 10 working days of completing any work on equipment containing more than 50 pounds of refrigerant charge: the building location, name, model, serial number, and capacity of the unit; the amount of refrigerant removed and replaced; description of work performed and results of the subsequent verification testing to the DPW-ENRMD and COR. The Contractor shall complete and submit an Emissions Inventory Questionnaire in accordance with JRTC and Fort Polk Regulation 200-1, Appendix G, to the DPW-ENRMD for actions that modify or add an air emission source on the installation prior to adding or altering any emission source.</p>
<p>13. Generation of Solid Waste: Contractor shall remove from the installation and dispose of all solid waste generated, which cannot be recycled to an approved and permitted off-post disposal facility. Contractor shall make every effort to divert 54 percent of all construction and demolition debris waste and 44 percent of all other solid waste to comply with the Army Integrated Solid Waste Management Policy. Prior to removing any waste from Fort Polk for disposal, the Contractor shall coordinate with the installation Qualified Recycling Program Manager and DPW-ENRMD to arrange for recyclable materials to be removed and diverted from the waste stream and provided to the installation to receive credit toward meeting diversion requirements. Submit in writing the quantities of waste removed and recycled to the DPW-ENRMD Solid Waste Manager on a monthly basis and at the expiration of the contract. The submittal shall include the date of disposal/recycling, the disposal/recycling facility, the types of material disposed/recycled and the quantities of materials disposed/recycled by weight. The Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by the contract. This includes collection, separation, and processing products or other materials recovered from solid waste streams for use in the form of raw materials. The Contractor shall make maximum effort to reduce and prevent waste and comply with Executive Order 13423.</p>
<p>14. Generation of Hazardous Waste: Contractor shall assign all hazardous waste management responsibilities to the contractor appointed Environmental Compliance Officers (See ECO Specification). Contractor shall contact DPW-ENRMD to obtain technical assistance from installation provided Environmental Customer Service Technicians who will assist contractor ECOs with achieving and maintaining compliance with hazardous waste storage and disposal requirements. Contractor shall properly profile all waste generated as part of this contract to determine if any waste is hazardous waste as defined by 40 CFR. Contractor shall accumulate hazardous waste prior to disposal shipment in a satellite accumulation point at or near the point of generation or in a less-than-90-day site, in accordance with federal, state, Army, and installation regulations. The Contractor shall properly package the hazardous waste and complete the hazardous waste manifest, then take the manifest to DPW-ENRMD for approval and signature prior to removing any hazardous waste from the installation. Contractor shall contact DPW-ENRMD to obtain the installation's hazardous waste EPA ID number for the hazardous waste manifest. The Contractor shall notify DPW-ENRMD 24 hours prior to removing any hazardous waste from the installation. The contractor shall remove and dispose of manifested hazardous waste generated by contract activities from the installation, to an approved off-post permitted hazardous waste disposal facility. The DPW-ENRMD shall assist contractors with profiling their waste upon request.</p>

<p>15. Use of Hazardous Materials: Contractor shall assign all hazardous materials management responsibilities to the contractor appointed Environmental Compliance Officers (See ECO Specification). Contractor shall contact DPW-ENRMD to obtain technical assistance from installation provided Environmental Customer Service Technicians who will assist contractor ECOs with achieving and maintaining compliance with hazardous material storage, issue, use, and disposal requirements. Contractor shall submit a hazardous material inventory list for all contract work periods exceeding 180 consecutive days. The inventory list will contain the hazardous material type and maximum quantities of materials on hand utilizing Fort Polk Form 156 and submitted within 30 days of work site establishment. The hazardous material will be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. The Contractor shall maintain copies of Material Safety Data Sheets for all hazardous materials used and stored on site during performance of the contract. Contractor shall not supply or deliver any hazardous materials or chemicals to Fort Polk that are listed on the EPA toxic chemical list (see JRTC and Fort Polk Regulation 200-1) without prior written approval from DPW-ENRMD.</p>
<p>16. Prevention of Storm Water Pollution: The Contractor shall perform, track, participate, implement, and comply with storm water pollution prevention minimum control measures, protocols, and best management practices (BMP) and ensure that water quality standards are not violated in accordance with all regulations and policies as they apply to the Louisiana Pollutant Discharge Elimination System general permits. Applicable permits include: 1) The installation's Small Municipal Separate Storm Sewer System (MS4) Permit; 2) The Multi-Sector General Permit for Storm Water Discharges Associated with Industrial Activities (MSGP); and, 3) All Construction Activity Storm Water permits. Contractors will comply with the installation specific minimum control measures under the MS4 permit to include, but not limited to:</p> <ul style="list-style-type: none"> • Public Education and Outreach on Storm Water Impacts • Public Involvement and Participation • Illicit Discharge Detection and Elimination • Construction Site Storm Water Run-off Control • Post Construction Storm Water Management in New Development and Redevelopment • Pollution Prevention/Good Housekeeping for Municipal Operations <p>Contractors will comply with the MSGP permit when the activity is identified as a permitted industrial activity. BMPs include, but are not limited to:</p> <ul style="list-style-type: none"> • Practicing spill prevention and good housekeeping. • Installing and managing erosion and sediment control. • Meeting the requirements of the MS4 permit. • Coordinating with the Storm Water Team to schedule inspections and provide corrective actions for noted facility deficiencies. <p>Contractors will obtain permit coverage for construction activities disturbing over one acre of land (total acreage is cumulative across all portions of the project). BMPs include, but are not limited to:</p> <ul style="list-style-type: none"> • Preparing and implementing a site-specific Storm Water Pollution Prevention Plan (SWPPP) as outlined in the permit and prior to any soil disturbance. • Installing and managing erosion and sediment control. • Make available, upon request, permit associated documentation. • Practicing spill prevention and good housekeeping. • Meeting the requirements of the MS4 permit. • Coordinating with the Storm Water Team to schedule inspections and provide corrective actions for noted facility deficiencies.
<p>17. Storm Water Management Low Impact Design/Development (LID): The Contractor shall perform, track, participate, implement, and comply with Section 438 of the Energy Independence and Security Act; Executive Order 13514; and the DOA memorandum (2010) for full implementation of low impact design/development (LID) techniques to restore predevelopment hydrology to the maximum extent technically feasible for both new and renovation construction projects regardless of size. In support of LID, Contractors will adhere to installation landscape codes and the guidance found in the Installation Design Guide concerning Low Impact Design/Development for storm water management. The following LID practices include, but are not limited to:</p> <ul style="list-style-type: none"> • Restoring predevelopment hydrology to the maximum extent technically feasible • Promoting natural removal of pollutants such as nutrients, oil and grease, and sediments from storm water • Managing rainfall at the point where it falls • Meeting the requirements of the MS4 permit <p>• Important Note: Utilization of permanent retention/detention ponds is prohibited without authorization from the Installation Planning Division.</p>

<p>18. Use of Pesticides: Contractor shall submit the type and quantity of regulated pesticides, herbicides, or fungicides to be applied, the application purpose, and location to the DPW-ENRMD and COR for approval 10 working days prior to the initial application. The Contractor shall submit the actual quantities applied to the DPW-ENRMD and COR within 2 working days (48 hours) after each approved application. The Contractor shall utilize Integrated Pest Management (IPM) technology and procedures in strict compliance with all applicable federal, state, Army, and installation regulations, to include Fort Polk's Pest Management Plan. Pesticide applicators shall be certified and licensed in accordance with the State of Louisiana and/or Department of Defense regulations. The Contractor shall provide evidence of personnel licenses and certifications to the Contracting Officer and the DPW-ENRMD prior to the initial application of pesticides, herbicides, or fungicides. Only those pesticides registered with the US Environmental Protection Agency and approved by the Command Consultant at the Army Environmental Command and the DPW-ENRMD shall be utilized and then only in strict accordance with product labeling. The installation reserves the right to prohibit and limit the amount and type of pesticides used.</p>
<p>19. Drilling of Wells and Boreholes: Contractors shall drill, construct, register, and plug wells and boreholes, and meet the well drilling licensing requirements in accordance with the Water Well Rules, Regulations, and Standards State of Louisiana issued by the Department of Transportation and Development Office of Public Works 1985, and the Construction of Geotechnical Boreholes and Groundwater Monitoring Systems Handbook, prepared by The Louisiana Department Of Environmental Quality and Louisiana Department Of Transportation And Development, December 2000. Contractors shall only use drilling additives approved by DPW-ENRMD. Contractors will provide DPW-ENRMD a copy of the Well Registration Short Form (DOTD-GW-1S0), drilling plan, GPS coordinates, and site description for the borehole and/or well. Contractors shall notify DPW-ENRMD 24 hours prior to plugging and abandoning any well and/or borehole, and provide a copy of the Well Plugging and Abandonment Form (DOTD-GW-2) upon completion.</p>
<p>20. Protection of Work Site Resources: Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any work, the Contractor shall identify any land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and landforms. The Contractor shall provide effective protection for land and vegetative resources at all times. Prior to site clearing and grubbing, the Contractor shall coordinate harvesting of saleable timber with the DPW-ENRMD. Contractor shall notify the DPW-ENRMD if any trees are required to be disposed or removed. The Contractor is not authorized to remove or dispose of any tree greater than 6 inches in diameter unless permission has been granted in writing by the DPW-ENRMD.</p>
<p>21. Prevention of Spills: Contractor shall develop, maintain, and post at the work site a written site-specific Spill Response Plan if transporting, processing, storing, or in any way managing hazardous waste, hazardous material, petroleum-oils-lubricants, or other restricted items. In case of a spill, the person in control of the spill site or their designated representative shall take appropriate action to protect workers and bystanders; contain the spill (if it can be done safely); secure the spill site; restrict ignition sources; and immediately contact the installation Fire and Emergency Services (Fire Department) for assistance (911 or 531-2026). Contractors storing 1,320 gallons or more of any oil-based product in an aboveground storage tank at a construction site shall develop a Spill Prevention Control Countermeasure (SPCC) Plan and present such plan to the DPW-ENRMD prior to placement. Immediately respond to actual emergencies and accidents, prevent or mitigate associated adverse environmental impacts, and contact the installation Fire and Emergency Services at 911.</p>
<p>22. Demolition of Facilities with Asbestos and Lead Based Paint: Contractor shall submit AAC-2 and Lead Paint Notification environmental notification forms to the DPW-ENRMD for review prior to submission to the Louisiana Department of Environmental Quality (LDEQ) when performing demolition and/or renovation activities, and/or abating asbestos or lead-based paint. The Contractor must allow enough time for a review by the DPW-ENRMD and notification to the LDEQ 10 working days prior to the project start date. The Contractor shall assume that materials on Fort Polk contain asbestos and/or lead-based paint unless otherwise documented. The Contractor shall notify the State of Louisiana of asbestos and lead-based paint abatement. In the notification, the Contractor shall describe procedures to be used to prevent the release of asbestos and lead contaminants into the work area and the environment. Air monitoring is required for all abatement projects as specified in the Fort Polk Asbestos and Lead-Based Paint Management Plan. A government representative must sign all waste manifests. The Contractor shall be responsible for ensuring his/her employees and Subcontractors are adequately trained and qualified for the classification of work they are performing (29 CFR 1926.62 and 1926.1101). The Contractor's on-site manager shall be trained and qualified as a "Competent Person" (29 CFR 1926.1101) capable of identifying asbestos or lead-based paint hazards in workplaces, capable of selecting the appropriate control strategy, and having the authority to take prompt corrective measures.</p>

23. **Use of Asbestos and Lead-Based Paint:** Contractor shall not provide Asbestos-Containing Materials (ACM) or products, or paint with a lead content higher than 0.06 percent by weight, to the installation without written approval of the DPW-ENRMD. Contractors must provide a certificate to the COR at the conclusion of the contract verifying that contract materials and products used are asbestos free. Common ACM include, but are not limited to adhesives, mastics, sheetrock muds, and vinyl and tile flooring. Contractors installing new thermal system insulation must identify the new insulation with a blue band or cap at the locations where the new insulation begins and ends, and stencil "Non ACM" or "Asbestos Free" on the new insulation.

24. **Protection of Sensitive Areas:** Contractor shall comply with all installation designated sensitive and/or off-limit area restrictions. Sensitive areas are marked with orange carsonite signs with reflective stickers indicating what activities (e.g., driving, digging, foot traffic) are prohibited. These stakes are placed on the boundary of the sensitive area. The stakes will show one or a combination of symbols. The Contractor shall also adhere to the following installation sensitive areas requirements:

24.1. **Cultural Resources Sites:** Do not excavate, remove, damage, or otherwise deface any archeological resource located on public lands.

24.2 **Endangered Species Habitats:** Do not initiate any action that may disturb, endanger, or damage to any degree the habitat of a Red-Cockaded Woodpecker (RCW) or cavity tree. Individual RCW cavity trees are marked with two 6" wide white bands at eye level and a 200-foot buffer zone extends around each RCW cavity tree.

24.3 **Wetlands:** Do not excavate or take any action that could fill or damage any wetland unless working under a project specific Corps of Engineers 404 permit. Wetlands include streams, riparian areas, bogs, marshes, and swamps.

25. **Corrective Action for Noncompliance:** Contractor shall when given a verbal and/or written notice of environmental noncompliance or nonconformance by the COR, take immediate corrective action. Failure or refusal to comply promptly may be grounds for the Contracting Officer to invoke the appropriate contractual remedies. This may cause all or part of the work to be stopped immediately until satisfactory corrective action has been taken.

SECTION III

REMARKS

<p>Contract Proponent: _____</p> <p>Potential Significant Environmental Impact: _____</p> <p>Recommendation: _____</p>
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SECTION IV

CERTIFICATION

Environmental Protection Review: I have reviewed the requirements package and understand my responsibilities IAW Army Reg 200-1 and JRTC and Fort Polk Reg 200-1.

REVIEWER: FIRST NAME/LAST NAME, RANK/GRADE	DIGITAL SIGNATURE	DATE	PHONE NUMBER
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

24. Request for Contract Modification

Determination of Scope Prior to Issuing Contract Modifications

a. When the Requiring Activity requests a modification to add work to a contractual document after award, the KO is required to verify that the change(s) is/are within scope of the original contract. The KO shall require a Letter of Justification (LOJ) for the proposed contract change, endorsed by the first O-6 or civilian equivalent in the requiring activity's Chain of Command. The following information must be included: additional work required, physical location of required change(s), when the change(s) need to take effect, why the change(s) is/are required, the impact if change(s) is/are not made, and a statement of when funds will be available to implement the change(s)(if applicable). The Requiring Activity shall provide a completed service contract approval request form for the proposed additional work. Refer to the template to prepare a Request for Contract Modification Letter of Justification.

b. The "Scope of The Contract" is defined as all work that was fairly and reasonably within the contemplation of the parties at the time the contract was made. Scope determinations are used to determine whether the Contractor must continue working pursuant to a unilateral change order or whether the proposed change so materially (**cardinal change**) alters the contract terms and conditions that the change would have to be publicized and competed IAW CICA. Although the FAR and its supplements do not define contract scope, the KO is required to determine in writing whether the proposed additional work is within the scope of the original contract purpose. A KO's scope of contract determination is discretionary and will likely be sustained on protest unless it is shown to be unreasonable or in violation of CICA. If a KO cannot clearly determine that a change is within scope, a legal review and opinion shall be obtained.

c. The courts, boards and GAO have been the main determinants on setting precedence for scope. To help determine the materiality of the change, the following aspects should be considered:

1.) Changes to the function/type of work, i.e., the extent to which a product or service, as changed, differs from the requirements of the original contract. Substantial changes in the work may be in-scope if the parties entered into a broadly conceived contract. However, a pre-award statement that certain work was outside the scope of the contract can become binding if the KO later attempts to modify the contract to include the work.

