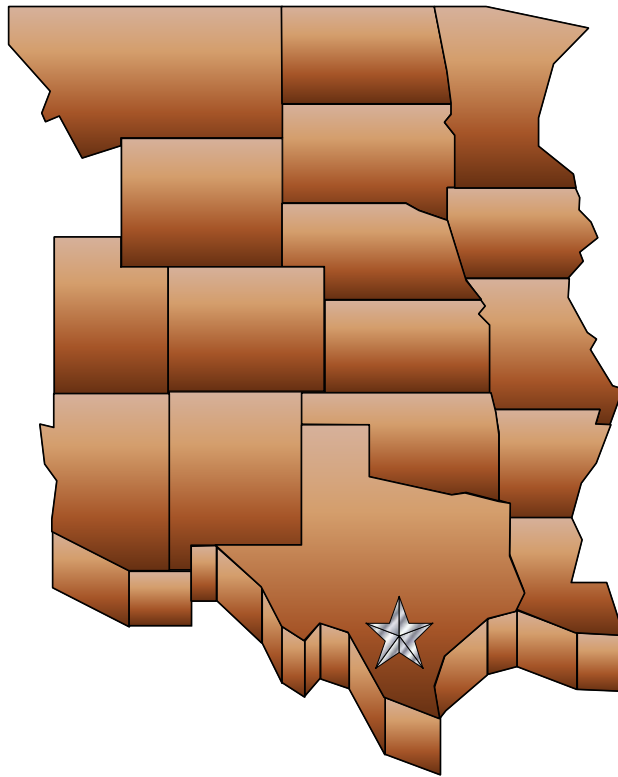


# Customer Handbook

## Great Plains Regional Contracting Office (GPRCO)



**U.S. Army Medical Command  
Healthcare Acquisition Activity**

**May 2008**

## FOREWORD

This handbook is designed to provide day-to-day acquisition guidance to our customers and is not intended to replace the Federal Acquisition Regulation (FAR), Defense FAR Supplement (DFARS), Army FAR Supplement (AFARS) or Medical Command (MEDCOM) regulations. The procedures in this handbook apply to all customers requesting contracting support from the Great Plains Regional Contracting Office (GPRCO). This handbook is designed to ensure that the customer's needs are met, the Government pays a fair and reasonable price, contracts comply with laws and regulations, and the Government's interests are protected.

We recognize the contracting process is complex and cumbersome at times. This handbook will help reduce the frustration often experienced when trying to obtain supplies and services through the contracting process. Suggestions for improvement, comments, or questions about this handbook can be addressed to the office Chief or Deputy at (210) 916- 5190. We also suggest the MEDCOM Health Care Acquisition Activity (HCAA) Acquisition Desk Reference for Commanders, Directors, and Senior Leaders and the MEDCOM HCAA Acquisition Desk Reference for Requiring Activities, Program Managers and Contracting Officer Representatives for additional information on the contracting process. These and other resources are available at our website. Please visit <http://hcaa.medcom.amedd.army.mil/gprco/>.



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LTC, MS  
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## CHAPTER 1

### GOVERNMENT PROCUREMENT

To conduct daily operations, the Government must buy supplies, services and construction from the private sector. Based on laws passed by Congress, the basic rules, policies and procedures for Government procurement are set out in the Federal Acquisition Regulation ([FAR](#)), which governs all Government-wide procurement, both defense and civilian. The FAR contains procurement policies and detailed procedural and administrative requirements. The FAR is supplemented by the DoD Supplement to the FAR ([DFARS](#)) and the Army Supplement to the FAR ([AFARS](#)).

The Great Plains Regional Contracting Office, as part of the MEDCOM Health Care Acquisition Activity, is empowered to procure medical supplies, equipment and Services for MEDCOM facilities and units within the Great Plains Region. Only Contracting Officers have authority to enter into, administer or terminate contracts.

## CHAPTER 2

### CONTRACTING ROLES AND RESPONSIBILITIES

#### 1. GENERAL

a. For both routine and non-routine contract actions, confer with GPRCO early during your planning process (as soon as your need is identified) so we may offer proper advice and assistance as your contracting business advisors. It will aid us in planning our workload and in meeting your requirements in a timely manner.

b. To ensure receipt of the desired products and services, provide GPRCO with a complete requirements package. This includes a clear description of the requirement, funding authorization, local purchase authority and market research conducted. Samples of complete requirements packages are provided in the appendices of this handbook for your review.

c. As you develop your requirements, ensure requirements are not split to overcome timing and/or funding restrictions. [FAR 13.003\(c\)\(2\)](#) states: "Do not break down requirements aggregating more than the simplified acquisition threshold (or for commercial items, the threshold in [Subpart 13.5](#)) or the micro-purchase threshold into several purchases that are less than the applicable threshold merely to (i) Permit use of simplified acquisition procedures; or (ii) Avoid any requirement that applies to purchases exceeding the micro-purchase threshold."

#### 2. CONTRACTING OFFICER (KO) RESPONSIBILITIES. Your assigned KO will:

a. Promote and provide for full and open competition in soliciting offers and awarding Government contracts according to 10 U.S.C. 2304 and 41 U.S.C. 253 through the use of the competitive procedures.

b. Ensure coordination with Defense Finance and Accounting Service (DFAS), Chief of Logistics, Resource Management Division (RMD), legal, as required.

c. Decide whether to use simplified acquisition procedures, commercial item procedures, or the formal contracting process.

d. Decide whether to use Request for Quote (RFQ) or Request for Proposal (RFP).

e. Decide anticipated contract type.

f. Comply with Electronic Commerce/Electronic Data Interchange (EC/EDI) requirements.

g. Prepare and issue the solicitation.

h. Evaluate proposals.

i. Award the contract.

j. Perform contract administration.

### 3. CUSTOMER RESPONSIBILITIES.

a. As a GPRCO customer you are expected to:

(1) Ensure coordination with Property Book, Materiel Branch, Medical Maintenance, Chief of Logistics, Information Management Division (IMD), RMD, as required.

(2) Begin acquisition planning as soon as your need is identified and comply with Contract Administrative Lead Times (CALT) provided by the GPRCO.

(3) Provide input in solicitation development (Independent Government Estimate ([IGE](#)), evaluation factors, special provisions, etc.).

(4) Provide input as requested to help KO determine procurement process that will best suit your needs.

(5) Participate in proposal evaluation.

(6) Assist in contract administration (Contracting Officer Representative ([COR](#)), technical monitors, receipt, quality assurance, acceptance, etc.).

b. When requesting contracting support;

(1) Enter your requirement in [PRWeb](#). For [Priority 03's and 06's](#) provide required justification and complete a manual PR&C.

(2) For supplies, prepare a detailed description including specifications and technical requirements.

(3) For services, prepare a Performance Work Statement ([PWS](#)) and Performance Assessment Plan ([PAP](#)), formerly known as Quality Assurance Surveillance Plan ([QASP](#)).

(4) For both supplies and services, prepare and submit an Independent Government Estimate ([IGE](#)).

(5) Obtain appropriate approvals (Medical Maintenance, Property Book, Information Management and Facilities Management).

(6) Obtain appropriate funding for supplies and services.

(7) For services, nominate a candidate for a [COR/ACOR](#).

4. SUMMARY OF RESPONSIBILITY CHART

<b><u>PROCUREMENT PROCESS</u></b>	<b><u>PRIME RESPONSIBILITY</u></b>	<b><u>ASSISTANCE RESPONSIBILITY</u></b>	<b><u>REMARKS</u></b>
Identify Need	Customer		
Obtain Funding	Customer	RMD	
Define Requirement	Customer	Property Book Officer, Medical Maintenance, Medical Supply, IMD, Facilities, GPRCO, RMD, Legal	What When Where Dollars
Acquisition Strategy	GPRCO	Customer, Legal, RMD	Acquisition Plan, PWS
Prepare Solicitation	GPRCO	Customer, Legal	Team Approach, Support Documentation, System Approach, AAA Audit
Proposal Evaluation	GPRCO	Customer, Legal	Labor Intensive, Long Lead Time, Priority
Contract Award	GPRCO		Terms & Conditions
Contract Performance	Customer (COR)	GPRCO, Legal, DFAS	Receipt, Acceptance, Monitor Performance
Payment	Customer WAWF DFAS	Customer, GPRCO	Invoice, Receiving Report, Wide Area Work Flow, Contract award Document, Prompt Payment, Electronic Fund Transfer
Close Out	GPRCO	Customer (COR), DFAS	Final Payment Confirmation, PD2 Closeout



## CHAPTER 3

### ACQUISITION PLANNING

#### 1. GENERAL

a. Acquisition planning is a process by which the efforts of all personnel responsible for the acquisition; the requiring activity (you), logistics, resource management, information management, legal, and GPRCO as your business advisor, are coordinated and integrated through a comprehensive plan for fulfilling agency needs in a timely manner and at a reasonable cost. It includes developing the overall strategy for managing the acquisition. This planning begins when the need is first identified and continues through the entire acquisition process to include receipt and acceptance of the requirement.

b. This means we need to work together as a team from the point of conception to develop the strategy and carry out the acquisition of a required item or service. You should avoid issuing requirements on an urgent basis or with unrealistic delivery or performance schedules. Logistics should be involved to enable consolidation of acquisitions for similar or like items, allowing us to take advantage of quantity discounts. This will save you money that can then be spent on other requirements.

2. ACQUISITION PLANNING PROCESS. The following should be considered during the acquisition planning process and or market research:

- a. Acquisition background and objectives. What is the requirement and priority?
- b. Cost.
- c. Capability or performance. Also consider constraints.
- d. Delivery or performance period requirements.
- e. Trade-offs.
- f. Risks.
- g. Possible sources.
- h. Budgeting and funding.
- i. Product or service descriptions.
- j. Management information requirements
- k. Logistics considerations.
- l. Government furnished property.
- m. Government furnished information.
- n. Environmental/energy considerations.
- o. Security Considerations
- p. Other Considerations

3. To support timely acquisition of your required items and services, GPRCO publishes acquisition planning guidance during the second quarter of each fiscal year (FY). The guidance will list cut off dates for the timely submission of requirements through the end of the subject FY. Only through compliance with these established dates can GPRCO guarantee the successful acquisition of your required supply or service. Discuss your needs with GPRCO, plan accordingly and submit requirements in a timely manner to meet individual mission requirements.

## CHAPTER 4

### CONTRACTING BASICS

#### 1. MANDATORY SOURCES OF SUPPLY

a. The Federal Government requires agencies to purchase supplies and services from certain Government supply sources PRIOR to purchasing supplies and services from the commercial marketplace. These sources and the priority of their use are detailed in [FAR Part 8](#). GPRCO, as your business advisor is aware of these limitations imposed on federal procurements and takes them into account when planning your acquisition.

b. What does this mean for you the customer? When contracting for medical supplies and services the contracting office must review these sources to determine if your requirement can be met through one of the mandatory sources of supply. If GPRCO determines your requirement is not available through one of these mandatory sources, we will proceed with the acquisition first through an appropriate existing contract vehicle or through a new commercial procurement as determined by the Contracting Officer.

#### 2. SIMPLIFIED ACQUISITION PROCEDURES

a. The [FAR Part 13](#) requires that Simplified Acquisition Procedures (SAP) shall be used to the maximum extent practicable for all purchases up to \$100,000.00 unless requirements can be met by using required sources of supply. Two important elements of the simplified acquisition process are to promote efficiency and economy in Government contracting by the use of EC/EDI delivery systems and to improve opportunities for small, small disadvantaged, women-owned, veteran-owned, HUB Zone, and service-disabled veteran-owned small businesses.

b. What does this mean to our customers? It means:

(1) EC/EDI methods will be used to publicize and facilitate your requirement such as Army Single Face to Industry (ASFI) for purchases over the micro-purchase threshold (\$2,500 services and \$3,000 supplies).

(2) If you are making purchases under the micro-purchase threshold (\$2,000 construction; \$2,500 services; \$3,000 supplies) the Government Purchase Card (GPC/IMPAC) should be used whenever possible.

(3) Your requirements shall not be broken merely to permit use of the GPC or to keep your requirement under the SAP or other threshold.

(4) Your requirements may be set-aside for a small business concern depending upon contracting officer determination.

(5) Adequate competition of sources must be achieved OR the inability to achieve competition must be documented.

(6) Price reasonableness must be determined and documented.

(7) Your requirement may be awarded based upon standing price quotations (published price lists) or evaluation of offers/quotes.

c. If your requirements are under the micro-purchase threshold, GPC is the way to go. Call the A/OPC for help in setting up accounts at 210-916-8152.

### 3. SMALL BUSINESS SET-ASIDE

a. It is the policy of the Government to provide maximum practicable opportunities in its acquisitions to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns through the mandatory use of various socioeconomic programs according to [FAR Part 19](#).

b. How does this affect your purchase request?

(1) If your requirement has an anticipated dollar value of \$2,500 for services or \$3,000 for supplies through \$100,000 and is subject to the simplified acquisition procedures it **shall** be reserved exclusively for small business.

(2) However, if a KO determines that there is not reasonable expectation of obtaining quotations from two or more responsible small business concerns that will be competitive in terms of market price, quality and delivery, the set-aside can be broken and the purchase may be made on an unrestricted basis in the open marketplace.

(3) If a quotation from only one responsible small business concern at a reasonable price is received, the contracting officer shall make and award to that concern. However, if a reasonable quotation from a responsible small business concern is not received, the small business-small purchase set-aside may be cancelled and the purchase re-competed on an unrestricted basis.

### 4. COMPETITION AND PRICE REASONABLENESS

a. [FAR Part 6](#) requires contracting officers to promote and provide for full and open competition in soliciting offers and awarding all Government contracts. The [FAR Part 6.2](#) and [6.3](#) prescribe how this is accomplished and details the limited exceptions to full and open competition. For our customers most exceptions are related to a) set-asides for small business concerns and b) circumstances permitting other than full and open competition.

b. How does this affect your purchase request?

(1) Procurements exceeding the micro-purchase threshold of \$2,500 for services or \$3,000 for supplies **must** be competed in according to [FAR Part 13](#).

(2) To achieve maximum competition, quotations for transactions exceeding the micro-purchase threshold will be solicited on [Army Single Face to Industry \(ASFI\)](#). Solicitations will be available for contractors to provide quotes for a minimum of three (3) days or as many as 30 days depending upon the complexity of the requirement.

(3) A single quotation provided to a requiring activity cannot be accepted by the Government to form a binding contract because it does not meet the FAR competition requirement.

(4) Prior to award, price reasonableness **must be determined** by the KO. This may be based on competitive quotations, comparison of proposed price with prices found reasonable on previous purchases, current price lists, catalogs, advertisements, value analysis, personal knowledge or any other reasonable basis.

## 5. MARKET RESEARCH

a. Market Research is the process by which information is collected, organized and analyzed to maximize the capabilities, evaluate available technology and make the most of what is available in the commercial marketplace.

b. The [FAR Part 10](#) requires agencies, both the requiring activity when defining their requirement and the contracting agency (GPRCO), to perform market research to some degree on purchases exceeding the micro-purchase threshold (\$2,500 for services or \$3,000 for supplies). The extent of market research varies, depending on factors such as urgency, estimated dollar value, complexity of the requirement, and past experience in purchasing the supply or service.

c. As a part of the overall team of personnel responsible for acquiring a supply or service, the requiring activities and technical experts greatly influence the speed and accuracy of the procurement with the market research provided to the contracting office with every procurement package.

d. What can you do to expedite your purchase request?

(1) Provide at least one, preferably more suggested sources for your requirement. The more sources you supply, the faster the contracting office can meet the competition requirement.

(2) Provide a complete, detailed description of the requirement including information provided to potential sources if you have a current quote(s).

(3) Review and validate your technical requirements and specifications. Ensure the correct system; item; part number; model number etc. are used to describe your requirement.

(4) Provide recent pricing, not historical. We are easy, current quotes, internet pricing, recent catalogues, manufacturer, distributor and dealer literature are acceptable.

(5) Identify “must haves” customization, modification, warranty.

## 6. SOLE SOURCE - OTHER THAN FULL AND OPEN COMPETITION

a. The intent in federal procurement is to promote and provide for full and open competition in soliciting offers and awarding all Government contracts.

[FAR Part 6.3](#) specifically states under what circumstances other than full and open competition, or “sole source” contracting may be authorized.

b. If your requirement must be obtained from a specific vendor, you, the requesting activity are responsible for providing the Justification & Approval ([J&A](#)) with the PR&C. [Appendix 6](#) of this Customer Handbook gives instructions for developing your [J&A](#). The majority of the sole source requirements processed by GPRCO are based on:

c. Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements. This authority may be appropriate in situations such as the following; however these examples are not intended to be all inclusive nor to constitute authority in and of themselves:

(1) Unique supplies or services available from only one source or only one supplier with unique capabilities.

(2) Existence of limited rights in data, patent rights, copyrights or secret processes; control of basic raw material; or other circumstance which makes the supplies or services available from only one source.

d. Unusual and Compelling Urgency. This is the most frequent and normally accepted justification that you will have for other than full and open competition. This is when your needs for the supplies or services is of such an unusual and compelling urgency that the Government would be seriously injured unless you are permitted to limit the number of sources from which we solicit quotes or proposals. This means that the delay in the award of the contract would result in serious injury, financial or other to the Government.

e. Other statutory authorities include:

(1) Industrial Mobilization, Engineering Developmental or Research Capability or Expert Services.

(2) International Agreement.

(3) Authorized or Required by Statute.

(4) National Security.

(5) Public Interest.

f. Although these authorities are rarely used in the MEDCOM, if you believe your requirement is authorized by one of these exceptions, contact a GPRCO KO to discuss the matter.

## CHAPTER 5

### INITIATING A PURCHASE REQUEST

1. **GENERAL.** All requests for local purchase of medical supplies, services, and equipment will be submitted through [PRWeb](#). The requests must be complete in description, quantity and price. [Appendix 3](#) of this Customer Handbook gives instructions for Creating Automated and Manual Purchase Requests. What does “Right” look like? [Appendicex I](#) and [Appendix 2](#) explain the components of a complete purchase request package. Need an IGE to go with that? [Appendix 4](#) tells you exactly how to complete one if required.

2. **PRIORITY DESIGNATOR.** When submitting a purchase request either through PRWeb or a DA 3953, the priority must be annotated in block 9. Request without a priority will automatically be handled as a priority 13.

a. Requirements shall comply with priority designation standards outlined in AR 710-2 and DA PAM 710-2-1. According to the references cited, all Priority O3 (generally associated with a life or death request/urgent surgery) and Priority O6 (generally associated with requests that have or will have a negative impact on your mission if a high priority is not granted) requirements shall be reviewed by the Commander or the designated representative (designated in writing) prior to submission to GPRCO.

b. **Upgrading Priority.** Requests for priority upgrade can be submitted at any time however, requests must contain justification for new priority as outlined in paragraph a. above.

3. **PR PROCESSING TIMES.** Various factors can impact your purchase request processing time. Additional time may be required depending on dollar thresholds, contract type, complexity and additional review requirements. To assist with scheduling and planning, we have included a summary of required processing times. Speak with your assigned contract specialist or KO to determine if your requirement will need additional time for processing then that indicated below:

## SUMMARY OF PROCESSING TIMES

Requirement Type & Dollar Threshold	Priority Designation *	GPRCO Processing Times**	Contractor Processing Times***
Supplies, Equipment And Services Up To \$100,000	03	24 hours	ASAP
	06	14 Days	ASAP
	13	21 Days	30 Days
Supplies, Equipment And Services \$100,000 - \$500,000	13	45 Days	30 Days
Supplies, Equipment And Services \$500,000 - \$5.5 Million	13	90 Days	30 Days
Any Requirement Over \$5.5 Million	13	150 Days	30 Days
Exercise Option Regardless Of Dollar Threshold	13	90 Days	30 Days
Modification Requests To Include Deobligations****	13	15 Days	30 Days
Unfunded Requirements (UFRs) With High Probability Of Receiving Funds	13	See Annual Cut-Off Dates	30 Days
Requirements Subject To The Availability Of Funds (SAFs)	13	See Annual Cut-Off Dates	30 Days

**Note 1:** MEDCOM Commander approval document must accompany all PRs for services and all modifications of existing service contracts (see TSG Memo dated 24 March 2006).

**Note 2:** Contracts for less than one year in duration have an increasingly low probability of success the shorter the duration. Contracts are generally not the preferred solution for short-term fills due to the required lead time and cost. History has shown there is no guarantee that once a contract is awarded, the contractor will successfully recruit a candidate that successfully navigates the credentialing process in time to completely fulfill the MTF's needs. This is especially true for critical specialties and/or in difficult markets.

\*Requirements shall comply with priority designation standards outlined in AR 710-2 and DA PAM 710-2-1. All Priority O3 (life, limb or serious injury etc.) and Priority O6 (impacts mission accomplishment etc.) requirements shall be reviewed by the Commander/designated representative (in writing) prior to submission.

\*\*GPRCO processing times begin when GPRCO receives a complete PR with all supporting documents.

\*\*\*Contractor processing times are based on standard commercial practice but may be negotiated based on urgency of need. Contractor processing times do not include the time to credential providers. The credentialing process is unique to each MTF and therefore, out of GPRCO's control. Therefore, for acquisition planning ADD GPRCO, Contractor and Credentialing processing times to determine the date your requirement must be received by GPRCO to meet your desired start/delivery date.



\*\*\*\*[Modifications](#) to existing contracts must be in scope. As a general rule, if we modify a contract that increases FTEs or contract amount by more than 20%, the risk of a protest significantly increases. The rule of thumb was established based on case law precedence. With this in mind, GPRCO will not attempt to modify a contract unless the Contracting Officer determines the modification to be “in scope”.

★[FAR 7.503\(e\)](#) Agency implementation shall include procedures requiring the agency head or designated requirements official to provide the contracting officer, concurrent with transmittal of the statement of work (or any modification thereof), a written determination that none of the functions to be performed are inherently governmental. This assessment should place emphasis on the degree to which conditions and facts restrict the discretionary authority, decision-making responsibility, or accountability of Government officials using contractor services or work products. Disagreements regarding the determination will be resolved in accordance with agency procedures before issuance of a solicitation.

#### 4. ACQUISITION PROCESS

##### a. MTF REQUIREMENTS ANALYSIS 12-STEP PROCESS

(1) Requirement Analysis. The [PWS](#) is the foundation of performance-based services. The PBSC [PWS](#) describes the effort in terms of measurable performance standards (outputs). These standards should include such elements as "what, when, where, how many, and how well" the work is to be performed. A Performance Assessment ([PAP](#)), which directly corresponds to the performance standards and measures contractor performance, is needed to determine if contractor services meet contract PWS requirements. Positive and/or negative performance incentives, based on QAP measurements, should be included.

(2) Job analysis. Involves determining what the requiring activity's needs are, and what kinds of services and outputs are to be provided by the contractor. This is of particular importance because the services or outputs identified form the basis for establishing performance requirements, developing performance standards and indicators, writing the [PWS](#), and producing the QAP. If the job analysis is done properly, writing the [PWS](#) and [PAP](#) will be facilitated. In general, job analysis includes: requiring activity or activity organization, work to be performed by the contractor, performance standards, directives, data gathering, and cost.

(3) Organization analysis. Involves reviewing the requiring activity's needs and identifying the services and outputs required from the contractor. It should emphasize the outputs the contractor will produce, but should not dictate how to produce these outputs.

(4) Work analysis. Involves further analyzing the required outputs by breaking down the work into its lowest task level and linking tasks in a logical flow of activities. Requiring activities should start with the overall service or outputs required from the contractor, then divide the job into all its parts and subparts, and identify the relationships among all the parts.

(5) Performance analysis. Assigns a performance requirement to each task, which involves determining how a service can be measured and what performance standards and quality levels apply. The performance standard establishes the performance level required by the government. Correspondingly, the acceptable quality level (AQL) establishes a maximum allowable error rate or variation from the standard. Requiring activities should insure that each standard is necessary, is carefully chosen, and not unduly burdensome. Failure to do so can result in unnecessarily increased



contract costs. If there are a number of tasks and deliverables, requiring activities should summarize them in a performance requirements summary ([PRS](#)). A [PRS](#) usually lists tasks, deliverables, standards, and quality levels. (See appendix 5).

(6) Directives Analysis. All potentially relevant requiring activity directives should be screened to determine which should be utilized, either in whole or in part. Directives that are unnecessary, or that apply only in part, should not be referenced or included in their entirety.

(7) Data gathering. Requiring activities should provide the contractor an estimate of the workload to be performed and the items and services that the government will furnish to the contractor for the performance of the contract. In order to make the workload estimate, a determination of the historical workload by the major performance categories must be made.

