

# Contingency Contracting

## Critical Checklists



**Essential Tools, Information, and Training to Meet  
Contingency Contracting Needs for the 21<sup>st</sup> Century**

An online version of this handbook and its attached DVD  
can be found at <http://www.acq.osd.mil/dpap/ccap/cc/jcchb/>.

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**Blanket Purchase Agreement (BPA) Checklist**

<b>Item Number</b>	<b>Reference: FAR 13.303, BPAs/16.7 Agreements</b>	<b>Applicable and Present</b>
1	Does it meet the circumstances noted in FAR 13.303-2?	
2	Is it prepared in accordance with FAR 13.303-2?	
3	Are the proper clauses incorporated into the BPA (e.g., services, commodities)?	
4	Is there a statement that the government is obligated only to the extent of authorized purchases made under the BPA (FAR 13.303-3)?	
5	Is there a statement that specifies the dollar limitations for each individual purchase under the BPA (FAR 13.303-3)?	
6	Are the individuals identified who are authorized to purchase under the BPA (FAR 13.303-3)?	
7	Have you given customer training on ordering procedures and the use of delivery tickets?	
8	Did you give a letter to the contractor that specifies who is authorized to place calls on the BPA and explain how that process works?	
9	Before placing a call on an authorized procurement request, did you ensure that funds are available?	
10	Are you regularly (monthly) reconciling orders and invoices with the using organization?	
11	Are you conducting annual inspections on BPA files?	



### Construction Contract Checklist

Item Number	<b>Note: Procedures may differ based on the area of responsibility (AOR). Contact responsible component office of primary responsibility (OPR) for command-specific procedures.</b>	Applicable and Present
<b>Pre-Award Documents</b>		
1	Are there a certified purchase request and an independent government cost estimate, required if exceeding the SAT (FAR 36.203 and DFARS PGI 236.203)?	
2	Is the project for minor construction? O&M may fund unspecified minor construction up to \$750,000 (10 U.S.C. Section 2805)?	
3	Have CE and contracting reviewed the project and determined whether a standalone construction contract or an ID/IQ contract (e.g., for roofing, asbestos removal, paving) is most appropriate?	
4	Does the requirements package include a SOW, specifications, drawings, performance period, and liquidated damages?	
5	Are a source list and market research results included?	
6	If other than a full and open competition, are the appropriate justification, approval, and related correspondence included?	
7	Did the solicitations state the magnitude of the construction project, that is, the requirement in terms of physical characteristics and estimated price range (FAR 36.204 and DFARS 236.204)?	
8	Were competitive proposals used to allow for discussions (FAR 6.401(b)(2)?	

9	Are the appropriate approvals and determinations and findings included (e.g., liquidated damages, Buy American Act, construction materials exception) (FAR 11.501 and FAR 25.202)?	
10	Are the invitation for bid, request for proposal, and amendments (as appropriate) included in the file?	
11	Are a pre-bid, prenegotiation conference and site visit required and documented?	
12	Were late bids and proposals handled appropriately (FAR 14.304 and FAR 15.208)?	
13	Are unsuccessful bids and proposals and related correspondence filed?	
14	<p>Are the proper FAR construction clauses included in the solicitation?</p> <p>52.236-2, Differing Site Conditions</p> <p>52.236-3, Site Investigation and Conditions Affecting the Work</p> <p>52.236-5, Material and Workmanship</p> <p>52.236-6, Superintendence by the Contractor</p> <p>52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements</p> <p>52.236-11, Use and Possession Prior to Completion</p> <p>52.246-12, Inspection of Construction</p>	



15	<p>Are the following DFARS construction clauses included in the solicitation?</p> <p>252.236-7000 Modification Proposals—Price Breakdown</p> <p>252.236-7001 Contract Drawings and Specifications</p> <p>252.236-7002 Obstruction of Navigable Waterways</p> <p>252.236-7003 Payment for Mobilization and Preparatory Work</p> <p>252.236-7004 Payment for Mobilization and Demobilization</p> <p>252.236-7005 Airfield Safety Precautions</p> <p>252.236-7006 Cost Limitation</p> <p>252.236-7007 Additive or Deductive Items</p> <p>252.236-7008 Contract Prices—Bidding Schedules</p> <p>252.236-7009 Option for Supervision and Inspection Services</p> <p>252.236-7010 Overseas Military Construction—Preference for United States Firms</p> <p>252.236-7011 Overseas Architect-Engineer Services—Restriction to United States Firms</p> <p>252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers</p>	
16	<p>Are the contractor's proposal and revisions, representations and certifications (RFP Section K), and correspondence filed?</p>	
17	<p>Was an evaluation of transportation cost factors completed (DD Form 1654)?</p>	
18	<p>Was a price negotiation memorandum or price competition memorandum completed?</p>	
19	<p>Was a legal review obtained if the price exceeded the simplified acquisition threshold?</p>	

20	Did the appropriate approval authority review the solicitation reviewed?	
<b>Award Documents (Contract and Modifications)</b>		
21	Were appropriate performance and payment bonds and waivers (and alternative payment protections for construction contracts) accomplished?	
22	Did the appropriate approval authority review the contract?	
23	Was the contractor informed not to start work until a notice to proceed was issued? Was a notice to proceed issued?	
24	Was SF 1442 (or Optional Form 347 under the SAT) used, properly executed, and distributed for construction contracts?	
25	Was the appropriate automated system documentation completed (e.g., SPS, FPDS-NG)?	
26	Were letters sent to unsuccessful bidders or offerors?	
27	Are copies of the contract and contract modifications included in the file?	
<b>Post-Award Documents</b>		
28	Are the contract bonds (payment and performance bonds, consent of surety/contract bond) completed (FAR Subpart 28.1)?	
29	Was a post-award orientation conference or preperformance construction conference held?	
<b>Contract Administration</b>		
30	Did the contractor submit a progress schedule and progress reports?	

31	Before progress payments are made, are invoices compared with the progress reports separately submitted by both the contractor and the contracting officer's technical representative? Are copies of payment vouchers included in the file?	
32	Are the drawings, specifications, statement of work, and material approval submittals on file?	
33	Did the CCO evaluate contractor performance and prepare a performance report for each construction contract of \$550,000 or more (or more than \$10,000 if the contract was terminated for default) (FAR Subpart 42.15)?	
34	Was a list of punch list discrepancies provided and resolved before final inspection and acceptance?	
35	Does the file include final inspection and acceptance documentation from the requiring activity?	
36	Did the contractor submit and sign a release of claims after contract completion?	
37	Was a contract completion statement completed (DD Form 1594)?	



### Contract Administration Checklist

Item Number	Note: Procedures may differ based on the area of responsibility (AOR). Contact responsible component office of primary responsibility (OPR) for command-specific procedures.	Applicable and Present
1	Is the contract file organized in a logical standard format (FAR 4.803)?	
1a	<p><b>Table 15-1—Uniform Contract Format (FAR 15.204-1)</b></p> <p>Section, Title</p> <p><b>Part I—The Schedule</b></p> <p>Section A, Solicitation/contract form</p> <p>Section B, Supplies or services and prices/costs</p> <p>Section C, Description/specifications/statement of work</p> <p>Section D, Packaging and marking</p> <p>Section E, Inspection and acceptance</p> <p>Section F, Deliveries or performance</p> <p>Section G, Contract administration data</p> <p>Section H, Special contract requirements</p> <p><b>Part II—Contract Clauses</b></p> <p>Section I, Contract clauses</p> <p><b>Part III—List of Documents, Exhibits, and Other Attachments</b></p> <p>Section J, List of attachments</p> <p><b>Part IV—Representations and Instructions</b></p> <p>Section K, Representations, certifications, and other statements of offerors or respondents</p> <p>Section L, Instructions, conditions, and notices to offerors or respondents</p> <p>Section M, Evaluation factors for award</p>	
2	Were post-award notices provided within 3 days after award to offerors included in the competitive range (FAR 14.409)?	