2.) Changes in quantity. Generally, the "Changes" clause permits increases and decreases in the quantity of minor items or portions of the work unless the variation alters the entire bargain. Increases and decreases in the quantity of major items or portions of the work are not "within the scope" of a contract.

3.) The number and cost of changes. Neither the number nor the cost of changes alone dictates whether modifications are beyond the scope of a contract. However, the cumulative effect of a large number of changes is controlling.

4.) Changes to the time of performance. FAR clause [52.243-1](#) (FFP supplies) does not provide for unilateral acceleration of performance. Under FAR clause [52.243-1 Alt I](#) (FFP services), the KO unilaterally may change “when” a Contractor is to perform (i.e., hours of the day, days of the week), but not the overall performance period. FAR clause [52.243-4](#) (construction) authorizes unilateral acceleration of performance. Granting a Contractor additional time to perform will normally be considered within scope.

d. A contract change generally falls within the scope of the original procurement if:

i. Potential offerors could reasonably have anticipated that such a modification might arise under the Changes clause or other contract clause; or,

ii. The contract as modified is for essentially the same work as the parties originally bargained for, i.e., whether the contract as modified, “should be regarded as having been fairly and reasonably within the contemplation of the parties when the contract was entered into.”

e. If the KO determines that the additional work is outside the original scope of the contractual document, KO shall prepare a sole source justification document and comply with the public posting notice requirements per [FAR 6.305](#). Legal reviews are required for all substantive modifications above the SAT that require a scope determination because they affect price, quality, quantity, delivery, method of performance, or other substantive rights of the parties. However, the KO should consult with Legal Counsel if there are issues with scope even if the action is below the threshold of legal review. Legal reviews are generally not applicable to administrative modifications but KOs may consult with Legal Counsel to address potential legal issues when executing administrative changes. Modifications that only add money to a contract awarded subject to availability of funds or incrementally funded are considered administrative changes.

Market Research Report Template. The template below serves as a basic guide to complete market research for a given acquisition. The template contains topics that must be addressed and suggested language if applicable. The market research report must be tailored for your specific acquisition. The responsibility for completing the Market Research Report is shared between the Requiring Activity and MICC Fort Polk.

MARKET RESEARCH REPORT

Project Title

Date

The Requiring Activity is primarily responsible for completing sections I-VI of the Market Research Report.

I. BACKGROUND. *Include an explanation of the acquisition’s background and its purpose.*

II. PROCUREMENT HISTORY. *Provide history of the current government contract(s) awarded for the same or similar service or supply.* Similar procurements in the past include contracts awarded as shown on the chart below.

Contract Number	Contractor	Type of Set-Aside	Contract Amount	Period of Performance	Description of Contract

III. CURRENT REQUIREMENT. *Include a description of the service or supply to be addressed by this market research report. Provide an estimated total value and projected period of contract performance for this requirement. The Product Service Code (PSC) or Federal Supply Code (FSC) can be obtained at the following webpage. A Service begins with a letter of the alphabet and a Supply is all numeric.* <http://outreachsystems.com/resources/tables/pscs/>

IV. MARKET RESEARCH TEAM. *Identify all involved in the research by name, title, and organization.* In accordance with FAR Part 10, market research has been conducted for this acquisition by the following individuals:

V. MARKET ANALYSIS.

a. Commercial Business Practices. *Include a summary description of the potential use of commercial items or non-developmental items suitable to meet agency needs. Address customary practices regarding customizing, modifying or tailoring of items to meet customer needs and associated costs. Can the government rely on commercial warranties? If not, why not? What business practices are standard? Indicate if there are there any laws and regulations unique to the item being acquired.*

b. NAICS Code Selection. *Indicate how the NAICS code to use was determined.* In accordance with FAR 19.102(b), the small business size standard is applied by classifying the product or service being acquired in the industry whose definition, as found in the North American Industry Classification System (NAICS) Manual best describes the principal nature of the product or service being acquired. <http://www.census.gov/eos/www/naics/> Additionally, FAR 19.102(d) states that when acquiring a product or service that could be classified in two or more industries with different size standards,

contracting officers shall apply the size standard for the industry accounting for the greatest percentage of the contract price. The NAICS code selected for this acquisition is _____ (*insert NAICS code and description*). The size standard for this NAICS code is _____ (*insert size standard*).

VI. FAR PART 8, PRIORITIES FOR USE OF GOVERNMENT SUPPLY SOURCES. (*Indicate if the requirement is for service or supply*). This requirement is for services. Therefore, FAR 8.002(a)(1)(i) through FAR 8.002(a)(1)(viii), which addresses supplies, is not applicable and will not be considered. Below is a review of FAR 8.002(a)(2)(i) through FAR 8.002(a)(2)(iv):

a. AbilityOne [see FAR 8.002(a)(2)(i)]: *Address whether or not services were offered to AbilityOne for consideration. Indicate whether or not AbilityOne has the capability to provide the service. If an offer was made to AbilityOne address whether it was accepted or declined. Address when the procurement list was reviewed.* The AbilityOne procurement list was reviewed on _____ (*insert date*); the required services were not on the list. The Performance Work Statement was forwarded to AbilityOne for consideration on _____ (*insert date*). AbilityOne responded on _____ and stated the effort is beyond their capability to perform.

b. Mandatory Federal Supply Schedules (FSS) [see FAR 8.002(a)(2)(ii)]: Currently, DoD has no mandatory schedules that apply to this requirement.

c. Optional use FSS [see FAR 8.002(a)(2)(iii)]: Currently, DoD has no mandatory schedules that apply to this requirement.

d. GSA: *If GSA offers existing contracts suitable for the requirement, include the type of service and category number.* A review of the Interagency Contract Directory website, sponsored by GSA, revealed there were no contracts suitable for this requirement.
<https://www.contractdirectory.gov/contractdirectory/>

e. Federal Prison Industries (FPI), Inc. [see FAR 8.002(a)(2)(iv)]: FPI's website was reviewed on _____ (*insert date*). They currently do not offer services that can support this requirement.
<http://www.unicor.gov/>

f. MICC Enterprise Solution Contracts: The latest MICC enterprise solutions contract list was reviewed. There are no existing MICC enterprise contracts that can fulfill this requirement. *This is an internal MICC validation requirement.*

MICC Fort Polk is primarily responsible for sections VII –XI of the Market Research Report.

VII. ANALYSIS OF POTENTIAL INDUSTRY BASE. *Describe the various techniques used to arrive at the market research findings.* The following techniques were utilized to conduct market research:

a. **Central Contractor Registration (CCR).** A Search of the CCR database was conducted to determine the potential industry base that exists for NAICS _____ (*insert NAICS code*). The search results indicated that there are more than _____ (*insert number*) small business firms identified with this NAICS nationwide.

b. Dynamic Small Business Search.

1) The search was further refined by utilizing the Small Business Administration’s (SBA) Dynamic Small Business Search Engine (DSBS). A search of NAICS code _____ *(insert NAICS code)* identified the following:

Type of Small Business	No. of Firms Responded
8(a)	
SB	
SDB	
VOSB	
WOSB	
SDVOB	
HUBZone	

This chart represents SBA’s Nationwide Dynamic Small Business Search.

2) There were a total of _____ *(insert number)* firms. The DSBS was utilized to gain additional information on these businesses. The information accessed from the DSBS was cross-referenced with the Online Representations and Certifications Application (ORCA) website (<https://orca.bpn.gov>).

c. **Sources Sought Synopsis.** A sources sought notice targeting the small business community was posted on the Army Single Face to Industry (ASFI) on _____ *(insert date)*. The notice invited interested concerns to provide capability packages to _____ *(insert contracting office)* on _____ *(insert date)*. A total of ____ *(insert number)* firms listed on the table below responded to the notice.

Company Name (Home State)	Size Classification	Cage Code	Annual Receipts

Capability Assessment of Respondents. *Summarize the information obtained from each source contacted. Address the capabilities of individual firms, their processes, pricing information, delivery schedules, customary terms and conditions, incentives and warranties. Recommend coordinating with Small Business Specialist.*

VIII. AVAILABILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY. *Assess the availability of electronic and information technology that meets all or part of the applicability standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR Part 1194. This acquisition will not be used to acquire electronic and information technology.*

IX. CONTRACT CONSOLIDATION AND BUNDLING. *If anticipated, substantiate that contract bundling and/or contract consolidation is necessary and justified. If contract consolidation is considered, identify any alternative contracting approaches that would involve a lesser degree of consolidation. Contract consolidation and bundling were not contemplated for this requirement.*

X. COMMERCIALITY DETERMINATION. *Indicate whether or not the requirement can or cannot be met by commercial items, commercial items with customary or minor modifications, or non-developmental items. (Explain the basis for the determination. If the requirement cannot be met by a commercial item, then state why, i.e. military unique requirement, no commercial item available, laws or regulations, etc).* Market research results indicate that commercial items are available to meet the agency's needs and existing sources in the marketplace. There is a reasonable expectation of obtaining offers from two or more responsible small business concerns that are competitive in terms of market prices, quality, and delivery. The basic clauses and provisions prescribed in FAR Part 12 are sufficient for use in this acquisition and do not require any substantial tailoring to be consistent with industry's commercial practices.

XI. CONCLUSION. *Indicate conclusions drawn from the market research. Indicate if market research supports setting aside this requirement for one of the small business programs or for pursuing full and open competition. Indicate if sources capable of satisfying the agency's requirements exist. Address whether or not market research provides information about commercial practices that you can use to shape the acquisition strategy, requirements, product description and/or performance work statements, evaluation factors, and contract terms and conditions.* According to the market research, there are _____ firms under the selected NAICS code determined capable of performing this requirement. Based on the market research, there is a reasonable expectation that two or more eligible and responsible _____ (*size of business*) concerns have demonstrated the capability to fulfill this requirement. The commercial practices in the marketplace can be used to shape the acquisition strategy, requirements, product description and/or performance work statements, evaluation factors, and contract terms and conditions.

Name
Contract Specialist
Date:

Name
Contracting Officer
Date:

Attachments: (*Only include attachments applicable to the market research accomplished*)

1. NAICS Code Search Results
2. MICC Enterprise Solution Search Results
3. GSA Search Results
4. Federal Prison Industries (FPI) UNICOR Search Results
5. Small Business Administration (SBA) Dynamic Small Business Search Results
6. Central Contractor Registration (CCR) Search Results
7. Sources Sought Results

Performance Work Statement Template

PERFORMANCE WORK STATEMENT (PWS)

[Insert Title and Activity]

NOTE TO OUR CUSTOMERS: THIS TEMPLATE MUST BE TAILORED FOR YOUR AGENCY BY INCLUDING YOUR UNIQUE REQUIREMENTS, QUANTITIES FOR WORKLOAD, SPECIFIC SURVEILLANCE TECHNIQUES, ETC. ANY QUESTIONS REGARDING THIS TEMPLATE SHOULD BE ADDRESSED WITH YOUR ASSIGNED ACQUISITION TEAM. GENERAL INFORMATION IS PRESENTED IN BLUE ITALICS WITH PARENTHESIS BORDERS, WHILE FILL-IN GUIDANCE IS PRESENTED IN BLUE ITALICS WITH BRACKET BORDERS. PLEASE DELETE ALL BLUE ITALICS WHEN FINALIZING THE PWS.

PART 1 GENERAL INFORMATION

(General information will include background information, a brief description of the scope of work, personnel related matters such as safety requirements, security requirements, security clearances, quality control requirements, ...etc.)

C.1. General: This is a non-personnel services contract to provide *[Insert title of service to be provided]*. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

C.1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform *[Insert title of service to be provided]* as defined in this Performance Work Statement except for those items specified as Government furnished property and services. The contractor shall perform to the standards in this contract.

C.1.2 Background: *[Insert history and/or background information on the services that are to be provided.]*

C.1.3 Objectives: *[Insert a few bullets stating what the basic service objective is.]*

C.1.4 Scope: *[Insert the type of services that are to be performed]*. Services include *[Insert what is included in the services to be provided]*. The contractor shall accomplish *[Insert what should be accomplished, if applicable]*.

C.1.5 Period of Performance: *[State period of performance and option years, if applicable.]* *For example*: The period of performance shall be for one (1) Base Year of 12 months and two (2) 12-month option years.

The Period of Performance reads as follows:

- Base Year
- Option Year I
- Option Year II

C.1.6 General Information

C.1.6.1 Quality Control (*If applicable*): Quality Control is the responsibility of the contractor. The contractor is responsible for the delivery of quality services/supplies to the Government (see FAR 52.246-1, Contractor Inspection Requirements).

The Contractor shall develop, implement and maintain an effective Quality Control System which includes a written Quality Control Plan (QCP). The QCP shall implement standardized procedure/methodology for monitoring and documenting contract performance to ensure all contract requirements are met. The Contractors' QCP must contain a systematic approach to monitor operations to ensure acceptable services/products are provided to the Government. The QCP, as a minimum, shall address continuous process improvement; procedures for scheduling, conducting and documentation of inspection; discrepancy identification and correction; corrective action procedures to include procedures for addressing Government discovered non-conformances; procedures for root cause analysis to identify the root cause and root cause corrective action to prevent re-occurrence of discrepancies; procedures for trend analysis; procedures for collecting and addressing customer feedback/complaints. The contractor shall upon request provide to the Government their quality control documentation. [*Insert when and how the QCP is to be delivered, i.e., within 30 days after contract award or with the contractor's proposal if it is an evaluation factor, three copies of a comprehensive written QCP shall be submitted to the KO and COR within 5 working days when changes are made thereafter.*] After acceptance of the quality control plan the contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to their QC system.

C.1.6.2 Quality Assurance: The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is a Government only document primarily focused on what the Government must do to assure that the contractor has performed in accordance with the requirements of the contract.

C.1.6.3 Federal Government Holidays: [*State if the contractor is or is not required to perform services on holidays.*]

New Years Day	1st day of January
Martin Luther King Jr.'s Birthday	3rd Monday of January
Presidents Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	4th day of July
Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veterans Day	11th day of November
Thanksgiving Day	4th Thursday of November
Christmas Day	25th day of December

C.1.6.4 Hours of Operation: The contractor is responsible for conducting business, between the hours of [*Insert the appropriate hours for your organization*] Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar

Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the Government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

C.1.6.5 Place of Performance: The work to be performed under this contract will be performed at [*Insert the place of performance, i.e., contractor facility or Government facilities*].

C.1.6.6 Type of Contract: The Government will award a (*Type of contract to be determined by the Contracting Office and the RA*).