(8) Independent Government Estimate ([IGE](#)). Estimated costs must be computed for each service or output based on available data. These costs are used in preparing the government estimate, evaluating proposals, and determining positive and negative performance incentives. For commercial services, the marketplace should provide a sufficient baseline for cost estimating. In the development of their independent government estimates, requiring activities should include consideration of commercial costs of performing work in the private sector. ([See Appendix 4](#)).

(9) Incentives. Should be used when they will induce better quality performance and may be either positive, negative, or a combination of both. They should be applied selectively to motivate contractor efforts that might not otherwise be emphasized, and to discourage inefficiency. Incentives should apply to the most important aspects of the work, rather than every individual task.

(10) Performance Work Statement. The key elements of [PWS](#) are: a statement of the required services in terms of output; a measurable performance standard for the output; and an AQL or allowable error rate. These will have been established during the job analysis phase discussed above. The [PWS](#) describes the specific requirements the contractor must meet in performance of the contract. It also specifies a standard of performance for the required tasks and the quality level the government expects the contractor to provide. Requiring activities should identify only those outputs that are essential and should be a part of the [PRS](#). Requiring activities should express the outputs in clear, concise, commonly used, easily understood, measurable terms. Requiring activities should not repeat material in the [PWS](#) that will likely appear in other parts of the contract. Requiring activities also should not include detailed procedures in the [PWS](#) that dictate how work is to be accomplished. Instead, they should structure the [PWS](#) around the purpose of the work to be performed, i.e., what is to be performed, rather than how to perform it. ([See Appendix 5](#)).

(11) Performance Assessment Plan. The [PAP](#) defines what the government must do to ensure that the contractor has performed in accordance with the PWS performance standards. This can range from a one-time inspection of a product or service to periodic in-process inspections of on-going product or service delivery. It is needed to ensure the government receives the quality of services called for under the contract, and pays only for the acceptable level of services received. Since the [PAP](#) is intended to measure performance against standards in the PWS, these interdependent documents must be coordinated. The [PAP](#) will contain a surveillance schedule and clearly state the surveillance method(s) to be used. The extent of surveillance is determined by the surveillance schedule established in the [PAP](#). It should be systematic and sufficient to fairly evaluate the contractor's total performance throughout the performance period. ([See Appendix 5](#)).

(12) Requirements Package Submission. The result of steps 1-11 above will be several key documents to include: [PRS](#), [PWS](#), [PAP](#), [IGE](#), [Lease vs. Buy analysis](#) if required and the results of the market research performed during requirements analysis. These documents, along with the Purchase Request ([PR](#)) which funds the requirement are submitted to contracting through [PRWeb](#) or alternate means if available. (See appendices).

b. Steps for “Competed” requirement. There are a number of Acts, Laws and Statutes that govern the contracting process. One could argue the most significant of which is the Competition in Contracting Act (CICA) of 1984. The CICA, Public Law 98-369, requires, with limited exceptions, that contracting officers promote and provide for full and open competition. 10 U.S.C. 2304 and 41 U.S.C. 253 require, with certain limited exceptions, that contracting officers shall promote and provide for full and open competition in soliciting offers and awarding Government contracts. In order to compete a requirement in the open market, on Federal Supply Schedule or under Multiple Award Task Order (MATO) contracts, several steps must occur to include:

- Proper completion of requirements analysis by requiring activity ([see page 13 para 4](#)).
- Preparation and submission of a complete requirements package to contracting to include PR, IGE, PWS, MEDCOM approvals for services, Lease vs. Buy analysis etc.).
- Review by contracting officer and subsequent determination of acquisition strategy.
- Preparation (by the RCO) of a small business coordination record if required, acquisition plan if required, source selection evaluation plan and solicitation.
- Reviews and approvals as required (Legal, PARC etc.).
- Public notice as required.
- Posting of the solicitation on the government portal (generally 2 weeks to 30 days).
- Receipt and subsequent review of submitted proposals.
- Discussion, clarification or negotiations with offerors when necessary.
- Source selection evaluation and identification of awardee.
- Completion of award documentation and notice to unsuccessful offerors.
- Public notice of award as required.
- Response to protest as required.
- MTF credentialing process for required FTEs.
- Begin performance.

c. Steps for “Clinical Support Agreements” (CSAs). CSAs offer another option when contracting for HCPs. CSAs are a method of contracting where a Task Order is issued against the Tricare contract. CSAs have a timeline to follow which includes:

- Proper completion of requirements analysis by requiring activity (([see page 13 para 4](#)).
- Preparation and submission of a complete requirements package to contracting to include PR, IGE, PWS, MEDCOM approvals for services etc.).
- Review by contracting officer.
- Reviews and approvals as required (Legal, PARC etc.).
- Submission of requirement to Contractor according to TRO-S or N procedures.
- Receipt and subsequent review submitted proposal (contractor has 30 days to respond).
- Discussion, clarification or negotiation with Contractor if necessary.
- Issue Task Order.
- MTF credentialing process.
- Begin performance (contractor has 90 days).

d. Steps for “Contracting with individuals” or Individual Set-Asides (ISA). ISAs are generally reserved for difficult to fill/recruit specialties. ISAs are the least preferred method (and usually the last resort) due to the increase in resources required to administer ISAs by both contracting and the MTF. It is much easier for both parties to administer a single contract or Task Order for several HCPs than it is to administer a contract or Task Order for each HCP. The second issue stems from many HCPs lack of experience in being both a “business” and HCP when they are the recipient of an ISA. The contractor has to complete the tasks normally reserved for the staffing requiring activity which includes proposal preparation and submission, invoice preparation and submission, and constant interaction with government acquisition personnel. To even be considered for an ISA, the recommended individual will have to have a Taxpayer Identification Number (TIN), a Dun & Bradstreet (D&B) number and be registered in both the Government's Central Contractor Registration (CCR) and Online Representations and Certifications Application (ORCA). There is a proper method to pursue ISAs and it entails the following process:

- Proper completion of requirements analysis by requiring activity (see page 13 para 4).
- Preparation/submission of complete requirements package to contracting which includes suggested advertisement of position and the MTF's desired method (local newspaper, Mercury or similar publication etc.) as well as the PR, IGE, PWS, MEDCOM approvals for services etc.).
- Review of requirements package by contracting officer and approval of advertisement.
- Reviews and approvals as required (Legal, PARC etc.).
- Submission of advertisement by requiring activity with instructions for offerors to submit CV to contracting office.
- Receipt and subsequent review of CVs by the contracting officer.
- Submission of qualifying CVs to MTF for review and ranking (MTF sends rank order).
- Contracting Officer discussion, clarification and negotiation with highest ranked offeror(s) until agreement reached.
- Announcement of awardee and referral to MTF.
- MTF credentialing process.
- Begin performance.

5. STATUS, STATUS, STATUS. Need to check on your requirement? Once your requirement has been entered into PRWeb it can be tracked through the requiring activity and resource management in “View Approval History”. Once your requirement enters contracting, open “Purchase Request” then select “PR Status Report” to identify your contract specialist in the “PD2 Owner” box to inquire about the status. Just search by your requisition number.

Another option available to check purchase request status is a web-based Customer Service Module which provides feedback to PD2 and PRWEB users. Simply go to the URL below:

<https://secleebiis.sdcl.lee.army.mil/login.html>

Once there,

- Click on “Login with CAC”
- You will see: Certificate Validated. You will be logged into the ACBIS Portal Page Shortly.
- You will see: U.S. Army Contracting Business Intelligence
- In the middle of the page beneath the Army Contracting Business Intelligence “Coin” you will see ACBIS Reports; Acquisition Planning Module; Acquisition Planning Module User Guide (PDF); and Customer Service Module (Purchase Request Status)
- Select Customer Service Module
- Click on Search on a Purchase Request Status

- Enter the PR Number (no other information is required)
- Select “Search”
- Status of the [PR](#) will appear
- You may continue to search for other PRs by selecting the “Search again” button

Still need status? Contact the GPRCO Customer Service Line at (210)916-5190.

## 6. DESCRIPTION OF SUPPLIES

a. It is the responsibility of the requesting activity, acting in conjunction with technical and supply personnel, to prepare a purchase request that clearly and thoroughly describes the requirement. All pertinent brochures, descriptive literature, or other data describing the requirement must accompany the purchase request. Failure to specify essential information such as color, size, weight, accessories, options, installation requirements, etc., delays the procurement process and often results in incorrect items being received. Purchase descriptions must also be written in a manner that permits a maximum degree of competition.

Requirements may be described using any of the following techniques:

b. Purchase description of the required supply or service expressed in common or generic terms. Description must clearly and completely identify the requirement and will normally include the common nomenclature, kind of material, electrical data, dimensions, size or capacity, restrictive environmental conditions, intended use, equipment to be used with and or pertinent data which describes the item, material, or service. Specifications should only state the Government’s minimum needs. Restrictive descriptions that unnecessarily limit the number of potential suppliers shall be avoided.

c. “Brand name or equal” purchase descriptions can be used to identify commercial items. This type of description must identify the manufacturer of the referenced product and the applicable model number, followed by the words “or equal” (which distinguishes from a sole source request). A description list of the salient physical and functional characteristics found in the referenced item, which are essential to the needs of the Government, must also be provided. Purchase requests that merely identify a characteristic or a sole source justification are unacceptable. Multiple brand name designations should be supplied when more than one product is known to meet the Government’s needs.

d. Single brand name or sole source purchase descriptions can be used when only one firm can reportedly satisfy the Government’s minimum needs. This type of description must include much of the same information outlined in (a) and (b) above however it must also include a written statement fully justifying the request for a “sole source” purchase. This must accompany any purchase request, which is based upon the product of a single supplier. Sole source justifications are discussed in detail in Appendix 6.

7. DESCRIPTION OF SERVICES. A service contract may be either non-personal or personal. It can cover services performed by either professional or nonprofessional personnel. “Non-personal services contract” means a contract under which the personnel rendering the services **are not** subject to the supervision and control the Government exercises over its employees. Simply stated, nonpersonal contract employees do not take direction from any Government personnel, regardless of rank. Even the COR has no authority over a contractor's employees. Maintenance and housekeeping are good examples of non-personal services contracts. A personal services contract is characterized by the employer-employee relationship it creates between the Government and the contractor’s personnel. Contractor

personnel are subject to the relatively continuous supervision and control of a Government officer or employee. Direct health care providers (DHCPs) are the most common personal service contract for our customers. Personal service contracts are generally prohibited by the [FAR Part 37](#), however, MEDCOM has the authority to enter into personal service contracts for direct health care providers. For additional guidance on Government personnel and contractor relationships see [Appendix 10](#), MEDCOM Reg 715-3, Contractor/Contractor's Employees and MEDCOM Personal Relationships. For assistance with developing a PWS that adequately describes your service, see [Appendix 5](#). When requesting services make sure you are able to describe:

- a. What is to be accomplished?
- b. What performance standard the contractor must meet.
- c. How you intend to measure the performance standards.
- d. How you intend to monitor the contractor's performance.
- e. Any unique qualities a contractor must have to perform the desired services such as training, licensure, certifications etc.

## CHAPTER 6

### DIRECT HEALTH CARE PROVIDERS

1. GENERAL. Title 10 U.S.C. 1091 authorizes the Secretary of Defense to enter into personnel service contracts to carry out health care responsibilities in medical treatment facilities. This statute establishes the procedures that will be utilized when processing actions for Direct Health Care Providers (DHCP). Additionally the statute establishes the maximum compensation that can be provided to any individual under a personal service contract.

a. The acquisition procedures for these contracts are streamlined; however, a PWS is still required. If you have a requirement and no existing [PWS](#), you can contact GPRCO and we will provide a sample [PWS](#) that may meet your needs. Please submit your tailored [PWS](#) with your PR&C. [Appendix 5](#) has a sample [PWS](#).

b. A Personal Services Contract (PSC) can be with an individual health care provider or with a company. A Personal Services Contract is a contract under which the personnel rendering the services are subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. It creates an employer-employee relationship between the Government and the individual health care provider (HCP). Any personal injury claims alleging negligence by the individual HCP within the scope of their PSC shall be processed by DOD as claims alleging negligence by DOD military or civil services HCPs. The PSC does not create an employer-employee relationship between the Government and any corporation, partnership, business association or other party or legal entity with which the individual HCP may be associated; however, the employer-employee relationship still exists between the Government and the HCP.

c. A Nonpersonal Services Contract is a contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. Medical malpractice liability insurance is required.

d. What do you need to consider when requesting DHCPs?

(1) Is your [PWS](#) detailed and clearly stated? If you anticipate using iMAP or other multiple award task order contracts (MATO), have you included an addendum that identifies how your requirement differs from the basic contract?

(2) Is your [IGE](#) current and valid? Historical estimates often do not reflect the current marketplace and can hinder your procurement process.

(3) Are there additional sources available? Provide the names of any potential sources you may know of.

(4) Pay special attention to the unique qualities of your requirement and identify these to GPRCO.

## CHAPTER 7

### RECURRING REQUIREMENTS

1. GENERAL. Items for which you have a recurring demand or requirement should be purchased utilizing a contract action that will cover the total annual requirement. This allows you to reduce redundant paperwork and to have the opportunity of obtaining price breaks for larger quantities. There are contract vehicles available that you can utilize even if you don't know the exact quantity or the exact delivery date. This section will explain some of the options available to you. When you think you may have a recurring requirement discuss these options and other possible options with GPRCO to find out what would be the best approach to meet your particular needs.

2. INDEFINITE-DELIVERY CONTRACTS. There are three types of indefinite-delivery contracts: definite-quantity contracts, requirement contracts, and indefinite-quantity contracts. These contracts may be used to acquire supplies or services when the exact time and/or quantities of future deliveries are not known at the time of contract award. These various types of indefinite-delivery contracts provide different advantages. Both indefinite-quantity contracts and requirements contracts provide

- a. Flexibility in both quantities and delivery scheduling; and
- b. Ordering of supplies or services after requirements materialize.
- c. When considering the best type of contract for your recurring requirement just remember,

(1) A definite-quantity contract

- provides for delivery of a **definite quantity** of specific supplies/services,
- for a fixed period,
- with deliveries/performance to be scheduled at designated locations when ordered.

(2) A requirements contract

- provides for filling **all actual purchase requirements** for supplies or services,
- during a specified contract period,
- with deliveries/performance to be scheduled by placing orders with the contractor.

(3) An indefinite-quantity contract

- provides for an indefinite **quantity**, of supplies/services,
- **within stated limits**,
- during a fixed period,
- with deliveries/performance to be scheduled by placing orders with the contractor.

d. An indefinite-quantity contract should be used when the activity cannot predetermine, above a specified minimum, the precise quantities of supplies or services that will be required during the contract period, and it is inadvisable for the Government to commit itself for more than a minimum quantity. An indefinite-quantity contract should be used only when a recurring need is anticipated.



## CHAPTER 8

### MODIFICATIONS TO YOUR REQUIREMENT AFTER AWARD

1. GENERAL. During the life of your contract there may be unforeseen circumstances that precipitate changes to your contract. Only the KO can legally change a contractual arrangement. These changes or modifications can be made by the KO either unilaterally or bilaterally.

#### 2. TYPES OF CONTRACT MODIFICATIONS

a. A unilateral modification is signed only by the KO and used to make administrative changes, issue change orders, issue termination notices, and make changes authorized by clauses such as the Options clause and the Suspension of Work clause.

b. A bilateral modification or “supplemental agreement” is signed by the contractor and the KO. Bilateral modifications often address changes in scope, changes in the requirement (upward or downward) changes in price/contract costs. A bilateral modification can be used to reflect any agreement of the parties modifying the terms of a contract. Before your KO can sign any modification that causes or will cause an increase in contract price, funds must be certified.

3. If you need to change your requirement the contracting office will want supporting documents. As you collect and prepare your modification request remember to include in your request package:

a. Written correspondence requesting the change. This is generally a PRWeb PR with “MOD” in the PR Number block or MEDCOM Form 768-R. Specify the contract number and delivery or task order number. Indicate the contract line item (CLIN) that is affected. Indicate quantity increases or decreases.

b. Document detailing any changes to technical requirements, Performance Work Statement ([PWS](#)) and Quality Assurance Surveillance Plan (QASP) or Performance Assessment Plan ([PAP](#)).

c. Appropriate concurrences (Medical Maintenance, Property Book, Information Management and Facilities Management).

d. Period of performance governed by modification (should reflect a future date to allow GPRCO ample time to process the request).

e. Appropriate funding for the proposed change.

4. If your activity is anticipating or planning a change to your contract:

a. Do not discuss Government estimates or funding with the contractor.

b. Do not make verbal agreements with the contractor in anticipation of a proposed change.

c. Do not authorize or agree to changes in contract performance in anticipation of a proposed change (i.e. allowing the contractor to work hours not available under the current contract)

d. Do not agree to or direct changes to the delivery schedule as stated in the written contract.

e. Do not attempt to offset performance deficiencies or accept performance deficiencies in anticipation of a proposed change.

f. Do not promise consideration for future contracts or anticipated work.



## CHAPTER 9

### CUSTOMER POST AWARD RESPONSIBILITIES

#### 1. SUPPLIES - RECEIPT AND ACCEPTANCE

a. GENERAL. The Central Receiving Point (CRP), generally Medical Materiel, Property Management, or Medical Maintenance is responsible for completing a receiving report after the receipt of supplies and or completion of services (i.e.; lease or repair of equipment). If a CRP does not receive a commodity or does not have oversight of the services being performed then you, as the requiring activity, are responsible for conducting an inspection of supplies and/or services for all locally purchased items.

b. INSPECTION OF SUPPLIES. Supplies should be inspected at the time they are received. You should look for obvious damage and if the quantity ordered, shipped and received is the same. Additionally, you should validate that the item ordered is the item received. You should contact the KO to obtain timely assistance in correcting deficiencies/discrepancies. Discrepancies must be explained in sufficient detail in order to give the KO sufficient information to correct the problem with the vendor/contractor. For actions which you have been formally appointed as a [COR](#) and a formal [QASP/PAP](#) has been developed, utilize the checklist from the plan to annotate results of your inspection.

#### c. INVOICING AND RECEIVING REPORTS.

(1) Army and other DoD agencies utilize Wide Area Workflow-RA (WAWF-RA), a secure internet-based system for electronic invoicing, receipt and acceptance. Use of WAWF is mandatory for GPRCO contracts. Only authorized users are able to access documents and records, with access controlled through the user registration process. Depending upon your organizational structure, Logistics or your department head appoints authorized users. Users may be inspectors or acceptors and are named in the “receiving report” section of the contract. Detailed information and training is available on line at <http://www.wawftraining.com/>. Logistics may also provide local training for users.

(2) Under the WAWF-RA process the contractor submits electronic 2-in-1 invoice which generates a receiving report instead of paper DD 250s. Once contractor receiving reports are submitted, authorized Government users (inspectors and acceptors) are notified electronically of pending actions. This gives the authorized Government user the ability to review the invoice and receiving documents and accept or reject the documents. If accepted, the contractor receives payment via electronic funds transfer. If rejected, the contractor is notified electronically and the contractor should correct the invoice and resubmit a revised one electronically.

#### d. CONTRACTOR PAYMENT

(1) Once the authorized Government user reviews and accepts documents in WAWF, documents are electronically matched and fed to a payment system (for GPRCO contracts it is CAPS-W or Computerized Accounts Payable for Windows). The CAPS-W reviews and certifies payment then initiates contractor payment via electronic funds transfer.

(2) Delays in processing payments cost the Government money in the form of interest paid, discounts lost and additional personnel costs. Federal agencies are required by law to pay vendors in a

timely manner. Bottom line,...do your part to get your contractors paid in a timely fashion....inspect, accept or reject.

## 2. SERVICES – INSPECTION AND ACCEPTANCE OF SERVICES

a. GENERAL. Inspection of services can vary tremendously. Your tasks could include simple inspection of services performed, inspection of workmanship, compliance with maintenance standards, identification of defects, testing and inspection of material furnished or utilized in the performance of services. The primary question for the government inspector is....does the service you are inspecting conform to the standard of the contract?

### b. INSPECTION OF SERVICES

(1) Services, such as leased equipment, will be inspected at the time they are received and at the completion of the lease. The intent is to ensure that existing damage is not assumed to be caused by the Government and later claimed by the vendor. You must in-process leased equipment with Medical Maintenance and Property Management. Submitted invoices and receiving reports must be reviewed in [WAWF-RA](#) in a timely manner to allow the contractor to be paid.

(2) Services, such as housekeeping, organist, and medical technicians, will be inspected during the performance of the service according to the [QASP/PAP](#). Additionally if the [COR](#) identifies deficiencies and the contract does not have a [QASP/PAP](#), the KO must be notified by annotating problems in a Memorandum immediately. Submitted invoices and receiving reports must be reviewed in [WAWF-RA](#).

(3) Services, such as DHCP will be inspected throughout the life of the contract according to the performance measures detailed in the [PWS](#). Timesheets, reports and other tangible documents shall be reviewed monthly (or other cycles as specified in the contract) by the [COR](#) to ensure authorized hours are not exceeded causing an unauthorized commitment ([see Chapter 9](#)). Again, submitted invoices and receiving reports must be reviewed in [WAWF-RA](#).

### c. CONTRACT PERFORMANCE

(1) Day to day monitoring of service contract and task order performance is performed by the designated [COR](#). The [COR](#) is the resident technical expert, the KO's eyes and ears, and the Government's first line of notification in the event of inadequate contract performance. As an appointed [COR](#) you have the authority to redirect your contractor to performance as stated in the contract. For successful contract performance, it is critical to notify the KO that the contractor's performance is below an acceptable level.

(2) If you are having contract performance problems call and discuss the matter with your KO as soon as possible. If performance discrepancies are complex or ongoing:

(a) Provide written notification of the problem by memo or email to your KO.

(b) Provide copies (or forward by email) of any correspondence emails/memos with the contractor related to the discrepancy.

(c) Indicate the area of contractor non-compliance ([PWS](#), local guidance, regulation, etc).

(3) Remember, your contractor understands instructions and directives from the KO are binding and enforceable. Attempting to resolve performance discrepancies without KO involvement can result in additional costs to your contract, significant delays in resolution, unplanned cost to the Government such as termination and claims against the Government, as well as compromises in patient care.

#### d. CONTRACTOR PAYMENT AND PAYMENT PROBLEMS

(1) Delays in processing payments for services can be very visible because they often times involve payments to small businesses or individual providers. The negative impact can be immediate to a contractor's ability to continue performance on your contract. Our reputation within the medical supplier and provider communities can affect the Government's ability to obtain quotes on requirements and respondents to fill positions on future service contracts. Under the Prompt payment act the Government is required to make invoice payments 30 days after delivery (for supplies) or acceptance (for services) and pay additional interest if payment is made after the due date.

(2) Contractor payment inquiries should be directed to the person identified in the Receiving Reports section of the contract (inspectors, acceptors or [CORs](#)) **first**. These individuals can verify if submitted documents have been received and accepted. If a contractor can not resolve payment problems within the payment cycle (approximately 30 days), the contract administrator (listed in block 16 of the contract) should be contacted. Never allow payment problems to continue more than two (2) payment cycles without notifying your KO.

## CHAPTER 10

### CONTRACTING OFFICER'S REPRESENTATIVE

#### 1. GENERAL

a. A Contracting Officer's Representative (COR) is an individual that has been designated by a KO to assist in the technical monitoring or administration of a contract. It is the contracting officer who makes a determination that a COR is needed to assist in the administration of a contract and it is your responsibility as the requesting activity to nominate individuals for that position when requested by the KO. See Appendix 11 for a sample nomination letter.

b. The COR must be a Government employee unless otherwise authorized by MEDCOM regulations. Additionally, the COR must be qualified by training and experience commensurate with the responsibilities to be delegated. To qualify for COR/ACOR nomination, individuals are required to complete certified COR training offered by the Defense Acquisition University (DAU), Army Logistics Management College (ALMC) or as provided by your service contracting office (GPRCO etc.) or other approved local sources. The DAU online continuous learning courses are available at <https://learn.dau.mil>.

##### (1). Initial COR Training.

(a) Completion of DAU Continuous Learning Course (CLC) 106, COR with a Mission Focus. This course provides 8 hours of continuous learning credit.

**or**

(b) Army Logistics Management College (ALMC) COR Course (ALMC-CL). This course provides the student with an overall view of the contracting process, with the major emphasis in contract administration. CORs/ACORs may apply for this training at <https://www.atrrs.army.mil/channels/aitas/>. This is a one week resident course offered at Fort Lee, Virginia and throughout the United States at satellite locations.