3	Were offerors debriefed after contract award and within 5 days after the contracting office received a request for debriefing (FAR 15.506)?	
4	Does the contract file contain (1) all documents required to organize and sufficiently document the actions taken and (2) the supporting rationale for the entire procurement process (FAR 4.803)?	
4a	<ul style="list-style-type: none"> <li>• Purchase request, acquisition planning information, and other presolicitation documents</li> <li>• Justifications and approvals, determinations and findings, price negotiation memorandums, and supporting documents</li> <li>• Evidence of availability of funds</li> <li>• List of sources solicited</li> <li>• Independent government estimate</li> <li>• Copy of the solicitation and all amendments</li> <li>• Copy of each offer or quotation and related abstracts and records of determinations concerning late offers or quotations</li> </ul>	
4b	<ul style="list-style-type: none"> <li>• Source selection documentation</li> <li>• Cost and pricing data and certificates of current cost or pricing data</li> <li>• Packing, packaging, and transportation data</li> <li>• Justification for type of contract</li> <li>• Required approvals of award and evidence of legal review</li> <li>• Notice of award</li> </ul>	

4c	<ul style="list-style-type: none"> <li>• Original of the signed contract, all contract modifications, and documents supporting modifications</li> <li>• Notice to unsuccessful bidders or offerors and a record of any debriefing</li> <li>• Post-award conference records</li> <li>• Orders issued under the contract</li> <li>• Quality assurance records</li> <li>• Bills, invoices, vouchers, and supporting documents</li> <li>• Record of payments or receipts</li> <li>• Receiving documentation</li> </ul>	
5	Is an effective COR program in place (DFARS 201.602-2)?	
5a	Do CORs understand that their role in the contracting process is to ensure that the government receives and accepts only products that fully conform to contract requirements?	
5b	Are CORs appointed in writing, including rank or grade and the applicable contract number? Does the appointment letter include defined scope and limitations of the COR's responsibility, period of performance for which the appointment is effective, and a statement that the COR may be personally liable for unauthorized commitments?	
5c	<p>Do CORs understand the scope of their duties (DFARS 201.602-2)?</p> <ul style="list-style-type: none"> <li>• Monitor contractor performance in accordance with the terms and conditions of the contract and notify the CCO about performance</li> <li>• Perform inspections</li> <li>• Verify corrected deficiencies</li> <li>• Perform government acceptance (in accordance with contractual requirements)</li> <li>• Liaison with the CCO and the contractor</li> <li>• Submit performance reports</li> </ul>	

5d	<p>Are COR files properly documented with the appropriate documents?</p> <ul style="list-style-type: none"> <li>• Copy of the commander's nomination letter</li> <li>• Copy of the appointment letter from the CCO</li> <li>• Copy of the quality assurance surveillance plan</li> <li>• Any correspondence from the CCO that amends the letter of appointment</li> <li>• Copy of the contract (or pertinent part of the contract) and all modifications</li> <li>• All correspondence initiated concerning performance of the contract</li> <li>• All correspondence to and from the CCO and the contractor</li> <li>• Documentation pertaining to the COR's acceptance of performance of services, including reports and other data</li> </ul>	
6	If the need arose for changes in the contract, were all policies and procedures followed?	
6a	Were changes in the terms and conditions for commercial items made only by written agreement of the parties (FAR 43.103(a))?	
6b	Were modifications within the general scope of the contract (review SOW)?	
6c	Were funds secured for modifications that increased the contract price (FAR 43.105)?	
6d	<p>Was SF 30 used for specified purposes (FAR 43.301)?</p> <ul style="list-style-type: none"> <li>• Any amendment to a solicitation             <ul style="list-style-type: none"> <li>• Change orders issued under the changes clause of the contract</li> <li>• Any other unilateral contract modification issued under a contract clause authorizing such modification without the consent of the contractor</li> <li>• Supplemental agreements or bilateral modification (FAR 43.103)</li> <li>• Removal, reinstatement, or addition of funds to a contract</li> </ul> </li> </ul>	



7	If a contractor submitted a claim to the CCO, were all policies and procedures followed?	
7a	Were claims submitted, in writing, to the CCO for a decision within 6 years after accrual of a claim?	
7b	Did the CCO issue a written decision on any government claim initiated against a contractor within 6 years after accrual of the claim?	
7c	Did the contractor provide the certification specified when submitting any claim exceeding \$100,000 (FAR 33.207(c)), stating: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the contractor."	
7d	Did the CCO review the claim for accuracy (e.g., math errors, wrong quantities)?	
7e	Did the CCO attempt to negotiate the contractor final price (FAR 33.204)?	
7f	<p>If an agreement could not be met, did the CCO issue a final decision to a contractor's claim? Did the final decision include the appropriate content (FAR 33.211)?</p> <ul style="list-style-type: none"> <li>• Description of the claim or dispute</li> <li>• Reference to the pertinent contract terms</li> <li>• Statement of the factual areas of agreement and disagreement</li> <li>• Statement of the contracting officer's decision, with supporting rationale</li> <li>• Statement informing the contractor of the right to appeal (FAR 33.211)</li> </ul>	

7g	Did the CCO furnish a copy of the decision to the contractor via certified mail (return receipt requested) or by any other method that provides evidence of receipt (FAR 33.211 (b))?	
8	Are contract files that have been closed out and fall under the SAT retained for 1 year? Are all other files being retained as required (FAR 4.703, "Local Policy")?	

### Expedited Contracting Procedures in Contingency Operations

Item Number	<b>Note: Procedures may differ based on the area of responsibility (AOR). Contact responsible component Office of Primary Responsibility (OPR) for command-specific procedures.</b>	Applicable and Present
	The FAR and DFARS provide flexibility to permit expedited contracting actions to satisfy urgent and compelling or emergency requirements that support contingency, humanitarian, or peacekeeping operations. However, such circumstances do not provide blanket waivers of regulatory requirements, nor do they eliminate the need to maintain required controls and documentation.	
	If a policy or procedure (or a particular strategy or practice) is in the best interests of the government, is not specifically addressed in the FAR, and is not prohibited by law (statute or case law), executive order, or other regulation, government members of the acquisition team should not assume that it is prohibited. Rather, an absence of direction should be interpreted as permitting the team to innovate and to use sound business judgment that is otherwise consistent with law and within the limits of the team's authority. Contracting officers should take the lead in encouraging business process innovations and ensuring that business decisions are sound (FAR 1.102-4(e)).	
	When considering the possibility of expediting a contract action, the CCO should review the authorities and tools described below and should refer to FAR Part 18 and DFARS Part 218.	

1	Contractors are not required to be registered in the Central Contractor Registration (CCR) for contracts that are awarded (1) by deployed contracting officers in contingency, humanitarian, or peacekeeping operations or in emergency operations; (2) by contracting officers in emergency operations; (3) for the support of unusual or compelling needs; (4) to foreign vendors for work performed outside the United States; or (5) for micropurchases that do not use electronic funds transfer (EFT) (FAR 4.1102, FAR 26.205, and <a href="http://www.ccr.gov">www.ccr.gov</a> for the Disaster Response Registry).	
2	Exceptions may be made for issuing synopses of proposed contract actions when this approach would delay award and seriously injure the government (FAR 5.202(a)(2)).	
3	Sources may be limited in solicitations to less than full and open competition for urgent and compelling requirements if the government would be seriously injured if it did not limit competition to the maximum extent practicable (FAR 6.302-2, DFARS PGI 206.302(2), and FAR 13.106-1(b)).	
4	Streamlined procedures and a broad range of goods and services may be available under Federal Supply Schedule contracts (FAR Subpart 8.4), multi-agency BPAs (FAR 8.405-3), or multi-agency, indefinite-delivery contracts (FAR 16.505(a)(7)).	
5	Purchase from Federal Prison Industries, Inc. (FPI) is not mandatory, and a waiver is not required if public exigency requires immediate delivery or performance (FAR 8.605(b)).	