C.1.6.7 Security Requirements: Contractor personnel (to include subcontractors) performing work under this contract must have a [*Insert the level of security required, if applicable*] at time of the proposal submission, and must maintain the level of security required for the life of the contract. The security requirements are in accordance with the attached DD Form 254, Department of Defense Contract Security Classification Specification (*The unit security monitor is responsible for initiating this form*).

C.1.6.7.1 PHYSICAL Security: The contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use. (*Insert the following sentence, if performing in a Government facility.*) At the close of each work period, Government facilities, equipment, and materials shall be secured.

C.1.6.7.2 Key Control (If applicable). The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

C.1.6.7.2.1. In the event keys are lost or improperly duplicated the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

C.1.6.7.2.2. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

C.1.6.7.3 Lock Combinations (If applicable). The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

C.1.6.8 Special Qualifications: *[Insert any special certification requirements for employees if deemed appropriate i.e., "The contractor is responsible for ensuring all employees possess and maintain current Information Assurance Technician (IAT) Level I professional certification during the execution of this contract."]*

C.1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5, Post Award Orientation. The Contracting Officer, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the Contracting Officer will apprise the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

C.1.6.10 Contracting Officer Representative (COR): The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, and specifications; monitor Contractor's performance and notify both the Contracting Officer and Contractor of any deficiencies; coordinate availability of Government furnished property; and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

C.1.6.11 Key Personnel: The follow personnel are considered key personnel by the Government: *[Insert the titles of the key personnel i.e., contract manager/Alternate contract manager, Systems Engineer, etc.]* The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between *[Insert the hours, i.e., 8:00 a.m. to 4:30p.m.]*, Monday thru Friday except Federal holidays or when the Government facility is closed for administrative reasons. Qualifications for all key personnel are listed below: *[Insert the qualifications for all key personnel, i.e., 1.6.11.1 Contract Manager and Alternate, The Contract Manager and Alternate must have 24 semester hours in mathematical, engineering, and/or quantitative analysis courses; 15 or more years cost analysis experience; and familiarity with Defense Department Data Sources (e.g. cost and software data reporting, EVM), 1.6.11.2 Systems Administrator, The Systems Administrator must have a high degree of expertise with the following systems/protocols: Microsoft Server 2000 and XP operation and administration, and Network Administration.]*

C.1.6.12 Identification of Contractor Employees: The Contractor (to include subcontractors) shall provide each employee an Identification (ID) Badge, which includes at a minimum, the Company Name, Employee Name and a color photo of the employee. ID Badges for Key Personnel shall also indicate their job title. ID Badges shall be worn at all times during which the employee is performing work under this contract. Each Contractor (to include subcontractors) employees shall wear the ID Badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit. The Contractor (to include subcontractors) shall be responsible for collection of ID Badges upon completion of the contract or termination of employee. A listing of issued identification

cards shall be furnished to the Contracting Officer prior to the contract performance date and updated as needed to reflect Contractor and Subcontractor personnel changes. All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

C.1.6.13. Supervision of Contractor Employees: The Government will not exercise any supervision or control over Contractor or subcontractor employees while performing work under the contract. Such employees shall be accountable solely to the Contractor, not the Government. The Contractor, in turn, shall be accountable to the Government for Contractor or subcontractor employees.

C.1.6.14 Contractor Travel *(If applicable)*: *[Insert any travel requirements.]* *For example: The Contractor will be required to travel CONUS and within the National Capital Region (NCR) during the performance of this contract to attend meetings, conferences, and training. The contractor may be required to travel to off-site training locations and to ship training aids to these locations in support of this PWS. Required language should travel be needed: The Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the COR. For proposal purposes, a Not to Exceed amount for travel can be established or you can include in your IGCE and the workload summary , a projected listing of travel locations to include frequency and number of persons required to travel so the offerors can provide pricing.*

C.1.6.15 Other Direct Costs *(If applicable)*: *[Insert what the other direct costs requirements will be. These costs must be preapproved by the contracting officer]* *For example: This category includes travel (outlined in 1.6.14), reproduction, and shipping expenses associated with training activities and visits to contractor facilities. It could also entail the renting of suitable training venues.*

C.1.6.16 Data Rights *(If applicable)*: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

C.1.6.17 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

C.1.6.18 PHASE IN /PHASE OUT PERIOD *(If applicable)*: To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have personnel on board, during the [*Insert the time period, i.e., sixty (60) day, thirty (30) day, etc.*] phase in/ phase out periods. During the phase in period, the Contractor shall become familiar with performance requirements in order to commence full performance of services on the contract start date.

C.1.6.19 SAFETY. Prior to commencement of work, the contractor shall provide to the Garrison Safety Office (GSO) a copy of their Site Specific Safety Plan that includes a completed Activity Hazard Analysis (AHA) of significant hazards and plan to control identified hazards. In this Safety Plan the contractor's Safety and Occupational Health Program shall be documented. The contractor shall report accidents/mishaps to the COR. The GSO and other Safety Personnel on post reserve the right to perform visual inspections of the contractor's and subcontractor's job site. Any non compliance or violations will be reported to the COR. *(Confirm with Garrison or Installation Safety if this statement is applicable to the procurement or if additional Safety considerations and requirements should be addressed.)*

PART 2 DEFINITIONS & ACRONYMS

(This section includes all appropriate terms and phrases for this PWS. The definition must be clear and concise, not ambiguous. Carefully consider each definition because they will be binding for the duration of this contract, unless modified. In addition, include a complete listing of all acronyms and words or phrases they represent.)

C.2. DEFINITIONS AND ACRONYMS:

C.2.1. DEFINITIONS: [*List any terms used within the PWS that require further definition. At a minimum, insert the definitions provided below*].

C.2.1.1. CONTRACT ADMINISTRATOR. The official Government representative delegated authority by the Contracting Officer to administer a contract. This individual is normally a member of the appropriate Contracting/Procurement career field and advises on all technical contractual matters.

C.2.1.2. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or services to the Government. The term used in this contract refers to the prime.

C.2.1.3. CONTRACTING OFFICER. A person with authority to enter into, administer, and/or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

C.2.1.4. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

C.2.1.5. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

C.2.1.6. DELIVERABLE. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

C.2.1.7. GOVERNMENT-FURNISHED PROPERTY (GFP) OR GOVERNMENT PROPERTY (GP). Property in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor.

C.2.1.8. KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

C.2.1.9. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

C.2.1.10. QUALITY ASSURANCE. The Government procedures to verify that services being performed by the Contractor are acceptable in accordance with established standards and requirements of this contract.

C.2.1.11. QUALITY ASSURANCE SPECIALIST. An official Government representative concerned with matters pertaining to the contract administration process and quality assurance/quality control. Acts as technical advisor to the Contracting Officer in these areas.

C.2.1.12. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

C.2.1.13. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

C.2.1.14. SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

C.2.1.15. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

C.2.1.16. WORK WEEK. Monday through Friday, except for Federal holidays unless specified otherwise.

C.2.2. ACRONYMS: [*List all acronyms used in the PWS and what they represent. At a minimum, insert the acronyms provided below*].

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CFR	Code of Federal Regulations
CMR	Contract Manpower Reporting
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement

DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

(This section should identify those items such as property, information and/or services that will be provided for the contractor's use (without cost to the contractor) to allow them to provide the required services, such as materials, facilities, training, etc. Examples provided below.)

C.3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

C.3.1. Services *(If applicable)*: The Government will provide [*Insert the services that will be provided, i.e., may include personnel to assist with production set-up*].

C.3.2 Facilities *(If applicable)*: The Government will provide [*Insert what facilities will be provided, i.e., the necessary workspace for the contractor staff to provide the support outlined in the PWS to include desk space, telephones, computers, and other items necessary to maintain an office environment*].

C.3.3 Utilities *(If applicable)*: The Government will provide [*Insert what utilities will be provided, i.e., all utilities in the facility will be available for the contractor's use in performance of tasks outlined in this PWS.*] *If utilities are furnished, the following is required:* The Contractor (to include subcontractors) shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

C.3.4 Equipment *(If applicable)*: The Government will provide [*Insert what equipment will be provided and/or what the contractor will have access to, i.e., scanners fax machines, printers, shipping crates, lighting and sound, etc.*]

C.3.5 Materials *(If applicable)*: The Government will provide [*Insert what materials will be provided, i.e., Standard Operating Procedures and Policies.*]

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

(This section is used to identify the materials and equipment that the contractor must provide. Examples provided below.)

C.4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

C.4.1 General *(If applicable)*: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

C.4.2 Secret Facility Clearance *(If applicable)*: The contractor shall possess and maintain a SECRET facility clearance from the Defense Security Service. The Contractor's employees, performing work in support of this contract shall have been granted a SECRET security clearance from the Defense Industrial Security Clearance Office. The DD 254 is provided as Attachment [*Insert the attachment number*].

C.4.3. Materials *(If applicable)*. The Contractor shall [*Insert what materials will be provided, i.e., furnish materials, supplies, and equipment necessary to meet the requirements under this PWS*].

C.4.4. Equipment *(If applicable)*. The Contractor shall [*Insert what equipment will be provided, i.e., furnish tractors, lighting and sound, containers, etc. to meet the requirements under this PWS*].

PART 5
SPECIFIC TASKS

(This section is the heart of the PWS. All of the services to be performed under the contract should be described in sufficient detail here. This includes all general tasks required by the Government.)

C.5. Specific Tasks:

C.5.1. Basic Services. The contractor shall provide services for [*Insert the services and/or tasks to be provided by the contractor*].

C.5.2. Task Heading. *(If applicable)* [*Insert the specific task to be provided in sequential order, i.e., 5.2, 5.3, etc. by the contractor*]

C.5.3. CONTRACTOR MANAGEMENT REPORTING (CMR) The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor shall completely fill in all the information in the format using the following web address <https://cmra.army.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative (COTR) or also known as the Contracting Officer's Representative (COR); (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor's name, address, phone number, e-mail address, identity of Contractor employee entering data; (5) Estimated direct labor hours (including sub-Contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-Contractors); (7) Total payments (including sub-Contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-Contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity

(the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information); (11) Locations where Contractor and sub-Contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of Contractor and sub-Contractor employees deployed in theater this reporting period (by country). As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website

PART 6 APPLICABLE PUBLICATIONS

(In this section list any publications, manuals, and/or regulations that the contractor must abide by. See example provided below.)

C.6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS) *(If applicable): (In this section list any publications, manuals, and/or regulations that the contractor must abide by. See example provided below.)*

C.6.1. The Contractor (to include subcontractors) must abide by all applicable regulations, publications, manuals, and local policies and procedures. *(For example, insert Army Regulation (AR) 25-2, Information Assurance or Army Regulation (AR) 530-1, Operations Security.)*

Quality Assurance Surveillance Plan Template

Add Title of Acquisition

Quality Assurance Surveillance Plan

Add Solicitation #

20XX

FOR INFORMATION ONLY

This plan is provided to the bidder/contractor for information purposes only. The Quality Assurance Surveillance Plan is not a part of the solicitation, nor will it be made part of any resulting contract. The Government reserves the right to modify inspection methods at its discretion.

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1. OVERVIEW

1.1 Purpose. The purpose of this plan is to identify the methods and procedures the Government will use to ensure it receives the services/products under this contract as identified in the Performance Work Statement (PWS).

1.2 Intent. The intent of this plan is to hold the Contractor accountable for quality control and to encourage the contractor to take appropriate steps to control and improve quality. The Contractor is responsible to develop an efficient methodology to ensure they meet and/or exceed the required thresholds of service as outlined in this acquisition. The Government intends to perform surveillance on this contract in accordance with (IAW) this Quality Assurance Surveillance Plan (QASP), but reserves the right to monitor the contract in any manner necessary, at any times necessary, and at all places necessary to ensure that the rendered services conform to contract requirements. The Government reserves the right to perform quality assurance at the subcontract level and perform quality assurance at the contractor's place of business, if applicable. Non-conforming services discovered with subcontractors will be addressed with the prime contractor for resolution.

2. DESCRIPTION OF SERVICES

2.1 Scope of Work. *(Describe services required by this contract. Generally can be pulled from the PWS Purpose/Overview/Scope of Work statement.)*

2.2 Contract. *(Describe contract type...FFP, IDIQ, etc... Also identify quality requirements as identified in the contract...i.e., Inspection of Services FAR Clause 52.246-4, Inspection of Services—Fixed Price or Higher Level Quality Requirements FAR Clause 52.246-11. Also identify additional clauses/contract requirements that would require COR specific attention such as FAR Part 45 Government Property, recurring reports, specific safety requirements, etc.)*

3. ROLES AND RESPONSIBILITIES. *(Describe roles and responsibilities of key Government and contractor personnel that will work with this contract)*

Government Personnel:

Contracting Officer (KO) - A person duly appointed with the authority to enter into, administer and terminate contracts on behalf of the Government. The KO is the only person who can legally commit the Government and only the KO, as the Government's agent, can modify the contract/order. The KO is the final authority for determining the adequacy of the Contractor's performance. KO decisions arising under or relating to the contract are final.

Contracting Officer's Representative (COR) – An individual designated in writing by the KO to perform specific technical and administrative functions within the scope and limitations of their written appointment (e.g., surveillance of Contractor's performance, accept services). The COR is not empowered to make any contractual commitments or authorize any changes to the order/contract or in any way obligate additional funds by the Government; such authority rests solely with the KO.

Contract Administrator – The official Government representative delegated authority by the Contracting Officer to administer a contract. This individual is normally a member of the appropriate Contracting/Procurement career field and advises on all technical contractual matters.

Property Administrator – An authorized representative of the Contracting Officer appointed in accordance with agency procedures responsible for administering the contract requirements and obligations relating to Government property in possession of a Contractor.

Contractor Personnel:

Program Manager – Responsible for running complex programs and projects. Supervises the project team and manages conflicts within different departments. Plans and sets project goals and milestones and develops risk management strategies. Defines resources and schedules for the implementation of the program. Clearly defines requirements and sets targets accordingly. Recognizes areas for internal improvement and develops plans for implementing the improvements.

Quality Manager - Promotes quality achievement and performance improvement throughout the organization. Develops implements, communicates and maintains a quality plan to bring the Company's Quality Systems and Policies into compliance with quality system requirements. Direct the activities of quality personnel to measure key quality characteristics of processes from inception to completion. Establishes the standards of service for customers or clients.

4. CONTRACT QUALITY REQUIREMENTS

4.1. Quality Control Program. The Contractor's Quality Control Program requirements are *defined in Part 5* of the PWS. The Contractor shall develop, maintain, enforce and document a Quality Control Plan (QCP) which complies with the requirements of this contract and outlines how they will ensure the Government will receive all the services required by the contract at the specified quality level.

4.2. Government Quality Assurance. The Government will perform Quality Assurance oversight of the Contractor and Contractor's QCP IAW the QASP to ensure acceptable levels of contract performance are achieved and that the contractor is performing acceptable levels of Quality Control thus ensuring fully acceptable services are provided.