**or**

(c) The U.S. Army Medical Command Health Care Acquisition Activity (HCAA) sponsors a resident COR Course presented by its Regional Contracting Offices (RCO), such as GPRCO. This 3-day course is generally offered quarterly. Contact your Contracting Officer for details on available training or GPRCO Customer Service at (210) 916-5190.

(2) Continuous Learning. COR/ACORs are encouraged to complete additional acquisition related training. DAU has a list of continuous learning modules/courses designated for the contracting career field. Upon completion of training, COR/ACORs should provide a copy of course completion certificates to their appointing KO. The following courses are recommended:

- **CLC 011**, Contracting for the Rest of Us, (2 CLPs)
- **CLM 024**, Contracting Overview, (8 CLPs)
- **CLC 012**, COR Overview (HCAA), (4 CLPs)
- **CLC 013**, Performance-Based Services Acquisition, (6 CLPs)
- **CLC 005**, Simplified Acquisition Procedures Overview, (2 CLPs)

- **CLC 004**, Market Research, (3 CLPs)
- **CLC 018**, Contractual Incentives, (3 CLPs)
- **CLC 007**, Contract Source Selection, (1 CLP)
- **CLC 030**, Essentials of Interagency Acquisitions, (2.5 CLPs)
- **CLC 006**, Contract Termination, (2 CLPs)

(3) Refresher Training. COR Refresher Training requires completion of the Defense Acquisition University (DAU) continuous learning course, CLC 106, COR with a Mission Focus, or one of the above mentioned resident courses every three years.

(4) Mandatory Annual Ethics and Acquisition Ethics Training. The Secretary of the Army has personally directed the development of special acquisition ethics training for the Army acquisition workforce. This training is generally separate and apart from annual face-to-face ethics training but may be combined at the discretion of local Staff/Center Judge Advocate. Currently, every Army Soldier and Civilian involved in the acquisition process, to include CORs, must take this training annually. CORs/ACORs shall submit evidence of this training to the appointing KO as long as it remains a requirement.

c. The COR appointment letter must specify:

- (1) The extent of the COR's authority to act on behalf of the KO.
- (2) The limitations of the COR's authority.
- (3) The period covered by the designation.
- (4) Authority can not be re-delegated.
- (5) That the COR may be personally liable for unauthorized acts.

d. The COR must maintain a file for each contract assigned. This file must include at a minimum:

- (1) A copy of the contracting officer's letter of designation and other documentation describing the COR's duties and responsibilities.
- (2) Documentation of actions taken according to the delegation authority.

e. Other COR Resources: There is a "COR Community" online at the DoD AT&L Acquisition Community Connection <https://acc.dau.mil/COR>. This site is a wealth of resources for CORs/ACORs and includes a forum for discussion, FAQs and interaction with professionals.

NOTE: If you are designated a COR, ensure that you have received a copy of the HCAA Desktop Guide for Contracting Officer's Representatives.

## CHAPTER 11

### SPECIAL TRANSACTIONS

1. BLANKET PURCHASE AGREEMENTS (BPAs). Another contract vehicle available to GPRCO customers is the Blanket Purchase Agreement or BPA. The BPA offers a simplified method of filing anticipated repetitive needs for supplies or services by establishing charge accounts with qualified sources. BPA's are agreements to terms and conditions, which if not set forth under a basic agreement would have to be negotiated each time the item is sought in the market place. BPA's are agreements not formal contracts. The advantage is the Government is not obligated to place any orders, and the vendor is not obligated to accept any orders. The BPA can be canceled by either party at any time. A BPA is not enforceable against either party. An enforceable contract exists only when the Government places a call against the BPA and the vendor accepts that call.

a. To establish a BPA requiring activities must provide:

(1) A memorandum stating the requirement, estimated annual dollars, call order limits for each individual purchase, and individual(s) to be appointed as BPA caller.

(2) Market research for the requirement.

(3) Purchase Request and Commitment (PR&C) requisition number. Your requirement must be entered in [PRWeb](#) but for BPAs, funding is not required to establish the BPA.

(4) For supplies - list detailed item descriptions with catalogue numbers or part numbers if available.

(5) For services - prepare a Performance Work Statement (PWS) for each category of service.

(6) [Sole Source Justification](#) (if required).

b. A contracting officer must still meet competition requirements and make a fair and reasonable determination for the prices quoted by the qualified source. When the BPA is established, the pricing is attached and the caller may begin to make orders against the BPA.

c. Payments for orders placed against GPRCO BPAs are made with the GPC. Funding is provided by PR&C (DA Form 3953) through the GPC cardholder account. For many GPRCO customers, the BPA caller and the GPC cardholder is the same person.

d. When utilizing your BPA keep in mind:

(1) All individuals appointed to purchase from a BPA are required to attend training on BPA ordering and provide all files for review when requested by the GPRCO.

(2) BPA users' will maintain all call order documentation according to the guidance provided by the GPC program coordinator. Documentation shall be available for inspections at any time and will be reviewed annually during the scheduled GPC surveillance visit.

2. NO COST LOAN AGREEMENTS (EQUIPMENT LOANS OR TESTS). There may be instances when you are not sure if a piece of equipment will accomplish the mission. The vendor(s) may be willing to allow you to test the equipment prior to deciding if you want to purchase it or a similar piece of equipment. In these instances, an agreement between the vendor and the Government can be initiated which allows the vendor to loan the equipment to the Government for a test period. GPRCO may approve these agreements for periods of 30 days. For periods longer than 30 days, the request is processed through GPRCO to the MEDCOM Healthcare Acquisition Activity for approval. A sample format for the memorandum can be found in Appendix 7.

a. Requests for loan agreements will be forwarded on a memorandum providing the following information:

(1) Item nomenclature

(2) Quantity

(3) Location where the item will be placed

(4) Period of loan (normally not more than 30 days)

(5) Name and telephone number of individual in activity that will be responsible for item.

(6) Name, address, and phone number of company

(7) Purpose of loan:

(a) Loans for demonstration and examinations require administrative approvals according to AR 40-61, which must accompany the request.

(b) Voluntary loans to replace items removed for repair will provide the purchase request number against which the repair is being performed.

b. GPRCO will contact the vendor to obtain their signature on the necessary paperwork. Upon signature of the vendor and the KO, you will be notified by the GPRCO. You may then have the equipment delivered for the test period.

c. You must ensure that you coordinate the arrival of the equipment with both Property Management Branch and Medical Maintenance, who must maintain temporary accountability records.

d. Upon the expiration of the agreement (30 days) you must give GPRCO notification that the equipment has been returned to the vendor.

e. Exercise caution when initiating these types of agreements. Vendors may expect to get something in return for no cost loan equipment. If they state that a piece of equipment is free or for only one dollar per annual lease, they are expecting that you will be purchasing something else from them, normally the supplies that operate the equipment. Generally the supplies have a marked up value, as the industry standard is to give or lease the equipment in exchange for the purchase of the equipment. It is a way of locking you into them for a source of supply. No cost equipment or leased equipment should be evaluated on a total cost basis (equipment and associated supplies).

3. GRATUITOUS AGREEMENTS. The Government can accept no-cost services from private industry for demonstration, training or other purposes if the arrangement has been formalized. For training arrangements, the Chief of Graduate Education normally initiates the request. The agreement is reviewed for legal sufficiency then forwarded to GPRCO for signatures.

a. A gratuitous agreement must:

- (1) Clearly define the status of all parties involved.
- (2) State there is and will be no cost to the Government.
- (3) State the legal liability of the Government.
- (4) State timeframes and other limitations of the agreement.

b. If you are interested in securing services from a vendor or other private industry sources at no cost to the Government, contact GPRCO for the minimum requirements and document format.

#### 4. LEASE VERSUS PURCHASE OPTIONS.

a. The decision to lease/rent rather than purchase must be made on a case by case basis when clearly it is in the best interest of the Government. The following are the situations where lease/rentals are generally considered prudent:

- (1) Item is not for sale.
- (2) Item is needed for one-time, short-term requirement of 6 months or less.
- (3) Item will become obsolete within 1 year due to substantial technological advancements.
- (4) Lease/rental can be shown through economic analysis to be cheaper than purchase.

b. All purchase requests for items with an annual lease/rental cost of less than \$3,000 must be accompanied by a narrative justification for the lease/rental and an economic analysis comparing the cost of rental vs. purchase. Analysis will consider all related expenses (maintenance, operating supplies, salvage, etc.) over the life of the item. Assistance in preparing this document can be obtained by contacting your appropriate comptroller or fiscal officer. A sample memo format is provided in [Appendix 8](#) of this handbook. The documentation must be approved by your comptroller or fiscal officer before forwarding along with your purchase request to GPRCO.

c. All purchase requests for lease/rental with an annual cost of \$3000 or more, must be accompanied with approval by MEDCOM. Procedures for requesting this approval is outlined in AR 310-34 and appropriate MEDCOM supplements.

5. EXCHANGE OF NONEXCESS PERSONAL PROPERTY. It is DOD policy to use exchange processing for replacing non-excess items. This allows for the exchange of personal property and application of the exchange allowance to the acquisition of similar property.



a. Exchange property is defined as non-excess property eligible for replacement because for obsolescence, unserviceability, or other valid reason. It is exchanged and applied as whole or partial payment allowance toward the acquisition of similar items. Similar Items are for the purpose of exchange transactions, both the item being acquired and the item being replaced must fall within one of the single generic categories listed in DoD 4140.1-R, Chapter 6.2., and they must be used to meet the same requirements.

b. The purchase request for any procurement involving exchange must be accompanied by a certification that the property is eligible for exchange and complies with all conditions and limitations specified in DoD 4140.1-R, Chapter 6.2. This includes a written administrative determination of economic advantage, which must be done in coordination with Property Management and Medical Maintenance. The determination must include:

(1) A description of the property available for exchange (e.g., nomenclature, location, serial number, estimated travel value).

(2) The anticipated economic advantage to the Government resulting from the use of the exchange authority.

(3) That exchange allowances shall be applied toward or in partial payment for the items to be acquired.

(4) That if required the exchange property has been rendered safe or innocuous, or has been demilitarized.

6. MEDICAL BOOKS AND PERIODICALS. Requests for professional books, textbooks, journals, medical or technical subscriptions for all activities must be submitted through the administrative librarian / accountable officer and must bear the signature of the appropriate authority. The submission of publication subscription for periodicals longer than one (1) year is authorized and encouraged. Accountable officers will initiate purchase requests. For purchases under \$2,500 the GPC should be used. Requirements exceeding \$2,500 must be entered into [PRWeb](#).

7. GUEST SPEAKERS. This guidance applies to requests for guest speakers if the total cost exceeds \$2,500. If the costs do not exceed \$2,500, the GPC should be used.

a. Purchase requests for guest speakers are to be forwarded through the Chief, Medical Education or other locally designated authority. The purchase request should provide a breakout of cost as follows:

(1) Honorarium

(2) Air travel or mileage reimbursement

(3) Local per diem costs (Hotel, taxi, etc.)

(4) Other expenses.

b. There is a regulatory limit on the amount that may be paid for honorariums and requirements to exceed that dollar threshold must be approved at the next higher command. This means that honorariums greater than \$500 would have to be forwarded to MEDCOM for approval. In addition remember that travel costs are restricted to same authorizations as that of Government employees under the Joint Travel Regulations.

## CHAPTER 12

### RATIFICATION OF UNAUTHORIZED COMMITMENTS

#### 1. GENERAL.

a. An unauthorized commitment is any agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government. Only warranted KOs have the authority to enter into agreements on behalf of the Government. *Ratification* (“Rat”) is the act of approving an unauthorized commitment by an official who has the authority to do so. This guidance does not apply to GPC/Purchase Card transactions. Please contact your Agency Program Coordinator (A/OPC) for detailed instructions concerning the GPC Ratification Process.

b. The procedures for doing a ratification are paperwork intensive on the part of the individual who caused the unauthorized commitment. **Processing the paperwork does not guarantee that it will be approved. If a ratification is not approved the individual who caused the commitment may find they are liable and must pay the vendor/contractor. The Commander may impose, based upon the circumstances, other disciplinary action as appropriate.**

#### 2. RATIFICATION PROCEDURES

a. MEDCOM Pam 715-2, provided in [Appendix 10](#), outlines details for processing ratifications. When you suspect an unauthorized commitment has occurred, immediately notify the GPRCO Ratification Officer to begin the process. The individual who made the unauthorized commitment shall notify their Commander, Director, or Staff Chief as appropriate. Commanders, Directors, and Staff Chiefs shall complete MEDCOM Form 747-R after learning of the existence of the unauthorized commitment. The documentation shall include:

(1) A signed statement describing the circumstances, the reason normal contracting procedures were not followed, what bona fide Government requirement necessitated the commitment, the benefit received and its value, and any other pertinent facts; and

(2) All other relevant documents to include: orders, invoices, or other evidence of the transaction.

b. The Commander will concur/non-concur with the ratification and:

(1) Verify the accuracy and completeness of the documentation;

(2) Describe the measures taken to prevent a recurrence of unauthorized commitments, including a description of any disciplinary action taken; and

(3) Provide a complete purchase description and funding for the ratifying contract. All appropriate approval levels and fund certifying officers must sign the purchase request. Additionally, the Resource Management Office must endorse the package with a statement that **“Funds are available and were available at the time the unauthorized commitment was made.”**

(4) Forward the documentation to the Hospital Commander for final concurrence/non-concurrence.

c. The Hospital Commander will concur/non-concur with the ratification and forward the documentation to GPRCO with an endorsement.

d. GPRCO will review the ratification package for adequacy of all facts, records, and documents furnished and for requesting any additional materiel that may be required. The package is forwarded for legal contract review/concurrence and returned to GPRCO. GPRCO then makes a recommendation as to whether or not the transaction should be ratified and reasons for the recommendation. If the recommendation is not to ratify the action a recommendation should include whether or not the matter should be processed under [FAR Part 50](#) as a GAO claim or some other way. The GPRCO Chief of Contracting has the authority to approve ratifications under \$10,000. Ratification packages \$10,000 - \$100,000 must be forwarded to the MEDCOM Health Care Acquisition Activity for Principle Assistant Responsible for Contracting (PARC) approval. Ratification packages exceeding \$100,000 must be forwarded to the Head of Contracting Activity (HCA) for approval.

## CHAPTER 13

### GLOSSARY AND ACRONYMS

**Acquiline / PRWeb:** is the direct paperless channel between a customer and the contracting organization's PD2 database. Acquiline allows the creation of PRs with attachments, routing, funds certifications, tracking and submission to the contracting office.

**Army Single Face to Industry (ASFI):** is a website where Army activities post solicitations for review by vendors, enabling maximum competition and in support of the federal requirement to be paperless.

**Brand Name or Equal:** An acquisition that uses a brand name description or other purchase description to specify a particular brand name, product, or feature of a product, peculiar to one manufacturer.

**Blanket Purchase Agreement (BPA):** is a simplified method of filling anticipated repetitive needs for supplies or services by establishing "charge accounts" with qualified sources of supply.

**Bulk Funding:** is a system whereby a contracting officer receives authorization from a fiscal and accounting officer to obligate funds on purchase documents against a specified lump sum. The funds are reserved for the purpose of a specified period of time rather than obtaining individual obligation authority on each purchase document. Bulk funds are also used to establish for funding of the Government credit card accounts.

**Commercial Item:** any item evolving from or available in the commercial marketplace that will be available in time to satisfy the user requirement. They are a combination of items customarily combined and sold to the general public. Services (installation, maintenance, training and other) for these items may be procured for federal Government use. These services are offered and sold competitively, in substantial quantities, and are available in the commercial marketplace.

**Contracting Officer's Representative (COR):** Any Government employee, military or civilian, selected and designated by a contracting officer to act as the authorized representative in administering a contract. The appointment of the COR is made simultaneously with the contract award. Prior to contract formalization, the term 'COR designee' is technically correct. The authority and limitations of the COR are cited in the letter of appointment issued by the contracting officer.

**Consumable Supplies:** are supplies consumed in use, such as ammunition, fuel, cleaning and preserving materials, surgical dressings, drugs, or supplies that lose their separate identity in use such as repair parts and building materials. (AR 735-5)

**Defense Accounting Officer:** the staff officer or deputy assigned to perform the duties set forth in the prescribed regulations and charged with maintaining the system of accounts and financial procedures through which the commander's responsibilities are stated and discharged in monetary terms. The Defense Accounting Officer may also be a disbursing officer if public funds are disbursed in connection with assigned duties.

**Defense Finance and Accounting Services (DFAS):** regional finance and accounting offices provide finance and accounting support to the Department of Defense.

**Delivery Order (DO):** an order for supplies placed against an established contract or with Government sources of supply.

**Direct Health Care Providers (DHCP):** an individual who provides direct hands on patient care, either medical or dental. Physicians, Dentists, Nurses, and Radiology Technicians are examples of direct health care providers.

**Electronic Commerce (EC):** the paperless exchange of business information, using electronic data interchange, electronic mail, electronic bulletin boards, electronic fund transfer, and other similar technologies.

**Electronic Data Interchange (EDI):** computer to computer exchange of business data in a standardized format.

**Expendable Items:** items that require no formal accountability after issue from a stock record account. This category consists of items which are consumed during normal usage such as rations, gasoline, office supplies, or are merged into another entity when used for their intended purpose, such as nuts and bolts, construction materiel, repair parts and components and assemblies. (AR 710-2-2, DA Pam 710-2-1, DA Pam 710-2-2, and AR 735-5)

**Government Purchase Card (GPC):** a purchase card, similar in nature to a commercial credit card, issued to authorized agency officials for their use in acquiring supplies and services.

**Micro-purchases:** those purchases which do not exceed \$2500 and are not subject to the Small Business Act reservation requirement, the Buy American Act, or competitive procedures.

**Non-consumable supplies:** supplies not consumed in use and retain their original identity during the period of use, such as weapons, machines, tools, furniture, and fixtures. (AR 735-5)

**Nonexpendable items:** are items that require property book accountability after issue from the stock record account. This category consists of end items of equipment, which are separately identified. (AR 710-2, DA Pam 710-2, DA Pam 710-2-2, AR 735-5)

**Nonpersonal Services:** services being provided to the Government in which personnel rendering them are not subject, either by contract's terms or by the manner of its administration, to the supervision and control of such as a Government employees.

**Option(s):** means a unilateral right in a contract by which, for a specified time, the Government may elect to purchase additional supplies or services called for by the contract, or may elect to extend the term of the contract.

**Ordering Officer:** a representative of the Contracting Officer appointed by the Chief, Great Plains Regional Contracting Office, under the provisions of the Army Federal Acquisition Regulation Supplement (AFARS) Part 213.505-3 for the purpose of procuring mission essential supplies and services in support of a contingency operation or training exercise. GPRCO has no active ordering officers at this time.

**Performance Based Contracting:** structuring all aspects of an acquisition around the purpose of the work to be performed, opposed to the manner by which the work is to be performed or broad and imprecise statements of work.

**Performance Work Statement (PWS)** --A Performance Work Statement is a statement of the technical, functional and performance characteristics of the work to be performed, identifies essential functions to be performed, determines performance factors, including the location of the work, the units of work, the quantity of work units, and the quality and timeliness of the work units.

**Personal Services:** when services are performed by individuals, and by the express terms of a contract or the administration of the contract, the individual appears, in effect to be a Government employee.

**Purchase Order (PO):** an offer by the Government to buy certain supplies, equipment or services from commercial sources, upon specified terms and conditions, the aggregate amount of which does not exceed the simplified acquisition threshold. Either a DD1155 (Order for Supplies or Services) or SF1449 (Solicitation/Contract/Order for Commercial Items) will be utilized to document these contractual actions.

**Simplified Acquisition Procedures (SAP):** the methods prescribed in FAR Part 13 for making purchases of supplies or services using purchase orders, blanket purchase agreements, Government purchase card, or any other appropriate method.

**Task Order:** an order for services issued under a Task Order Contract.

**Task Order Contract:** a contract for services that does not procure or specify a firm quantity, but provides for the issuance of orders for the performance of tasks during the period of the contract.

**Warrant:** specifies the authority a contracting officer has to obligate the Government. The warrant is issued based upon experience, education and business acumen. It will specify the dollar thresholds and types of contracts a contracting officer may obligate.

## ACRONYMS

AFAR	Army Federal Acquisition Regulation Supplement
A/OPC	Agency/Organization Program Coordinator, GPC
ASFI	Army Single Face to Industry
CALT	Contract Administrative Lead Time
CAPS-W	Computerized Accounts Payable for Windows
COR	Contracting Officer's Representative
CRP	Central Receiving Point
DAU & CLC	Defense Acquisition University and Continuous Learning Center
DFAR	Department of Defense Federal Acquisition Regulation Supplement
DHCP	Direct Health Care Providers
EC/EDI	Electronic Commerce/Electronic Data Interchange
FAR	Federal Acquisition Regulation
GPC/IMPAC	Gov't Purchase Card/International Merchant Purchase Authorization Card
HCAA	Health Care Acquisition Activity
IGE	Independent Government Estimate
IMD	Information Management Division
J&A	Justification and Approval
KO	Contracting Officer
MATO	Multiple Award Task Order
PARC	Principal Assistant Responsible for Contracting
PR&C	Purchase Request and Commitment
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
RFQ	Request for Quote
RFP	Request for Proposal
RMD	Resource Management Division
SAF	Subject to Availability of Funds
SAP	Simplified Acquisition Procedures
GPRCO	Great Plains Regional Contracting Office
WAWF	Wide Area Work Flow

## APPENDIX 1

### PREPARING A PURCHASE REQUEST PACKAGE-SUPPLIES

To satisfy your requirement in a timely manner, your contracting office needs to receive a complete purchase request package. Partial packages, missing and unclear information can slow the acquisition process. GPRCO must receive your purchase request AND supporting attachments before we can begin. It is incumbent upon the requester to confirm the purchase request is transmitted through PRWeb and received by GPRCO.

When entering your purchase request in [PRWeb](#) include:

1. A complete description of the supplies including the detail such as manufacturer part number or model number, technical specifications, dimensions to present a clear picture of your requirement to the commercial marketplace. See Chapter 5, paragraph 5 for more information.
2. Required delivery date.
3. Funds cite (required for all PRs including prepositioned requirements and Subject to the Availability of Funds (SAF) actions).
4. Routing group template to ensure supplemental approvals are made for property, IMD, medical maintenance etc.

Your attachments should be sent through [PRWeb](#) with your purchase request. If your attachment files fail to save in [PRWeb](#), you will need to fax them to GPRCO (COM: 210-916-3040 or DSN 429-3040). Please annotate your PR document number on any faxed documents.

Your attachment package should include:

1. Your market research and technical review.
2. Your IGE.
3. Possible sources, one or more current contractor quotes and contact information.

If the requirement is sole source, include a Justification for Other Than Full and Open Competition Memo (see appendix 6).

If the requirement is urgent, include a Priority 03 Memo signed by an 06 or above.

If you are having trouble entering information into [PRWeb](#) or simply want more detail, refer to Appendix 3, Creating a Purchase Request in [PRWeb](#).



## APPENDIX 2

### PREPARING A PURCHASE REQUEST PACKAGE-SERVICES

For services, it is critical for your contracting office to receive a complete purchase request package. Partial packages, missing and unclear information can confuse and slow the acquisition process. GPRCO must receive your purchase request AND supporting attachments before we can begin.

When entering your purchase request in PRWeb include:

1. A complete description of your service requirement to present a clear picture to the commercial marketplace. See Chapter 5, paragraph 6 for more information.
2. Required performance dates.
3. Funds cite (required for all PRs including prepositioned requirements and Subject to the Availability of Funds (SAF) actions).
4. Routing group template to ensure supplemental approvals are made for property, IMD, medical maintenance etc.

Your attachments should be sent through [PRWeb](#) with your purchase request. If your attachment files fail to save in [PRWeb](#), you will need to fax them to GPRCO (COM: 210-916-3040 or DSN: 429-3040). Please annotate your PR document number on any faxed documents.

Your attachment package must include:

1. Your market research.
2. Your PWS and PAP/QASP.
3. MEDCOM Commander approval document
4. Your IGE. (Please refer to Appendix 4 for help with developing your IGE).
5. Your nominee for Contracting Officer Representative (COR).
6. Possible sources, one or more current contractor quotes and contact information.

If the requirement is sole source, also include a Justification for Other Than Full and Open Competition Memo.

If the requirement is urgent, also include Priority 03 Memo signed by an 06 or above.