6	Notification is not required when changes in Ability One specifications or descriptions are required to meet emergency needs (FAR 8.712(d)).	
7	A determination may be made to suspend the enforcement of qualification requirements when an emergency exists (FAR 9.206-1).	
8	The Defense Priorities and Allocations System (DPAS) was established to facilitate rapid industrial mobilization during a national emergency (FAR Subpart 11.6).	
9	Oral solicitations may be used (FAR 13.106 and FAR 15.203(f)). Note that this option does not relieve the contracting officer from complying with other FAR requirements.	
10	To award letter contracts and other forms of undefinitized contract actions to expedite the start of work, the head of contracting activity (HCA) must determine that no other type of contract is appropriate (FAR 16.603).	
11	Under certain conditions, interagency acquisition under the Economy Act may be used (FAR Subpart 17.5).	
12	Contracts may be awarded to the Small Business Administration on a sole-source or competitive basis for performance by eligible 8(a) firms (FAR Subpart 19.8).	
13	Contracts may be awarded to Historically Underutilized Business Zone (HUBZone) or Service-disabled Veteran-owned small business (SDVOSB) small business concerns on a sole-source basis (FAR 19.1306).	
14	Overtime approvals may be justified retroactively in emergency circumstances (FAR 22.103-4(i)).	

15	Applications of policies and procedures of FAR 25.4, "Trade Agreements," may not apply to acquisition awarded using other than full and open competition (FAR 25.401(a)(5)).	
16	A waiver of the requirement to obtain authorization before use of patented technology may be obtained in circumstances of extreme urgency or national emergency (FAR 27.204-1).	
17	Bid guarantees may be waived (FAR 28.101-1).	
18	Advance payments may be authorized to facilitate the national defense for actions taken under Public Law 85-804 and other conditions (FAR Subpart 50.1 and FAR 32.405).	
19	A no-setoff provision may be appropriate to facilitate the national defense in a national emergency or natural disaster (FAR 32.803(d), "Assignment of Claims").	
20	An exception may be made for providing payment through EFT (FAR 32.1103(e)(1) and DFARS 232.7002(a)(4)).	
21	Protest overrides may be used for urgent requirements when the government will be seriously damaged if the award is delayed (FAR 33.104).	
22	Rental requirements do not apply to Government production and research property that is part of an approved Federal Emergency Management Agency (FEMA) program (FAR 45.301).	
23	Policies and procedures for amending contracts may be used to facilitate the national defense under the extraordinary emergency authority of Public Law 85-804 (FAR 50.103-2(a), (b), and (c)).	

24	An advance Military Interdepartmental Purchase Request (MIPR) may be used (DFARS PGI 208.7004-3).	
25	A written job order for emergency work may be issued to a contractor (if it has previously executed a master agreement) to avoid endangering a vessel or its cargoes or stores—or when military necessity requires such an order (DFARS 217.7103-4, 252.217-7010, and PGI 217.7103-4).	
26	An urgent immediate buy for spare parts should not be delayed (DFARS PGI 217.7506, paragraph 1-105(e)).	
27	Exceptions may be made to prohibition of the storage or disposal of non-DoD-owned toxic or hazardous materials on DoD installations (DFARS 223.7102(a)(3) and 223.7102(a)(7)).	
28	Exceptions may be made to the Berry Amendment requirement for items produced in the United States (DFARS 225.7002-2).	
29	Exemptions may be made to restrictions on foreign contracting with a country subject to economic sanctions administered by the Department of the Treasury, Office of Foreign Assets Control, for buys up to \$15,000 (DFARS 225.701-70).	
30	Exceptions may be made to rights in technical data restrictions for emergency repair or overhaul during urgent or compelling circumstances (DFARS Subparts 227.7102-2, 227.7103-5, 227.7103-13, 227.7104, 227.7203-13, 252.227-7013, 252.227-7014, 252.227-7015, 252.227-7018, and 252.227-7037).	

31	Exception may be made for foreign vendors to submit payment requests in electronic form for awards of work performed outside the United States or for the support of unusual or compelling needs (DFARS 232.7002(a)(2) and 232.7002(a)(5)).	
32	Mortuary services may be obtained in an epidemic or other emergency (DFARS 237.7003(b) and clause 252.237-7003).	
33	The micropurchase threshold may increase to support a contingency operation or to facilitate defense against, or recovery from, a chemical, biological, radiological, or nuclear attack (FAR 2.101 and 13.201 (g)).	
34	The simplified acquisition threshold (SAT) may support a contingency operation or facilitate defense against, or recovery from, a chemical, biological, radiological, or nuclear attack (FAR 2.101), with a limit of \$300,000 inside the United States and \$1 million outside the United States.	
35	SF 44 may be used for higher-dollar purchases to support a contingency operation (FAR 13.306 and DFARS 213.306(a)(1)(B)).	
36	A set-aside for local organizations, firms, and individuals may be used when contracting for major disaster or emergency assistance activities (FAR 6.208 and FAR Subpart 26.2).	
37	The provisions of the Cargo Preference Act of 1954 may be waived in emergency situations (FAR 47.502(c)).	
38	Contracting officer qualification requirements may be waived for DoD employees or members of the armed forces who are in a contingency contracting force (DFARS 201.603-2(2)).	



39	Exceptions may be made to the normal limitations on price ceilings, definitization schedules, and obligation percentages for letter contracts and other forms of undefinitized contract actions (DFARS 217.74)	
40	Exception may be made for DoD-unique identification for items used to support a contingency operation (DFARS 211.274-2(b)).	
41	The governmentwide purchase card may be used for an overseas transaction in support of a contingency operation or training exercises in preparation for an overseas contingency, humanitarian, or peacekeeping operation (DFARS 213.270(c)(3) and 213.270(c)(5)).	
42	The governmentwide commercial purchase card may be used in support of a contingency operation or humanitarian or peacekeeping operation to make a purchase that exceeds the micropurchase threshold, but does not exceed the SAT (DFARS 213.301(3)).	
43	The use of imprest funds and third-party drafts at or below the micropurchase threshold may be authorized in support of a contingency operation or a humanitarian or peacekeeping operation (DFARS 213.305-3(d)(iii)(A)).	
44	The HCA may make determinations in lieu of the head of the agency (FAR Subparts 2.101, 12.102(f), 13.201(g), 13.500(e), and 18.2).	
Note: Additional information is available in the topical index of the DVD and website.		



### Gratuities Checklist

Item Number	<b>Note: Procedures may differ based on the area of responsibility (AOR). Contact responsible component Office of Primary Responsibility (OPR) for command-specific procedures.</b>	Applicable and Present
1	Reference: FAR 3.101-2, "Solicitation and acceptance of gratuities by government personnel"	
2	Use persuasion: Attempt to persuade the contractor not to give the gratuity to the CCO. Explain to the contractor or individual the restrictions that are placed on US procurement officials (e.g., a gratuity violates the Joint Ethics Regulation and gives the impression of violating the principles of competition and fair and impartial evaluation of offers).	
3	Do not offend contractors. If the contractor is offended by the use of persuasion (discussed above), accept the gratuity, but make a mental note of what is given (e.g., cash, gold), when it is given (date and time), where it is given (location), who gave it (name of individual or contractor and any witnesses), and how much (quantity and value of gratuity) for subsequent documentation.	
4	Safeguard the gratuity. Once you accept the gratuity, it must be safeguarded. If necessary, ask finance personnel to put the gratuity in their safe, but be sure to get a receipt if this method is used).	
5	Work with legal personnel. Turn the gratuity over to the Judge Advocate General (JAG) as soon as possible. Obtain some sort of receipt in writing, stating that the item was turned over to them.	

6	Maintain documentation. Write a memorandum for the record, specifying as much information as possible (including all of the information in item 2 above), any legal advice obtained, and approximate value of the item (referring to the example below).	
7	Buy the item. If the CCO wants the item, check with legal personnel about the possibility of buying the item at a reasonable cost.	

MEMORANDUM FOR RECORD

Date \_\_\_\_\_

SUBJECT: Received gratuity from \_\_\_\_\_

1. On \_\_\_\_\_ 201X, \_\_\_\_\_ at approximately \_\_\_\_\_ hours, subject contractor attempted to give me \_\_\_\_\_ as a gratuity. I attempted to not accept this gratuity and explained to the contractor the restrictions placed on US procurement officials, in accordance with the Joint Ethics Regulation (DoD 5500.7-R). In addition, I explained how accepting such a gratuity gives the impression of violating the principles of competition and fair and impartial evaluation of offers (in accordance with FAR Part 6 and FAR 13.104).
  
2. Subject contractor became greatly offended (perhaps expand on cultural issues here). Therefore, I accepted the gift on behalf of the US government and secured it in \_\_\_\_\_ for proper disposition. At \_\_\_\_\_, the value of the gift was ascertained to be approximately \$\_\_\_\_\_ and given to accounting and finance personnel to be placed in their safe. A receipt was obtained for the record (if applicable, refer to attachment).
  