5. GOVERNMENT SURVEILLANCE

5.1. Methods of Surveillance include but are not limited to:

- 100% Inspection - Reserved for the highest risk areas where consequence of failure is high (i.e. life or limb are threatened) or there is likelihood of mission failure.
- Random Sampling - When a service is performed relatively frequently and a statistically valid sample can be selected for audit. The most appropriate method for frequently recurring tasks.
- Periodic Sampling - Planned sampling of a service at specific predetermined dates and times. May be appropriate for tasks that occur infrequently.
- Customer Feedback – Not necessarily a valid method of surveillance but a good indicator for areas surveillance should be conducted or intensified.

5.2. Monthly Surveillance Schedule. The COR will develop a monthly schedule of surveillance activities based on the Performance Standards as outlined in the Performance Requirements Summary (PRS), as well as any other critical contractual requirements determined to be higher risk requiring oversight. The PRS will be an attachment to the QASP. The surveillance outlined in the monthly schedule will be as detailed and in-depth as necessary to provide the Government with the objective quality evidence required to support acceptance of the services provided by the Contractor. The schedule

will provide planned periodic surveillance during all required hours of the Contractor's operation. The schedule is "FOR OFFICIAL USE ONLY" and is not releasable to anyone other than authorized Government personnel. The schedule will identify the method of surveillance, the date of inspection, place of inspection, activity to be monitored, and who will conduct the surveillance (dates and times can be altered without a formal change to the schedule as long as all inspections are performed). DA Form 5475-R (Surveillance Activity Checklist) (<http://armypubs.army.mil/eforms/pdf/A5475.PDF>) may be used for this purpose. The monthly schedule will be completed no later than seven calendar days prior to the beginning of the period it covers and a copy forwarded to the KO for information and review.

5.3. Inspection instructions/checklists. The COR will develop inspection instructions/checklists for all planned inspections which may require special instructions on how to perform the inspection, what observations should be made with specific details of what to look for acceptable performance. DA Form 5476, Surveillance Checklists (<http://armypubs.army.mil/eforms/pdf/A5476.PDF>) may be used for this purpose.

5.4. Documentation of Inspections. All inspections/observations will be documented and will include as a minimum date and time, who performed the inspection, what was inspected, to what standard and the results. Successful or exceptional performance will be documented as well as deficiencies in Contractor performance. Documentation will be maintained for future reference, audit, proof of inspection and past performance documentation. DA Form 5481, Tally Checklist (<http://armypubs.army.mil/eforms/pdf/A5481.PDF>) may be used for this purpose.

6. Non-Conforming Performance. The COR will provide written notification to the Contractor each time an unacceptable observation has been recorded and ask the Contractor to correct the problem or re-accomplish the service. **All valid non-conformances observed by the Government will be documented!** The COR will record the contract requirement, the specific deficiency to the requirement, the date and time it was discovered, and have the Contractor initial the entry. The Contractor will be given a time line after notification to correct the deficiency in accordance with requirements of the contract. Deficiencies that cannot be corrected within the identified time line will be reported to the Contracting Officer. DA Form 5481, Tally Checklist (<http://armypubs.army.mil/eforms/pdf/A5481.PDF>) may be used for this purpose.

6.1. Customer Feedback. For customer feedback or complaints it is recommended that the DA Form 5477, Customer Complaint Record, <http://armypubs.army.mil/eforms/pdf/A5477.PDF> be used. Customer feedback can be in any form, verbal or written, but no matter the format the COR will maintain a record of the feedback, positive or negative.

- a. If immediate response to a complaint is required, the COR will provide the response to the requester as soon as practical.
- b. The COR will conduct an investigation to determine the validity of any negative comments received.
- c. If the negative comment is determined not to be valid, if possible, the COR will inform customer of the reason(s) as soon as practical.
- d. For validated negative comments that are true contractual non-conformances see paragraph 6. If this non-conformance is a more serious (systemic in nature) deficiency or recurring deficiency that could indicate a trend the COR should see paragraph 6.2.
- e. The COR will follow up with the customer of the corrective action taken by the contractor, if applicable.

6.2. Contract Deficiency Reports. The COR will report more serious (systemic in nature) deficiencies or recurring deficiencies that could indicate a trend by using the DA Form 5479-R, Contract Discrepancy Report (<http://armypubs.army.mil/eforms/pdf/A5479.PDF>). The Contract Discrepancy Report will state the Contract Requirement, the specific contract reference and the specific violation (s) to the requirement. The COR will forward copies of Contract Discrepancy Reports (CDR) to the KO within one (1) working day. The KO will notify the Contractor and request corrective action to the specific non-conformance, identification of the root cause and corrective action for the root cause with a required suspense date. The KO may require the Contractor to re-perform any services that do not meet contract requirements at no additional cost to the Government. The Contractor will return a copy of the completed and signed DA Form 5479-R along with their Corrective Action Plan (CAP) to the KO for review, approval and inclusion in the contract/order file. The KO should include the COR in the review of the CAP and re-inspection of services that were found deficient to ensure the CAP included adequate root cause analysis, corrective action for the root cause and that it was accomplished in the timeframe agreed upon. The KO and COR will not consider the CDR closed until all deficiencies have been corrected and all agreed upon actions of the CAP have been completed. Contractor's failure to follow through and complete corrective actions will be reported immediately to the KO for further action. (Note: if the COR has to repeatedly perform re-inspection there could be a Government re-inspection cost which could be recovered from the Contractor). The COR will also follow-up after the Contractor has completed the corrective action to ensure that the Contractor's corrective action was sufficient to preclude recurrence.

7. Data Analysis. The COR shall perform and document analysis of available data monthly and make adjustments to the surveillance schedule as required based on the results of the analysis. Analysis shall be used to look for and document trends in performance which may indicate shifts in performance risk that could result in increased or reduced surveillance. Data can be based on Government observations or Contractor observations. Negative trends noted using Government observations could result in issuing the Contractor a CDR. Trends noted using Contractor data should never result in a CDR unless the Contractor is not addressing the negative trend.

8. Acceptance of Services. When all services have been deemed acceptable and there is documented objective quality evidence to support acceptable performance the COR will accept the services provided and authorize payment upon satisfactory completion of the work. This is done by approving the Contractor's invoice in Wide Area Workflow <https://wawf.eb.mil/>.

9. Monthly COR Activity Report. The COR will submit a brief monthly activity report to the KO which will include the next months surveillance schedule, summary of inspections performed with results, summary of customer complaints with analysis, summary of contract discrepancies, results of data analysis, recommended adjustments to surveillance, invoices accepted and any other pertinent contract activities.

10. Contractor Manpower Reporting. In accordance with SECARMY Memorandum, dated 7 Jan 2005, Accounting for Contract Services. The Contractor must report contractor manpower on a monthly basis to the Contractor Manpower Reporting website at <https://cmra.army.mil>. The COR shall verify that the Contractor has complied with the required contractor manpower reporting and document any observations.

11. Quality Assurance Surveillance File. The official COR Quality Assurance Surveillance File will be maintained in the on-line COR Management Tool <https://arc.army.mil/COR> per ACC PAM 70-1. The Quality Assurance, or COR Surveillance file shall contain the following as applicable:

- a. Copy of the COR designation letter from the KO, any changes to that letter, and any termination letters.
- b. Training Certifications for COR and refresher training.
- c. Copy of the contract and all contract modifications.
- d. Copy of the applicable Quality Assurance Surveillance Plan (QASP).
- e. Copy of the contractor's Quality Control Plan (QCP)
- f. All correspondence initiated by authorized representatives (Contractor or Government) concerning performance of the contract.
- g. Names, position titles and contact information of all key personnel assigned to the contract, both Government and Contractor.
- h. Monthly surveillance schedules.
- i. Surveillance Checklists
- j. Records of all inspections performed and the results.
- k. Customer Feedback.
- l. Memoranda for record of minutes of any meeting, telephone conversations and discussions with the contractor or others pertaining to the contract or contract performance.
- m. Documentation pertaining to acceptance of services, reports or data

12. Contractor Performance Assessment Reporting System (CPARS). Documented surveillance data IAW this QASP will be used as objective data to support CPARS ratings. The inclusion of detailed documented inspection results provides objectivity to CPARS reporting. CPARS will be accomplished annually or at the end of a contract or task order whichever occurs first.

<http://www.cpars.csd.disa.mil/cparsmain.htm>

13. Record Retention. All records will be retained for the life of the contract. The COR/QAE will forward these records to the KO upon completion of the contract/order.

14. QASP Changes. The QASP is a living document and, as such, may be changed as needed. However, the KO must approve changes. The COR will submit recommended changes to the KO for approval.

Performance Requirement Summary Template

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

1. General. The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this solicitation, specifically, the Government reserves its right under the Inspection of Services and Termination for Default clauses. Any deductions pursuant to this Performance Requirement Summary (PRS) shall reflect the reduced value of service performed under this contract. The Contractor shall not be relieved of full performance of any required services and may be terminated for default based upon inadequate performance of service even if a deduction was previously taken for inadequate performance. Requirements not included in the PRS remain subject to separate quality assurance evaluations and deductions from payments under the Inspection of Services Clause of this contract. The Government may modify the type and frequency of inspections as it deems necessary. The Performance Requirement Summary table at the end of this attachment lists those services for which the Government will make deductions from payment due the Contractor when service fails to meet the established AQL.

2. PRS Table. The PRS Table provides the following information:

2.1. Required Service. This column lists the contract requirements which are considered necessary for acceptable contract performance. The absence from the PRS of any contract requirement, however, shall not detract from its enforceability or limit the rights or remedies of the Government under any provision of the contract, including the clauses entitled "Inspection of Services" and "Default."

2.2 Paragraph Number. This column contains the paragraph number (this includes all subsequent subparagraphs) that describes the required service.

2.3 Standard. Summarizes the standards of performance for each required service.

2.4 Maximum Degree of Deviation from Requirement (AQL). Sets forth the maximum allowable deviation from perfect performance for each required service (AQL) that may occur before the Contractor will receive less than 100 percent of the maximum payment for the required service. Definition of the lot used as the basis for surveillance or for payment computation purposes is also included in this column.

2.5. Method of Surveillance. Sets forth the primary surveillance methods the Government will use to evaluate the Contractor's performance in meeting the contract requirements (column 4).

2.6. The Proportion of Required Service to Total Contract Price. Sets forth the percentage of the contract price that each required service represents.

3. Inspection Methods. The Government may use a variety of surveillance methods to evaluate the Contractor's performance. Both scheduled and unscheduled surveillance will be used to surveil contractor performance. The methods of surveillance that may be used are:

3.1. Random Sampling. Random sampling is a method of comparing a few items in a lot to a standard for the purpose of determining the quality of the entire lot. Random sampling is based upon ANSI/ASQCZ1.4-1993, American National Standard Sampling Procedures and Tables for Inspection by Attributes (previously MIL-STD-105E). Using this method of sampling, the lot size and inspection level determines the sample size. An Acceptable Quality Level is determined for each required service.

The required unbiased (each service output in the lot has an equal chance of being selected) sample is drawn using either automation or random number tables. The date, time and place of surveillance are scheduled each month prior to commencement of work.

3.2. **Planned Sampling.** Planned sampling is a method of evaluating a portion of the work performed as the basis for evaluating the Contractor's performance. Planned sampling is well suited to the evaluation of requirements, which cannot properly be scheduled for random evaluations. Planned sampling differs from random sampling in that selection of the sample to be surveilled, time, and place of surveillance is not unbiased.

3.3. **Unscheduled Sampling.** Unscheduled sampling is the impromptu evaluation of contract requirements. It enables the Government to monitor and document those contract requirements where increased levels of surveillance are deemed necessary. It is also used to monitor those contract requirements, which have no specified surveillance method. There is no specific procedure to be followed to initiate unscheduled sampling inspections. These inspections may be used to evaluate known problem areas or provide supporting documentation for actions recommended to the Contracting Officer.

3.4. **100 Percent Inspection.** 100 percent inspection is the evaluation of each item in the defined lot.

3.5. **Customer Complaint.** Customer complaints are unsolicited comments from recipients of the service that serve to alert the Government to various kinds of service problems. Customer complaints will be accepted and investigated fully to determine underlying causes. The Government reserves the right to conduct customer surveys.

4. **Criteria for Acceptance/Rejection.** The Contractor shall have work complete and ready for inspection in accordance with all terms of the contract. Government inspections will be made according to the surveillance method(s) specified, to compare Contractor's performance to contract standards and specifications.

4.1. **Acceptance.** Performance of a required service will be accepted and the maximum contract payment per month will be paid when the number of defectives found during contract surveillance does not exceed the number of defectives allowed as specified in the AQL column of the PRS. Defectives are Contractor's failure to meet contract provisions, standards and specifications as described in 4.2.

4.2. **Rejection.** When Contractor's performance does not meet contract provisions or is not performed in accordance with the approved work plan or is not performed in accordance with the standard/specification or was not performed within the allowed time frame or is not completed in its entirety, it will be considered to be defective and will be rejected. When the Contracting Officer deems appropriate, a Contract Discrepancy Report (CDR), DA Form 5479-R, will be issued. The Contractor shall complete blocks 6 through 10 of the CDR and return it to the Contracting Officer. The Contractor shall explain in blocks 6 through 10 of the CDR why performance was unacceptable and how recurrence of the problem will be prevented in the future. The Contractor's payment for work rendered will be calculated as stated in paragraph 6, Contractor Payment.

4.3. **Re-performance of Defective Work.** The majority of work required by the contract is of such a nature that defective or incomplete performance disclosed by Government inspection is not subject to correction by re-performance or late for the purpose of avoiding a reduction in the full contract price.

4.3.1. **Government Elections.** At the sole election of the Government and upon notification to the Contractor, the Contractor may be required to re-perform or perform late any or all defective work

disclosed by Government inspection including defective and incomplete performance. Where the Government so elects, the Contractor shall be notified promptly after inspection that specified defective work will be re-performed or performed late and completed within the re-performance period specified by the Government. In such cases, the Government will re-inspect work designated for re-performance or late performance, and the Contractor may be held liable for any damages sustained by the Government including, the costs associated with re-inspection.

4.3.2. Contractor's re-performed work shall comply with same requirements as his initial work.

4.3.3. The requirement for Contractor to re-perform defective work will not alleviate the Contractor from responsibility to perform all other work in accordance with the terms of the contract.

4.3.4. When the Government requires re-performance or late performance solely of sample defective work disclosed by random sampling inspection, the Contractor's original inspection results shall not be modified upon re-inspection since the sample reflects only a portion of the work lot. Instead, if the AQL is exceeded for that performance period, any payment computation shall include a credit for re-performance or late performance of sample defective work during that period according to the payment computation described in Para 6.

5. Determining the Number of Defectives that Will Cause Less than Maximum Payment.

5.1. Random Sampling. When the method of surveillance of a service is random sampling, the tables in ANSI/ASQCZ1.4-1993, American National Standard Sampling Procedures and Tables for Inspection by Attributes (previously MIL-STD-105E) will be used to determine the number of defectives which will result in the Contractor receiving less than maximum payment.

5.2. Planned Sampling, Unscheduled Sampling and 100% Inspection. When these surveillance methods are prescribed the number of defectives that will cause less than a maximum payment will be determined as follows:

5.2.1. Constant Number AQLs. If the AQL is a constant number of defectives (for example, two defectives), the AQL plus one or more additional defectives will cause less than maximum payment (for example, three defectives).