## APPENDIX 3

### CREATING A PURCHASE REQUEST IN PRWeb

Points to keep in mind when you are creating a PR in PRWeb:

1. **Never** put dashes or spaces in the document number.
2. Always put a priority in the priority tab.
3. Provide a POC and phone number in the Comments box who is familiar with the item you are purchasing and can be contacted if there are questions.
4. If the requirement is Subject to Availability of Funds, put "SAF" in the "Description Box and in the Comments Box.
5. **NEVER** use Contract Level Funding; each line item must be funded.
6. Use the Comments box to provide GSA/VA Schedule number. If you have a quote number, place it there as well.
7. Remember that we are committed to acquiring what you want. We need as much information that you can provide about your item in the "Extended Description". There is plenty of room for you to add anything that you feel would be helpful and describe exactly what you are requesting.
8. **ONLY** "Word" and "Excel" documents will be recognized by our Contracting software PD2.

From the Menu, select **PURCHASE REQUEST** → **NEW**

The PR contains 4 tabs for ease of use and navigation. *Main Form, Line Item, Contracts and Add'l Data.* Each tab provides the ability to input different Requirements information.

To search by GPRCO's Code

Change the radio button to "*CODE*"

Type our PIIN Number into "*Search Criteria*" **W81K00**

*Can we use a GPRMC MTF here for the sample?*

Purchase Request - W33BWPXXXXXXX

File Line Item

**Purchase Request**

Description: FURNITURE (APC1) Purchase Request Number: W33BWPXXXXXXX

Requisition Date: 07-Mar-2003 DPAS Priority Rating: Priority: 06

Main Form Line Item Contracts Add'l Data

Requesting Office: EISENHOWER ARMY MEDICAL CENTER  
PROPERTY BOOK OFFICER  
BLDG 300  
EAST HOSPITAL ROAD  
FORT GORDON GA 30905-6650

Issuing Office: SOUTHEAST REGIONAL CONTRACTING  
ATTN MCAA SE BLDG 39706  
39706 40TH STREET  
FORT GORDON GA 30905-6650

Suggested Vendor(s): MODERN BUSINESS EQUIPMENT INC

Type of Action:

- Small Purchase
- Competed Contract
- Non-Competed Contract
- Manufacturer Sole Source
- Delivery Order
- Task Order
- Grants/Coops Agreement
- Sealed Bid
- FSS/GSA Schedule
- Commercial
- NIB / NISH / FPI

Comments:

VENDOR IS MODERN OFFICE SUPPLY  
POC IS VIRGINIA COUCH, 404-123-4567  
REQUESTING POC IS: POTATO COUCH, 706-954-6659  
GSA CONTRACT NUMBER IS: V797P123456  
PREVIOUS CONTRACT NUMBER IS:  
DADA08-00-F-0001

Warning: Applet Window

This arrow indicates that you must put in a Priority

Note: This is where you put any information that you think we may need that pertains to this acquisition. Requisition Date field defaults to today's date and is not editable.

1. Enter a description of the PR in the **Description** field.
2. Enter a number in the **Purchase Request Number** field. *PLEASE KEEP IN MIND THAT DASHES (-) AND SPACES ARE NOT ALLOWED IN PD2. IF YOU PUT DASHES IN A PR NUMBER, THE PR WILL BE RETURNED TO YOU TO MAKE CHANGES.*
3. Leave DPAS Priority Rating Blank.

4. Enter a priority in the **Priority** field.

The PR opens to the *Main Form* tab. The **Requesting Office** field defaults to the Requesting Office of the contact that was selected when you were provided your log on capability. The **Issuing Office** field defaults to the site-specific Issuing Office address that was selected by the System Administrator.

1. Leave the *Type of Action* button as it defaults. The contracting office will determine what type of action.
2. In the Comments field, enter any specific information that may be required to simplify your purchase, such as: Prior year contract number; Vendor quote number; POC for information that pertains to this action; Vendor information. If vendor cannot be found in the *Vendor Address Search (Suggested Vendor)* See next paragraph.
3. Click the *Add* button in the **Suggested Vendor(s)** field to search the database for a vendor.

*The Vendor Address Search window opens.* The **Search Criteria** field defaults to the universal search symbol (%). The Vendor Search feature will display approved vendors in the PD2 database. You must refine your search by using the **Search By** radio buttons.

4. After entering the search criteria, click the (**Search**) button.
5. Highlight the desired vendor, and click the (**Select**) button to select a suggested vendor.  
**Note:** The (Add) button becomes the (More) button after selecting one Suggested Vendor. You have the ability to select more than one vendor. If you have done your research, you may have found more than one vendor to can fulfill your requirement.
6. Click (**OK**) to close the summary.

## LINE ITEM TAB

The *Line Item* tab enables you to create Contract Line Items (CLINs). **DO NOT SELECT CONTRACT LEVEL FUNDING. The PR will be returned to you for you to remove it if you do. This only slows down the acquisition process.**

## CREATE A CLIN

From the menu, select *Line Item* ➔ *New* ➔ *Clin* to create a CLIN.

The **Line Item Detail** window contains four tabs: *Detail*, *Description*, *Funding*, and *Shipping*. The *Detail* tab provides delivery information and item description, quantity and estimated cost. The *Description* tab provides additional information pertinent to the CLIN/SubCLIN. The *Funding* tab provides CLIN level funding information. The *Shipping* tab provides specific shipping information for the CLIN/SubCLIN.

The *Detail* tab enables you to enter information pertaining to the CLIN.

**Note:** The **Number** field defaults to the next consecutive integer when starting new Line Items. Since this is the first line Item for this PR, the number is "0001". This field is editable and is visible from every tab of the **Line Item Detail** window.

1. Enter a short description in the *Description* field. (This information **will be repeated in the extended description**) The description field is visible and editable from every tab of the **Line Item Detail** window.

2. Enter a realistic date for delivery in the **Delivery Date** field.

**Note:** You can enter Period of Performance starting and ending dates for service contracts such as *Maintenance OR contracts written for Health Care Providers*. You cannot enter both Delivery Date and Period of Performance.

You enter a date in PRWeb by clicking in the *Delivery Date or Start Date*, a calendar will appear and you select the date from the calendar.



3. Enter detailed description of the line item. You should include size, weight, color, when appropriate, and catalog number. If the item is under schedule, (GSA, VA, etc), you should put the contract number here.

**REMEMBER, THE MORE DETAILED INFORMATION YOU PROVIDE, THE MORE LIKELIHOOD YOU WILL NOT BE CONTACTED FOR MORE INFORMATION AND YOU WILL ENABLE US TO ACQUIRE WHAT YOU HAVE REQUESTED.**

4. Enter the number of items you are requesting to purchase in the **Quantity** field.

5. Enter an estimated price for each item in the **Estimated Unit Price** field.

**Note:** The value in the Estimated Line Item Cost field is calculated from the Quantity and estimated Unit Price fields.

6. Select a unit of issue from the **Unit of Issue** drop-down list box.

There is no need to use the **Description** tab.

## FUNDING TAB

1. Click the *Funding* Tab.

2. From the menu, select **Funding** → **New** to open the **Funding Sources - New** window.

3. Click the (**Manage**) button.

The *Funding Strip Search* window opens.

4. Click the (**New**) button to create a new funding strip.

5. Enter the appropriate funding strip information in the various fields of the **Funding Strip - New** window.

6. Click (**OK**) to return to the **Funding Strip Search** window.

*The new funding strip displays in the table on the **Funding Strip Search** window.*

7. Highlight the new funding strip.
8. Click on the **(Select)** button.

## **SHIPPING TAB**

The *Shipping* tab enables you to enter detailed shipping information for the CLIN.

1. Click the **(Select)** button next to the address field.
2. You may search for shipping information by your DODAAC, change the radio button in Search by to *Code*.
3. In *Search Criteria* put in your DODAAC.
4. Click the **(SEARCH)** button to search the PD2 database for existing Ship To Address information.
5. Highlight the address you need and click the **(Select)** button.

*The **Ship to contact search** window closes and the contact information displays in the shipping tab.*

6. Enter any additional information you need.

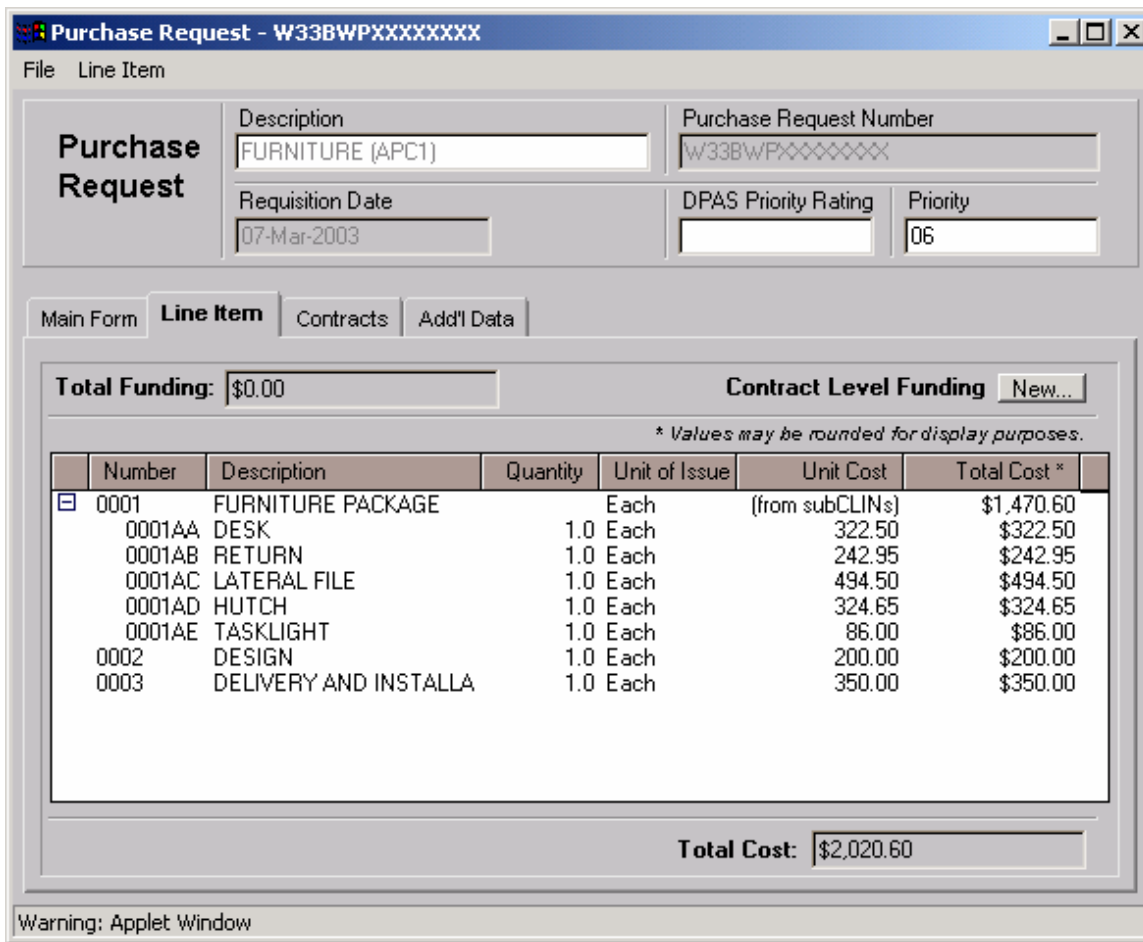
## **CREATING A SUBCLIN**

Use SubClins when you are purchasing like items that are priced separately.

For example: Furniture Package.

Create CLIN and identify as **INFO ONLY**. In the extended description you would put: Furniture package for CofS Office that consists of items listed as SubCLINs.

Each SubCLIN would identify different components of the furniture package, quantity and estimated price.



This is an

example of an **INFO ONLY CLIN and Priced SubCLINS**.

The creation of a SubCLIN is similar to the creation of a CLIN. There are a few differences. For example, if you had a priced CLIN, the CLIN Type for the SubClin defaults to **INFO ONLY**. If you have an **INFO ONLY CLIN**, the SubCLINS would default to **PRICED**.

1. Highlight the CLIN you created:

2. From the menu, select **LINE ITEMS** → **NEW** → **SubCLIN**

**Note:** The SubCLIN Number defaults to the next sequential number. This field is editable and is visible from every tab of the **Line Item Detail** window.

3. Enter a short description for the Line Item in the **Description** field.

**Note:** The **Description** field is visible and editable from every tab of the **Line Item Detail** window.

4. Enter a date for delivery in the **Delivery Date** field.

5. Enter salient characteristics (details) for the line item in the **Extended Description** field. *Remember, more information is a good thing.*

**Note:** If this is an Info Only SubCLIN, you will not be able to enter Item Calculation information.

6. From the menu, select **File** → **Update**.

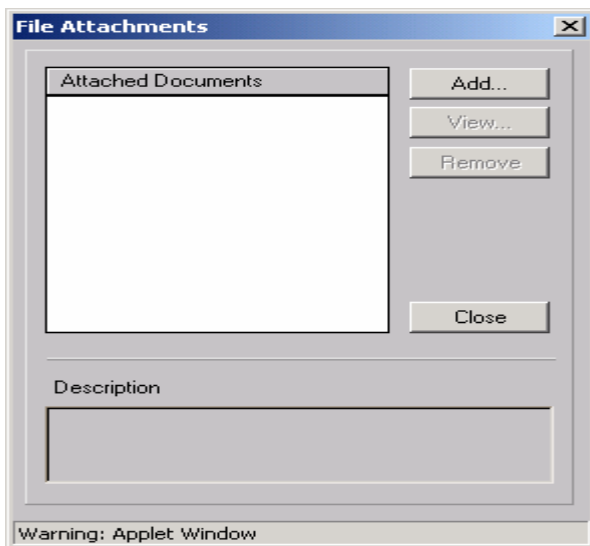
**Note:** The Blue (+) sign next to the CLIN indicates that there is a SubCLIN.



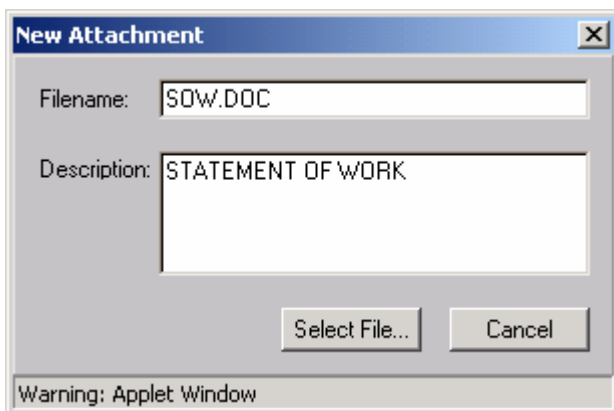
## ADDING ATTACHMENTS

You can add any procurement related documents to the PR as an attachment. Only documents saved as "Word" or "Excel" documents should be attached.

1. On your desktop, double click on your Drafts folder to open it.
2. Select the PR that you created.
3. From the menu, select **PURCHASE REQUEST** → **OPEN** The Purchase Request will open.
4. From the menu, select **FILE** → **ATTACHMENTS**. *The file attachments window will open.*

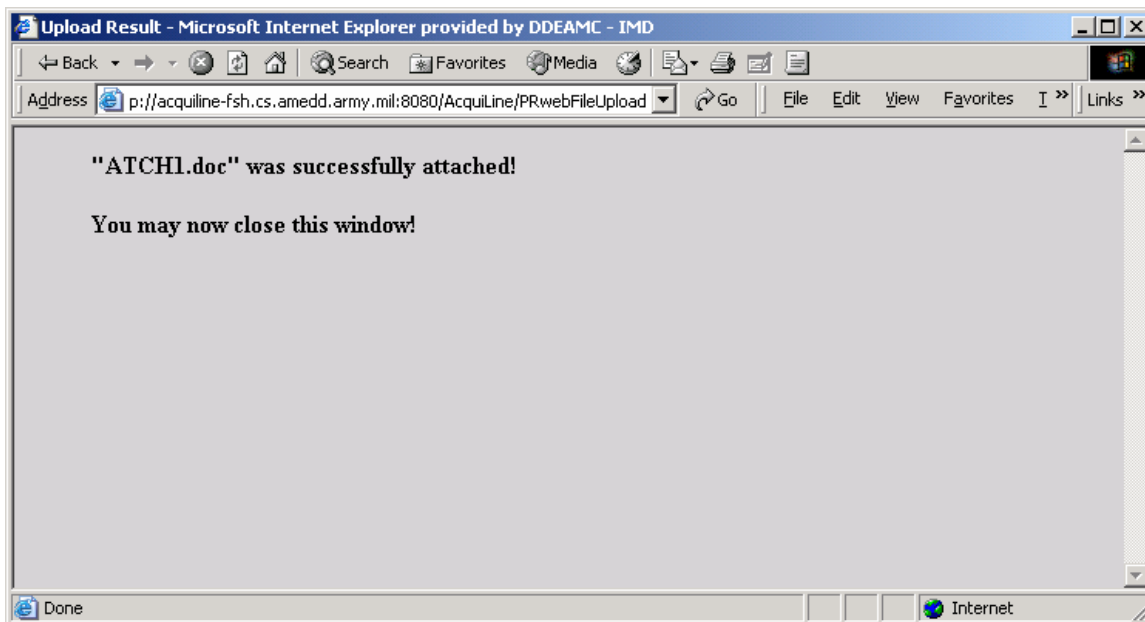
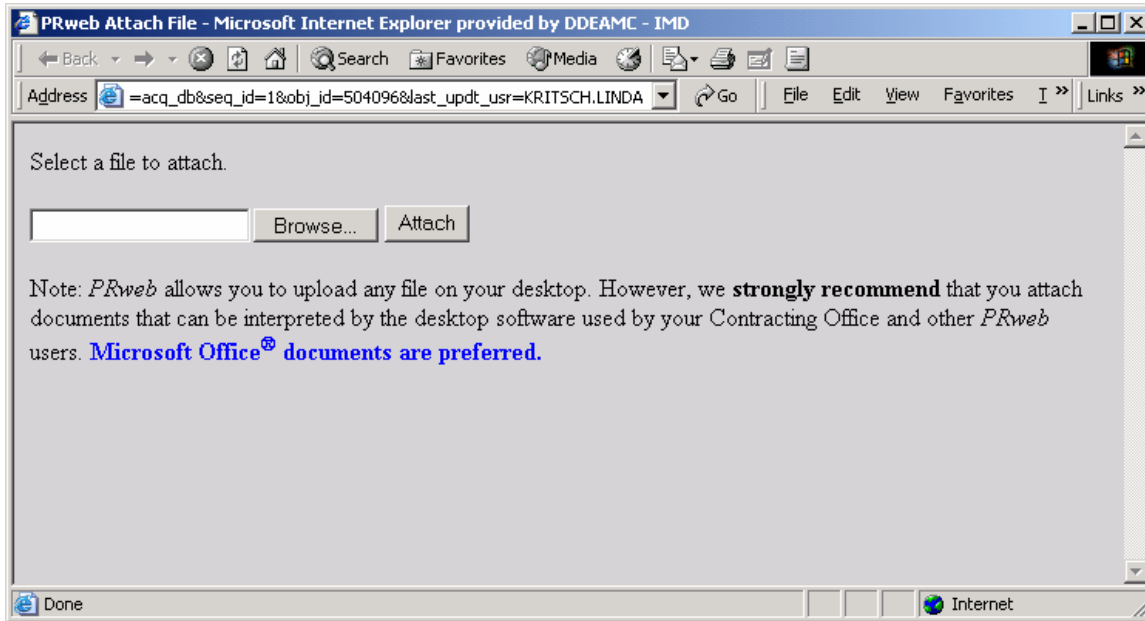


6. Enter the filename and extension of the document you want to attach in the **Filename** field.
7. Enter a description of the file you are attaching in the **Description** field.



8. Click the **Select File** button to designate the path of the file you are attaching.

**A Browser window will appear.** This window instructs you to upload the attachment.



## ROUTING

Now that you have finished preparing your PR, you will want to route it to the groups that have been set up for you by the PRWeb Systems Administrator.

Once your PR has been approved by everyone in your groups, it will be routed to PD2 and a copy will be placed in your archive box.

## CHECKING STATUS

The **PR Status Report** feature enables you to track a PR after it has been submitted to the Contracting Office. The PR Status Report provides a snapshot of the PR, Solicitation and Award document.

1. From the menu, select **Purchase Request** → **PR Status Report**  
The **PR Status Report** window opens.

2. Enter the document number in the **Search Criteria** field.

3. Select the **PR No.** radio button.

**Note:** Never, Never search by description. Search by your document number only. Remember that PRWeb interfaces with the PD2 Database and there are over 100,000 documents that will have to be searched.

4. Select **My PRs** radio button.

5. Enter a start date in the **Begin Date** field. This date must be the same as or earlier than the creation date of your pr.

6. Enter a date in the **End Date** field.

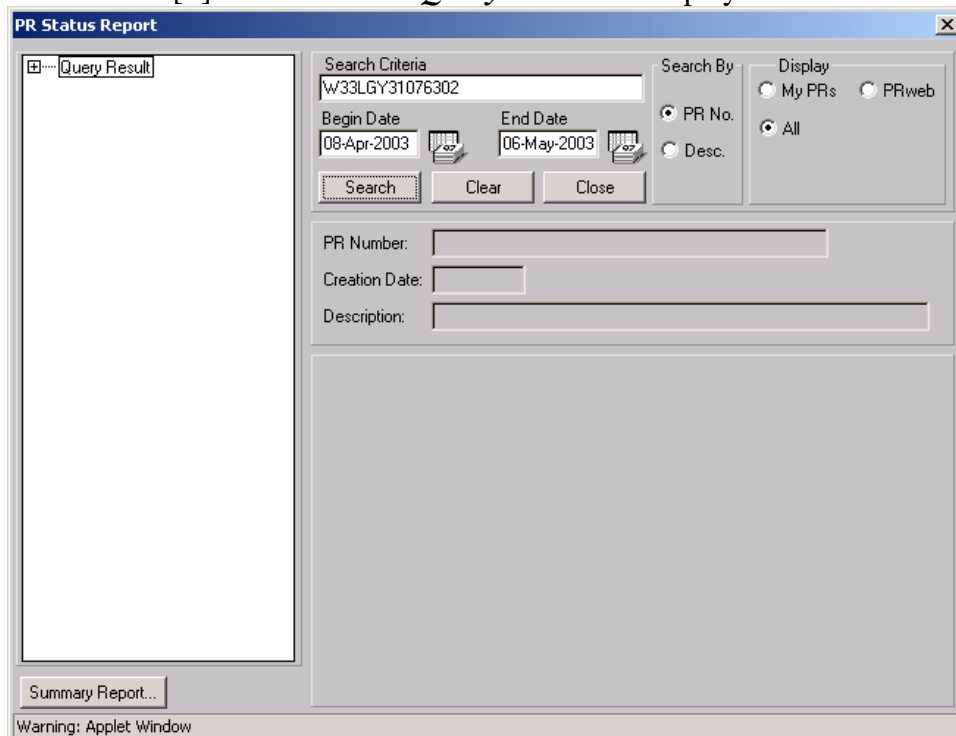
**Note:** Dates for start and end must be in the Month/Day/Year (MM/DD/YYYY) format. Or you can use the calendar feature.

7. Click the **Search** button to search for the results matching the criteria entered.

A dialog box displays the number of records returned and asks if the user wishes to proceed.

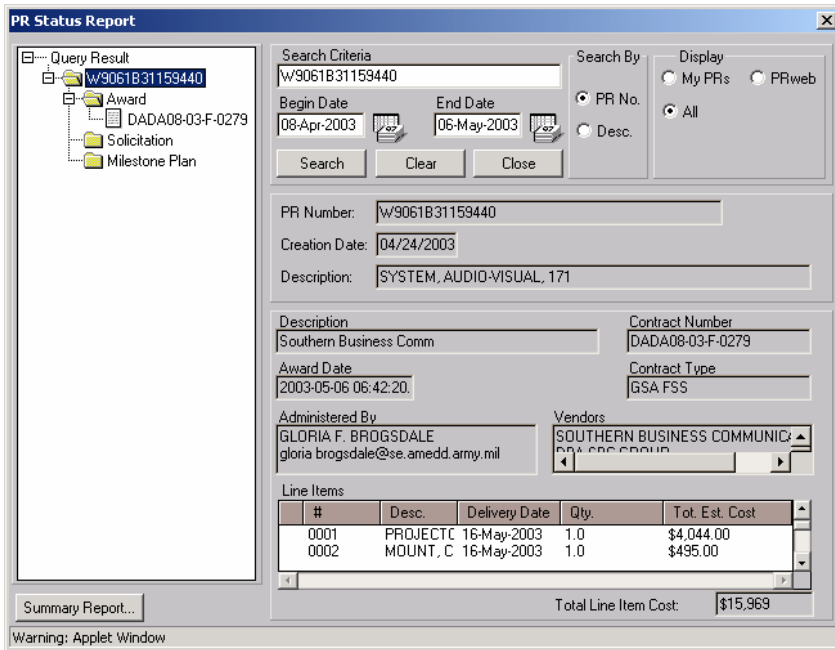
8. Click **OK** to continue.