3. Legal advice will be obtained regarding this matter at the earliest possible time. Further questions concerning this unsolicited gratuity should be directed to the undersigned at extension XXX-XXXX.

Contracting Officer  
Attachment  
Receipt from Finance/Legal

### Justification and Approval (J&A) Checklist

Item Number	<b>Note: Procedures may differ based on the area of responsibility (AOR). Contact responsible component Office of Primary Responsibility (OPR) for command-specific procedures.</b>	Applicable and Present
1	Each justification must contain sufficient information to justify the use of the cited exception (FAR 6.303-2(a)). The J&A needs to be a well-composed document that fully justifies the agency action. It is often the critical document subjected to judicial scrutiny in litigation that opposes the agency action.	
2	Does the J&A specifically identify the document as a "justification for other than full and open competition"?	
3	Does the J&A identify the agency and the contracting activity (FAR 6.303-2(b)(1))?	
4	Does the J&A describe the supplies or services required to meet the agency's need with the estimated dollar amount (FAR 6.303-2(b)(2))?	
5	Does the J&A list the contemplated contract type (FAR 6.303-2(a)(2))?	

6

Does the J&A determine which of the cited statutory authorities apply?:

- Only one responsible source and no other supplies or services that will satisfy agency requirements (FAR 6.302-1)
- Unusual and compelling urgency, which applies when an unusual and compelling urgency precludes full and open competition and a delay in award would result in serious injury (financial or otherwise) to the government (FAR 6.302-2)
- Industrial mobilization; engineering, developmental, or research capability; or expert services (FAR 6.302-3)
- International agreement (FAR 6.302-4)
- Statutory authorization or requirement (FAR 6.302-5)
- National security (FAR 6.302-6)
- Public interest (FAR 6.302-7).

Note: Other than full and open competition shall not be justified based on either:

- Lack of advance planning by the requiring activity
- Concerns related to available funds or funds expiring.

7	<p>Does the J&amp;A provide reasons for the cited authorities and describe how this action requires the use of the authority cited?</p> <ul style="list-style-type: none"> <li>• If the authority in FAR 6.302-1 is cited, identify the proposed or potential contractors and discuss the proposed contractor's unique qualifications for fulfilling the contract requirements. In addition, explain how and why no other type of supplies or services will satisfy agency requirements.</li> <li>• If the authority in FAR 6.302-2 is cited, include the required delivery schedule and lead time involved, a discussion of the serious injury to the government that would result if the contract award is delayed, and an explanation that the government would be seriously injured or harmed unless permitted to limit the sources. J&amp;As for FAR 6.302-2 may be made and approved after contract award when their preparation and approval before award would unreasonably delay the acquisition (FAR 6.302-2(c)(1)).</li> </ul>	
8	<p>Does the J&amp;A describe the efforts made to obtain competition? Provide a description of efforts made to ensure that offers are solicited from as many potential sources as practicable, including whether a notice was or will be publicized as required by FAR 5.2 and, if not, which exception under FAR 5.202 applies (FAR 6.303-2(b)(6)).</p>	
9	<p>Does the J&amp;A provide a determination by the CCO that states the anticipated cost to the government will be fair and reasonable (FAR 6.303-2(b)(7))?</p>	
10	<p>Does the J&amp;A provide a market survey or a reason for market research not being conducted (FAR 6.303-2(b)(8))?</p>	
11	<p>Does the J&amp;A list any other facts supporting the use of other than full and open competition (FAR 6.303-2(b)(9))?</p>	

12	Does the J&A list sources, if any, that expressed an interest (in writing) in the acquisition (FAR 6.303-2(b)(10))?	
13	Does the J&A provide a statement of actions, if any, that the agency took to increase competition (FAR 6.303-2(b)(11))?	
14	Does the J&A have a contracting officer certification that confirms the justification is accurate and complete to the best of the contracting officer's knowledge and belief (FAR 6.303-2(b)(12))?	
15	Does the J&A have a technical/requirements certification that the supporting data (including minimum needs, schedule requirements, or other rationale for other than full and open competition) are complete and accurate (FAR 6.303-2(c))?	



### Letter Contracts Checklist

Item Number	Reference: FAR 16.603, "Letter Contracts"	Applicable and Present
1	Use a letter contract when either:	
1a	The government's interests demand that the contractor be given a binding commitment so that work can start immediately.	
1b	Negotiation of a definitive contract is not possible in sufficient time to meet the requirement.	
2	Do you have approval and authority from the head of the contracting activity to enter into letter contracts?	
3	Is FAR Clause 52.216-23, "Execution and Commencement of Work (Mandatory)," included in the contract?	
4	Is FAR Clause 52.216-24, "Limitation of Government Liability (Mandatory)," included in the contract? Note that the liability limit shall not exceed 50% of the estimated cost.	
5	Is FAR Clause 52.216-25, "Contract Definitization (Mandatory)," included in the contract?	
6	Do you have a negotiated definitization schedule in accordance with FAR Clause 52.216-25?	
7	Is the definitization completed within 180 days after the date of the letter contract or before 40% of the work has been completed, in accordance with FAR 16.603-2(c)(3)?	
8	Is the definitization performed with a modification (SF 30)?	



### Contingency Micropurchase Checklist

Item Number	<b>Note: Procedures may differ based on the area of responsibility (AOR). Contact responsible component office of primary responsibility (OPR) for command-specific procedures.</b>	Applicable and Present
1	Is the funding certified and available (FAR 32.702)?	
2	Did the CCO verify that the requirement cannot be met through the required sources of supplies/ services (FAR 13.201(e) and 8.002)?	
3	Will the purchase of supplies or services be used to support a contingency operation or to facilitate defense against, or recovery from, a chemical, biological, radiological, or nuclear attack (FAR 13.201(g)(1)), per the thresholds cited in item 3a?	
3a	<ul style="list-style-type: none"> <li>• \$15,000 for any contract to be awarded and performed, or any purchase to be made, inside the United States (FAR 13.201(g)(1)(i))</li> <li>• \$30,000 for any contract to be awarded and performed, or any purchase to be made, outside the United States (FAR 13.201(g)(1)(ii))</li> </ul>	
4	To the extent possible, did the CCO distribute micropurchases equitably among qualified suppliers (FAR 13.202(a)(1))?	
5	If a micropurchase contract was awarded without soliciting competitive quotes, did the CCO determine that the price was reasonable (FAR 13.202(a)(2))?	



### Modification Checklist

<b>Item Number</b>	<b>Answers to the following questions should be in the affirmative:</b>	<b>Applicable and Present</b>
1	The work contained in the modification is within the scope of work of the statement of work.	
2	The dollar value of the modification is within scope. The impact of a dollar change for the purpose of scope determination should be evaluated case by case; however, a change of 25% in dollar value can be used as a guide.	
3	If the work, dollar values, or both were determined to be out of scope, a J&A has been executed (FAR 6.304).	
4	Funding for the modification is consistent with the work being performed (e.g., correct fund type, year, purpose). If applicable, bona fide need considerations have been addressed. In addition, the funding document meets the requirements to address environmental considerations.	
5	The change in contract value that would result from the modification does not exceed any statutory levels approved for the project. This review prevents entering into an agreement that violates the Antideficiency Act.	
6	An independent government technical assessment of the impact of the modification (in terms of staffing, labor hours, and other direct costs) is accomplished by the functional personnel and provided to the contracting officer for use in developing the prenegotiation objective.	
7	The contracting officer has developed a prenegotiation objective.	

8	The legal review has been accomplished for all actions that require legal review.	
9	The modification indicates, by contract section, the changes made to the contract.	
10	Changes to Section B and the contract amount shown on the award form area are presented in a format that indicates the nature and impact of the dollar change by noting that the dollar value changed from _____ to _____ for a total change of _____. This format applies to other areas of the contract (such as Section H, Award Fee Plan) where dollar values change.	
11	If the dollar value of the modification increases a threshold to a level that requires the inclusion of required clauses that were not previously in the contract, the required clauses are included in the modification.	
12	For bilateral modification actions, the contractor's signature was obtained before execution by the contracting officer (FAR 43.103).	
13	For change order actions, a release statement substantially the same as that available at FAR 43.204(c)(2) was included in the modification.	
14	SF 30 cites the proper authority for the modification action (FAR 43.301(a)(1)).	
15	A determination has been made that the price is fair and reasonable (FAR 13.106-3 and 15.4).	
16	A DD 350 or DD 1057 (when applicable) was completed and filed (DFARS 204.6).	
17	The contract file includes a price negotiation memorandum if the price changed.	
18	A memorandum for record was created to explain the purpose of the change.	