5.2.2. Percentage Value AQLs. If the AQL is a percentage value, it is multiplied by the lot size to determine the number of defectives that will allow maximum payment. If the resulting value has a decimal, it will be rounded to the next higher whole number if the decimal is 0.5 or greater; and to the lower whole number if the decimal is less than 0.5. One or more additional defectives will cause less than maximum payment.

6. Contractor Payment.

6.1. Acceptable Performance. When Contractor performance meets all the requirements and is equal to or less than the AQL, the Contractor shall be paid the full contract price.

6.2. Unacceptable Performance. If performance does not meet the AQL and performance is deemed unacceptable, the Government will deduct a percentage of the value assigned to that service equal to the percentage of service found to be defective. The payment for required services that do not meet the AQL will be calculated as follows:

6.2.1. Random Sampled Services. For services surveilled by random sampling, the percentage for the work shown in The Proportion of Required Service to Total Contract Price (Maximum Payment Percentage) column of the PRS is multiplied by the percentage of the sample found unacceptable to determine the amount that will be deducted from the maximum payment for acceptable service. The total number of defectives found, not just those in excess of the reject level, is used to determine the percentage of the sample found unacceptable. Sample defectives that are corrected in accordance with paragraph 4. will be credited as specified in the following example:

Assume an AQL of 6.5, a lot size of 450 units, (a resulting sample of 50 units), The Proportion of Required Service to Total Contract Price (Maximum Payment Percentage) of 5%, that 10 defectives were found, and 5 defectives were corrected. The Master Table for Normal Inspection found in ANSI/ASQCZ1.4-1993, American National Standard Sampling Procedures and Tables for Inspection by Attributes (previously MIL-STD-105E) indicates that the reject level is 8 defective samples. The payment computation would be as follows:

a. Maximum contract payment per month	\$10,000.00
b. Maximum payment percentage	5%
c. Maximum payment for acceptable work	\$500.00
d. Percentage of sample found unacceptable (10/50, or defectives/sample size x 100)	20%
e. Credit for sample defectives corrected (5/450, or samples corrected/lot size x 100)	1.1%
f. Unacceptable percentage (Line d - Line e)	18.9%
g. Deduction for unacceptable work (Line c x Line f)	\$94.50

6.2.2. Services other Than Those Random Sampled. For services surveilled by methods other than random sampling, the percentage for the work shown in The Proportion of Required Service to Total Contract Price (Maximum Payment Percentage) column of the PRS is multiplied by the percentage of the lot found unacceptable. The resulting percentage is the percentage of the monthly contract price that will be deducted from the contractor for unacceptable work. The total number of defectives found, not just the defectives in excess of the reject level, are used to determine the percentage of the lot found unacceptable. The deduction shall be computed as in 6.2.1, except the defects are divided by the total lot rather than the sample. For example:

Assume an AQL of 4%, a lot size of 50 units,), The Proportion of Required Service to Total Contract Price (Maximum Payment Percentage) of 5%, that five defectives were found, and that 1 defective was corrected. Accept/Reject level is $50(\text{lot size}) \times .04 (\text{AQL}) = 2$ defects accept/3 defects reject. The payment computation would be as follows:

a. Maximum contract payment per month	\$10,000.00
b. Maximum payment percentage	4%
c. Maximum payment for acceptable work	\$400.00
d. Percentage of sample found unacceptable (5/50 or 5 defectives/lot size of 50 x 100)	10%
e. Credit for defective corrected (1/50 or 1 defective corrected/lot size x 100)	2%
f. Unacceptable percentage (Line d - Line e)	8%
g. Deduction for unacceptable work (Line c x Line f)	\$32.00

6.2.3 Review of Reports for Waste Reduction (PRS Item 3) Computations of payment deductions for failing to achieve the 25% waste reduction requirement will be accomplished every three months. Deduction will be for the percentage difference between the required 25% and the actual percent diverted from the landfill. The deduction will apply to each monthly payment and will be deducted from the 3rd monthly invoice. For example, if the review months are January, February and March, deduction will be taken from the March invoice. An example of the deduct calculation follows:

- a. From verified tonnage reports for the three month period, calculate the total tonnage collected and the total tonnage recycled/recovered (diverted from the landfill).
- b. Divide the total recycled tonnage by the total tonnage collected to determine the percent recycled/recovered. (If 25% or greater a deduction is not appropriate; if the percentage is less than 25%, proceed with the deduct computation.
- c. Determine the percentage shortfall by subtracting the percent calculated in b. above from 25%.
- d. Multiply the percentage shortfall by 4% to determine the deduct percentage.
- e. Add together the invoiced amount for the Recovery/Recycling Program CLIN (0002AD for the Base Period) to determine the value of 3 months of service.
- f. Multiply the results of e. above by the deduct percentage computed in d. above.

COMPUTATION: Assume the computation in a, b, and c above resulted in a percentage shortfall of 5% and the total invoice amount for the Recovery/Recycling Program CLIN for the previous three months was \$100,000.

- a. $25\% - 20\% = 5$ Percentage Points Shortfall.
- b. $5 \times 04\% \times \$100,000 = \$20,000$ deduction.



PRS Template

Open the attachment for a complete Performance Requirement Summary Template.

Independent Government Cost Estimate Template

MISSION AND INSTALLATION
CONTRACTING COMMAND
DRAFT
INDEPENDENT GOVERNMENT COST
ESTIMATE (IGCE) DESKBOOK
April 2011

Foreword

The Independent Government Cost Estimate (IGCE) is the Government's estimate of projected costs a selected contractor will incur in the performance of a contract. These costs include direct costs; such as labor, supplies, equipment, or transportation and **indirect costs**; such as labor overhead, material overhead, as well as general and administrative (G&A) expenses, and profit or fee.

This deskbook is not intended to cover every possible acquisition, but rather explains elements of cost within the general context of their use. There may be dozens of cost elements included in large, complicated acquisitions costing millions of dollars and few in acquisitions for a single item of relatively low dollar value. Many cost elements vary by circumstance and application in different situations. While the following explanations and description of cost elements are sound, the IGCE should include only those applicable to and developed from the performance work statement or description of the product, the services, or the construction project to be acquired.

An IGCE is required for every procurement action in excess of the simplified acquisition threshold (currently \$150,000). A commercial item may be briefly defined as an item or service sold to the general public that has no major modification to meet the Government's specific requirements. The IGCE is developed by the requiring activity and used to establish a reasonable and realistic price/cost for budget purposes. In addition, the Contracting Officer may use the IGCE for technical and management information. Format and contents of the IGCE will vary in accordance with the complexity and value of the requirement.

Acquisition statutes require analysis of price/cost to determine whether a reasonable price, in the event of a fixed priced contract, or a realistic cost, in other contract types, will result from award of all contract requirements. The evaluation of any proposal response in terms of reasonableness of price/cost may rely heavily on the accuracy and reliability of the IGCE. Any significant variation between the contractor's proposal and the IGCE requires analysis. Where variations exist, the Government can identify and correct inaccuracies in the IGCE or (in the case of single source actions) use the IGCE to negotiate a more reasonable or realistic vendor price.

The following guidelines may be used for all IGCEs. A sample IGCE has been provided in Appendix C.4 - Example A-1 that is based on a buildup of the separate elements of cost that comprise the price(s). Appendix C.4 - Example A-2 provides a format for submission of an IGCE. Appendix C.4 - Example A-3 includes a sample of an IGE that is based on price history only. Activities with requirements to be awarded to foreign firms should refer to host nation labor laws and the appropriate supporting contracting office for labor rates and any special considerations to supplement this guide.

The IGCE is a procurement sensitive document and should be labeled and handled accordingly. **Access to the IGCE shall be on a need to know basis.**

1. Requirement

a. Each package in excess of the Simplified Acquisition Threshold must be accompanied by an Independent Government Estimate that serves as one benchmark of fair and reasonable price(s). IGE's should be prepared as though it were a commercial submission in response to a solicitation for the Performance Work Statement. Standards, practices, and procedures that are normally used by industry should be used as the basis for developing the IGE. A narrative must accompany the IGCE, explaining the basis of estimate for each price or element of cost comprising the estimated price(s). The IGE must have a cover page that includes:

- The name of the preparer and position title
- The preparer's organization
- The preparer's contact information, to include telephone and email
- Date IGE was prepared
- Basis of estimate information (see further discussion below)

b. All requirements submitted to your supporting contracting office require a price estimate. A simple estimate of current market prices or historical prices may be adequate on requirements up to the simplified acquisition threshold (Currently \$150,000). Over that level, a more comprehensive price or cost analysis is required.

2. Definitions

a. Cost analysis. This is the element-by-element examination of estimated or actual costs and proposed profit.

b. Cost or pricing data. Data consisting of all facts existing up to the time of agreement on price, which prudent buyers and sellers would reasonably expect to have a significant effect on price negotiations, and which will require submission of a Certificate of Current Cost or Pricing Data in accordance with FAR 15.40 6-2, if the estimated cost of the procurement exceeds the current FAR threshold (FAR 15.403-4(a) (1). Cost or pricing data shall be obtained only if the contracting officer concludes that none of the exceptions in Federal Acquisition Regulation (FAR) 15.403-1(b) applies. Cost or pricing data cannot predict the accuracy of the prospective contractor's judgment about estimated future costs; however, the data forms the basis for making the judgment.

c. Direct cost. Any cost that is specifically identified with a particular final cost objective (such as a specific deliverable).

d. Catalog price/price list. A price included in a catalog regularly maintained by a manufacturer or vendor, published or made available for inspection by customers that states prices at which sales are currently or were last made to a significant number of buyers constituting the general public.

e. Fair and reasonable price. A price that is fair to both the Government and contractor, considering the agreed upon conditions, promised quality, and timeliness of contract performance.

f. General and Administrative expense. Indirect expenses, including a company's general and executive office, executive compensation, the cost of staff services such as legal, accounting, financial, administrative, and similar expenses.

g. Independent Government Cost Estimate (IGCE). The Government's estimate of resources and cost of resources a prudent contractor will incur in the performance of a contract.

h. Indirect cost. Any cost not directly identified with a single final cost objective but identified with two or more final cost objectives. Also referred to as overhead.

i. Market analysis. The process of analyzing prices and trends in the competitive marketplace for the purpose of comparing product availability and offered prices against market alternatives and establishing the reasonableness of offered prices.

j. Negotiation. A procedure used by the Contracting Officer that includes receipt of proposals from offerors, permits bargaining, and usually affords offerors an opportunity to revise their offers before award of a contract or modification.

k. Price analysis. This is the process of examining and evaluating a price without looking separately at the estimated cost elements and proposed profit that comprise it.

l. Reasonable cost. A cost that in its nature or amount does not exceed what would be incurred by an ordinarily prudent person in the conduct of competitive business.

m. Sealed bidding. A method of contracting that employs competitive bids, public openings of bids, and ultimate award of a fixed-price contract.

3. There are generally two bases for an Independent Government Estimate: price estimate and cost estimate.

a. Price Estimate: The price estimate is generally used for supplies, equipment, and simple services that are routinely available on the open market at competitive prices. It may be based on readily (1) available current market prices (such as catalog or list prices) or (2) previous prices proposed in competitive situations and adjusted to current price levels. The price estimate is required on all contract requirements over the simplified acquisition threshold and must be "independently" developed based on a comparison and analysis of factors such as published catalog prices, historical prices paid, market survey information, vendor price quotes, etc. The price estimate is not broken down into the various cost elements and depends upon the bottom line prices paid or available in the market place. This estimate is a more in-depth estimate than provided for procurements that are below the simplified acquisition threshold, as it is based on an analysis of numerous pricing factors. Typically, the contracting officer or specialist can help you research for "pricing" information. Price estimates are required for "Commercial" items as addressed later in this guide. When developing the price estimate, focus should be placed on:

- Prices and quotes, such as published or current catalog prices;
- Previous prices and quantity purchased;
- Quantity of items to be purchased; and
- Market Surveys and other miscellaneous source of pricing data.

b. Cost Estimate: The cost estimate is more detailed than the price estimate and requires a breakdown of costs anticipated in performance of the contract. A detailed estimate is required for

services, construction, and non-commercial supplies estimated to exceed the simplified acquisition threshold. Costs are generally divided into the primary cost elements of labor, payroll additives (burden or fringe), other direct costs, indirect costs (overhead), general and administrative costs (G&A), and profit/fee. Provided below is a short discussion of the breakdown for cost elements in each area to be addressed in the IGCE.

4. Independent Government Cost Estimate (IGCE) The IGCE is the Government's estimate of the resources and the estimated cost of resources a prudent contractor will incur in the performance of a contract. The elements of cost composing the IGCE include:

a. Labor costs:

1. Labor costs are often the most significant part of the IGCE in terms of dollars for either "service" or "construction" contracts. Direct labor is the "touch" labor directly applied to the performance of the contract requirements. Indirect labor includes costs of personnel in a support capacity that support the direct performance of the service contracted (e.g. supervisory, inspection, maintenance, custodial, clerical, etc). Most direct labor and some of the indirect labor effort is covered by the Department of Labor wage determinations provided under the provisions of the Service Contract Act (SCA) for services or Davis Bacon Act (DBA) for construction, and these are considered "non-exempt." All non-exempt wages MUST be paid at a rate no less than that identified on the applicable wage determination. "Exempt" personnel are not covered by the wage determination but will receive comparable benefits and wages to like employees in both industry and the Government.

2. Inasmuch as a *non-exempt* employee must be paid no less than the rate of pay listed in the wage determination, a review of the most recent wage determination, if available, may assist you in determining applicable skill classes. New rates are determined periodically and must be incorporated upon contract extension or exercise of option.

3. *Exempt* employees, usually management, are essentially "salaried" employees, and exempt from coverage under the wage determinations. Special attention should be given to the skill and number of managers required. Salaries can be estimated based on comparable positions, performing the same or similar duties covered by a Government Position Description (PD) for GS or WG employees. Escalation must be computed for future year efforts for "exempt" labor if applicable.

4. When developing an IGCE it is important to identify the labor categories and the effort required for each task that comprises the Performance Work Statement. For instance, the effort of a carpenter for renovation of one set of kitchen cabinets might be limited to 100 hours with proportional benefits, whereas a contract which envisions a full time carpenter working under the terms of a contract year, would project for a full year cost with all benefits.

5. Annual work hours are divided into productive and non-productive time. Productive time is time the worker spends actually performing their duties. Non-productive time includes paid leave time or paid time off (PTO), and potentially other paid non-productive time such as breaks, training time, downtime and so forth. The sum of productive and non-productive time is available time (usually 52 weeks at 40 hours/week). Productive time is charged directly to the contract as direct labor, while non-productive time is usually charged to fringe benefits overhead pools and charged indirectly to the contract through a fringe benefits burden rate. Alternatively, leave time may be calculated separately and charged directly to the contract as part of direct labor. The IGCE may determine productive hours as follows:

Annual available hours (52 wks x 40 hrs/wk)	= 2,080
Less non-productive (leave) time	= <u>200*</u>
Productive hours	= 1,880

*This figure is arbitrary for the purpose of providing a calculation example.