9. Click the [+] button next the **Query Results** to display the PRs.



The screenshot shows the 'PR Status Report' window. On the left is a large empty area labeled 'Query Result'. On the right, there are search fields: 'Search Criteria' with the value 'W33LGY31076302', 'Begin Date' with '08-Apr-2003', and 'End Date' with '06-May-2003'. Below these are 'Search', 'Clear', and 'Close' buttons. To the right of the search fields are 'Search By' options: 'PR No.' (selected), 'Desc.', and 'Display' options: 'My PRs' (selected), 'PRweb', and 'All'. Below the search fields are three input fields for 'PR Number:', 'Creation Date:', and 'Description:'. At the bottom left is a 'Summary Report...' button. The window title bar says 'PR Status Report' and the status bar at the bottom says 'Warning: Applet Window'.

If you double click on the [+] to the left of your PR Number you will see if it is on solicitation or has been awarded.



The illustration above shows the results of a query, opening of the PR and finally after double clicking on the award folder, a summary of the award.

The report also shows you what contract specialist will be awarding your PR. If you have questions about your PR, contact the contract specialist listed in the box "Administered By".

***Remember that it is the requestor's responsibility to take ownership of their PR. The requestor must make sure that the PR goes through all of the approvals and gets to Contracting in a timely manner.***

## APPENDIX 4

### PREPARING AN INDEPENDENT GOVERNMENT ESTIMATE (IGE)

The Independent Government Estimate (IGE) is the requiring activity's realistic estimate of cost factors or price factors to support contractual funding requirements. IGE is required with the submission of a purchase request. For GPRCO customers an IGE is either a Price Estimate or a Cost Estimate. Supplies require a price estimate or a comparison of prices and quotes from sources such as catalog prices, previous procurements, market surveys, or a combination of these sources. Services often require a cost estimate, a more detailed estimate that combines labor costs, payroll additives, direct & indirect costs, as well as general and administrative costs (G&A) and profit/fees.

Your price estimate can be developed by reviewing:

- Quotes,
- Published or *current* catalog prices;
- Quantity of items to be purchased; and
- Market Surveys and other sources of pricing data

This information should be readily available and a part of your market research. Your contract specialist may not require separate documentation for simplified acquisitions under \$100,000 if the purchase request:

- includes quotes or catalogue prices from multiple vendors and
- is adequately funded for a range similar to the prices identified during your market research.

For services, the development of an IGE can be more complex. The requiring activity must have a clear understanding of required labor, potential costs (supplies, equipment etc.), and how the service is priced commercially to ensure adequate funding. The IGE must be the government's estimate of costs, not funding according to a contractor's estimate of costs.

The format in this appendix will be used when completing or preparing an IGE for purchase requests submitted to GPRCO. It can be modified to include additional information (i.e. wage determination plus fringe format) as required by resource management or the comptroller but will reflect the information stated here at a minimum. If you have questions when completing the IGE or need further guidance, contact GPRCO customer service.

INDEPENDENT GOVERNMENT ESTIMATE (IGE) COST ESTIMATE SIMPLE FORMAT

	Full time /	NO. EMP.	HOURS	HR RATE	TOTAL COST
<b>1 DIRECT LABOR</b>					
Employee #1		-	-	\$ -	\$ -
Employee #2		-	-	\$ -	\$ -
Employee #3		-	-	\$ -	\$ -
Employee #4		-	-	\$ -	\$ -
Employee #5		-	-	\$ -	\$ -
Employee #6		-	-	\$ -	\$ -
<b>SUBTOTAL LABOR</b>					<b>\$ -</b>
<b>2 OVERTIME</b>					
Employee #1		-	-	\$ -	\$ -
Employee #2		-	-	\$ -	\$ -
Employee #3		-	-	\$ -	\$ -
Employee #4		-	-	\$ -	\$ -
Employee #5		-	-	\$ -	\$ -
Employee #6		-	-	\$ -	\$ -
<b>TOTAL OVERTIME</b>					<b>\$ -</b>
<b>TOTAL LABOR COSTS</b>					<b>\$ -</b>
<b>3 OTHER DIRECT COST:</b>					
Supplies					\$ -
Equipment					\$ -
Materials					\$ -
Other Direct Costs					\$ -
Travel					\$ -
Training, clearances					\$ -
<b>TOTAL OTHER DIRECT COST</b>					<b>\$ -</b>
<b>SUBTOTAL OF LABOR &amp; ODC'S</b>					<b>\$ -</b>
<b>4 G&amp;A RATE</b>				<b>15.00%</b>	\$ -
<b>SUBTOTAL OF LABOR ODC'S &amp; G&amp;A</b>					<b>\$ -</b>
<b>5 PROFIT/FEE</b>				<b>10.00%</b>	\$ -
<b>BASE YEAR GRAND TOTAL</b>					<b>\$ -</b>
<b>Option Year One</b>					
Escalation Factor				<b>2.00%</b>	\$ -
<b>OPTION YEAR ONE TOTAL</b>					<b>\$ -</b>
<b>Option Year Two</b>					
Escalation Factor				<b>1.50%</b>	\$ -
<b>OPTION YEAR TWO TOTAL</b>					<b>\$ -</b>
<b>Option Year Three</b>					
Escalation Factor				<b>1.25%</b>	\$ -
<b>OPTION YEAR THREE TOTAL</b>					<b>\$ -</b>
<b>Option Year Four</b>					
Escalation Factor				<b>1.00%</b>	\$ -
<b>OPTION YEAR FOUR TOTAL</b>					<b>\$ -</b>
<b>TOTAL CONTRACT PLUS OPTIONS</b>					<b>\$ -</b>

Prepared By: \_\_\_\_\_  
 Signature & Date: \_\_\_\_\_

Revised 09/1/05

Instructions for users:

This worksheet is simple to use and makes developing your Independent Government Cost Estimate easy.

The BLUE areas indicate information you will need to add. The GREEN areas will automatically calculate based on your blue entries.

First, you will need to define your types of employee in column A.

Next, add the number of employees and projected hours in columns D & F.

Then, add your estimated hourly salaries from your market research.

If you anticipate overtime for specific employees annotate in the overtime section and complete columns D & F.

Once the labor costs are complete, you will need to estimate Other Direct Costs to your contract such as equipment, supplies and other non-labor costs. These are entered in column J.

Finally you will need to estimate G&A (general & administrative costs) and profit. These rates should be entered in whole numbers in the bordered blocks provided in column B. For G&A we suggest a range of 7-20% and for profit, 5-15%. Be careful not to delete the % when entering your numbers.

That's all there is to it!

If you expect option years with your requirement, complete the Option year section by adding an escalation factor in the bordered blocks to the left. We suggest a range of 1-5%.

Don't forget to SAVE and RENAME the file before transmitting to GPRCO.





SOLICITATION NO. \_\_\_\_\_

TOTAL AVAILABLE HOURS: \_\_\_\_\_

PRODUCTIVE HOURS: \_\_\_\_\_

LABOR CATEGORY	FT/PT	NO. EMP.	AVAIL HOURS	NET PROD HOURS	HR SALARY RATE	TOTAL WAGES	H&W \$ 2.59	FICA 7.65%	FUTA 0.80% PER \$7000	SUTA 2.70% PER \$9000	WORK CODE	COMPWORK RATE PER \$100	COMPWORK AMOUNT	COMPWORK BURDEN	TOTAL COST	G&A 5.00%	TOTAL COST	PROFIT 5.00%	GRAND TOTAL	
<b>CLIN 0001AA</b>																				
<b>EXEMPT:</b>																				
Employee #FT	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee #FT	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee #FT	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL EXEMPT</b>	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>CLIN 0001AB</b>																				
<b>NON-EXEMPT</b>																				
Employee #FT	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee #FT	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee #FT	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL NON-EXEMPT</b>	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>CLIN 0001AC</b>																				
<b>OVERTIME</b>																				
REGULAR (excl premium)																				
Employee #FT	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee #FT	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REGULAR</b>	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PREMIUM																				
Employee #FT	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee #FT	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL PREMIUM</b>	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL ALL LABOR</b>	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>CLIN 0001AD</b>																				
<b>OTHER DIRECT COST: (ODC)</b>																				
Supplies															\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parts/Materials															\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment															\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel															\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training															\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL OTHER DIRECT COST(Inclusive of G&amp;A)</b>															\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>GRAND TOTAL</b>															\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

## APPENDIX 5

### **PREPARING A PERFORMANCE BASED WORK STATEMENT (PWS)/ PERFORMANCE ASSESSMENT PLAN (PAP) formerly QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

#### 1. GENERAL

When requesting services, you are responsible for specifying in writing precisely what the Contracting Officer is to buy, and how you (the requiring activity) will verify that you are getting what is requested.

The Performance Work Statement (PWS), also known as Statement of Work (SOW) or specifies the services to be bought and conditions that must be met by the contractor. This information may also be contained in a Statements of Objectives (SOO). A SOO may be used to convey the required outcome of contract performance, with the contractor subsequently preparing the SOW from the SOO. The Performance Assessment Plan (PAP), formerly known as the Quality Assurance Surveillance Plan (QASP), specifies how you will verify that you are getting what is requested.

In Annex 1 and 2 you will find two samples of a PWS, one for general services and the other for maintenance services. If neither of these can be tailored to suit your needs, SERCO can assist you in developing a PWS or provide additional samples for your requirement.

#### 2. PERFORMANCE WORK STATEMENT

A PWS will be submitted with your purchase request package via PRWeb. Everything that the contractor must do under the contract must be specified in the PWS. The PWS should be clear and brief. It should be written in plain English, free of ambiguity and internal inconsistency. It should be performance based, meaning we should tell the contractor what to do, but not how to do it.

a. To develop your PWS you must analyze your requirement in the form of a performance requirement summary (PRS) on DA Form 5473-R (available in AMEDD E Forms). See Annex 3 for a sample. Analysis of your requirement is a three step process:

- (1) Definition of the desired outcome - What must be accomplished to satisfy the requirement?
- (2) Conduct an outcome analysis - What tasks must be accomplished to arrive at the desired outcomes?
- (3) Conduct a performance analysis - When or how will I know when the desired outcome is satisfactorily achieved? How much deviation from the standard is acceptable?

b. Once your requirement has been analyzed, you will have a snapshot of the essential elements of contract performance and a baseline for writing your detailed PWS. A completed PRS is included in this section.

c. Components of a PWS format are generally:

- (1) Introduction or Background - Describing goals, previous problems encountered and necessary interface. Remember to keep succinct and to the point.

(2) Scope of Work – Summarizing a description of the purpose and desired outcome/results. Establish general requirements such as the place of performance and work hours.

(3) Requirements/Performance Standards - Serves as the text form of the PRS and

- Contains the greatest detail.
- Clearly defines magnitude, quality and scope of each outcome.
- Specifies required standards.
- Includes historical data relevant to process improvement.

(4) Contract Deliverables - Provides realistic delivery schedule in sufficient detail for Contractor to establish milestones for deliverables so progress may be measured.

(5) Data Requirements – Identifies any formal reports or reportable data the contractor must provide to the government as a part of the contract.

(6) Attachments, Appendices, Exhibits – The technical advisors should screen these documents to ensure:

- Only portions of government directives and regulations applicable to requirement are included/referenced in the attachments/exhibits, otherwise compliance with all is inferred.
- Limited directives/regulations are referenced in the PWS. Only include directives vital to accomplish the requirement (quality standards or statutory requirements).
- “How to perform” is not specified in the context of a referenced regulation, if so the Government assumes outcome responsibility.
- Date/version of referenced document provided and where it is available if not included.

(7) Special Terms and Conditions – Identifies local procedures or clauses required of the contractor such as security requirements etc.

### 3. A WELL WRITTEN PWS

The key to a well written PWS is clarity in stating what is required, and identifying the measured performance standards. These editing tips will help ensure your PWS will provide you with the services you need:

(a) Ensure all work where compliance or performance is binding upon the contractor is expressed in mandatory language and is distinguishable from background or general information, which should be kept in the "Background" element of the PWS. If the contractor must do something, write, "The contractor shall." (For example: The contractor shall conduct a cost analysis.). Use "will" to express a declaration or purpose on behalf of the Government. Remember, the contractor shall; the Government will. Avoid words imply that the contractor has a choice unless you intend to give the contractor flexibility. Limit the use of:

- "any", "either" and "and/or”.
- "may", "should", and "might”.
- "support" or "assist" unless the contract's assistance or support roles are subsequently described in a manner, which makes it clear that the contractor will perform independently.

Avoid words and phrases, which are subject to multiple meanings and broad interpretations for example:

- “to the satisfaction of the contracting officer...”.
- “as determined by the contracting officer...”.
- “as directed by the contracting officer...”.
- “in accordance with best commercial practice...”.
- “in accordance with published specifications...”.
- “in accordance with government regulations...”.

(b) Use active voice, not passive. Passive voice promotes ambiguity and leads to needlessly complex sentences. For example:

- Passive-Trash containers shall be emptied twice a week. (Who does it-Gov’t or Ktr).
- Active- The Contractor shall empty trash containers twice a week.

(c) Try to use short, direct descriptive sentences to ensure clarity.

(d) Define and be consistent with terminology. Make sure that you use words and phrases (especially technical ones) in the same way throughout the PWS.

(e) Avoid abbreviation unless they are of common usage or are defined at first usage.

(f) Clearly delineate contractor performance requirements.

(g) Avoid open-ended PWSs, which contain on-going tasks without defining completion.

#### 4. REVIEWING YOUR PERFORMANCE WORK STATEMENT

Does your work statement adequately reflect the service you want to receive? You understand what you want but will others?

- Will offerors be able to prepare a sound technical proposal? Are specific outcomes clearly stated so that the offeror will know exactly what to do and when it is required? Are tasks realistic and performable?

- Will offerors be able to prepare a sound cost proposal? Is the PWS sufficiently detailed to enable both the government and the offeror to estimate labor and other costs and to identify other resources required for accomplishing each task element?

- Are standards clearly identified in such a way that all parties can adequately measure performance? Is the PWS too restrictive?

- Are proper quantities and delivery dates indicated for each deliverable? Are schedules and frequencies of performance clearly defined?

- When it becomes necessary to reference other documents, are they properly described and cited?

- Have the appropriate government and industry standards been researched and referenced in the PWS?

#### 5. CONTRACTOR PERFORMANCE ASSESSMENT - DEVELOPING A PERFORMANCE ASSESSMENT PLAN (PAP), formerly known as QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).

The PAP is the written instructions by which the COR checks to ensure the government is getting what is contractually required. The PAP consists of written instructions for the COR, and a checklist containing items of contract performance which have been extracted from the Performance Work Statement. A PAP will be submitted with each purchase request for contract services. The format of a PAP follows the PWS format sample in Annex 1 to this Appendix.

## PERFORMANCE ASSESSMENT PLAN (PAP), formerly known as QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) FOR SERVICES

1. This PAP has been designed to provide the U.S. Government COR an effective and systematic surveillance method for each listed services in the (name of contract) contract. *(Methods for administering and evaluating other provisions of the contract are to be developed by the contracting officer and the COR).*

1.1. The PAP provides a systematic method to evaluate the services the contractor is required to furnish – not the details of how the contractor accomplishes the work. *(The plan uses a combination of the surveillance methods, which adequately assures the government of the contractor's performance).*

1.2. This PAP is based on the premise that the contractor and not the government are responsible for management and quality control actions to meet the terms of the contract. The Performance Requirements recognize that the contractor is not a perfect manager and that the unforeseen and uncontrollable problems do occur. Good management and use of an adequate quality control plan will allow the contractor to operate within specified performance requirements. CORs are to be objective, fair and consistent in evaluating contractor performance against the standards.

2. **CONTRACTING OFFICER REPRESENTATIVE ASSESSMENT SCHEDULE.** The COR will develop a monthly surveillance schedule based on the surveillance plan's requirements. The monthly schedule will be completed not later than the last workday of the preceding month. Copies of the schedule shall be sent to the contracting officer. The schedule shall be marked "FOR OFFICIAL USE ONLY" and shall not be shown to the contractor.

3. **UNACCEPTABLE PERFORMANCE.** If performance is judged unacceptable, the COR will initiate a Contract Discrepancy Report (CDR) and submit it, with the checklist recording the unacceptable performance, to the contracting officer. The seriousness of the situation should govern whether the COR should provide the Contract Discrepancy Report to the contracting officer as soon as unacceptable performance is indicated or wait until not later the third workday of the month following the surveillance.

4. **INFORM CONTRACT MANAGER.** The COR must always contact the contractor's manager or on-site representative and inform them of what was wrong. Have the manager initial the entry on the checklist. The COR must note on the back of the checklist where the defect was found, the time and method of notification, and the COR's initials.

5. **REVISIONS TO PAP.** Revisions to the surveillance plan are the joint responsibility of the functional area chief (requirements technical representative) and the contracting officer.

6. **PERIODIC ASSESSMENT.** Items are inspected using checklists at a given frequency (daily, monthly, etc.). These checklists are to be contained in this section. The checklist will contain elements of contract performance extracted from the Performance Work Statement.

## APPENDIX 5 ANNEX 1

### PERFORMANCE WORK STATEMENT (SAMPLE)

#### GENERAL

**1.1.** Specify what the contractor must provide (i.e., personnel, equipment, tools, materials, supervision). Add the name of service (i.e., hospital housekeeping services, radiology technician) and name of the location where the service is to be performed.

**1.2. BACKGROUND INFORMATION.** Include information providing the offeror with a good perspective on the history of the organization, and any special conditions under which the work is to be done.

#### **1.3. PERSONNEL.**

**1.3.1.** Include any special personnel qualifications required of contract employees. (i.e., speak English, professional licenses, drivers licenses, security clearances, permits, uniform or badge requirements, neatness or cleanliness requirements, etc.). When written certifications or licenses are included here, cross reference the requirement to a Technical Exhibit, and require the contractor to submit the documentation as a required report.

**1.3.1.1.** Insert time limits here. Remember to be reasonable, because it is very costly to have somebody there at a moment's notice, or available 24 hours a day seven days a week.

**1.4. PHYSICAL SECURITY.** Include all requirements for security of government property (i.e., key control, reporting lost keys, etc.).

#### **1.5. QUALITY CONTROL.**

**1.5.1.** The contractor shall establish and maintain a complete Quality Control Plan to ensure that the requirements of the contract are provided as specified. One copy of the contractor's Quality Control Plan shall be provided to the contracting officer not later than the pre-performance conference. An updated copy must be provided to the contracting officer on the contract start date and as changes occur.

**1.5.2.** The plan shall describe the methods for identifying and preventing defects before the level of performance becomes unacceptable.

**1.6. PERFORMANCE ASSESSMENT.** The government will evaluate the contractor's performance under this contract using the method of surveillance specified in Technical Exhibit \_\_\_\_\_. All surveillance observations will be recorded by the government. When an observation indicates defective performance, the COR will obtain the contractor's representative's initials on the record of the observation.

**1.6.1. Performance Evaluation Meetings.** The contract manager may be required to meet periodically with the COR and contracting officer at the beginning of contract performance. Meetings will be scheduled as needed. The contractor may request meetings whenever a Contract Discrepancy Report is issued. The written minutes of these meetings shall be signed by the contractor's manager, contracting

officer and COR. If the contractor does not concur with the minutes he shall state any areas of non-concurrence within \_\_\_ days of receipt of the signed minutes.

## **1.7. HOURS OF OPERATION.**

**1.7.1.** Normal Hours. (Specify the normal hours).

**1.7.2.** Recognized Holidays. (Specify recognized holidays that will affect contractor's performance).

**1.7.3.** Emergency Services. (Include the contractor's responsibilities to support contingencies outside normal duty hours described above).

**1.8. CONSERVATION OF UTILITIES.** (Include specific requirements for preventing waste of utilities).

## **2. DEFINITIONS** (Define all technical terms, abbreviations, or acronyms used in the PWS)

### **2.1. STANDARD DEFINITIONS.**

**2.1.1.** Acceptable Quality Level (AQL). The AQL is the maximum percent defective that, for purposes of sampling inspections can be considered satisfactory.

**2.1.2.** Contracting Officer (KO). A person duly appointed with the authority to enter into and administer contracts on behalf of the U.S. Government.

**2.1.3.** Contracting Officer's Representative (COR). An individual designated by the contracting officer to act as his representative to assist in administering a contract. The source and authority for a COR are contained in the written letter of designation.

**2.1.4.** Customer Complaint. A means of documenting certain kinds of contract service problems. A government program that is explained to every organization that receives service under this contract, which is used to evaluate contractor's performance.

**2.1.5.** Defective Service. A service output that does not meet the standard of performance associated with it in the Performance Requirements Summary (PRS).

**2.1.6.** Government Property. All property owned or leased to the government or acquired by the government under the terms of the contract. Government property includes both government furnished property and contractor acquired property as defined in FAR 45.101.

**2.1.7.** Government Property Administrator. An authorized representative of the Contracting Officer appointed in writing to administer contract requirements and obligations relative to government property (FAR45.101).

**2.1.8.** Lot. The total number of services output in a surveillance period, as defined in the Performance Requirements column of the PRS.

**2.1.9.** Performance Requirement. The point that divides acceptable and unacceptable performance. When the method of surveillance is other than random sampling, the performance requirement is the

number of defectives or maximum percent defective in the lot before the government will effect the price computation system in accordance with the Performance Requirements Summary and the Inspection of Services Clause.

**2.1.10. Performance Requirements Summary (PRS).** Identifies the key service outputs of the contract that will be evaluated by the government to assure contract performance standards are met by the contractor.

**2.1.11. Performance Assessment (PA).** Those actions taken by the government to assure services meet the requirements of the Performance Work Statement (PWS) and all other service outputs.

**2.1.12. Performance Assessment Personnel.** A government person responsible for surveillance of contractor performance. Formerly known as Quality Assurance Evaluator (QAE).

**2.1.13. Performance Assessment Plan (PAP).** An organized written document used for the quality assurance surveillance. The document contains specific methods to perform surveillance of the contractor. Formerly known as Quality Assurance Surveillance Plan (QASP).

**2.1.14. Quality Control.** Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

**2.1.15. Random Sampling.** A sampling method in which each service output in a lot has an equal chance of being selected.

**2.1.16. Sample.** A sample consists of one or more service outputs drawn from a lot. The number of outputs in the sample is the sample rate.

**2.1.17. Sampling Guide.** The part of the surveillance plan which contains all the information needed to perform surveillance of the service outputs by the random sampling method of surveillance.

## **2.2. TECHNICAL DEFINITIONS PECULIAR TO THIS PWS.** (In alphabetical order).

### ***3. GOVERNMENT FURNISHED PROPERTY AND SERVICES.***

(List the facilities, equipment, materials, and services that the government will provide to the contractor for contract performance at no cost. Services might include utilities, postal or installation distribution, telephone, custodial services, refuse collection, insect or rodent control, grounds maintenance, equipment maintenance, police or fire protection, data processing, transportation, emergency medical treatment).

### ***4. CONTRACTOR FURNISHED ITEMS AND SERVICES.***

**4.1. GENERAL.** Except for those items or services specifically stated to be government furnished in Section C-3, the contractor shall furnish everything required to perform this contract.

### ***5. SPECIFIC TASKS.***

(Specify everything the contractor is required to do in detail. List the tasks in logical order, using graphic depictions such as flow charts, maps or drawings as needed. If a task is not included, the contractor is not obligated to perform it. Any ambiguities in the PWS will be interpreted in favor of the contractor). Also use this section to identify government obligations to the contractor such as response



times, limits, and provisions related to the identified tasks. Identify what denotes completion of contractor task.

#### **6. APPLICABLE PUBLICATIONS AND FORMS.**

(List all Technical Manuals, Technical Orders, regulations, manuals, specifications, and supplements thereto, which the contractor, will require to meet the Performance Standards of the PWS. Do not list operating instructions. If none are required list none).