19	For bilateral modifications, the contractor's statement of release was included (FAR 43.204(c) (2).	
<b>Exercising an Option</b>		
20	Were the appropriate clauses and provisions included in the solicitations and contracts that provide for the exercise of options (FAR Clause 52.217-8 and 52.217-9)?	
21	Does the original contract include FAR Clause 52.217-9?	
22	Was the modification authority cited as FAR Clause 52.217-9?	
23	Did the contracting officer give the contractor a preliminary written notice to extend the term of the contract by the number of days specified in FAR Clause 52.217-9?	
24	Before exercising an option, did the contracting officer make the determinations in accordance with FAR 17.207 (c-f)?	
25	Is a dated and signed determination and finding (D&F) in the file that reflects exercising or nonexercising of options by the contracting officer?	
26	Did the contracting officer receive written coordination from the functional commander indicating the desire to exercise the option?	
27	For contracts under a collective bargaining agreement, was the union notified before the option was exercised?	
28	Was the option exercised within the appropriate time frame?	

29	Was the option to extend services clause exercised by the time specified in FAR Clause 52.217-8?	
30	If the contracting officer elects to extend services in accordance with the option to extend services clause, was the total of all extensions 6 months or less?	
31	Was this a not-to-exceed option? If so, was the effort covered by the option synopsis in accordance with FAR 5.201, and was a J&A for the effort approved?	
<b>Preparing Option Package</b>		
32	Was a D&F prepared that addresses cited areas in the rest of this section?	
33	Funds are available.	
34	The requirement fulfills an existing government need.	
35	The most advantageous method of fulfilling the government need, the price, and other factors were considered.	
36	The option was synopsisized at the time of award unless exempted.	
37	A new solicitation fails to produce a better price or more advantageous offer.	
38	An informal analysis of prices or an examination of the market indicated that the option price is better than the prices available in the market or that the option is a more advantageous offer.	
39	The option price was part of the initial award.	
40	The relationship of the option price to the price for the initial contract period is analyzed.	



41	The adequacy of the competition at the time of the initial award is compared to the competition at the time of the option period.	
42	Changes in the general economy that could affect cost of performance are analyzed.	
43	Market research of other contracting activities or industries is analyzed for substantive changes in bid prices for similar services at their activities.	
44	A memorandum for record is in the contract file and reflects the market research performed.	
45	Potential savings in administrative costs from exercising the option are compared to the administrative costs of awarding a new contract.	
46	The time between contract award and exercise of option is so short that it indicates the option price is the lowest price obtainable or the more advantageous price.	
47	The requirements of FAR Subpart 17.2 and Part 6 are exercised in accordance with the terms of the option.	
48	A determination of contractor responsibility is included in the file.	
49	The CCR was checked to verify the status of the contractor, and a copy is in the contract file.	
50	The excluded parties list was checked, and a copy is in the contract file.	
51	A unilateral modification was issued.	
52	The appropriate wage determination was incorporated into the modification (if applicable).	

53	If funds are not available, the availability of funds clause was inserted into the summary of changes. Note: Availability of funds clauses cannot be unilaterally added to the options modification if they are not in the contract.	
54	After completion of award, a DD Form 350 was completed, signed, and filed in the contract. A copy was provided to the Plans and Programs office.	
55	The amount of the modification, when funded at the same time exercised, is the same as Line B8 of DD Form 350.	
56	When the modification is mailed, a copy of the return receipt card is maintained after it is returned.	
57	An inventory is conducted if government-furnished property is included on, and required by, the contract.	

### Ratification Checklist

Item Number	Note: Procedures may differ based on the area of responsibility (AOR). Contact the responsible component's office of primary responsibility (OPR) for command-specific procedures.	Applicable and Present
	<p>This ratification briefing should be given to all CCO customers as soon as possible. The seriousness of acting without proper authority cannot be overemphasized. Do not do it. Let the contracting officer help you. The contracting office is responsible for contracts with all firms that want to sell goods and services to the installation. To protect the interests of the government and prevent unauthorized contracting, adhere to the following:</p> <p>(1) If you are not a contracting officer, make sure the vendor or business representative knows that you cannot make the purchase.</p> <p>(2) Do not give advance contracting information to any contractor. Civil engineering planners may ask about pricing, but will not obtain written quotations. Planners must make it clear to vendors that they are not authorized to purchase materials and that the information being sought is for planning purposes only.</p> <p>(3) Personnel without contractual authority will not make statements regarding contractual matters because such statements may be construed as a commitment by the government.</p>	
1	Does the file include a statement from the officer or employee describing the circumstances?	
2	Did the CCO include all orders, invoices, and other evidence of the transaction?	

3	Does the file contain the endorsement of the commanding officer (of the person who made the unauthorized commitment), concurring that the commitment should be ratified and that measures should be taken to prevent recurrence of the unauthorized commitment?	
4	Did the CCO complete a determination and finding (D&F) (FAR 1.602-3)?	
5	Were supplies or services provided and accepted by the government (FAR 1.602-3(c)(1))?	
6	Does the ratifying official have the authority to enter into a contractual commitment (FAR 1.602-3(c)(2))?	
7	Would the resulting contract otherwise have been proper if made by a warranted contracting officer (FAR 1.602-3(c)(3))?	
8	Did the contracting officer determine that the price is fair and reasonable (FAR 1.602-3(c)(4))?	
9	Did the CCO recommend payment, and did legal counsel concur (FAR 1.602-3(c)(5))?	
10	Were funds available at the time the unauthorized commitment was made, and are funds currently available (FAR 1.602-3(c)(6))?	
11	Is the ratification in accordance with any other limitations specified under agency procedures (FAR 1.602-3(c)(7))?	
12	Was the ratification reviewed and approved in accordance with the head of the contracting activity delegations, but in no cases lower than the chief of the contracting office (FAR 1.602-3(b)(2) and 1.602-3(b)(3))?	

13	If authority was above the CCO, did the ratifying official with the proper authority perform an analysis of whether the price is fair and reasonable and produce an unauthorized commitment D&F (FAR 1.602-3(c))?	
14	Was a legal review obtained and included in the file?	
15	Did the ratifying official execute a contractual document?	
16	A sample ratification file index is included below.	
	<p>Sample Ratification File Index</p> <ol style="list-style-type: none"> <li>1. Purchase request/funding documents</li> <li>2. Memorandum for record (MFR) from customer with commander's endorsement, including disciplinary actions and actions taken to prevent recurrence of future unauthorized actions.</li> <li>3. MFR from resource manager</li> <li>4. Receiving reports as required</li> <li>5. Invoices</li> <li>6. Price fair and reasonable and unauthorized commitment D&amp;F from contracting officer, with legal review</li> <li>7. Findings of ratifying official</li> <li>8. Contractual documents (executed document from ratifying official), including purchase description, statement of work, or specification</li> <li>9. Documentation diary</li> <li>10. Ratification checklist</li> </ol>	



### Requiring Activity Checklist

Item Number	<b>Note: Procedures may differ based on the area of responsibility (AOR). Contact the responsible component's office of primary responsibility (OPR) for command-specific procedures.</b>	Applicable or Present
1	Are requiring activities advised of the lead times necessary to initiate and complete the contractual obligation of funds? Contracting lead time is the administrative time required to process a requirements package, prepare the solicitation documents, advertise the acquisition, receive and analyze bids or offers, obtain necessary approvals, and issue a contractual document.	
2	Is teaming between the CCO and the requiring activity a routine practice when preparing contract packages and program strategies?	
3	Did the contracting office provide training materials, including a customer guide to the requiring activities?	
4	Did the CCO provide the requiring activity with customer education and training that explain contracting procedures such as purchase requests, contracting officer's representative (COR) training and duties, lease-purchase options, Military Interdepartmental Purchase Requests (MIPRs), blanket purchase agreements (BPAs), government purchase card (GPC), and ratification; provide help in developing requisitions for requirements; develop and maintain open lines of communication; and stress the importance of meaningful partnerships with customers and contractors to ensure that the goals and objectives of the mission are met to the maximum extent practicable.	