The SCA Area Wage Determinations usually mandate a minimum amount of time for holidays (normally the ten Federal holidays, although 11 have been incorporated in some based on Collective Bargaining Agreement results) and a longevity “formula” for vacation/personal leave. Typically, SCA-subject positions may have 160 or more hours of leave mandated as a minimum. Exempt personnel may receive more, less or the same leave. The main points to remember are:

- a) The IGCE can cost out 2,080 hours, which is paid available time. Just remember that staffing must take into account leave time; therefore staffing is usually greater than the sum of task times. Also remember that, if travel time is involved between “jobs”, this should be taken into account as part of non-productive time.
- b) The IGCE can also estimate productive hours in a work year as discussed above. Productive time would be charged direct, while PTO would be charged as part of fringe benefits (overhead).

6. Recommend working closely with the contracting office to obtain the most recent wage rates for your estimate. Wage determinations for the Davis Bacon Act (DBA) covering the construction and repair/maintenance trades and the Service Contract Act (SCA) skills for service contracts can be accessed at the following web site: <http://www.wdol.gov>.

b. Payroll Additives/Labor Burden (Fringe Benefits):

1. Once the basic skills and hours have been assessed, payroll additives or labor burdens must be calculated. Typical groupings of fringe benefits and payroll taxes in the IGCE are:

a) *Health & Welfare (H&W)* – H&W includes life, accident and health insurance plans. The application of this figure is dependent upon the wage determination issued by DOL and can be estimated using the most recent wage determination. Currently, the figure of \$3.35 per hour (as of 2010) is approved for all wage categories covered by the SCA (services). Reference individual DBA wage determinations for specific fringe benefits for H&W. All figures are subject to change; therefore verify benefits prior to development of the IGCE. The rate should then be multiplied by available hours. Similar fringe benefits should also be projected for exempt labor hours.

b) *Payroll taxes: This category is comprised of the following legally required employer contributions:*

(1) *Federal Insurance Contributions Act (FICA)* – FICA tax rate is 7.65% (6.2% for Social Security and 1.45% for Medicare). This rate has been constant for a number of years and rarely changes. Multiply 7.65% by total wages up to the FICA maximum rate of \$106,800 (for calendar year 2010).

(2). *Federal Unemployment Taxes (FUTA)* – FUTA is set by the federal Government. FUTA is paid on the first \$7,000 of total wages and is multiplied by a factor between 6.2% and 0.8% (employers can take a credit of up to 5.4% of taxable income if you pay state employment taxes). If State Unemployment Taxes are included in the IGCE, it is common to utilize the minimum FUTA rate of 0.8% in the IGCE. This rate changes periodically therefore, check the IRS web page at <http://irs.gov/formspubs/> for current rates. If an employee makes less than \$7,000, the factor of 0.8% is

only applied to the total wages paid, not the entire \$7,000 amount. FUTA will generally not exceed \$56 (0.8% x \$7,000) for any single employee, annually.

(3) *State Unemployment Taxes (SUTA)* – SUTA is set by individual state Governments and is paid of the first \$7,000 (as of 2010) of total wages. SUTA varies based on the type of business involved. Rates may be available from the state taxation or unemployment web site. However, if individual state SUTA rates are not available, recommend use of an average rate of 3.0%. Multiply this percentage by the first \$8,000 in wages per employee.

(4) *Workers' Compensation (WC)* – WC is insurance designed to cover injuries and associated benefits that arise from work related injuries. The rate for computation of costs varies from state to state and, for the most part, is dependent upon a contractor's years of business in the state and claims-related experience. Workmen's compensation is applied to total wages and will vary between 2-5% of the total payroll. The state tax code or taxation website can provide more details.

c) *Retirement and pension plans* – Some companies provide retirement contributions for their employees, especially Exempt (i.e., managerial and technical) employees. These may be through such as 401(k) accounts, to which many employers contribute a percent of an Exempt employee's salary either as a matching or single contribution. Currently, the national average for non-union personnel is 4.1% of wages; union average is 4.7%.

d) *Paid time off* – This category includes holidays, paid vacation, any sick leave, jury leave and other types of leave paid by the employer. This is usually 2,080 hours minus total productive hours, multiplied by the hourly rate. Nationally, it is currently 12.10% of hourly pay for union employees, 9.27% for non-union employees. It is one of the fringe benefit components listed on the www.bls.gov/ncs/ect website, access to which is described further in paragraph e.

e) Components of the fringe benefits package are available at www.bls.gov/ncs/ect (choose "databases" then "Employer Cost for Employee Compensation" from the menu and complete the screens for the "Multiscreen Data Search" option) for various geographic areas, industries (North American Industrial Classification System codes www.census.gov/epcd/www/naics.html), union/non-union employees, business sizes, and certain individual occupations.

2. Alternatively, a straight line approach using an average overall burden rate can be used to compute fringe benefits. A rate of 38.8% of wages and salaries is the national average for non-union labor, for union labor it currently averages 62.27%. For all occupations, it currently averages 41.62%. One of these rates may be used, as applicable, in place of the separate computation of benefits as outlined above. This may not be adequate for some high cost areas of the country or for DBA/SCA categories. One can determine a combined rate that includes all major components, also at www.bls.gov/ncs/ect as above, and choosing the "03 Total benefits" option on the "Compensation Component" scrolling dialogue box. Whichever method is used, document your rationale in the IGCE cost narrative. See Appendix C.4 – Example A-1 for an example of a straight-line or simplified approach.

3. As a minimal example of the scope and detail of benefits information available from the Bureau of Labor Statistics website, here is the set of component grouping costs per hour and the national average of wages for union and non-union personnel:

Union employees			
	Per hour	Wages	% of Wages
Paid Time Off	\$ 2.77	\$ 22.90	12.10%
Health & Welfare	\$ 4.68	\$ 22.90	20.44%
Retirement	\$ 2.53	\$ 22.90	11.05%
Payroll Taxes	\$ 3.16	\$ 22.90	13.80%
TOTAL BENEFITS	\$ 14.26	\$ 22.90	62.27%
Non-union employees			
	Per hour	Wages	% of Wages
Paid Time Off	\$ 1.78	\$ 19.21	9.27%
Health & Welfare	\$ 1.94	\$ 19.21	10.10%
Retirement	\$ 0.79	\$ 19.21	4.11%
Payroll Taxes	\$ 2.18	\$ 19.21	11.35%
TOTAL BENEFITS	\$ 7.46	\$ 19.21	38.83%

NOTE: The groupings do not add up to the TOTAL BENEFITS figures because these are also comprised of overtime, shift differentials, disability plans and other unusual components not included in the individual groupings. Also note that even the national average of unions for Health & Welfare does not amount to the \$3.35 per hour mandated by the average Area Wage Determination promulgated by the Department of Labor (DoL) based on the SCA; that figure would have to be used for the H&W component for those positions subject to the SCA.

a) Other Direct Costs

1) The Other Direct Costs category provides an estimate of the types and quantity of material, equipment, bonding, and travel necessary for the contractor to perform the work to be accomplished. These costs can be charged directly against the specific requirement. Normal office supplies are generally included in overhead or G&A, but any materials used in direct support of the contract, such as vehicles, computers, office furniture, as well as subcontractor costs, travel, lease of equipment, per diem, etc should be included in your other direct costs. Item descriptions, quantities and related cost estimates can be obtained using catalogs, price quotes, market surveys, historical data, etc. The emphasis in estimating other direct costs should be on accuracy of type and quantity.

2) As an example, if bonds or other securities will be required – the direct costs of these securities must be identified and incorporated into the IGCE. Although a basic bid bond generally has no direct cost, it is contingent upon payment of a percentage of bid or proposal cost upon award and issue of performance and payment bonds. Performance and payment bonds will generally cost the vendor anywhere from 1% to 3% of the total bid or proposal price. This cost will be included in the vendors “price”. A review of past bonding requirements may provide a reasonable range for your IGCE. In the absence of other data, recommend a cost of 2% be used for estimating purposes.

b) Other Indirect (Overhead) Costs

1) Includes all overhead and other indirect costs that cannot be applied to a specific cost category but is in support of your specific requirement. Overhead may include expenses such as indirect personnel and their fringe benefits/payroll taxes, utilities and facilities costs related to labor production, as well as others.

2) Overhead is often expressed as a percentage of the sum of direct labor costs and labor burden. Although overhead will vary based on type of contract, ownership of facilities, location of work

site, and so forth – recommend using 11% unless more specific information is available. Please note that not all contractors propose overhead separate from labor-related (fringe benefits/payroll taxes), and that this may inflate the IGCE beyond what many offerors will propose. (If information available indicates that separate overhead is normally not proposed, this factor may be omitted from the IGCE.)

c) General & Administration (G&A) Costs

1) General & Administration (G&A) costs are any management, financial or other expenses incurred for the overall operation of a business. These costs are distributed equally across all contracts, Government and private sector. It includes costs such as utilities, office rent, compensation packages, employee training, jury duty, business taxes, liability and other business insurances, legal costs, as well as non-contract specific leases, equipment and supplies.

2) These costs can and do vary significantly. G&A is expressed as a percentage of the sum of all other expenses (labor, burden, direct costs, and overhead). Typical G&A rates for non-manufacturing firms range between 3 and 15%. Use of a 3-15% G&A factor may be used for estimating purposes if no historical rate is available.

d) Profit/Fee

1) Profit or fee is the dollar amount over and above any allowable costs paid to a contractor for performance and represents the true reason the contractor is in business. The actual amount of profit/fee can and does vary. It is based on the contractor's perceived risk in attempting the project. The more complex or difficult the project, the greater the likelihood the contractor might fail, thus the greater the risk and the higher the profit the contractor would expect to receive. This amount is very difficult to estimate (the Contracting Officer may use a calculation form termed "Weighted Guidelines" when evaluating a contractor's proposed profit/fee as part of cost analysis required when certified cost or pricing data are required).

(a) If possible, review profit/fee percentages for similar work contracted locally. With the help of the Contract Specialist, reviewing profit levels allowed on contracts awarded for similar work might prove helpful as well.

(b) However you arrive at a profit/fee percentage, it is applied to the bottom line cost, excluding directly reimbursable expenses, for a total overall price to the Government.

2) Fee structure may also be broken down in different types of fees such as award, incentive, or fixed fee. For purposes of the estimate, however, a straight percentage may be used. There are guidelines for these fee structures in FAR 16, Types of Contracts; the Contracting Officer can help with limitations.

3) Review of the current or previous contract document, to include the previous IGCE, is usually an excellent place to start research. These documents may be obtained from your activity files or the supporting contracting office files. Document the profit/fee projection strategy on the IGCE.

5. Escalation Considerations for the IGCE

The impact of economic changes in costs or price (usually "inflation") should be considered when forecasting option year costs or prices in developing the IGCE. The following should provide basic information on how to use escalation techniques in your IGCE for base (or first) year as well as option years.

a. Develop the base year estimated costs as described above, adjusting as necessary to provide a realistic price/cost.

b. To forecast the option year(s) cost, appropriate escalation factors are applied to the previous cost elements to bring them up to a realistic value. If the contract performance involves more than one year, different escalation factors may be applied dependent on the labor/material mix as appropriate. The following methodologies may be used, as appropriate.

1) The Department of Labor Consumer Price Index (CPI) provides data and percentage of change in inflation/escalation factors. CPI information is available at <http://www.bls.gov/cpi/>. Percentage of change for all items from 1995 through 2009 ranged from a low of -0.4% in 2009 to a high of 3.8% in 2008. When projecting inflation, a review of major cost factors for the specific requirement should be considered. Inflation rates for specific commodities may be much higher or much lower than the average and must be factored into the equation dependent upon your circumstances. In addition, geographic locations for work performance should be considered. Global Insight provides escalation index forecasting services for labor, materials and other costs, which can be particularly helpful in development of IGCEs. The Defense Contract Audit Agency (DCAA) and some contracting organizations have access to Global Insight projections. An average factor between 2% and 4% is generally considered reasonable for labor escalation. As an example, assume that:

Base Year (2010) Labor rate \$30.00	Projected Escalation Factor for 2011 is 2.4% (.024)	Projected Escalation Factor for 2012 is 3.0% (.03)
2010	2011	2012
\$30.00	$\$30.00 \times 1.024 = \30.72	$\$30.72 \times 1.030 = \31.64

2) Market trends should be considered when projecting option year(s) escalation rates and should be justified in a short narrative. A market survey will provide information on current market prices and potential volatility of prices in the market place. In addition, when computing a projected escalation rate a review of previous Treasury interest rates will provide an overall view of market prices.

6. A Commercial Supply “Independent Government Estimate (IGE)” is much less complicated than the IGCE for a service contract and is considered a “Price Estimate”. It is a matter of determining the market value of an item and using that figure as the IGE, documenting your research, then furnishing this information along with your funded requisition to the contracting office. This IGE can be developed using numerous methods including:

a. General Services Administration (GSA) schedules. The schedules are pre-priced and awarded to multiple firms for specific products or services. GSA schedules may be found at <http://www.gsaaadvantage.gov/>.

b. Published price lists. This is a listing from an individual company that is published for use by the general public.

c. Catalog pricing. This is a pricing arrangement such as a J.C. Penney’s catalog.

d. Market research/survey. A market research/survey is a comparison of the prices offered within the local area for an item. Sometimes you can use secondary sources such as the Internet, newspapers,

and trade and business publications to obtain this information. This action is normally developed in conjunction with the Contracting Officer.

e. Previous buys. This is simply a comparison of previous purchases of the same item assuming comparability in quantities, conditions, terms, and performance times. Adjustments should be considered for inflation, etc., when appropriate.

f. Disclosure of information. Do not obtain “price quotes” from vendors. Caution is advised when contacting vendors, as advance procurement information is protected as “procurement sensitive” and should not be used in the preparation of your estimate.

1) Your contact might be considered a commitment by the vendor. Only a credit card holder acting within his/her their spending limits and a Contracting Officer or their representatives may commit the Government. Any other person may be held personally liable and disciplinary action can be taken.

2) Before a vendor is contacted for information concerning a potential purchase, recommend contacting the supporting contracting office. Contracting personnel are trained in information gathering techniques and can provide valuable insight to ensure no unauthorized information is released and inadvertent commitments are avoided.

7. Summary – An IGE is required for acquisitions that exceed the simplified acquisition threshold.

a. Although IGE documentation is a part of the Government procurement cycle, there is no detailed guidance on how to prepare an IGE in statutes or regulations. Some practical advice, however, includes the following: an IGE should bear a close relationship to the program being managed; it should be independently prepared by a subject matter expert. Do not base the IGE on a contractors cost/price estimate.

b. When buying a commercial item with stable specifications, the estimator should research past price history and make adjustments for any changes in specifications, quantities or inflation factors. For items that do not have a detailed pricing history it is necessary to do a detailed analysis of individual cost elements.

c. With a little diligence, you can provide an accurate estimate of these costs. By reviewing the statement of work; you can determine the labor categories and effort required plus equipment, materials, and other direct costs plus overhead to perform the operation. Multiple year requirements require consideration of inflation costs. Additional costs such as corporate costs (G&A) and profit are then applied to the bottom line.

d. A brief narrative of how the costs were developed and what reference material was used should be provided with the completed IGE along with name, title, and signature of the estimator and an approving official.

e. Once the IGE is completed the contracting officer can use a version with the quantities and numbers deleted as a template for the contractor’s cost proposal. Then costs proposed can be easily compared to the costs estimated.