**\*Use technical exhibits to add detailed technical information to the PWS.**

#### ***TECHNICAL EXHIBIT 1 – PERFORMANCE REQUIREMENTS SUMMARY***

An abstract of the Specific Tasks (C.5 from the Performance Work Statement ) in columnar form. The columns are:

Column 1 is a brief description of each required task under the contract

Column 2 is the paragraph number from the PWS where the task is found.

Column 3 is the standard to which the task is to be performed.

#### ***TECHNICAL EXHIBIT 2 – MAPS AND WORK AREA LAYOUTS***

Include maps of the following:

- a. Building floor plan of any governmental–owned facility or part of a facility to be provided for contractor use, as described in Section C.3 of the PWS. In a shared facility, show the location of the latrine to which the contractor personnel will have access.
- b. Area map showing the government facility, parking areas, location of refuse containers, which contractor may use, and any areas requiring grounds maintenance for which contractor is responsible.
- c. Use additional maps to depict any areas or taskings, which cannot be adequately described in writing.

#### ***TECHNICAL EXHIBIT 3 – REQUIRED REPORTS***

Use DD Form 1423 Contract Data Requirements List (CDRL) to list all required reports, drawings, maps, technical information, or other data required to be provided to the contracting officer by the contractor. CDRLS are not normally used by MEDCOM.

#### ***TECHNICAL EXHIBIT 4 – GOVERNMENT FURNISHED FACILITIES***

List and describe any facilities the government is to furnish to the contractor at no cost for the performance of the contract. Include maps and floor plans as appropriate.

## APPENDIX 5 ANNEX 2

### MEDICAL MAINTENANCE PERFORMANCE WORK STATEMENT (SAMPLE)

#### **1. DESCRIPTION OF SERVICES:**

Specify what the Contractor shall provide ( i.e. service consisting of service, repair parts, calibration, upgrading and performing preventive maintenance on a per call basis), what is included (i.e. include all labor, parts, and materials, excluding disposable and consumable supply items), additional services provided (i.e. shall provide remote service/applications diagnostic support for...), additional inclusions (i.e. includes field modifications safety corrections, all software updates, and revisions designed to correct software deficiencies when requested by the Government)

#### **1.2. DEFINITIONS:**

(Define all technical terms, abbreviations, or acronyms used in the PWS)

#### **1.3. ABBREVIATIONS:**

#### **1.4. HOURS OF PERFORMANCE:**

1.4.1. Normal Hours/Duty Hours: (Specify the normal hours).

1.4.2. Overtime Hours: (Specify overtime hours).

1.4.2. Weekend and Holiday Hours: (Specify weekend and holiday hours).

#### **1.5. RESPONSE/PERFORMANCE TIME STANDARDS:**

Specify maintenance functions authorized (i.e. preventative maintenance or remedial maintenance), who can authorize service and when the service is to be performed. Identify the notification process, required maintenance data, scheduling process and response time. State how to calculate the completion dates and response times. Identify reports related to response and performance. Identify exceptions to the specified processed. State government remedies for failure to meet response times.

#### **1.6. TECHNICAL DATA AVAILABILITY:**

Specify what data the contractor must have on file, and make available to it's technicians all operational and technical documentation necessary to meet the performance requirements of this contract. Specify what data must be made available to the contractor.

#### **1.7. REPLACEMENT AND REPAIR PARTS:**

Specify what the contractor is authorized to use (i.e. only new or refurbished repair part and applicable commercial specifications). Identify exceptions and method to the process if any. Related written requirements, warranties, compliances, performance standards, specifications, and Federal and DoD guidelines, regulations if any.

Specify reimbursement or pricing process for replacement and repair parts used, repair approval process, invoicing procedure, caps or other contractual limits. Identify exclusions if any. Specify testing and reporting requirements and responsibility. Specify responsibility for disposal of parts, associated costs responsibility (ie shipping, freight, postage and storage costs).

**2. CONTRACTOR RESPONSIBILITY:**

Include any special personnel qualifications required of contract employees. (i.e., speak English, professional licenses, drivers licenses, security clearances, permits, uniform or badge requirements, neatness or cleanliness requirements, etc.). When written certifications or licenses are included here, cross reference the requirement to a Technical Exhibit, and require the contractor to submit the documentation as a required report.

**3. ADMINISTRATIVE CONTROL:**

Specify any administrative controls such as the names/titles of personnel authorized to place calls, who the contractor should report to, reporting requirement standards, report delivery requirements, how and when payment will be accomplished.

**3.4. TOTAL LABOR AND TRAVEL COSTS:**

Specify what can be billed against the contract (hours, travel costs etc) and to which CLIN it should be billed. State maximum limits for service calls and related travel, Identify nationally recognized, commercial or local standards for billing limits. State the method for approving and invoicing repair actions and exceptions to the process if any.

**3.5. GOVERNMENT CREDIT:**

Specify methodology for calculating credit to the government in the event the contractor fails to respond on-call within the time specified and/or fails to complete repairs/PMI within the time specified.

**3.6. LEGAL HOLIDAYS:**

Specify observed holidays during the contract period of performance.

**4. SECURITY CONTROL:**

Identify contractor procedures to access installations/bases with controlled gate openings and closures, contractor vehicle access information, telephone and information system access, local policies and HIPAA requirements.

**5. CONTRACT SPECIFIC OR OTHER SPECIALIZED INFORMATION**

Appendix 5 Annex 3

PERFORMANCE REQUIREMENTS SUMMARY					
For use of this form, see AR 5-20; the proponent agency is ACSIM.					
REQUIRED SERVICE	PARAGRAPH NUMBER	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	THE PROPORTION OF REQUIRED SERVICE TO TOTAL CONTRACT PRICE
Provide qualified Family Practice Physician.	PWS 3.3.2.4	Provide qualified Family Practice Physician on required start date.	No more than X days late.	Observation by COR.	X% reduction in invoice for CLIN 000X for first full (30 day) monthly invoice.
Provide qualified Family Practice Physician.	PWS 3.3.2.4	Provide qualified Family Practice Physician on required start date.	Each X days prior to required date.	Observation by COR.	X% increase in invoice for CLIN 000X for first full (30 day) monthly invoice for <u>each</u> 5 day period prior to required date.
Provide quality Family Practice Medicine Services.	PWS 3.3.5.2	Provide Family Practice Medicine Services without substantiated customer complaints at XYZ MTF.	No more than X substantiated complaints per X Days.	Customer Survey cards or other documented complaints.	X% reduction in invoice for CLIN 000X for monthly invoice following month in which substantiated complaints confirmed.

**APPENDIX 6**

**INSTRUCTIONS FOR PREPARING  
A JUSTIFICATION FOR  
OTHER THAN FULL AND OPEN COMPETITION (J & A)**

When submitting purchase requests for requirements that must be obtained from specific vendors or when urgency does not allow for adequate competition, the requiring activity must prepare and submit a Justification and Approval (J&A) citing the FAR 6.302 reason for limiting competition.

We have included two documents for our customer's use. The first document for our experienced customers is simply the memo format required by SERCO. The second document, for our newer customers, is an enriched text document provides detailed explanations of all information areas requested

**Justification and Approval for Other Than Full and Open Competition**

1. **Contracting Activity:** Southeast Regional Contracting Office, 39706 40<sup>th</sup> Street, Ft Gordon, GA 30905
2. **Description of Action:** In accordance with FAR 6.302-X,
3. **Description of Supplies/Services:**
4. **Authority Cited:**
5. **Reason for Authority Cited:**
6. **Efforts to Obtain Competition:**
7. **Actions to Increase Competition:**
8. **Market Research:** Informal market surveys indicate.....
9. **Interested Sources:** List sources expressing interest OR no sources expressed interest
10. **Other Facts:**
11. **Technical Certification:**

I certify that the supporting data under my cognizance which are included in the justification are accurate and complete to the best of my knowledge and belief.

**Technical Representative:**

**Name:** \_\_\_\_\_

**Title:** Chief, \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DSN:** 787-XXXX

**12. Requirements Certification:**

I certify that the supporting data under my cognizance which are included in the justification are accurate and complete to the best of my knowledge and belief.

**Requirements Representative:**

**Name:** \_\_\_\_\_

**Title:** Chief, \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DSN:** XXX-XXXX

**13. Fair and Reasonable Cost Determination:**

I hereby determine that the anticipated cost to the Government for this contract action will be fair and reasonable. Certified cost or price data will/will not be required. Exception from FAR Part 15.403 is:

**Contracting Officer:**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DSN:** XXX-XXXX

**14. Contracting Officer Certification:**

I certify that this justification is accurate and complete to the best of my knowledge and belief.

**Contracting Officer:**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DSN:** XXX-XXXX

**Approval**

Based on the foregoing justification, I hereby approve the procurement of \_\_\_\_\_ on an other than full and open competition basis pursuant to the authority of 10 U.S.C.2304(c) \_\_\_\_\_ subject to availability of funds, and provided that the services and property herein described have otherwise been authorized for acquisition.

**Special Competition Advocate:**

**Name:** Joyce B. Nadeau

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DSN:** XXX-XXXX

## APPENDIX 6 ANNEX 1

### ENRICHED TEXT MEMO OTHER THAN FULL AND OPEN COMPETITION (J & A)

**Control No:** *Enter the local Control Number used to track the J&A*

**Justification and Approval for Other Than Full and Open Competition** *See AFAR 5153.9005 --  
Format for a Justification and Approval for Other Than Full and Open Competition.*

**1. Contracting Activity:** Page: 3

*Specify the contracting activity responsible for this action.*

**2. Description of Action:** Page: 3

*State whether approval is being requested for a new contract or a modification. Include type of contract, type of funds to be used (R&D, OPA, OMA) and, when applicable, the estimated share and ceiling arrangements, and fee or profit.*

**3. Description of Supplies/Services:** *Describe the supplies/services. Include the estimated total value, including options, if any. [AFARS Revision #003, dated Jan 25, 2002]*

**4. Authority Cited:** Page: 3

*Identify the statutory authority permitting other than full and open competition, followed by the FAR citation and FAR citation title.*

**5. Reason for Authority Cited:** Page: 3

*Describe how this action requires the use of the authority cited. If applicable, identify the proposed or potential contractor(s), and include a discussion of the proposed contractor's unique qualifications for fulfilling the contract requirements. If the authority is FAR 6.302-1, include the required delivery schedule and lead-time involved. If the authority is FAR 6.302-2, include the required delivery schedule and lead-time involved as well as a discussion of the serious injury to the Government which would result if award of a contract is delayed.*

**6. Efforts to Obtain Competition:** Page: 3

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

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

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

**9. Interested Sources:** *Include a listing of the sources that have written to express interest in the acquisition. If applicable, clearly state that "To date, no other sources have written to express an interest." If 10 U.S.C.2304(c)(1) is the authority cited, explain why other sources were rejected. Also, state that the notices required by FAR 5.201 shall be or have been published, and that any bids or*

proposals received shall be considered. If a notice will not be published, state which exception in FAR 5.202 applies.

**10. Other Facts:** Page: 4

Discuss any other facts supporting the use of other than full and open competition, such as the following:

a. Procurement history. Reasonable efforts to retrieve the following items from computer records, contract files, competition advocate office files or other sources are expected:

(1) Contract numbers and dates of the last several awards.

(2) Competitive status of these actions.

(3) Authority previously used for less than full and open competition.

(4) If a justification was prepared to support the procurement made before this one, a summary of the contents of paragraph 7 of the justification for that procurement and an explanation of the results.

(5) If any prior award was accomplished by full and open competition, a detailed explanation of the changed circumstances.

(6) An explanation of any unusual patterns which may be revealed by the history, e.g., several consecutive, urgent buys.

(7) If a justification was prepared to support the procurement made before this one, briefly describe the circumstances justifying the buy and whether there have been any significant changes.

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

c. Unusual and compelling urgency.

When FAR 6.302-2 is cited, provide data, estimated cost or other rationale to explain the nature and extent of the injury to the Government. If the delay associated with the requirement for first article testing is the principal reason for not awarding the contract on a full and open basis, clearly describe the reasons that first article testing is required on this procurement and why other means of assuring quality are not being used.

d. Subcontracting competition. In single source situations, address efforts to be taken by the Government to assure that the prime contractor obtains as much competition as possible in its subcontracting.

**11. Technical Certification:** The following statement shall be inserted and the Technical Representative shall sign/date accordingly.

I certify that the supporting data under my cognizance which are included in the justification are accurate and complete to the best of my knowledge and belief.

**Technical Representative:** Enter the name, title, DSN, and E-mail of the Technical Representative and the date the document was reviewed. (May be the same as the Requirements Representative) This individual also signs paragraph 11 of the J&A.

**Name:**

**Title:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DSN:**

**12. Requirements Certification:** The following statement shall be inserted and the Requirements Representative shall sign/date accordingly.



I certify that the supporting data under my cognizance which are included in the justification are accurate and complete to the best of my knowledge and belief.

**Requirements Representative:** *Enter the name, title, DSN, and E-mail of the Requirements Representative and the date the document was reviewed. (May be the same as the Technical Representative) This individual also signs paragraph 12 of the J&A.*

**Name:**

**Title:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DSN:**

**13. Fair and Reasonable Cost Determination:** *The following statement shall be inserted. After the statement, briefly explain how the KO determined the cost will be fair and reasonable. The Contracting Officer shall sign/date accordingly.*

I hereby determine that the anticipated cost to the Government for this contract action will be fair and reasonable. Certified cost or price data will/will not be required. Exception from FAR Part 15.403 is:

**Contracting Officer:** *Enter the name, DSN, and E-mail of the Contracting Officer and the date the document was reviewed. This individual will sign paragraphs 13 and 14 of the J&A.*

**Name:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DSN:**

**14. Contracting Officer Certification:** *The following statement shall be inserted and the Contracting Officer shall sign/date accordingly.*

I certify that this justification is accurate and complete to the best of my knowledge and belief.

**Contracting Officer:** *Enter the name, DSN, and E-mail of the Contracting Officer and the date the document was reviewed. This individual will sign paragraphs 13 and 14 of the J&A.*

**Name:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DSN:**

**Approval** *The following statement shall be inserted and the Approval Authority shall sign/date accordingly.*

Based on the foregoing justification, I hereby approve the procurement of (state equipment/ services being procured) on an other than full and open competition basis pursuant to the authority of 10 U.S.C.2304(c)(insert authority), subject to availability of funds, and provided that the services and property herein described have otherwise been authorized for acquisition.

**Special Competition Advocate:** *Enter the name and DSN of the Special Competition Advocate and have the individual sign and date the document after review. This individual also signs the approval statement at the end of the J&A.*

**Name:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DSN:**

## SAMPLE MEMO OTHER THAN FULL AND OPEN COMPETITION (J & A)

**Control No: 00-0000** *Enter the local Control Number used to track the J&A.*

**Justification and Approval for Other Than Full and Open Competition** *See AFAR 5153.9005 -- Format for a Justification and Approval for Other Than Full and Open Competition.*

1. **Contracting Activity** *Specify the contracting activity responsible for this action:* Center for Healthcare Contracting, Fort Sam Houston, Texas.
  
2. **Description of Action** *State whether approval is being requested for a new contract or a modification. Include type of contract, type of funds to be used (R&D, OPA, OMA) and, when applicable, the estimated share and ceiling arrangements, and fee or profit:* Sole Source Procurement of services for grading NREMT exams and issuance of associated certification documentation.
  
3. **Description of Supplies/Services** *Describe the supplies/services. Include the estimated total value, including options, if any. [AFARS Revision #003, dated Jan 25, 2002]:* The purpose of this acquisition is to procure Non-Personal Services to provide for processing of the National Registry of Emergency Medical Technicians application packages for national certification as EMT's. The service is required for initial entry soldiers (both active and reserves), the 91W Basic Non-Commissioned Officer's Course (BNCOC) students and the 91W Military Occupational Specialty (MOS) Department of Combat Medic Training (DCMT) instructors, thereby providing the credentialing required to be 91W MOS qualified. These services are required for the DCMT, Army Medical Department Center & School (AMEDD C&S), Fort Sam Houston, Texas.  

The 91W program is the lead AMEDD initiative supporting the Army Transformation Program. The 91W Health Care Specialist is a superior trained, capable and credentialed medic combining the old MOS 91B(Combat Medic) and the 91C (Licensed Practical Nurse) providing vastly improved trauma and pre-hospital care skills. The 91W program affects approximately 40,000 soldiers and represents the active Army's second largest MOS (second only to the Infantry). The estimated contract value is \$146,850.00 for the base year and each option year for a total of \$734,250.
  
4. **Authority Cited** *Identify the statutory authority permitting other than full and open competition, followed by the FAR citation and FAR citation title.:* The statutory authority permitting other than full and open competition is 10 U.S.C. 2304 (c) (1) and FAR 6.302-1--Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements.
  
5. **Reason for Authority Cited** *Describe how this action requires the use of the authority cited. If applicable, identify the proposed or potential contractor(s), and include a discussion of the proposed contractor's unique qualifications for fulfilling the contract requirements. If the authority is FAR 6.302-1, include the required delivery schedule and lead-time involved. If the authority is FAR 6.302-2, include the required delivery schedule and lead-time involved as well as a discussion of the serious injury to the Government which would result if award of a contract is delayed.:* National certification of the individual according to the standards required by the US Army MOS 91W for Emergency Medical Training can only be provided through and by the National Registry of Emergency Technicians NREMT. AR 40-68, Clinical Quality Management, dated 26 February 2004, paragraph 4-3 a. (2) (a) states:

*“Soldiers (AA/USAR/ARNG) possessing the 91W military occupational specialty (MOS) are required to obtain and maintain certification by the NREMT. Certification will be, at a minimum, at the basic level (emergency medical technician-basic). AA 91Ws will be NREMT certified and meet all other requirements for the MOS. Periodic recertification as established by the NREMT is mandatory. Soldiers who fail to recertify according to NREMT guidance will immediately be suspended from all duties requiring NREMT-basic certification.”*

**6. Efforts to Obtain Competition:** *Describe efforts to ensure that offers are solicited from as many potential sources as is practicable. Also describe the extent of effective competition anticipated for this acquisition.* Due to the specific nature of the requirement outlined in DoDI 6000.10 and subsequent agency regulations, namely AR 40-68, no further effort is contemplated for this procurement.

**7. Actions to Increase Competition** *There may be instances when it is not possible to compete the current acquisition. Include a statement of the actions taken, or to be taken, to increase competition (e.g., breakout) before any subsequent acquisition of the supplies or services.:* Due to the specific nature of the requirement outlined in DoDI 6000.10 and subsequent agency regulations, namely AR 40-68, no further action to increase competition is contemplated. If other sources are later authorized to provide the national registry indicated by agency regulation, future requirements will be competed against approved sources.

**8. Market Research** *Describe the extent and the results of the market research (FAR Part 10) conducted to identify all qualified sources. Research must have been meaningful and conducted within the previous 12 months.:* Market research was conducted to confirm that the National Registry of Emergency Medical Technicians (NREMT) is the only agency offering national registry and is the required source according to DoDI 6000.10 subsequently incorporated into agency regulation (e.g. AR 40-68). The requirement is so specific in nature; it precludes any other source from performing the service.

**9. Interested Sources** *Include a listing of the sources that have written to express interest in the acquisition. If applicable, clearly state that “To date, no other sources have written to express an interest.” If 10 U.S.C.2304(c)(1) is the authority cited, explain why other sources were rejected. Also, state that the notices required by FAR 5.201 shall be or have been published, and that any bids or proposals received shall be considered. If a notice will not be published, state which exception in FAR 5.202 applies.:* No other sources have expressed an interest in this requirement. The requirement will be synopsisized to indicate the intent for a sole source award. Any response received as a result of the synopsis will be considered.

**10. Other Facts** *Discuss any other facts supporting the use of other than full and open competition, such as the following:*

*a. Procurement history. Reasonable efforts to retrieve the following items from computer records, contract files, competition advocate office files or other sources are expected:*

*(1) Contract numbers and dates of the last several awards.*

*(2) Competitive status of these actions.*

*(3) Authority previously used for less than full and open competition.*

*(4) If a justification was prepared to support the procurement made before this one, a summary of the contents of paragraph 7 of the justification for that procurement and an explanation of the results.*

*(5) If any prior award was accomplished by full and open competition, a detailed explanation of the changed circumstances.*

(6) An explanation of any unusual patterns which may be revealed by the history, e.g., several consecutive, urgent buys.

(7) If a justification was prepared to support the procurement made before this one, briefly describe the circumstances justifying the buy and whether there have been any significant changes.

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

c. Unusual and compelling urgency. When FAR 6.302-2 is cited, provide data, estimated cost or other rationale to explain the nature and extent of the injury to the Government. If the delay associated with the requirement for first article testing is the principal reason for not awarding the contract on a full and open basis, clearly describe the reasons that first article testing is required on this procurement and why other means of assuring quality are not being used.

d. Subcontracting competition. In single source situations, address efforts to be taken by the Government to assure that the prime contractor obtains as much competition as possible in its subcontracting.:

Below is the Independent Government Estimate for each category of certification required. The pricing listed reflects the price NREMT charges for this service to ALL customers. The current contract, DADA10-99-C-0077, issued October 1, 1999 for the base and four option years expiring September 30, 2004 has the same price structure. The contractor, NREMT, has provided this service since the inception of the requirement and has performed in a satisfactory manner throughout the performance period. The following IGE is provided:

EMT-Basic (initial):	7,200 at \$20.00 =	\$ 144,000.00
EMT-Intermediate:	90 at \$ 15.00 =	\$1,350.00
Recertification:	150 at \$10.00 =	<u>\$1,500.00</u>
	TOTAL:	\$146,850.00

**11. Technical Certification** *The following statement shall be inserted and the Technical Representative shall sign/date accordingly.:*

I certify that the supporting data under my cognizance which are included in the justification are accurate and complete to the best of my knowledge and belief.

**Technical Representative** *Enter the name, title, DSN, and E-mail of the Technical Representative and the date the document was reviewed. (May be the same as the Requirements Representative) This individual also signs paragraph 11 of the J&A.:*

Name: COL

Title: Chief,

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

DSN: 787-XXXX

**12. Requirements Certification** *The following statement shall be inserted and the Requirements Representative shall sign/date accordingly.:*

I certify that the supporting data under my cognizance which are included in the justification are accurate and complete to the best of my knowledge and belief.

**Requirements Representative** *Enter the name, title, DSN, and E-mail of the Requirements Representative and the date the document was reviewed. (May be the same as the Technical Representative) This individual also signs paragraph 12 of the J&A.:*

Name: COL  
Title: Chief,

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
DSN: 787-XXXX

**13. Fair and Reasonable Cost Determination** *The following statement shall be inserted and the Contracting Officer shall sign/date accordingly.:*

I hereby determine that the anticipated cost to the Government for this contract action will be fair and reasonable. Certified cost or price data will/will not be required. Exception from FAR Part 15.403 is:

**Contracting Officer** *Enter the name, DSN, and E-mail of the Contracting Officer and the date the document was reviewed. This individual will sign paragraphs 13 and 14 of the J&A.:*

Name: Raineye R. Holmes

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
DSN: 787-XXXX

**14. Contracting Officer Certification** *The following statement shall be inserted and the Contracting Officer shall sign/date accordingly.:*

I certify that this justification is accurate and complete to the best of my knowledge and belief.

**Contracting Officer** *Enter the name, DSN, and E-mail of the Contracting Officer and the date the document was reviewed. This individual will sign paragraphs 13 and 14 of the J&A.:*

Name: Raineye R. Holmes

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
DSN: 787-XXXX

**Approval** *The following statement shall be inserted and the Approval Authority shall sign/date accordingly.*

Based on the foregoing justification, I hereby approve the procurement of National Registry of Emergency Medical Technician services on an other than full and open competition basis pursuant to the authority of 10 U.S.C.2304(c)(1) and FAR 6.302-1, subject to availability of funds, and provided that the services and property herein described have otherwise been authorized for acquisition.