5	<p>Has the requiring activity initiated advance planning with the CCO? Planning for a requirement is the single most important element in receiving accurate, efficient, and timely contracting support. CCOs need to be involved at the first sign of an upcoming requirement. Even if there is doubt about whether a need can be satisfied through contracting channels, the CCO should assist in determining the appropriate course of action because dollar thresholds dictate distinct lead times for different requirements.</p>	
6	<p>Is the requiring activity aware of the importance of ethics? DoDD 5500-7, "Joint Ethics Regulation," and FAR Part 3 provide detailed guidance and explain expectations for all personnel. Acceptance of gifts or favors can result in administrative action or criminal prosecution. Although a small minority, some contractors and potential contractors are willing to attempt to put a favor in the right hands to gain an advantage in receiving contract awards. Whenever a gratuity is presented to you, if you can do so without offending the individual or contractor, do not accept it, and state that if you accept the offer or gift, you can no longer do business with the contractor. Play it safe, and be safe. Whenever you are in doubt, call the contracting office or consult the legal office.</p>	
7	<p>Does the requirement need to be validated before it can be submitted to contracting personnel for contract award action? Sometimes, these are not contracting-directed or contracting-owned processes. Examples include the Joint Acquisition Review Board (JARB), which validates requirements, and the Program and Budget Advisory Committee (PBAC), which validates funding.</p>	



8	Is the requiring activity aware of the cited steps in the contracting office procurement process?	
8a	<ul style="list-style-type: none"> <li>• Contracting personnel receive an approved purchase request.</li> <li>• The purchase request is assigned to a CCO, based on the service, construction, or commodity.</li> <li>• Contract processing lead times are based on the dollar threshold, and the CCO ensures the appropriate funding type (color of money) is used (e.g., US Code Title 10 and 22).</li> <li>• The CCO reviews the kind of item or service that is needed and how well the item is described, such as statement of work (SOW), performance work statement (PWS), and salient characteristics.</li> <li>• The market research is reviewed to assess the quality of the vendor base and the industry.</li> <li>• Make sure you are available to the CCO to answer questions, and obtain a technical evaluation if required.</li> <li>• Contracts are awarded and distributed (via email to the customer, finance office, and vendor if possible).</li> </ul>	
9	Have personnel from a requiring activity become directly or indirectly involved in an unauthorized purchase action? If so, they should immediately contact the contracting office to begin appropriate contract ratification actions.	

10	Is the requiring activity aware of the four basic methods of contracting? These methods are micropurchases (i.e., supplies or services that do not exceed the micropurchase threshold of up to \$30,000 OCONUS); simplified acquisitions, as specified in FAR Part 13, for purchases of supplies or services; formal contracts, typically for contracts exceeding the simplified acquisition threshold (SAT); and orders under existing contracts, such as BPAs, indefinite-delivery contracts (e.g., IDIQ contracts), or General Services Administration (GSA) Federal Supply Schedule contracts.	
11	Is the requiring activity aware of the conditions that permit other than full and open competition (FAR 6.302)? These conditions include (1) only one responsible source, with no other supplies or services that will satisfy agency requirements, and (2) unusual and compelling urgency that precludes full and open competition when a delay in contract award would result in serious financial or other injury to the government. Note: It is important to remember that classifying a product or service as critical, failing to perform timely logistics planning, or identifying a short-notice requirement does not justify the award of a sole-source contract.	
12	Is the requiring activity aware of the documents that typically compose a complete requirements package? A requirements package is a general statement that refers to all of the documents required by the CCO before a contracting action is initiated. A requirements package consists of the following documents:	

12a

- Purchase request and funding documentation. This information includes the complete physical and mailing address, delivery or need date (note that ASAP is not a date and that delivery time per estimate is usually equal to period of performance), complete point of contact information (email address, office telephone number, and cell number), detailed item description, and shipping (plus or minus approximately 20–30%).
- Statement of work. A SOW is required for contracts for services (including construction) that do not require significant technical requirements or ongoing advice and surveillance from technical and requirements personnel.
- Performance work statement. A PWS is a SOW for performance-based acquisitions that describes the required results in clear, specific, and objective terms with measurable outcomes.

12b	<ul style="list-style-type: none"><li>• Quality assurance surveillance plans to accompany SOW or PWS. These plans should specify all work requiring surveillance and the method of surveillance.</li><li>• Specifications. Specifications are primarily required for commodity purchases (e.g., supplies, equipment) and drawings (for construction projects). A specification is a description of the technical requirements of the service or supply (e.g., by size, color, weight, and material) and should include the intended use. Specifications shall state only the government's minimum needs and shall be designed to promote full and open competition.</li><li>• Generic purchase descriptions. This type of description is a less involved explanation, written in simple language, with one exception: brand names are prohibited without a separate written justification. The following factors should be considered: kind of material, electrical data, dimensions (minimum and maximum, as appropriate), principles of operation, restrictive or significant environmental conditions, essential operating conditions, special features (if any), and intended use.</li></ul>	
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12c	<ul style="list-style-type: none"> <li>• Brand name (or equal) descriptions. These descriptions must include, in addition to the brand name and part number, a general description of those salient physical, functional, and performance characteristics of the brand name item that an equal item must meet to be acceptable for award. If a particular brand and part number are the only acceptable product, the purchase request must be accompanied by a justification stating the reason that no substitutes are acceptable. Bear in mind that the time needed to find a vendor that meets your specification and to deliver the items is longer (because specialized items usually are manufactured and distributed from Europe or the United States) than the time required to purchase a substitute item that might not be exactly the same item, but can be purchased in the local economy.</li> <li>• Independent government cost estimate. An independent government estimate (IGE) is required for all requirements with an anticipated total value greater than the simplified acquisition threshold. The end user in the functional area responsible for the requirement develops the estimate, which must accompany the purchase request package.</li> </ul>	
12d	<p>The government estimate should never be prepared using a vendor price quote, but rather should be based on previous purchases, similar purchases, Internet research, and the like. Estimates should include a complete breakout of each element, including labor costs, material costs, and all shipping costs.</p>	
13	<p>Is the requiring activity aware of procedures for the receipt of items and accountability?</p>	

13a	<ul style="list-style-type: none"> <li>• Contractor invoices. These invoices should flow to the contracting office to review and certify as correct for payment (thus ensuring accuracy and completeness). The contracting office will return inaccurate or incomplete invoices to the vendor with an explanation and instructions to resubmit the document. After CCO certification, the assigned CCO will forward the invoice to the applicable requiring activity with instructions to complete the receiving report (DD 250).</li> </ul>	
13b	<ul style="list-style-type: none"> <li>• Receiving reports. These reports (DD 250) address the requiring activity role. Organizations receiving deliveries must document the items that were received. Documentation can be accomplished by completing a receiving report, DD Form 250. Proper documentation ensures that the contractor is paid correctly and efficiently. This approach is especially important in a deployed environment, where there is constant turnover. After receipt of a request to complete a receiving report, the end user shall review the invoice received from the CCO; if no discrepancies are found, shall complete DD 250 in a timely manner (e.g., within 72 hours); and if discrepancies are found, shall coordinate with the CCO to make corrections.</li> </ul>	
13c	<ul style="list-style-type: none"> <li>• Finance personnel role. Finance personnel will review and inspect the invoice, DD 250, and any other supporting documents and will reject any invoices with discrepancies. A properly completed invoice and receiving report are required before a contractor is scheduled for payment and the payment for the vendor can be arranged according to finance procedures.</li> </ul>	
14	Is the requiring activity aware of the definition and function of a contract modification?	