Example # 1

Assumptions when preparing your IGCE (provide with the IGCE)

See the following page for sample IGCE format. Use the following assumptions when preparing and provide these assumptions to the contracting office along with your IGCE:

Preparation Instructions:

Assumptions Used: Identify any and all assumptions and methodologies used in cost computations.

Basis for Cost Estimates: Specify the item, the basis for the factor used and the source of the data used in preparing the IGCE.

	Item	Basis	Sources
1.	_____		
2.	_____		

Other Project Information: Identify any other information which may be necessary or helpful in the proper evaluation of the cost estimate; i.e., Statements of Objectives (SOO), etc.

Note: The following format is provided for IGCE's that are more complex and provide a more complete breakout than provided by previous page.

For Official Use Only
Procurement Sensitive – Source Selection Information

Independent Government Cost Estimate (IGCE)

_____ (Preparing Installation) _____ (Requiring Department)

_____ (Description of Items or Service) _____ (Quantity or Period of Performance)

I. Labor

Direct Labor Cost (Specify Type)

<u>Description</u>	<u>Category Hours</u>	<u>Rate Amount</u>
a. _____		
b. _____		
c. _____		
	Subtotal Direct Labor	
	\$ _____	

Indirect Labor Costs (Specify Type)

a. _____		
b. _____		
	Subtotal Indirect Labor	
	\$ _____	
	Total Labor (Direct and Indirect)	
	\$ _____	

II. Labor Burden (Fringe Benefits)

<u>Description</u>	<u>Base</u>	<u>Rate</u>	<u>Amount</u>
a. _____			
b. _____			
c. _____			

Total Labor Burden

\$ _____

III. Other Direct Costs – Provide items, rationale, and total.

<u>Description</u>	<u>Qty</u>	<u>U/I</u>	<u>Amount</u>
a. Purchased parts _____			
b. Other _____			

Total Other Direct Costs

\$ _____

IV. Other Indirect (Overhead) Costs

Provide _____% times total of I though III above. \$ _____

V. Subtotal:

Add all costs above (I through IV) \$ _____

VI. General & Administrative (G&A) Costs

Provide Percentage ____% times V above \$ _____

VII. Total Cost:

Add Costs V & IV above. \$ _____

VIII. Profit or Fee

Provide Percentage _____% times VII above \$ _____

TOTAL IGCE (Add total costs (VII) & Profit (VIII)) \$ _____

3. Applicable Period: **From:** _____ **To :** _____ **(Submit IGCE for each)**

4. Reliability (Discuss basis of data)

Typed Name & Signature (Initiator/Preparer) _____ Date

Reviewing Official _____ Date

Approving Official _____ Date

For Official Use Only
Procurement Sensitive—Source Selection Information

Example # 2

Independent Government Estimate Grass Cutting Services

Requirement: Fort Huger has a total of 238,432 acres of foliage that require mowing, weeding, trimming and mulching according to schedules that vary with the seasons. These areas are, for the most part, not contiguous. Although travel time between these non-contiguous areas would be a factor, it would vary depending on the technical approach. The pricing methodology used takes the most efficient set of transit and preparation times into account. These services have been procured using NAICS code 561730, Landscaping Services.

Basis of Estimate: This Independent Government Estimate is based on the award prices on the previous contract, W9118Q-06-D-4833, issued 25 September 2006. The total price of that contract was \$13,789,322.47 for a base year and three (3) option years. The contract was procured on a competitive negotiated basis, and the price was determined fair and reasonable based on adequate price competition as well as technical evaluation that included staffing and technical approach. Inasmuch as award was made to the lowest price, and the contractor has adequately performed all requirements, its staffing was determined optimal, to include task times and transit/preparation time. Adequate competition is also anticipated for this requirement. Based on the Contract Line Item Number (CLIN) structure of the contract, the firm fixed prices were as follows:

Base Year	25 Sep 06 – 24 Sep 07	\$3,366,947.96
1 st Option Year	25 Sep 07 – 24 Sep 08	\$3,419,977.39
2 nd Option Year	25 Sep 08 – 24 Sep 09	\$3,473,842.03
3 rd Option Year	25 Sep 09 – 24 Sep 10	\$3,528,555.07
TOTAL		\$13,789,322.45

Escalation was applied to Exempt labor, equipment and supplies at 3% per annum. Based on proposed staffing, Exempt labor was estimated to be 5% of total labor, which was estimated to be 65% of the contract cost. Therefore, $[(0.65 \times 0.05) + 0.65] = 68.25\%$ of total price would have been escalated 3% each year. This matches the escalation applied, which approximated 2.0475% per annum.

This contract will be for a base and four option years. Anticipated award date is 25 September 2010. The requirements of the PWS have remained essentially unchanged in the interim. Therefore, the assumption is that prices obtained through competition will still be valid without adjustment, except for proper escalation into future years. Price escalation factors for the option years are listed in the table below and are based on projections of compound Army Inflation Indices (O&MA) contained in the *2010 Army Inflation Indices*, factored at 68.25%. Projections are for FY 11 through FY 15 from FY 10.

Contract Period	Start & End Dates	Esc Factor	Period Price
Base Year	25 Sep 10 – 24 Sep 11	0%	\$3,528,555.07
1 st Option Year	25 Sep 11 – 24 Sep 12	1.1%	\$3,567,369.18
2 nd Option Year	25 Sep 12 – 24 Sep 13	1.2%	\$3,610,177.61
3 rd Option Year	25 Sep 13 – 24 Sep 14	1.2%	\$3,653,499.74
3 rd Option Year	25 Sep 14 – 24 Sep 15	1.2%	\$3,741,709.84
TOTAL			\$18,101,311.44

Agency Office Symbol

SUBJECT: LOJ for Modification to Contract # _____

7. Statement of when funds will be available to implement the change(s) (if applicable):

8. The point of contact reference this action is @.

First O-6 or Civilian Equivalent
SIGNATURE BLOCK

The following checklists have been developed by MICC Fort Polk to assist you when developing your requirement package and preparing your purchase requests. **IT IS STRONGLY RECOMMENDED THAT YOU BEGIN THE PROCESS BY REQUESTING A MEETING WITH MICC – FORT POLK TO DISCUSS YOUR REQUIREMENTS IN ORDER TO ENSURE THAT YOU UNDERSTAND WHAT IS SPECIFICALLY NEEDED.** The checklists will ensure that we receive information necessary to purchase what you need, or coordinate the service you require in a timely manner. Your assistance in providing this information will expedite the procurement process, and will alleviate unnecessary communication requesting further information. For purchase timeline planning, refer to the Procurement Action Lead Time (PALT) chart. An annotation of I/A next to a specific item indicates “If Applicable”. A MICC Fort Polk Contracting Officer will assist you in determining if the item is required.

ARP CHECKLIST # 1

Acquisition Requirement Package for Supplies includes the following

Supplies	
	Purchase Request (PR) created in GFEBs. If the item description is significantly lengthy, submit a detailed line item description in a word document and attach with the PR in GFEBs. This includes drawings, attachments, SOPs and workload history if applicable.
	Cite the Purchase Authority. This is normally entered in the PR Header Text Field. This will be populated on the KO notes. Enter the Modified Table of Organization and Equipment (MTOE), Table of Distribution and Allowances (TDA), or Common Table of Allowances (CTA) that authorizes the purchase. Include the paragraph or table number, and the line item number (LIN). Do not enter "AR 710-2". Note: Equipment and supplies must be authorized AND approved. Other authorizations may include Army Regulation, DA PAM, or Mission Needs Statement/Operational Needs Statement.
	Required delivery date (latest possible acceptable date to meet operational requirements), and delivery instructions (delivery location or customer pick-up indicated) <i>or</i> Period of Performance. <i>NOTE: All efforts will be made to meet your required date(s). However, be advised that MICC Fort Polk has no control over contractor availability. Refer to estimated PALT timelines on page 55.</i>
<input type="checkbox"/>	PR Priority. Enter a priority (03-13) for requisition package. 03 = Emergency, 06 = Urgent, 13 = Routine. (Typical Coding is 13. Extenuating circumstances may dictate the use of a higher priority.)
	Provide North American Industrial Classification System (NAICS) and Federal Supply Classes (FSC) codes.
	Payment Details: Name & contact information for individual executing Receiving Report in WAWF including an ALTERNATE. PRs without DODAACs will not be processed!
	Specials Instructions for purchase.
	Complete and valid Line of Accounting (LOA) certified by the Resource Manager. Special funding considerations or situations; Incremental Funding and Subject to Availability to Funds must be noted.
	Requesting Office’s Government Employee, End User and/or Technical personnel and Resource Manager budget analyst - Point of Contact Information (Name, phone number, & e-mail address) Both a Primary and Alternate Point of Contact. This person is responsible for reviewing quotes for meeting the requirement and answer questions. This is normally entered in the PR Header Text Field.

Supplies	
<input type="checkbox"/>	Market Research - Suggested source of supply (including address, telephone number and point of contact). Customer may provide (3) informational quotes from Small Businesses (preferable). Communicate any special market conditions governing this item such as quality, availability or other concerns. For more complex buys refer to the Market Research Report Template within this handbook.
I/A <input type="checkbox"/>	If the item has an NSN; Memorandum from Unit Supply representative stating that the supply item 1) is not available through the Federal Supply System 2) justification of why available and similar items in the Federal Supply System do not meet unit requirements or 3) explanation that the required lead time for ordering from the Federal Supply System does not support mission requirements. The memorandum can address any individual item identified above or consist of a combination. In addition the appropriate Acquisition Advice Code authorizing local purchase will be included on the memorandum.
<input type="checkbox"/>	Independent Government Cost Estimate (IGCE). Government's estimates of the resources and the costs of those resources a prudent Contractor will incur to provide the goods and/or services. This will be provided as an attachment.
<input type="checkbox"/>	Statement of Work (SOW) that shall state specifications or other description that reasonably describes the general scope, nature, complexity, and purposes of the supplies / equipment / material to be procured. Consideration must be given to supply items that require installation and or assembly. Complete generic description to include the minimum critical features the equipment / materiel must contain to meet your requirement and a copy of the drawing, if applicable. Copy of catalog page, drawing or photo if possible. Complete description of end item application/next higher assembly (NHA). Include manufacturer, model, serial number and description of NHA for all items which must fit existing equipment. The format for this information should be in 1997-2003 Microsoft Word document. If you have a more current version of Microsoft Office you must save your document in the 1997-2003 formats. <i>*For Brand Name or Equal, provide the manufacturer's name. The salient characteristics of the required item. Common name and part number (vendor part numbers may be cited, however, <u>always include</u> manufacturer's data). Include a complete address of manufacturer and suggested source if different from manufacturer. Provide small business source of supply, if available, along with their part number(s), availability, and point of contact and telephone number.</i> Any additional purchase description with consideration given to maintenance, spare parts, training, environmental, safety, vehicle, and/or other requirements.
I/A <input type="checkbox"/>	In situations where lease or rental is being considered for periods longer than 60 days, the requiring activity must prepare and provide the contracting officer with the justification supporting the decision to lease or purchase.
I/A <input type="checkbox"/>	Certification for the use of Non – DoD contracts. Certification is required on an order placed against a Non –DoD Contract holder (GSA) in order to acquire supplies or services with an estimated dollar value in excess of \$150K. This form must be signed by the first O-6 or equivalent in the chain of command and the fund certifying official.
I/A <input type="checkbox"/>	Adequate sole source justification. Must coordinate in advance with MICC Fort Polk if you think you have such a request.
I/A <input type="checkbox"/>	Brand Name Limited Source Justification. (Can only accept a specific manufacturer's product to meet your requirement). Must coordinate with MICC Fort Polk if you think you have such a request.
I/A <input type="checkbox"/>	If Supplies are valued in excess of \$150,000, include Anti-Terrorism and Operations Security Coversheet reviewed and signed by Anti-Terrorism Officer and Operations Security Officer.

CHECKLIST # 2

Acquisition Requirement Package for Services (Repair) include the following

Repair of Equipment	
	Purchase Request (PR) created in GFEBs. If the item description is significantly lengthy, submit a detailed line item description in a word document and attach with the PR in GFEBs. This includes drawings, attachments, SOPs and workload history if applicable.
	Cite the Purchase Authority. This is normally entered in the PR Header Text Field. This will be populated on the KO notes. Enter the Modified Table of Organization and Equipment (MTOE), Table of Distribution and Allowances (TDA), or Common Table of Allowances (CTA) that authorized the equipment. Other authorizations may include Army Regulation, DA PAM.
	Required delivery date (latest possible acceptable date to meet operational requirements), and delivery instructions (delivery location or customer pick-up indicated) <i>or</i> Period of Performance. <i>NOTE: All efforts will be made to meet your required date(s). However, be advised that MICC Fort Polk has no control over contractor availability. Refer to estimated PALT timelines on page 55.</i>
	PR Priority. Enter a priority (03-13) for requisition package. 03 = Emergency, 06 = Urgent, 13 = Routine. (Typical Coding is 13. Extenuating circumstances may dictate the use of a higher priority.)
	Provide North American Industrial Classification System (NAICS) and Federal Supply Classes (FSC) codes.
	Payment Details: Name & contact information for individual executing Receiving Report in WAWF including an ALTERNATE. PRs without DODAACs will not be processed!
	Specials Instructions for purchase.
	Complete and valid Line of Accounting (LOA) certified by the Resource Manager. Special funding considerations or situations; Incremental Funding and Subject to Availability to Funds must be noted.
<input type="checkbox"/>	Requesting Office's Government Employee, End User and/or Technical personnel and Resource Manager budget analyst - Point of Contact Information (Name, phone number, & e-mail address) Both a Primary and Alternate Point of Contact. This person is responsible for reviewing quotes for meeting the requirement and answer questions. This is normally entered in the PR Header Text Field.
<input type="checkbox"/>	Service Contract Approval. If service is not approved prior to submitting PR, the PR's comments must state the status of the Service Contract Approval. <i>*The Requiring Activity / Resource Manager are responsible for requesting approval and follows up for status.</i>
<input type="checkbox"/>	Market Research - Suggested source of supply (including address, telephone number and point of contact). Customer may provide (3) informational quotes from Small Businesses (preferable). Communicate any special market conditions governing this item such as quality, availability or other concerns. For more complex buys refer to the Market Research Report Template within this handbook.
<input type="checkbox"/>	Independent Government Cost Estimate (IGCE). Government's estimates of the resources and the costs of those resources a prudent Contractor will incur to provide the goods and/or services. This is provided as an attachment.
<input type="checkbox"/>	Quality Assurance Surveillance Plan (QASP). A QASP is required for Services valued over \$150K.