**Special Competition Advocate** *Enter the name and DSN of the Special Competition Advocate and have the individual sign and date the document after review. This individual also signs the approval statement at the end of the J&A.:*

Name: Rodney E. Stevenson

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
DSN: 471-5803



## Appendix 6 Annex 3

### Justification and Approval for Other Than Full and Open Competition Justification

- 1. Contracting Activity:** Specify the contracting activity responsible for this action.
- 2. Description of Action:** State whether approval is being requested for a new contract or a modification. Include type of contract, type of funds to be used (R&D, OPA, OMA) and, when applicable, the estimated share and ceiling arrangements, and fee or profit.
- 3. Description of Supplies/Services:** Describe the supplies/services. Include the estimated total value, including options, if any including extension of services IAW PL 07-03. (AFARS Revision #003, dated Jan 25, 2002)
- 4. Authority Cited:** Identify the statutory authority permitting other than full and open competition, followed by the FAR citation and FAR citation title.
- 5. Reason for Authority Cited:** Describe how this action requires the use of the authority cited. If applicable, identify the proposed or potential contractor(s), and include a discussion of the proposed contractor's unique qualifications for fulfilling the contract requirements. If the authority is FAR 6.302-1, include the required delivery schedule and lead-time involved. If the authority is FAR 6.302-2, include the required delivery schedule and lead-time involved as well as a discussion of the serious injury to the Government which would result if award of a contract is delayed. If brand name explain why must be specific brand do we own the equipment? Have a commitment to a long term lease?
- 6. Efforts to Obtain Competition:** Describe efforts to ensure that offers are solicited from as many potential sources as is practicable. Also describe the extent of effective competition anticipated for this acquisition.
- 7. Actions to Increase Competition:** There may be instances when it is not possible to compete the current acquisition. Include a statement of the actions taken, or to be taken, to increase competition (e.g., breakout) before any subsequent acquisition of the supplies or services. If the requirement is for a repair part, address whether or not it has been screened under DFARS Appendix E. If it has been screened, provide the Acquisition Method Code (AMC) and Acquisition Method Suffix Code (AMSC). Provide the approximate date the technical data package will be available.
- 8. Market Research:** Describe the extent and the results of the market research (FAR Part 10) conducted to identify all qualified sources. Research must have been meaningful and conducted within the previous 12 months. How was market research conducted? Attach supporting documentation.
- 9. Interested Sources:** Include a listing of the sources that have written to express interest in the acquisition. If applicable, state clearly that "To date, no other sources have written to express an interest." If 10 U.S.C.2304(c)(1) is the authority cited, explain why other sources were rejected. Also, state that the notices required by FAR 5.201 shall be or have been published, and that any bids or proposals received shall be considered. If a FEDBIZOPPS notice will not be published, state which exception in FAR 5.202 applies.
- 10. Other Facts:** Discuss any other facts supporting the use of other than full and open competition, such as the following:

a. **Procurement history.** Reasonable efforts to retrieve the following items from computer records, contract files, competition advocate office files or other sources are expected:

(1) Contract numbers and dates of the last several awards.

(2) Competitive status of these actions.

(3) Authority previously used for less than full and open competition.

(4) If a justification was prepared to support the procurement made before this one, a summary of the contents of paragraph 7 of the justification for that procurement and an explanation of the results.

(5) If any prior award was accomplished by full and open competition, a detailed explanation of the changed circumstances.

(6) An explanation of any unusual patterns which may be revealed by the history, e.g., several consecutive, urgent buys.

(7) If a justification was prepared to support the procurement made before this one, briefly describe the circumstances justifying the buy and whether there have been any significant changes.

b. **Acquisition data availability.** Explain why technical data packages, specifications, engineering descriptions, statements of work or purchase descriptions suitable for full and open competition have not been developed or are not available. Describe actions taken or planned to remedy this situation.

c. **Unusual and compelling urgency.** When FAR 6.302-2 is cited, provide data, estimated cost or other rationale to explain the nature and extent of the injury to the Government. If the delay associated with the requirement for first article testing is the principal reason for not awarding the contract on a full and open basis, clearly describe the reasons that first article testing is required on this procurement and why other means of assuring quality are not being used.

d. **Subcontracting competition.** In single source situations, address efforts to be taken by the Government to assure that the prime contractor obtains as much competition as possible in its subcontracting.

11. **Technical Certification:** Include the following statement:

I certify that the supporting data under my cognizance which are included in the justification are accurate and complete to the best of my knowledge and belief.

Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

12. **Requirements Certification:** Include the following statement:

I certify that the supporting data under my cognizance which are included in the justification are accurate and complete to the best of my knowledge and belief.

Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

**13. Fair and Reasonable Cost Determination:** Include the following determination:

I hereby determine that the anticipated cost to the Government for this contract action will be fair and reasonable.

Provide the basis for this determination (e.g., describe techniques to be used to determine fair and reasonable price, such as cost analysis, price analysis, audit, should cost, independent Government estimate, etc.). As part of this basis, indicate whether certified cost or price data will be required or if one of the exceptions in FAR Part 15.403 will apply. (PARC/Policy Alert 07-14)

Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

**14. Contracting Officer Certification:** This certification shall be made by the contracting officer who will sign the contract resulting from this justification and approval. Include the following statement:

I certify that this justification is accurate and complete to the best of my knowledge and belief.

Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

**15. Legal Review:** I have reviewed this justification and approval and it is deemed to be legally sufficient.

Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

**Approval**

Based on the foregoing justification, I hereby approve the procurement of (state equipment/services being procured) on an other than full and open competition basis pursuant to the authority of 10 U.S.C.2304(c)(insert authority), subject to availability of funds, and provided that the services and property herein described have otherwise been authorized for acquisition.

Date: \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_



## APPENDIX 7

### NO COST LOAN AGREEMENTS

Requests for loan agreements must be forwarded on a memorandum to GPRCO. The KO will contact the vendor and have the formal agreement signed. Once the agreement is signed, the requiring activity will be notified. The equipment/property **may not** be on-site in the government facility until the contracting officer has notified you. The requiring activity must coordinate the arrival of the equipment with Property Management and Medical Maintenance.

### SAMPLE MEMO

Office Symbol

Date

MEMORANDUM FOR: Chief, Great Plains Regional Contracting Office, 3851 Roger Brooke Drive, Bldg 3600, Fort Sam Houston, TX 78234

SUBJECT: Request for Materiel Demonstration/Examination Agreement

1. The following information is hereby submitted for a Request for Materiel Demonstration/Examination Agreement:

- a. Item Description, Model/Serial No.: (provide copy of any literature/brochure).
  - b. Accessories if any:
  - c. Quantity:
  - d. \$ Value:
  - e. Delivery Point: (location where equipment is to be installed, Dept., Wing, Room, etc. include office symbol)
  - f. Delivery/Installation Date:
  - g. Vendor/Supplier: (Name, Address, Phone Number, Fax Number, POC)
  - h. Purpose of Proposed Action:
  - i. Period of Loan: (30 days only)
2. POC for Activity/Hand Receipt Holder and Telephone Number

Signature Block

## APPENDIX 8

### SAMPLE LEASE VS. PURCHASE ANALYSIS

This memorandum shows the minimum information required when requesting a lease of equipment rather than purchasing. Additional information and data may be required however, in situations such as cost per test lab equipment that is leased in conjunction with supplies this is acceptable.

1. Estimated length of the period the equipment is to be used: \_\_\_\_\_

2. Comparison:

	Rental / Lease Purchase	
Cost of equipment:	\$ _____	\$ _____
<b>plus</b>		
Maintenance Costs:	\$ _____	\$ _____
Estimated Supplies:	\$ _____	\$ _____
Transportation, Shipping & Installation:	\$ _____	\$ _____
<b>minus</b>		
Trade-in/Salvage Value:	\$( _____ )	
TOTAL COST:	\$ _____	\$ _____

3. Cumulative rental payments for the period of use is estimated to be  
\$ \_\_\_\_\_

4. Potential Obsolescence: Will this equipment become obsolete due to technological advances in the near future?

---

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5. Servicing Capability: Can the Government service/maintain the equipment or purchase service/maintenance?

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6. Alternative Equipment: Are there any financial or operating advantages to using alternative types or makes of equipment?

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Ref: FAR 7.4, current to FAC 2005-04, effective 28 February 2008

## APPENDIX 9

MEDCOM Pam 715-2

DEPARTMENT OF THE ARMY  
HEADQUARTERS, UNITED STATES ARMY MEDICAL COMMAND  
2050 Worth Road  
Fort Sam Houston, Texas 78234-6000

MEDCOM Pamphlet  
No. 715-2

10 March 2005

Procurement  
**U.S. ARMY MEDICAL COMMAND REQUEST FOR APPROVAL  
OF UNAUTHORIZED COMMITMENT PROCESSING RATIFICATIONS**

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GLOSSARY

## **Chapter 1**

### **Introduction**

**1-1. HISTORY.** This is the first printing of this publication.

**1-2. PURPOSE.** This pamphlet establishes procedures for processing U.S. Army Medical Command (MEDCOM) Form 747-R (MEDCOM Request for Approval of Unauthorized Commitment) ratification. It provides guidance and standard procedures to MEDCOM operational and tactical levels, Regional Medical Commands, U.S. Army Veterinary Command, U.S. Army Medical Centers/Medical Department Activities, and Dental Activity levels respectively. U.S. Army Medical Research Acquisition Activity personnel should refer to the procedures published by the U.S. Army Medical Research and Materiel Command Principal Assistant Responsible for Contracting (PARC). MEDCOM Form 747-R will be used by MEDCOM personnel to process unauthorized commitment actions in place of Fort Sam Houston Form 105\*E (Request for Approval of Unauthorized Commitment). Due to the separation of the U.S. Army Contracting Agency, Directorate of Contracting and MEDCOM Contracting, a new ratification form was created to add a signature block for the military treatment facility (MTF) Commander and Legal Advisor.

#### **1-3. REFERENCES.**

- a. Federal Acquisition Regulation (FAR) 1.602-3.
- b. Army Federal Acquisition Regulation Supplement (AFARS) 5101.602-3 and AFARS 5101.602-3-90(d).

**1-4. EXPLANATION OF ABBREVIATIONS AND TERMS.** Abbreviations and special terms used in this publication are explained in the glossary.

**1-5. SCOPE.** This pamphlet expands on the regulations and directions set forth in the FAR and AFARS. It is intended to be used by MEDCOM subordinate activities involved in the ratification of unauthorized commitment process.

**1-6. GENERAL GUIDANCE.** Only a duly appointed contracting official within his/her authority may legally procure and obligate the government to pay for supplies and services. An unauthorized commitment occurs when a government official makes an agreement that is not binding on the government solely because the government official lacked authority to make the agreement. Procurement of goods and services placed on the government purchase card, without following proper procedures, may result in an unauthorized commitment. The process commonly starts when an unauthorized government official engages the services of a contractor or acquires a supply. The process heightens when the contractor/vendor submits an invoice for payment and the government is unable to disburse payment. The individual making such a commitment remains liable to the contractor/vendor in accordance with the terms of his or her agreement. Individuals who elect to pay a contractor/vendor with personal funds may not request a ratification be processed, as described below.

The U.S. Government is not liable for an unauthorized commitment unless and until an authorized government procurement official determines, at the completion of a process called ratification, that the Government should accept the unauthorized commitment as a U.S. Government obligation. If and when the appropriate contracting official ratifies the unauthorized commitment, he or she obligates appropriated funds and the contractor/vendor is paid the amount obligated.

## **Chapter 2**

### **Guidance and Procedures**

**2-1. GENERAL.** This chapter prescribes guidance and procedures for commanders to process an Unauthorized Commitment (Ratification) request.

#### **2-2. GUIDANCE.**

a. Commanders and Staff Chiefs will take positive action to preclude the need for ratification actions. Although procedures are available to determine whether to ratify an unauthorized commitment, these procedures will not be used in a manner that encourages such commitments being made by government personnel.

b. The Regional Contracting Office (RCO)/Center for Health Care Contracting (CHCC) and MEDCOM Health Care Acquisition Activity (HCAA) will take all necessary steps to ensure that unauthorized commitments are resolved and completed within 60 days. To ensure other agencies involved in the ratification process have sufficient administrative lead time, the committing activity will complete the request for ratification, MEDCOM Form 747-R, within 10 days after becoming aware of the unauthorized commitment. Success in the endeavor requires continuous communication between the committing activity and the local RCO/CHCC. Commanders, directors, and staff chiefs are encouraged to utilize the available acquisition resources. The local RCO/CHCC is the Acquisition Professional.

c. MEDCOM Form 747-R will be completed in accordance with the instructions at appendix A and forwarded to the local RCO/CHCC for review. Legal advice is available from the servicing Staff Judge Advocate.

#### **2-3. PROCEDURES.**

a. Individuals making unauthorized commitments will immediately notify their commanders, directors, or staff chiefs as appropriate. Commanders, directors, and staff chiefs shall complete MEDCOM Form 747-R within 10 days after learning of the existence of the unauthorized commitment.

b. MEDCOM Form 747-R will be forwarded to the local MTF Commander for review and signature prior to forwarding the ratification packet to the supporting RCO/CHCC for review and action.

c. When deficiencies or irregularities are identified during the review of a ratification packet, the committing activity will be notified. The committing activity shall take appropriate steps to rectify deficiencies or comments noted and promptly resubmit the corrected packet to the local RCO/CHCC for another review. A suspense date of 5 days will be placed for resubmission of the MEDCOM Form 747-R.

d. If the ratification packet is not received from the committing activity by the suspense date, a new suspense date from the local RCO/CHCC will be identified to ensure processing of the ratification action is completed within the HCAA goal of 60 days.

e. After the review of the ratification packet is completed or correction verified, the committing activity will release the ratification packet through the supporting Resource Management Office to the local RCO's/CHCC's contracting officer.

#### **2-4. DISAGREEMENTS WITH CONTRACTING OFFICER'S RECOMMENDATION.**

a. In the event the commander responsible for completing Block D of the MEDCOM Form 747-R disagrees with a contracting officer's recommendation not to ratify the unauthorized commitment, the commander may submit a separate memorandum detailing the basis for the disagreement through the contracting officer and office chief. The contracting officer will forward the memorandum to the decision authority for consideration with the contracting officer's recommendation. A copy of this documentation will be forwarded to the MTF Commander.

b. The government official responsible for approving or disapproving the ratification will make the approval/disapproval decision considering the facts and circumstances in each case.

**2-5. RESPONSIBILITIES.** Leaders and managers at every level have the responsibility and obligation to preclude, to the maximum extent possible, the occurrence of an unauthorized commitment. To succeed, commanders, directors, and staff chiefs are encouraged to utilize the available acquisition resources within the command during the development and execution of contract requirements. The PARC is the MEDCOM's acquisition professional and your local RCO/CHCC is available to assist in acquisition matters. Through the process of continuous communication and acquisition support from your local RCO/CHCC and the PARC's office, reoccurrences of unauthorized commitments can be eliminated within the MEDCOM.

**Appendix A**  
**MEDCOM Form 747-R Instructions**

1. Instructions. Complete information on the header of MEDCOM Form 747-R.

- a. Insert the amount of the unauthorized commitment.
- b. Enter the name and address of vendor to include the type(s) of supplies or services received.
- c. Enter the name and address of the unit that committed the unauthorized commitment.

2. Part I, Section A - Commitment Circumstances. The individual responsible for the unauthorized commitment will complete Part I, Section A, blocks 1 and 2 of MEDCOM Form 747-R. Upon completion, the individual will send the MEDCOM Form 747-R through the supervisor to the unit commander or the Chief of Staff for staff elements of unit for signature. If the individual who was responsible for the unauthorized commitment does not complete the specified parts of the MEDCOM Form 747-R, the ratification packet must include an explanation as to why not and the MEDCOM Form 747-R will be documented with the attempts made to contact the individual responsible for the unauthorized commitment. The MEDCOM Form 747-R will be completed by someone in authority with the knowledge of the unauthorized commitment.

a. Part I, Section A, Block 1 - Commitment Circumstances.

(1) Provide a chronological explanation of the sequence of events which led to the unauthorized commitment. The explanation needs to clearly articulate the rationale of the circumstances that led to the unauthorized commitment. A thorough explanation is required to allow offices involved in the ratification process to determine the government's liability. A single line statement is insufficient to substantiate the legal and acquisition requirements, nor can it adequately explain the circumstances of the unauthorized commitment.

(2) Address disputed aspects of the transaction.

(3) Attach continuation sheets, if required.

(4) Provide as much information as possible. Explain why normal procedures were not properly executed. The activities involved in the review of the ratification packet must have sufficient information upon which to base their recommendations. When addressing this question, consider the normal procedures in the establishment of the requirement and approval process and then explain why these procedures were not followed.

(5) Describe the bona fide government requirement necessitating the commitment and benefits received as a result.

(a) Explain what benefits the government received from the unauthorized commitment.

Identify the supplies or services and what benefits were obtained. It's important to be specific in the benefits which resulted. Avoid statements such as "official business" or "mission essential" since these statements are too vague and do not substantiate why the unauthorized commitment occurred.

(b) Identify the specific needs that gave rise to the needs of the specific support provided by the other party.

3. Part I, Section A, Block 2 - Commitment Circumstances Continued. List and attach all relevant documents.

a. List and identify, by title, all documentation supporting the unauthorized commitment. The supporting documentation must be listed in chronological order as explained in the sequence of events which led to the unauthorized commitment.

b. The following supporting documentation, as a minimum, must be included in the ratification packet.

(1) A funded DA Form 3953 (Purchase Request and Commitment). Funds identified on DA Form 3953 must be certified for the fiscal year in which the unauthorized commitment occurred. If the unauthorized commitment occurred in a prior fiscal year and funds are not available for obligation, the Funds Certifying Officer must make an appropriate statement and certification. The DA Form 3953 must be processed through normal channels for the supplies or services being ratified.

(2) Invoice.

(a) The invoice must be completed and must contain the following signed statement by the person submitting the invoice. "I certify that the above bill is correct and just, that payment thereto has not been received and that the prices are exclusive of taxes, duties or similar charges which are not applicable to the United States Government."

(b) The invoice must also contain the following appropriate statement signed by a government representative. Normally, the government representative should be the person that received the supplies or services. Statement for supplies:

"I certify that the supplies (unauthorized commitment) described herein have been inspected and accepted by a Government official."

OR

Statement for services: I certify that the services (unauthorized commitment) described herein have been satisfactorily completed and accepted by an authorized Government official."

(c) Last block of Part I, Section A, Typed name and title of individual making unauthorized commitment: Self-explanatory.

4. Part I, Section B - Supervisor Review. This section is to be completed by the immediate supervisor of the individual that made the unauthorized commitment. For staff elements of MEDCOM, the signature of the unit commander will be that of the Chief of Staff. For subordinate units of MEDCOM, the signature will be that of the Commander of the organization.

a. Part I, Section B, Block 1. The immediate supervisor of the person who made the unauthorized commitment must summarize the facts concerning the event.

b. Describe attempts to resolve unauthorized commitment prior to requesting ratification. Provide an explanation as to why the invoice cannot be canceled or supplies returned.

5. Part I, Section C - Recommendation Regarding Contractual Ratification. This section is to be completed by a Unit Commander, Director, or Activity Chief. At minimum, this is the first 0-6 or equivalent in the individual's chain of command.

a. Part I, Section C, Block 1. Describe remedial action taken to prevent recurrence or state reason why remedial action is not necessary. Address actions taken within the organization to preclude future recurrence of an unauthorized commitment. Actions taken must be specific and include verifiable corrective actions.

b. Part I, Section C, Block 2. Describe disciplinary action taken. Describe any disciplinary action taken. If no disciplinary action was taken, an explanation as to why no disciplinary action was considered necessary to ensure the ratification process is not used in such a manner in the future as to encourage such commitments by government personnel, thereby violating regulatory and statutory requirements. A statement such as "no disciplinary action was taken" is inappropriate and too vague.

6. Part I, Section C, Block 3. Recommend Contractual Ratification.

a. Identify the purchase request that will be used to ratify the unauthorized commitment. The purchase request must be processed through normal channels before being attached to MEDCOM Form 747-R.



- b. Annotate on DA Form 3953 the statement “This PR&C is part of a request for ratification action.”
- c. Attach invoice with appropriate statements including DD Form 250 (Material Inspection and Receiving Report).

7. Part I, Section C, Block 4. Do Not Recommend Contractual Ratification.

- a. Self-explanatory. Insert appropriate comments for not recommending a contractual ratification.
- b. Last block of Part I, Section C, Typed Name, Title and Organization of Unit Commander. Self-explanatory. Signature block for the staff elements will be the Chief of Staff. For subordinate units, it will be the subordinate unit commander. At a minimum, this is the first O-6 or equivalent in the individual’s chain of command.

8. Part I, Section D - Commander’s Review.

- a. The MTF Commander is to review the circumstances, facts, and action taken concerning the unauthorized commitment action and either concur or nonconcur with further processing of the ratification by the Chief of the MEDCOM Contracting Office. If after reviewing the circumstances, facts and action taken and not concurring with the action, MTF Commander may request further documentation, recommend payment by the individual making the unauthorized commitment, recommend further documentation of corrective actions(s) taken, or provide another form of action and explain.
- b. Last block of Part I, Section D, Commander’s Review. Self-explanatory. Signature block for the command elements will be the MTF Commander. For subordinate units it will be the Chief of Staff.

9. Part II, Contracting Officer’s Review. The assigned contracting officer shall review the file and proceed with the review process outlined in the section. Prepare written findings and recommendation and obtain legal review.

10. Part III, Section A - Legal Review and Final Disposition. Legal counsel shall provide a legal opinion that concurs or nonconcur with the ratification recommendation, stating the basis for the legal opinion. After the legal review is completed the file shall be returned to the local Regional Contracting Office, signed and dated by the local Legal Advisor.

11. Part III, Section B (Completed by Chief, Regional Contracting). If the action is in excess of \$10,000 send the documentation to HCAA Staff Ratification Officer for action.

## **Appendix B**

Appendix B contains the following "-R" form (authorized for local reproduction).

MEDCOM Form 747-R  
(MEDCOM Request for Approval of Unauthorized Commitment)

**MEDCOM REQUEST FOR APPROVAL OF UNAUTHORIZED COMMITMENT**

For use of this form see MEDCOM Pam 715-2

IN THE AMOUNT OF (\$):	TO (COMPANY NAME):
FOR (SUPPLIES/SERVICES):	COMMITTED (DATE):

COMMITTING ACTIVITY/UNIT:

**PART I - DESCRIPTION OF COMMITMENT AND UNIT COMMANDER'S REVIEW**

**AUTHORITY: FEDERAL ACQUISITION REGULATIONS (FAR) AND ARMY FEDERAL ACQUISITION REGULATION SUPPLEMENT (AFARS)**  
The individual making the unauthorized commitment shall complete Blocks 1 and 2 of Part I, Section A, provided the required documentation, sign, date, and forward to his/her immediate supervisor for completion of Block I, Part I, Section B. The immediate supervisor shall then forward the file to their Unit Commander, Director, or Activity Chief (as a minimum, this is the first O-6 or equivalent in the individual's chain of command) for completion of Blocks 1 through 4, Part 1, Section C. The complete file shall be forwarded through command channels to the Chief of the Regional Contracting Office. All information will be completed in detail.

**PART I, SECTION A - COMMITMENT CIRCUMSTANCES**

1. Statement by Individual Describing Circumstances. (Include what bona fide need of the Government necessitated the commitment, how the commitment was made, why normal procurement procedures were not followed, the benefit received by the Government, the value of that benefit, and any other pertinent facts.)

**PART I, SECTION A - COMMITMENT CIRCUMSTANCES (CONT)**

2. List and attach all relevant documents. (Include orders, invoices, and other evidence of the transaction.)

TYPED NAME AND TITLE OF INDIVIDUAL MAKING UNAUTHORIZED COMMITMENT:

SIGNATURE:

DATE:

**PART I, SECTION B-SUPERVISOR REVIEW**

(Completed by immediate supervisor or individual making unauthorized commitment)

1. Comments of Immediate Supervisor of Individual Making Unauthorized Commitment.

TYPED NAME, TITLE, AND ORGANIZATION OF SUPERVISOR:

SIGNATURE:

DATE:

<b>PART I , SECTION C-RECOMMENDATION REGARDING CONTRACTUAL RATIFICATION</b> (Completed by Unit Commander, Director or Activity Chief - as a minimum, this is the first 0-6 or equivalent in the individual's chain of command.)		
1. Describe remedial action taken to prevent recurrence or state reason why remedial action is not necessary.		
2. Describe disciplinary action taken. (Include a description of any administrative action to be taken under applicable personnel authority or furnish an explanation of why no disciplinary action was considered necessary.)		
3. Recommend Contractual Ratification	<input type="checkbox"/>	Appropriately Funded Purchase Request (DA Form 3953) and Material Inspection and Receiving Report (DD Form 250) are forwarded herewith.
4. Do Not Recommend Contractual Ratification	<input type="checkbox"/>	Explain Reason:
TYPED NAME, TITLE, AND ORGANIZATION OF UNIT COMMANDER:	SIGNATURE:	DATE:

**PART I , SECTION D- COMMANDER'S REVIEW**

(Completed by Hospital Commander)

I have reviewed the circumstances, facts, and actions taken concerning the unauthorized commitment action and I concur with further processing of the ratification by the Chief of the Regional Contracting Office.