14a	<p>The contracting office should be notified immediately after personnel discover that a change might be required in a contract. In general, contract changes require the same supporting documentation as the original contract (e.g., funding document, SOW or PWS updates). Only CCOs are authorized to effect contract changes, which fall into two broad categories: changes within the scope of the contract and changes outside the scope of the contract. Changes within the scope of the contract affect the work originally specified in the contract. The contracting officer is empowered to make such changes after receipt of proper documentation. The contracting officer must give consideration to the type of work in the original contract and the increase in dollar value compared to the change being considered. Changes outside the scope of the contract are only authorized based on special circumstances, presented by the using activity in the form of a written justification. Otherwise, directives classify such changes as a new contract and require separate contracting action. Out-of-scope changes must be made by using a supplemental agreement.</p>	
15	<p>Is the requiring activity aware of COR duties and responsibilities?</p>	

15a	<p>The CCO appoints the CORs, who are qualified individuals who assist in the technical monitoring or administration of a contract. CORs must be appointed for any contract with significant technical requirements that require ongoing advice and surveillance from technical and requirements personnel. CORs are not generally appointed for simplified acquisitions unless the requirement is sufficiently complex to warrant such an action (e.g., requirements that necessitate a PWS). The requiring activity's nomination must include candidate qualifications, including training and contract administration experience. The contracting officer will ensure that the COR understands how to properly execute COR responsibilities. Key COR responsibilities include verifying contractor performance in accordance with the terms and conditions of the contract, performing inspections, verifying corrected deficiencies, performing government acceptance, serving as liaison with the CCO and the contractor, monitoring contractor performance and notifying the CCO about deficiencies, submitting performance reports, and performing property surveillance.</p>	
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### SF 44 Checklist

Item Number	Reference: FAR 13.306 and DFARS 213.306, "SF 44, Purchase Order-Invoice-Voucher"	Applicable and Present
1	Are all of the following satisfied:	
2	The amount of the purchase is at or below the micropurchase threshold, except for purchases made under unusual and compelling urgency or in support of a contingency operation.	
3	Supplies or services are immediately available.	
4	One delivery and one payment will be made.	
5	Use of SF 44 is determined to be more economical and efficient than other simplified acquisition procedures.	
6	SF 44s are controlled and safeguarded.	
7	Training on the use and control of SF 44s has been provided.	
8	If any prompt payment discounts were offered, they are on the order.	
9	The accounting line is on the order and is properly certified.	
10	All signatures are obtained from the purchaser, seller (order and invoice), and accounting.	
11	Copies were distributed correctly.	
12	If cash is paid upon delivery, four copies are distributed: one to the government; one to the vendor; one to the finance office; and one for the CCO (this copy remains in the continuity book).	
13	If no cash is paid upon the delivery, four copies are distributed: one to the seller (invoice copy), one to the seller (for seller records), one to the accounting office, and one to the CCO (this copy remains in the continuity book).	



### Simplified Acquisition Checklist

Item Number	Note: Procedures may differ based on the area of responsibility (AOR). Contact the responsible component's office of primary responsibility (OPR) for command-specific procedures.	Applicable and Present
1	<p><b>Purchase Request (FAR 32.702)</b></p> <p>a. Is the electronic or original funding documentation in the file?</p> <p>b. Is the funds increase letter in the file (if applicable)?</p> <p>c. Does the fund cite match the award, and are sufficient funds available?</p>	
2	<p>Performance of Market Research/Competition</p> <p>a. Are the required sources of supply reviewed (FAR 8.002)?</p> <p>b. If less than the simplified acquisition threshold (SAT), did the CCO consider solicitation of at least three sources to promote competition to the maximum extent practicable (FAR 13.104(b))?</p>	
3	<p>Were acquisitions less than the micropurchase threshold publicized in accordance with agency regulations (FAR 5.101, FAR 5.202(a) (12), and FAR 5.303 exceptions)?</p>	
4	<p>Did the appropriate authority approve the acquisition plan, and does the plan meet the content requirements of FAR 7.105 and DFARS 207.105?</p>	
5	<p>Did the CCO forward actions as required to the appropriate board or council (e.g., Joint Contracting Support Board, Acquisition Strategy Council) for review and approval as required?</p>	

6	<p>Were determinations and findings (D&amp;Fs) (FAR 1.704) included as required (e.g., commercial contract, fair and reasonable price, time and materials contract, extension of period of performance, exercise of options)? The handbook DVD includes a summary list of D&amp;Fs.</p>	
<b>Solicitation</b>		
7	<p>Is the appropriate documentation included?</p> <p>a. Is a copy of the solicitation in the file? If a synopsis/solicitation is used, is it in the file?</p> <p>b. If a service was more than \$2,500 and SCA was applicable, was SF 98 used, including the applicable wage determination? If SCA exempt, was FAR Clause 52.222-48 included in the solicitation, which must be completed and returned with the proposal? An SCA nonapplicability memorandum signed by the CCO must also be in the file.</p>	

8

Were the following solicitation clauses included?

- a. FAR Clause 52.212-1, "Instructions to Offerors-Commercial Items," by reference
- b. FAR Clause 52.212-2, "Evaluation-Commercial Items," full text (only used if specific technical evaluation criteria are used)
- c. FAR Clause 52.212-3, "Offeror Representation and Certifications-Commercial Items," full text
- d. FAR Clause 52.212-4, "Contract Terms and Conditions-Commercial Items," by reference
- e. FAR Clause 52.212-5, "Contract Terms and Conditions to Implement Statutes," full text (applicable clauses must be checked)
- f. FAR Clause 252.204-7004, "Required Central Contractor Registration," by reference
- g. FAR Clause 252.212-7000, "Offeror Representations and Certifications-Commercial Items," for all solicitations exceeding \$100,000, full text
- h. FAR Clause 252.212-7001, "Contract Terms and Conditions to Implement Statutes," full text

9	<p>Were the following solicitation evaluation issues addressed:</p> <p>a. Did the CCO notify the potential quoters or offerors about the basis for making the award (FAR 13.106-1(a)(2))?</p> <p>b. If evaluation factors were used, were the proposals evaluated solely on the factors contained in the solicitation (FAR 12.602(a))?</p> <p>c. If using FAR Part 15 source selection procedures, were all factors and significant subfactors that will affect contract award (and their relative importance) clearly stated in the solicitation; was the general approach for evaluating past performance information described; and did the CCO insert one of the FAR 15.304(e) phrases (FAR 13.106, 15.304(d) and (e), 15.204-5(c), 15.204-5(d), and 52.212-4)?</p> <p>d. Was past performance an evaluation factor for contract award? If not, was the contracting officer's rationale documented in the contract file?</p> <p>e. If only one offer was received and the price was deemed reasonable based on adequate price competition, was a determination approved one level above the contracting officer (FAR 15.305)?</p> <p>f. Was the source selection decision documented (FAR 15.308)?</p>	
10	Did an appropriate review authority review the solicitation and contract?	
11	Were well-supported pricing objectives developed before entry into negotiations?	
12	If only one offer was received and the price was deemed reasonable based on adequate price competition, was a determination approved one level above the CCO?	

### Contractor Responsibility

13	Was the publication "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" checked before placing vendors on the solicitation mailing list (FAR 9.405)?	
14	Were procedures established for vetting of non-US vendors (e.g., FRAGO, acquisition instruction)?	
15	<p>If a CCO determines that a compelling reason exists to conduct business with a contractor that is debarred or suspended from procurement programs, the CCO must provide written notice of the determination to the General Services Administration, Office of Acquisition Policy. Examples of compelling reasons are as follows:</p> <ul style="list-style-type: none"><li>a. Only a debarred or suspended contractor can provide the supplies or services.</li><li>b. Urgency requires contracting with a debarred or suspended contractor.</li><li>c. The contractor and a department or agency have an agreement covering the same events that resulted in the debarment or suspension, and the agreement includes the department or agency decision not to debar or suspend the contractor.</li><li>d. The national defense requires continued business dealings with the debarred or suspended contractor (DFARS 209.4).</li></ul>	
16	Was the local vendor database updated to determine contractor responsibility?	