Repair of Equipment

	Statement of Work (SOW), which shall state specifications, or other description that reasonably describes the general scope, nature, complexity, and purposes of the services and/or equipment to be procured under the contract. It should provide answers to five basic questions: what, when, where, how many, and to what standard. Identify if on site functional performance inspection/test is required. This is normally provided as an attachment. The format for this information should be in 1997-2003 Microsoft Word document. If you have a more current version of Microsoft Office you must save your document in the 1997-2003 formats.
<input type="checkbox"/>	<p>PWS Reviewed by:</p> <p>___ G2 Security & Intel Office (FORSCOM) Bldg 350 DD 254 if Required</p> <p>___ DPTMS Security & Intel (IMCOM) Bldg 350 DD 254 if Required</p> <p>___ DPTMS AT/FP OPSEC (ALL) Bldg 350 FP Form 380 AT/OPSEC Coversheet</p> <p>___ Safety Office Bldg 4529, Louisiana Ave.</p> <p>___ DPW-Environmental Office Bldg 2516, 23rd St.</p>
	<p>Indicate whether the work is to be completed at the activity location.</p> <ul style="list-style-type: none"> • If <u>yes</u>, provide location of equipment (address, bldg #, floor, room #, etc). • If <u>no</u>, indicate if activity will deliver and pick-up equipment at contractor's place of business or if you want the contractor to pick-up and deliver. <p><i>NOTE: It is the activity's responsibility to ensure all security arrangements are made for the contractor's access to Fort Polk.</i></p>
	Description of the specific problem ("Does not work" is not sufficient). Be specific as to what function the equipment will not perform or type of maintenance required and at what time periods. (Monthly, Qtrly, Yearly, etc...)
	Inspection Requirement (If applicable)
	Any additional purchase description with consideration given to maintenance, spare parts, training, environmental, safety, vehicle, and/or other requirements.
	Manufacturer of item to be repaired / maintained. Indicate model number, part number and serial number for each piece of equipment to be repaired / maintained.
I/A <input type="checkbox"/>	<p>Indicate any specifications that the repair has to be in accordance with (e.g. MIL-SPEC, FED-SPEC, technical manuals or drawings, etc.)</p> <p><i>NOTE: Please ensure this repair is not covered on an existing warranty or maintenance agreement prior to submitting to MICC Fort Polk for purchase action.</i></p>
I/A <input type="checkbox"/>	Site visit agenda and a Point of Contact (POC) if required. Include POC name, phone number, and e-mail address.
<input type="checkbox"/>	Contracting Officer's Representative nomination. COR nominations are initiated through Virtual Contracting Enterprise – Contracting Officer Representative located at https://arc.army.mil/COR/ . (Applicable for all Services >\$150K. If <\$150K the Contracting Officer will determine if a COR is required.)
<input type="checkbox"/>	Federal Equivalent Hire Job Title / Occupational Code and rate of pay if service was performed by a DA Civilian employee.
I/A <input type="checkbox"/>	Adequate sole source justification. Must coordinate in advance with MICC Fort Polk if you think you have such a request.
I/A <input type="checkbox"/>	Brand Name Limited Source Justification. (Can only accept a specific manufacturer's product to meet your requirement). Must coordinate with MICC Fort Polk if you think you have such a request.

CHECKLIST # 3

Acquisition Requirement Package for Services include the following

Services	
	Purchase Request (PR) created in GFEBs. If the item description is significantly lengthy, submit a detailed line item description in a word document and attach with the PR in GFEBs. This includes drawings, attachments, SOPs and workload history if applicable.
	Cite the Purchase Authority. This is normally entered in the PR Header Text Field. This will be populated on the KO notes. (Army Regulation (AR), DA PAM, MNS/ONS etc. Please be specific.)
	Required Period of Performance. Address whether services are Recurring or Non-Recurring. MICC Fort Polk will determine the number of option years suitable based on the requirement and that will not obligate the activity beyond the base year. Purchase Request (PR) Contract Line Items (CLINS) must be included on the PR submitted by the requiring activity. <i>NOTE: All efforts will be made to meet your required date(s). However, be advised that MICC Fort Polk has no control over contractor availability. Refer to estimated PALT timelines on page 55.</i>
	PR Priority. Enter a priority (03-13) for requisition package. 03 = Emergency, 06 = Urgent, 13 = Routine. (Typical Coding is 13. Extenuating circumstances may dictate the use of a higher priority.)
<input type="checkbox"/>	Provide North American Industrial Classification System (NAICS) and the Product Service Code (PSC) in the Federal Supply Classes (FSC) code field. GFEBs does not currently distinguish between PSC and FSC. For a Service you should be entering an alpha numeric combination. (For Supplies it is numeric only.)
	Payment Details: Name & contact information for individual executing Receiving Report in WAWF including an ALTERNATE. PRs without DODAACs will not be processed.
	Specials Instructions for purchase. Any additional purchase description with consideration given to maintenance, spare parts, training, environmental, safety, vehicle, and/or other requirements.
	Complete and valid Line of Accounting (LOA) certified by the Resource Manager. Special funding considerations or situations; Incremental Funding and Subject to Availability to Funds must be noted.
	Requesting Office's Government Employee, End User and/or Technical personnel and Resource Manager budget analyst - Point of Contact Information (Name, phone number, & e-mail address) Both a Primary and Alternate Point of Contact. This person is responsible for reviewing quotes for meeting the requirement and answer questions. This is normally entered in the PR Header Text Field.
<input type="checkbox"/>	Service Contract Approval. If service is not approved prior to submitting PR, the PR's comments must state the status of the Service Contract Approval. <i>*The Requiring Activity / Resource Manager are responsible for requesting approval and follows up for status.</i>
<input type="checkbox"/>	Market Research - Suggested source of supply (including address, telephone number and point of contact). Customer may provide (3) informational quotes from Small Businesses (preferable). Communicate any special market conditions governing this item such as quality, availability or other concerns. For more complex buys refer to the Market Research Report Template within this handbook.

Services	
<input type="checkbox"/>	Quality Assurance Surveillance Plan (QASP). A QASP is required for Services valued over \$150K.
<input type="checkbox"/>	Performance Requirements Summary (PRS). Measurable performance standards (i.e., in terms of quality, timeliness, quantity, etc.) and the method of assessing contractor performance against performance standards. Include in the PWS.
<input type="checkbox"/>	Independent Government Cost Estimate (IGCE). Government's estimates of the resources and the costs of those resources a prudent Contractor will incur to provide the goods and/or services. This is provided as an attachment.
<input type="checkbox"/>	<p>A Performance Work Statement (PWS), which shall state specifications, or other description that reasonably describes the general scope, nature, complexity, and purpose of the service. This is normally provided as an attachment. SEE PWS TEMPLATE IN HANDBOOK. The format for this information should be in 1997-2003 Microsoft Word document. If you have a more current version of Microsoft Office you must save your document in the 1997-2003 formats.</p> <p>PWS Reviewed by:</p> <p>___ G2 Security & Intel Office (FORSCOM) Bldg 350 DD 254 if Required</p> <p>___ DPTMS Security & Intel (IMCOM) Bldg 350 DD 254 if Required</p> <p>___ DPTMS AT/FP OPSEC (ALL) Bldg 350 FP Form 380 AT/OPSEC Coversheet</p> <p>___ Safety Office Bldg 4529, Louisiana Ave.</p> <p>___ DPW-Environmental Office Bldg 2516, 23rd St.</p>
	<p>Indicate whether the service is to be performed at the activity location.</p> <ul style="list-style-type: none"> • If <u>yes</u>, provide location of service performance (address, bldg #, floor, room #, etc.). • If <u>no</u>, indicate the place of performance. <p><i>NOTE: It is the activity's responsibility to ensure all security arrangements are made for the contractor's access to the location the service is to be performed.</i></p>
	Government Furnished Property (GFP)/Equipment (GFE)/Facilities (GFF)/Vehicles (GFV)/Materials (GFM)/Services (GFS) as applicable – List must be cost estimated, reviewed and approved by the appropriate command. List may need to include what items may be repaired and/or replaced at Government expense.
I/A <input type="checkbox"/>	Site visit agenda and a Point of Contact (POC) if required. Include POC name, phone number, and e-mail address.
<input type="checkbox"/>	Contracting Officer's Representative nomination. COR nominations are initiated through Virtual Contracting Enterprise – Contracting Officer Representative located at https://arc.army.mil/COR/ . (Applicable for all Services >\$150K. If <\$150K the Contracting Officer will determine if a COR is required.) Include their Point of Contact Information (Name, phone number, & e-mail address).
<input type="checkbox"/>	Federal Equivalent Hire - Job Title / Occupational Code and rate of pay if service was performed by a DA Civilian employee.
I/A <input type="checkbox"/>	Adequate sole source justification. Must coordinate in advance with MICC Fort Polk if you think you have such a request.
I/A <input type="checkbox"/>	Brand Name Limited Source Justification. (Can only accept a specific manufacturer's product to meet your requirement). Must coordinate with MICC Fort Polk if you think you have such a request.

CHECKLIST # 4

Acquisition Requirement Package for Construction include the following

Construction	
	Purchase Request (PR) created in GFEBs. If the item description is significantly lengthy, submit a detailed line item description in a word document and attach with the PR in GFEBs. This includes drawings, attachments, SOPs and workload history if applicable.
	Required Period of Performance. Address whether services are Recurring or Non-Recurring. MICC Fort Polk will determine the number of option years suitable based on the requirement and that will not obligate the activity beyond the base year. Purchase Request (PR) Contract Line Items (CLINS) must be included on the PR submitted by the requiring activity. <i>NOTE: All efforts will be made to meet your required date(s). However, be advised that MICC Fort Polk has no control over contractor availability. Refer to estimated PALT timelines on page 55.</i>
	PR Priority. Enter a priority (03-13) for requisition package. 03 = Emergency, 06 = Urgent, 13 = Routine. (Typical Coding is 13. Extenuating circumstances may dictate the use of a higher priority.)
	Provide North American Industrial Classification System (NAICS) and the Product Service Code (PSC) in the Federal Supply Classes (FSC) code field. GFEBs does not currently distinguish between PSC and FSC. For a Service you should be entering an alpha numeric combination. (For Supplies it is numeric only.)
<input type="checkbox"/>	Payment Details: Name & contact information for individual executing Receiving Report in WAWF including an ALTERNATE. PRs without DODAACs will not be processed.
	Specials Instructions for purchase. Any additional purchase description with consideration given to maintenance, spare parts, training, environmental, safety, vehicle, and/or other requirements.
	Complete and valid Line of Accounting (LOA) certified by the Resource Manager. Special funding considerations or situations; Incremental Funding and Subject to Availability to Funds must be noted.
	Requesting Office's Government Employee, End User and/or Technical personnel and Resource Manager budget analyst - Point of Contact Information (Name, phone number, & e-mail address) Both a Primary and Alternate Point of Contact. This person is responsible for reviewing quotes for meeting the requirement and answer questions. This is normally entered in the PR Header Text Field.
I/A <input type="checkbox"/>	If the Requiring Activity is other than DPW then a DA 4283 approved by the Directorate of Public Works (Engineering Division) must be provided with the Acquisition Requirement Package.
<input type="checkbox"/>	Market Research – Specific details and requirements will be coordinated with MICC Fort Polk.
I/A <input type="checkbox"/>	Independent Government Cost Estimate (IGCE). Government's estimates of the resources and the costs of those resources a prudent Contractor will incur to provide the goods and/or services. This is provided as an attachment.
<input type="checkbox"/>	Statement of Work (SOW) OR Scope of Work, which shall state specifications , or other description that reasonably describes the general scope, nature, complexity, and purposes of the construction project and/or equipment to be procured under the contract. It should provide answers to five basic questions: what, when, where, how many, and how well.

Construction	
<input type="checkbox"/>	<p>Indicate whether the service is to be performed at the activity location.</p> <ul style="list-style-type: none"> • If <u>yes</u>, provide location of service performance (address, bldg #, floor, room #, etc.). • If <u>no</u>, indicate the place of performance. <p><i>NOTE: It is the activity's responsibility to ensure all security arrangements are made for the contractor's access to the location the service is to be performed.</i></p>
<input type="checkbox"/>	Approved Construction Permit
<input type="checkbox"/>	Approved Request for Environmental Consideration (REC) To include asbestos Survey from DPW Environmental Division. (*Note- If survey identifies asbestos, the SOW must have Section 2050A to address the removal of any asbestos encountered during the work)
<input type="checkbox"/>	Construction Inspector - Point of Contact Information (Name, phone number, & e-mail address) Both a Primary and Alternate Point of Contact.
<input type="checkbox"/>	Engineer - Point of Contact Information (Name, phone number, & e-mail address) Both a Primary and Alternate Point of Contact.
<input type="checkbox"/>	Drawings, Blue Prints and or Maps
<input type="checkbox"/>	Liquidated Damages – Coordinate in advance with the MICC Fort Polk Small Purchase and Construction Division in order to determine if this is required. <i>*Engineer input and assistance is mandatory.</i>
I/A <input type="checkbox"/>	A memorandum that justifies the use of the Warranty of Construction clause. Coordinate in advance with the MICC Fort Polk Small Purchase and Construction Division in order to determine if this is required.
I/A <input type="checkbox"/>	Government Furnished Property (GFP)/Equipment (GFE)/Facilities (GFF)/Materials (GFM)/Services (GFS) as applicable – List must be cost estimated, reviewed and approved by the appropriate command.
I/A <input type="checkbox"/>	Site visit agenda and a Point of Contact (POC) if required. Include POC name, phone number, and e-mail address.
I/A <input type="checkbox"/>	<p>Evidence of Review & Approval from :</p> <ul style="list-style-type: none"> ___ DPW, Engineering Division Bldg 350 ___ Safety Office Bldg 4529, Louisiana Ave. ___ DPW-Environmental Division Bldg 2516, 23rd St. ___ DES-Physical Security and Fire Inspector ___ DPTMS AT/FP OPSEC Bldg 350 FP Form 380 AT/OPSEC Coversheet Prepared ___ Other departments as required. Utility review may require coordination with contractors responsible for electric, gas, and water service operations.

CHECKLIST # 5

Requirements for Exercising Options

Exercise of Option	
<input type="checkbox"/>	Memorandum stating the desire to exercise an option.
	Purchase Request (PR) created in GFEBs if applicable. Coordinate in advance with MICC Fort Polk to determine specific documentation required.
<input type="checkbox"/>	Complete and valid Line of Accounting (LOA) certified by the Resource Manager. Special funding considerations or situations; Incremental Funding and Subject to Availability to Funds must be noted.
<input type="checkbox"/>	Market Research – The Requiring Activity must validate that Option Year Pricing is still current, competitive and reasonable in order to verify that exercising the option is in the best interest of the Government.
<input type="checkbox"/>	Service Contract Approval. If service is not approved prior to submitting PR, the PR’s comments must state the status of the Service Contract Approval. <i>*The Requiring Activity / Resource Manager are responsible for requesting approval and follows up for status.</i>
<input type="checkbox"/>	Provide any changes to Contracting Officer Representatives or other relevant POC’s.
<input type="checkbox"/>	Requiring Activity must provide updates to the DD 254 if changes have occurred.