I have reviewed the circumstances, facts, and actions taken and I do not concur that this action should be further processed for ratification. Action should be returned to the activity supervisor:

Further documentation of circumstances.

Payment by individual making the unauthorized commitment.

Further documentation of corrective action(s) taken.

Other (Explain).

TYPED NAME, TITLE, AND ORGANIZATION OF HOSPITAL COMMANDER:

SIGNATURE:

DATE:

**PART II - CONTRACTING OFFICER'S REVIEW**

(Completed by the assigned Contracting Officer)

THE ASSIGNED CONTRACTING OFFICER SHALL REVIEW THE FILE AND PROCEED AS FOLLOWS:

1. Determine the adequacy of all facts, records, and documents furnished and obtain any additional material required.
2. Obtain an opinion from legal counsel as to whether the acquisition is ratifiable under FAR 1.603-3, AFARS 5101.602-3, or should be handled otherwise.
3. State whether the price involved is considered fair and reasonable and indicate how that determination was made.
4. Determine whether sufficient funds are available to pay for acquisition.
5. Prepare a summary statement of facts addressing the foregoing. The statement is to include a recommendation as to whether the transaction should be ratified. *(If more space is required attach plain bond paper).*

TYPED NAME AND GRADE OF CONTRACTING OFFICER:

SIGNATURE:

DATE:

**PART III , SECTION A- LEGAL REVIEW AND FINAL DISPOSITION**

(Completed by Legal Counsel)

DETERMINE WHETHER THE ACQUISITION IS RATIFIABLE UNDER AFARS 5101.602-3 and FAR 1.602-3, OR RECOMMEND OTHER APPROPRIATE DISPOSITION. (Return to Chief, Regional Contracting Office for denial disposition.)

TYPED NAME, GRADE OF LEGAL ADVISOR:

SIGNATURE:

DATE:

**PART III , SECTION B**

(Completed by Chief, Regional Contracting Office)

Based on the Foregoing Determination, Request for Approval of Unauthorized Commitment is:

1. Actions of \$10,000 or Less

Approved (Issue Purchase Order).

Disapproved (Provide Disposition Instructions in accordance with FAR 1.602-3(d) and AFARS 5101.602-3-90).

2. Actions in excess of \$10,000

Approval is Recommended.

Disapproval is Recommended (See FAR 1.602-3(d) and AFARS 5101.602-3-90).

TYPED NAME AND GRADE OF CHIEF, REGIONAL CONTRACTING OFFICER:

SIGNATURE:

DATE:



## Glossary

### Section I

#### Abbreviations

AFARS .....	Army Federal Acquisition Regulation Supplement
CHCC.....	Center for Health Care Contracting
FAR.....	Federal Acquisition Regulation
HCAA .....	Health Care Acquisition Activity
MEDCOM.....	U.S. Army Medical Command
MTF.....	military treatment facility
PARC .....	Principal Assistant Responsible for Contracting
RCO.....	Regional Contracting Office

### Section II

#### Terms

This section contains no entries.

**The proponent of this publication is the U.S. Army Medical Command Health Care Acquisition Activity. Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) to Commander, U.S. Army Medical Command Health Care Acquisition Activity, ATTN: MCAA, 2107 17th Street, Suite 69, Fort Sam Houston, TX 78234-5069.**

FOR THE COMMANDER:

JOSEPH G. WEBB, JR.  
Major General  
Chief of Staff

CHARLES C. HUME  
Colonel, MS  
Assistant Chief of Staff for  
Information Management

#### DISTRIBUTION:

This publication is available in electronic media only and is intended for MEDCOM distribution Aa, Ba, Ca, Da, Ea, and Fa.

#### SPECIAL DISTRIBUTION:

MCHC (Stockroom) (1 cy)  
MCHS-AS (Forms Mgr) (1 cy)  
MCHS-AS (Editor) (2 cy)

## APPENDIX 10

### MEDCOM Reg 715-3

#### Procurement Contractor/Contractor's Employees and MEDCOM Personnel Relationships

DEPARTMENT OF THE ARMY  
HEADQUARTERS, UNITED STATES ARMY MEDICAL COMMAND  
2050 Worth Road  
Fort Sam Houston, Texas 78234-6000

MEDCOM Pamphlet  
No. 715-3

14 June 1999

#### Procurement CONTRACTOR/CONTRACTOR'S EMPLOYEES AND MEDCOM PERSONNEL RELATIONSHIPS

Issue of supplements to this regulation by subordinate commanders is prohibited, unless specifically approved by HQ MEDCOM, ATTN: MCAA.

1. HISTORY: This is the first printing of this publication.
  
2. PURPOSE. This publication establishes U.S. Army Medical Command (MEDCOM) guidance for the proper relationship between MEDCOM personnel and contractors/contractor's employees and is issued by the Assistant Surgeon General for Force Sustainment, as Head of Contracting Activity, MEDCOM Health Care Acquisition Activity (HCAA), pursuant to the Federal Acquisition Regulation.
  
3. REFERENCES.
  - a. Title 5, United States Code, Sections 3109, 5308, 5532, and Chapter 51.
  - b. Title 18, United States Code, Sections 206, 207, and 208(a) and (b).
  - c. Federal Acquisition Regulation, Part 9, Subpart 9.5, Organizational and Consultant Conflicts of Interest.
  - d. Federal Acquisition Regulation, Part 17, Subpart 17.5, Interagency Acquisition Under the Economy Act.
  - e. Department of Defense (DOD) 5500.7-R, Joint Ethics Regulation, change 4.
  - f. Administrative Instruction No. 2, subject; Employment of Experts and Consultants, current edition.
  
4. EXPLANATION OF ABBREVIATIONS AND TERMS. Abbreviations and special terms used in this publication are explained in the glossary.

5. **APPLICABILITY.** This publication applies to all MEDCOM and subordinate activity personnel and their contractors/contractor's employees. It does not apply to U.S. Army Medical Research and Materiel Command and its subordinate activities.

6. **RESPONSIBILITIES.**

a. The responsibility for our organization's commitment to integrity and values rests with each government employee.

b. MEDCOM personnel are responsible for complying with the command-wide standards of conduct and for presenting issues if they are concerned that standards are not being met.

c. Key personnel and supervisors must apprise their subordinates and associates of the rules applying to MEDCOM personnel and contractor relationships. Additionally, they are required to listen and act on concerns expressed by employees and contractors/contractor's employees about possible violations of government-wide policies, laws, and regulations.

7. **POLICY.** The MEDCOM policy is to support and comply with statutorily mandated rules and regulations intended to maintain the integrity of the acquisition process. An important factor in maintaining a fair and impartial environment is the relationships between MEDCOM personnel and contractors/contractor's employees. This policy defines general guidelines for daily interactions in accordance with government-wide provisions for procurement ethics. Failure to understand or follow these rules could result in possible civil or criminal penalties. Criminal statutes (reference 3b) apply to everyone and all are obligated to abide and enforce those statutes.

8. **GENERAL GUIDELINES.**

a. MEDCOM personnel must protect procurement information from unauthorized disclosure or compromise. Procurement information generally includes, but is not limited to, budget matters, strategic planning, short-term and mid-term plans, other contractor's proprietary information, and any other information that could be used to gain a competitive advantage.

b. Contractors personnel are not government employees and will not perform inherently governmental functions such as making management decisions on behalf of the government. Other examples of inherently governmental functions are:

1) Direction, control, and supervision of federal employees.

2) Approval of positions descriptions, performance standards, or appraisals/performance evaluation reports for federal employees.

3) Selection or nonselection of individuals for government employment, including interviewing individuals for employment.

4) Leadership representation or command of military forces, especially the leadership of military personnel who are members of the combat, combat support, or combat services support role.

5) Determination of federal program priorities for budget requests.

6) Determination of agency policy, such as determining the content and application of regulations.

7) Approving the work of a contractor. (Contractors/contractor's employees will not make final decisions nor approve their own recommendations; one contractor cannot approve another contractor's recommendations.)

c. Conduct considered inappropriate for contractors/contractor's employees will not be accomplished through subcontractors, suppliers, consultants, or any other means.

d. An unauthorized personal services contract relationship can occur through creation of a supervisor-employer relationship in a nonpersonal services contract. If such a relationship is developed, the contractor becomes subject to the dual compensation provision that follows

1) A retired civilian employee may be hired as an expert or consultant; however, the civil service annuity, computed on a daily rate, shall be deducted from his or her pay for the actual time worked.

2) The military retired pay of a retired regular commissioned or warrant officer serving as an expert or consultant shall be reduced in accordance with 5 U.S. Code 5532 (b) (reference 3a). Reduction of retired pay is not required for the first 30-day period for which salary is received. The 30-day exclusion does not apply to more than one appointment aggregating more than 30 days within the same work year nor a reappointment aggregating position in the succeeding work year. The reduction is effective the 31<sup>st</sup> calendar day for full-time, temporary appointment and effective with appointment. Temporary, full-time is regular employment with a limited duration. The 30 days are calculated by the full calendar period employed, including Saturdays and Sundays.

e. Army policy allows activities to obtain their acquisition and contracting support from the Army or other DOD organizations that best satisfy their requirement in terms of technical capability, quality, cost (including administrative support costs), and timeliness. To ensure appropriate contractor relationships are established and appropriate strategies or contracting tools are adopted, HCAA will serve as the command's business advisor for contracting matters. This excludes contracting matters specifically provided for by the U.S. Army Medical Research Acquisition Activity, the Defense Supply Center Philadelphia and acquisitions mandated from required sources of supplies prescribed in Federal Acquisition Regulation Part 8 (which has separate statutory authority). All other contracting office assigned to each location. The HCAA reviews are intended to ensure the AMEDD activities receive the best, value for their dollars and to enforce the Defense Federal Acquisition Regulation Supplement requirement for development of an Economy Act Determination and Finding for all contracting that is offloaded outside of DOD. Requests for Economy Act Determination and Finding will be sent through the Principal Assistant Responsible for Contracting at the MEDCOM HCAA to the MEDCOM Head of Contracting Activity for approval.

9. SPECIFIC ORGANIZATIONAL CONFLICTS OF INTEREST. MEDCOM personnel and contractors/contractor's employees will not engage in conduct or activity that may raise questions as to the MEDCOM's honesty, impartiality, or reputation. Reference 3c further prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organization conflicts of interest. The following summarizes specific prohibitions.

a. Employment discussions with contractors/contractor's employees, implicate serious statutory and regulatory restrictions applicable to certain current and former U.S. Government employees. MEDCCOM personnel will first consult with their ethics advisor to ensure compliance with conflict of interest restrictions.

b. Reference 3a prohibits a government employee from participating personally and substantially as a government officer or employee in a procurement, if he/she has a financial interest in the company, unless he/she makes full disclosure to his/her superiors and either disqualifies himself/herself from further participation in such matters or receives a written determination exempting him/her from the requirement to disqualify himself/herself.

c. MEDCOM personnel must not direct contractors to employ a specifically named individual. This does not preclude MEDCOM personnel serving on source selection panels from evaluating qualifications of key personnel.

d. MEDCOM personnel are not authorized to be involved in deciding the direct compensation of contractor employees and are not to disclose direct compensation information or other elements of costs to other contractors/contractor's employees. Any inquiries of that nature are to be referred to the contracting officer.

e. MEDCOM personnel must ensure that all contract requirements, including development of statements of work, are written independently. If a contractor participates in the preparation of a statement of work or otherwise participates in the development of the requirement, he/she cannot compete for an award of a contract.

f. MEDCOM personnel's market research activities must not include negotiation of prices, terms, and conditions. In addition, the independent government estimates must not be shared with contractors/contractor's employees.

g. MEDCOM personnel must contact the contracting officer when there are any changes in contract requirements. The contractor/contractor's employee and contracting officer's representative cannot negotiate contract changes and jointly prepare submissions to the contracting officer.

h. When MEDCOM personnel and contractors/contractor's employees are collocated, care must be taken to protect procurement sensitive information.

i. MEDCOM personnel and contractors/contractor's employees must conduct business in an atmosphere of openness. All meetings should be scheduled during normal business hours and settings under circumstances that cannot be interpreted to imply concealment.

j. MEDCOM personnel and contractors/contractor's employees must ensure daily activities do not transmit procurement sensitive information or the perception of giving current contractor(s) a competitive advantage. This is particularly important where there may be preexisting social and personal relationships with retired military or retired civil service employees.

k. Contractors/contractor's employees will not attend meetings, briefings, video-teleconferences, or other exchanges of information where the subject matter being discussed could provide a competitive advantage. Contractors/contractor's employees may be used to plan conferences or serve as facilitators;

however, care must be taken to ensure that information is not discussed which could potentially provide a competitive advantage in future acquisitions.

l. Contractors/contractor's employees must identify themselves as contractors or employee of contractors and not as members of a particular directorate or command in phone, correspondence, or other communications.

m. Contractors/contractor's employees will not represent commanders or directorates at meetings, conferences, or at any other gathering.

n. Contractors/contractor's employees are not authorized to participate in social events, training holidays, organization day activities and other similar activities, unless the specific activity is defined in the contract. Exceptions include all professional meetings, such as the National Contract Management Association and the Association of Military Surgeons of the United States.

o. The joint Ethics Regulation limits acceptance of gifts and gratuities from contractors and contractor's employees. MEDCOM personnel will not solicit anything of value from contractors/contractor's employees. Small gifts are occasionally offered in meetings with contractors. Food and refreshments that are not part of a meal (e.g. coffee and donuts) may be accepted. MEDCOM personnel also may accept presentation items, such as a commemorative coin or plaque, or other items worth less than \$20. While MEDCOM personnel may generally accept these small gifts, they may not do so if their acceptance will create an appearance of impropriety. As gifts and gratuities present a real danger of creating a conflict or an appearance problem, MEDCOM personnel should discuss acceptance with an ethics counselor, preferably in advance of acceptance.

p. As a condition of doing business with the MEDCOM, contractors/contractor's employees are absolutely prohibited from bringing food or drink into the government work area, unless it is for personal consumption.

q. MEDCOM employees should not attend repetitive social events with contractors/contractor's employees. Examples of social events are lunches, physical training, sports, or other recreational events.

r. Contractors/contractor's employees will not participate in government provided training, unless specifically provided for in their contract.

## 10. PROCEDURES.

a. Badges. All contractors/contractor's employees will be required to wear a distinct colored badge identifying themselves as contractors/contractor's employees and not government employees.

b. Voice and data services for contractors/contractor's employees. Contractors/contractor's employees providing nonappropriated fund type service will normally be provided access to data services and networks for the conduct of official business. Contractors/contractor's employees providing appropriated fund type support in the government workplace will receive access to voice/data services and networks as government-furnished equipment and/or service.

c. Questions. Questions in regards to specific issues may be addressed on a case-by-case basis in consultation with the HCAA management and the MEDCOM Ethics Advisor.

## Glossary

### Section I

#### Abbreviations

DOD	Department of Defense
HCAA	Health Care Acquisition Activity
MEDCOM	U.S. Army Medical Command

### Section II

#### Terms

**Contract.** A mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the government of an expenditure of appropriated funds and that, except as otherwise authorized, are in writing.

**Contracting Officer (KO).** A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

**Contracting Officer's Representative (COR).** An authorized representative of the contracting officer acting within the limits of his/her authority as delegated by the contracting officer.

**Consultant.** An individual possessing uncommon, special, current knowledge or skill in a broad area, combined with extensive experience in the application of such knowledge or skill in an operational setting. As a consequence, consultants are well-recognized outside of their peer group.

**Expert.** An individual possessing uncommon, special, current knowledge or skill in a particular field. An expert is an outstanding specialist with a high level of peer recognition.

**Intermittent Appointment.** Occasional or irregular employment of progress, projects, or problems, or phases thereof, requiring intermittent service not to exceed 130 workdays in a service year. (If at any time it is determined that the expert's or consultant's work no longer is intermittent in nature, the employment shall be terminated immediately or converted to full-time, if circumstances allow).

**Market Research.** Collecting and analyzing information about capabilities within the market to satisfy agency needs.

**Organizational Conflict of Interest.** Means because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has a unfair competitive advantage.

**Personal Services Contract.** A contract that, by its expressed terms or as administered, makes the contractor personnel appear, in effect, to be government employees.

**Temporary Appointment.** Full- or part-time employment in an authorized billet on programs, projects, or problems, or phases thereof requiring temporary services for 1 year or less.

The proponent of this publication is the U.S. Army Medical Command Health Care Acquisition Activity. Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) to Commander, U.S. Army Medical Command: ATTN: MCAA, 2050 Worth Road, Suite 37, Fort Sam Houston, TX 78234-6037.

FOR THE COMMANDER:



PATRICK D. SCULLEY  
Major General, DC  
Chief of Staff

CARL E. HENDRICKS  
Colonel, MS  
Assistant Chief of Staff for  
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## APPENDIX 11

### HEADER

OFFICE SYMBOL

DATE

MEMORANDUM FOR Great Plains Regional Contracting Office, Fort Sam Houston, TX 78234  
(ATTN: Contracting Officer)

SUBJECT: Nomination of Contracting Officer's Representative (COR) and Alternate Contracting  
Officer's Representative (ACOR) as applicable, for Purchase Request or Contract  
XXXXXXXXXXXXXXXXXX

1. References:

- a. Federal Acquisition Regulation (FAR) Subpart 42.2, Contract Administration Services
- b. Defense Federal Acquisition Regulation Supplement (DFARS) Subpart 201.6, Contracting Authority and Responsibilities, subparagraph 201.602-2, Responsibilities.
- c. Defense Federal Acquisition Regulation Supplement (DFARS) Subpart 242.2, Contract Administration Services.
- d. MEDCOM Regulation No. 715-3, Contractor/Contractor's Employees and MEDCOM Personnel Relationships.
- e. Joint Ethics Regulation DOD 5500.7R.
- f. Office of the Assistant Secretary of the Army, Acquisition Logistics and Technology Memo, Contract Administration and Surveillance for Service Contracts, 07 February 2007.
- g. MEDCOM Head of Contracting Activity (HCA) Memo, Contract Administration and Surveillance for Service Contracts, 29 OCT 07.

2. Purpose: To nominate the COR and Alternate COR (ACOR) for Purchase Request  
XXXXXXXXXXXXXXXXXX or Contract Number XXXXXX-XX-X-XXXX.

a. Pursuant to reference 1. b. above, [Name of Appointee] is nominated as the Contracting Officer's Representative (COR) for administration of the following requirement:

Purchase Request or Contract Number: XXXXXXXXXXXXXXXXXXXX

For: [Name of Service(s)] provided for [Name of MTF], Department of [Name of Department],  
ATTN: [Name of Appointee], [Address]

b. Pursuant to reference 1. b. above, [Name of Appointee] is nominated as the Alternate Contracting Officer's Representative (ACOR). This individual, in the COR's absence, should act with all authority

granted to the COR. When the COR is unavailable and the ACOR is required to act in the COR's place, notification in writing shall be made to the contractor and the Contracting Officer prior to the COR's absence identifying the dates in which the ACOR will perform COR duties.

c. Mr./Mrs. \_\_\_\_\_ qualifications and experience are:

d. Mr./Mrs. \_\_\_\_\_ title, business address, e-mail address, phone number and fax number are:

e. In case of any problems, disagreements, or other questions pertaining to the COR's performance of duties, you may contact \_\_\_\_\_.

f. I certify that Mr./Mrs. \_\_\_\_\_ has completed the required initial COR training, Defense Acquisition University (DAU) continuous learning course, CLC 106, COR with a Mission Focus. The nominee shall complete CLC 106 every 3 years. The Nominee shall complete annual ethics training and acquisition specific ethics training as long as it is a separate requirement. The nominee is aware of the "COR Community" and resources available online at the DOD AT&L Acquisition Community Connection <https://acc.dau.mil/COR>. The nominee shall provide evidence of training completion to the appointing Contracting Officer immediately following any pertinent training and shall keep a copy in the respective COR file.

g. The COR/ACOR is/is not military and their date of rotation or next anticipated assignment is:

3. I recommend that the COR be assigned the following duties:

a. Verify that the contractor performs the technical requirements of the contract according to the contract terms, conditions, and specifications.

b. Perform, or cause to be performed, inspections necessary in connection with paragraph 3. a. and verify that the contractor has corrected all deficiencies. Perform acceptance for the Government of services performed under this contract.

c. Maintain liaison and direct communications with the contractor.

d. Monitor the contractor's performance, notify the contractor of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faultily or nonconforming work, delays, or problems.

e. Assist the contractor to ensure timely completion of Contract Manpower Reporting (CMR) as required by the contract. Provide the contractor information required by CMR that is not apparent in the contract and ensure the contractor reports all CMR information.

f. Submit a monthly contractor Performance Assessment Report (PAR) to the Contracting Officer that shall include observations regarding the contractor's quality of service, schedule (timeliness), cost control, business relations, management of key personnel, and any other pertinent areas of interest.

g. Coordinate site entry for contractor personnel, and ensure that Government-Furnished Property (GFP) is available as applicable.

h. Review contractor invoices to ensure that labor hours, labor mix, materials (if any), travel, and other direct costs identified are consistent and reasonable for the effort completed during the period covered by the invoice.

i. Adhere to the Standards of Ethical Conduct for Employees of the Executive Branch, as prescribed in DOD 5500.7R of the Joint Ethics Regulation.

4. If you have any questions regarding this nomination please contact the undersigned at (XXX) XXX-XXXX, fax at (XXX) XXX-XXXX, or email at XXX.XXX@amedd.army.mil.

SIGNATURE BLOCK

## Appendix 12

MEMORANDUM FOR GPRCO CONTRACTING

Date: 12 Sep 07

FROM: FW Bliss Army Health Center, Ft Huachuca, AZ

Subject: GSA/VA Contract Comparison Worksheet – “Best Value” Selection

1. Purchase Request No: W61DC672498450
2. Description of item being evaluated: Sterilizer

### Recommended Evaluation Criteria – Rating Guide (when not available – NA)

Excellent – 5      Very Good – 4      Good – 3 Fair – 2      Poor – 1			
3. ITEM DATA	SOURCE 1	SOURCE 2	SOURCE 3
Contractor/Vendor	Steris	Getinge USA Inc.	Belimed
GSA/VA Contract No.	V797P-4921a	V797P-4049a	V797P-4416a
Brand/Model Item/Cat No.	Reliance Endoscope Processor #MB30001	8666 Washer / Disinf.	Belimed WD250 Washer #620250
Price	\$32,250.00	\$39,532.87	\$36,701.00
4. CRITERIA	EVALUATION	EVALUATION	EVALUATION
Considerations	Rating/Comment	Rating/Comment	Rating/Comment
Past Performance	5	5	5
Special Features	User friendly, simple to load and operate; offers high level disinfection of up to two scopes within a 4-minute generation and 6-minute exposure time at 50 deg C – complete a disinfection cycle in less than 30 minutes. self-cleaning; provides preprogrammed decontamination cycles to prevent formation of biofilm inside the processor	Preprogrammed processing cycles; power operated doors, automatic loading	High capacity on minimal floor space; heavy duty drying unit by 2 high performance turbines and heap filter; low-noise wash pump and drying unit; small outer dimension – ergonomic loading/unloading level; pump pressure monitoring
Trade-In	N/A	N/A	N/A
Durability and/or Life Cycle			
Warranty Service	Standard warranty	2 YR	1 YR
Maintenance Availability	Yes	YES	YES
Environmental Factors & Energy Efficiency			
Delivery Terms	FOB origin	FOB: ORIGIN	FOR: DEST
<b>5. SELECTED CONTRACTOR/ITEM Brief Explanation of Basis for decision:</b>	Innovative technology offers enhanced patient and staff safety, improved quality through an automated, consistent and repeatable process, and increased productivity from faster total reprocessing time.		

6. Requestor/POC: SSG Smith, OR, 210-916-1234

**EXPLANATION:** Objective of evaluation from at least three sources is selection of “best value” products. Purchasing data should be current. – e. g. quotes should be obtained within 30 days of submission (only those for the selected products need to be forwarded). Other considerations for evaluation maybe used. “Best value” product is not a sole source but one that offers greater benefits in comparison to other products. Justification of a sole source requirement must include an explanation of the unique features/capabilities that are “NOT AVAILABLE FROM ANY OTHER SOURCE” and full documentation of how the Government will be harmed if these specific features are not acquired must be included. Comments such as “latest technology” are not adequate unless it has capabilities no other product has. Sole source justifications require the written approval of a GPRCO Contracting Officer prior to placing an order. This table may be expanded or additional pages attached provide the appropriate information.