17

**Award Documentation**

- a. Did the CCO accomplish a price reasonableness determination (FAR 13.106-3(a), 14.408-2, or Subpart 15.4, as applicable)?
- b. Did the CCO include the signed abstract or offer evaluation form (PD2) and offers?
- c. Was the CCR information included for the prospective awardee for awards to US firms (<http://www.ccr.gov/index.cfm>) (Print Screen for Verification)?
- d. Did the CCO accomplish the debar check for US firms (<http://epls.arnet.gov/>) (Print Screen for Verification)?
- e. Does the contract file documentation include quotes or proposals; brief written description of the procedures used in awarding the contract, including the use of test procedures in FAR Subpart 13.5; number of offers received; explanation, tailored to the size and complexity of the acquisition, of the basis for the contract award decision; and any justification approved (FAR 13.106-3(b)(2) and FAR 13.501(b))?
- f. Was FAR Clause 52.212-3, "Representation and Certifications—Commercial Items," completed for awards greater than \$2,500?
- g. Was the Online Representations and Certifications Application (ORCA) completed for US firms (<http://orca.bpn.gov>) (Print Screen for Information)?
- h. Was FAR Clause 252.212-7000, "Representations and Certifications—Commercial Items," completed for awards exceeding \$100,000?
- i. Did the CCO verify that all applicable clauses are in the document (FAR Clause 52.212-1 and Subpart 52.212-3, solicitation only)?



18	<p><b>Purchase Order/Contract in File</b></p> <p>a. Is the SF 1449/DD 1155 completed (all required blocks)?</p> <p>b. Are FOB terms specified (Block 11), and is shipping address shown (Block 15)?</p> <p>c. Are payment and discount terms specified (Block 12), and is correct payment office address (Block 18a) included?</p> <p>d. Is the delivery or performance period clearly stated?</p> <p>e. Did the CCO distribute a copy of the purchase order to the customer, contractor, and finance office?</p>	
15	Were the contract modification request, reason for modification, and documentation included in the file (FAR 43.205)?	
16	For service contracts, did the CCO ensure that solicitations and contracts included the inspection and quality assurance surveillance plans that are necessary to protect the government's interests (FAR 37.604)?	
17	For service contracts, did the contracting officer determine whether the services are personal or nonpersonal services and, in doubtful cases, obtained the review of legal counsel and documented the file appropriately (FAR 37.103(a)(3) and FAR 37.103(b))?	

18	<b>Justifications and Approvals</b> a. Have justifications and approvals (J&As) for other than full and open competition been completed and placed in the contract file when required? b. For sole-source procurements not exceeding the SAT, did the CCO document the file as to the circumstances of soliciting only one source? c. Were proper approvals obtained in accordance with acquisition instructions?	
19	Options: Did the contracting officer justify in writing the quantities or the term under the option, notification period for exercising the option, and any limitation on option price under FAR 17.203(g)? Did the contracting officer include the justification document in the contract file? FAR 17.202(d) generally covers most of the rationale needed.	
20	Was consideration given to the need for post-award orientation conferences to foster a mutual understanding of the contractual agreement and the responsibilities assigned (FAR 42.502)?	

### Site Activation Checklist

Item Number	<b>Note: Procedures may differ based on the area of responsibility (AOR). Contact the responsible component's office of primary responsibility (OPR) for command-specific procedures.</b>	Applicable and Present
1	Learn the organizational structure at the deployment location.	
2	Brief the site commander at the deployed location, using sample deployed commander in-briefs on attached DVD (Contingency Contracting: A Joint Handbook DVD) and performing the following:	

2a

- Explain current contracting status and organization structure.
- Note that the office should be colocated with finance personnel and in a site providing access for contractors and that an assigned finance paying agent needs to accompany you for on-the-spot or over-the-counter SF 44 transactions.
- Explain your needs for a vehicle, office space, communications, interpreter, and security.
- Reference your head of the contracting activity (HCA), and mention how contracting authority flows down from the HCA, separate from command authority.
- Discuss the role of contracting and local purchase support for procuring the supplies, services, and construction necessary to support mission execution, life support, and morale, welfare, and recreation (MWR) requirements. Address examples such as food and water, lodging and shelter, transportation and vehicle leases, base operating services (such as laundry, waste disposal, and utilities), fuel, equipment, communication and computers, and MWR supplies, services, and activities.
- Cite requested approvals, permissions, and policies, including requirements validation and prioritization; unauthorized commitments and ratification process (per HCA guidance); undue influence whereby contracting officers will not make illegal purchases and must follow the FAR; additional duties exemption, as the situation permits; permission to leave the base, camp, or station and wear civilian clothes; and contract status updates during staff meetings.

2b

- Describe in-place purchase request and funding controls, and identify who can approve purchase requests.
- Note that only CCOs can obligate the US government, although (with HCA authorization) CCOs can train and appoint decentralized ordering officers to use SF 44s and blanket purchase agreements (BPAs).
- Explain that CCOs will achieve mission success by using expedited acquisition procedures while ensuring adherence to laws and regulations.
- Discuss whether there is an on-scene veterinarian or public health official for inspection of food and water.
- Discuss whether there is a base supply (LGS) function that can centralize the receipt of goods and accomplish quality assurance.
- Describe your preferences for delivery procedures (e.g., centralized receipt, delivery to on-base and off-base customers, pickup downtown).
- Determine whether escorts are available for tasks such as on-base deliveries, trash pickup, and construction. If escorts are not available, suggest making the requesting organization responsible for providing escorts.
- Provide customer training (weekly, monthly), and furnish a contracting customer handbook (a sample contracting customer handbook is included in the attached handbook DVD).

3	<p>Use HCA inputs to help answer the following: Is this a declared contingency operation? What is the simplified acquisition threshold (SAT)? What is the micropurchase amount? Is a host nation support agreement in place? What are the nonappropriated funds contracting procedures? What are the contract reporting procedures? What is the onsite CCO/contracting office chief ratification authority? What ratification format and form will be used? Who assigns procurement instrument identification numbers (PIINs)? Who is the contracting office chief, and who is one level above the CCO? Is approval provided to allow CCOs to appoint ordering officers to use SF 44? When is the government purchase card (GPC) approved for use?</p>	
4	<p>Team with finance personnel to establish local funding and payment procedure and set up obligation authority for GPC purchases as appropriate.</p>	
5	<p>Team with supply representative, if available, to establish local purchase procedures.</p>	
6	<p>Team with transportation representative, if available, to coordinate rules for vehicle hires, shipping instructions, and contracting vehicle.</p>	
7	<p>Team with communication representative, if available, to coordinate procedures for communication requirements and obtain communications support (e.g., telephone and fax access).</p>	
8	<p>Team with civil engineer representatives on construction and material support.</p>	
9	<p>Team with services representatives, if available, on billeting requirements, food service, and morale issues.</p>	

10	Hire interpreter and guide if needed.	
11	Set up office space, if available, and identify (signpost) the office location.	
12	Survey the local market, availability of local sources, and associated capabilities; obtain maps and telephone books; and check with the Embassy to obtain recommendations on local vendors.	
13	Establish a customer education guide (using samples in the attached handbook DVD) and rules of engagement with main customers, discuss possible requirements, and develop strategies.	





### Terminations Checklist

Item Number	Reference: FAR 52.249-2, "Termination for Convenience" Reference: FAR 49.402-3, "Termination for Default" Reference: FAR 12.403, "Termination for Cause"	Applicable and Present
1	Does the CCO have the authority to terminate the contract (FAR 49.101)?	
2	Which type of termination is being considered, partial or full termination (FAR 49.115)?	
3	Was termination coordinated through the legal office (FAR 49.105-2, "Local Policy")?	
4	Was a notice of termination made specifying the extent and the effective date (FAR 49.102)?	
5	Was a cure notice issued, if applicable (FAR 49.402-3)?	
6	Was a show-cause notice issued, if applicable (FAR 49.402-3)?	
7	Was a suspension of work (construction) or stop-work order (communications or services) issued?	
8	Was a notice of termination issued to the contractor (FAR 49.102)?	
9	Did the contractor terminate all subcontracts (FAR 49.104(b))?	
10	Did you obtain government-furnished property from the contractor, if applicable (FAR 49.108-3(b)(1))?	
11	Did the government receive the materials that it paid for, if applicable.	
12	Were inventory schedules received from contractor, if applicable?	

13	Did you negotiate a settlement cost with the contractor?	
14	Did you request a final invoice from contractor?	
15	Was a price negotiation memorandum completed to show the proposed, objective, and negotiated prices?	
16	Was a modification made to terminate the contract (bilateral preferred)?	