

BY ORDER OF THE COMMANDER AIR COMBAT COMMAND  
AIR COMBAT COMMAND INSTRUCTION 64-101

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*Contracting*

CONTRACTOR VISITS AND MANAGEMENT OF CONTRACTOR RELATIONS  
COMPLIANCE WITH THIS PUBLICATION IS MANDATORY

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This instruction implements Air Force Policy Directive (AFPD) 64-1, *The Contracting System*. It sets forth responsibilities and procedures for arranging and monitoring official visits by contractors to general officers and other personnel in Headquarters Air Combat Command (HQ ACC) and visits by ACC personnel to contractor facilities. It also establishes rules on government and contractor personnel relations in HQ ACC. This publication applies to Air Force Reserve Command (AFRC) Units and individual Reservists and Air National Guard Units assigned to ACC. Refer recommended changes and questions about this publication to the Office of Primary Responsibility (OPR) using the Air Force (AF) Form 847, *Recommendation for Change of Publication*; route AF Form 847 from the field through the appropriate functional's chain of command. Ensure that all records created as a result of processes prescribed in this publication are maintained in accordance with Air Force Manual (AFMAN) 33-363, *Management of Records*, and disposed of in accordance with the Air Force Records Information Management System (AFRIMS) Record Disposition Schedule (RDS). This publication may be supplemented at any level, but all direct Supplements must be routed to the OPR of this publication for coordination prior to certification and approval.

## **SECTION A—RESPONSIBILITIES**

### **1. Overview:**

1.1. Productive interactions between ACC personnel and industry partners are desirable and should be encouraged to ensure that the government understands the marketplace and can award a contract or order for a required product or an effective solution at a reasonable price. Access to current market information is critical for ACC program managers as they define requirements and for contracting officers as they develop acquisition strategies, seek opportunities for small businesses, and negotiate contract terms. Our industry partners are often the best source of this information. Early, frequent, and clear communication between ACC and its current and potential suppliers helps promote common understanding of matters of mutual interest to include ACC's short-term objectives and needs, and long-term goals. The full benefit of ACC's relationship with industry partners can only be achieved by having fair and transparent dialogue in a manner which protects sensitive information, operations, sources, methods, and technologies.

1.2. Contractor visits to general officers and other personnel in HQ ACC are a matter of command, congressional, and often public interest and must be evaluated to ensure visit

arrangements are appropriate and managed in a courteous and professional manner. All ACC personnel who interact with contractors have an ethical responsibility to avoid even the appearance of impropriety when facilitating or arranging contractor visits. ACC's interaction with industry can positively impact the ACC mission – but there are specific rules for such encounters. ACC personnel must be aware of these rules to avoid ethical missteps and procurement integrity violations.

1.3. The requirements in this instruction govern contractor visits with ACC personnel. All HQ ACC organizations and personnel will comply with these rules and policies when processing requests for visits with contractors.

1.4. Visits of HQ ACC personnel to contractor facilities are also a matter of broad interest. All such visits must be planned to ensure appropriate ethical rules are followed and to avoid any inappropriate appearance of partiality or endorsement.

1.5. ACC's reliance on contractor personnel to perform its mission makes it imperative that all HQ ACC personnel recognize the important distinctions between government employees and contractor personnel. This instruction sets out those distinctions.

1.6. In addition to contractor visits, this instruction also applies to other information exchanges with individuals and entities who are not part of the United States Government concerning matters which relate to potential, pending, or ongoing procurements as well as operational metrics and any other non-public information which may be used to measure or define government requirements in present or future procurements. Such information exchanges include, but are not limited to: documentary correspondence, e-mail and other electronic correspondence, telephone conversations and video-teleconferences.

## **2. Specific Responsibilities:**

2.1. HQ ACC/Acquisition Management Integration Center (AMIC) is the process owner managing the HQ ACC Contractor Visit Program.

2.2. HQ ACC/AMIC will work closely with ACC/CCE, CVE, and DS staff to determine appropriate host directorate or special staff agency, identified as Visit OPR, for any contractor visits to the ACC command section. The Visit OPR will be responsible for coordinating the contractor visit. Visit OPR will be responsible for all administrative planning for the visit, to include escort and similar host responsibilities. HQ ACC/AMIC will provide additional guidance, as required, on contractor visits with directorate general officers and directors assigned to HQ ACC.

2.3. For all other contractor visits, the host directorate or special staff agency executive officers are the Visit OPRs for scheduling, coordinating, and planning contractor visits within their directorate (e.g., visit with directorate deputies and their divisions).

2.4. The Visit OPR responsible for a particular contractor visit will review the AMIC provided list of contractors approved to visit HQ ACC. If the requesting contractor's name is not listed, the Visit OPR will refer them to the AMIC for assistance. ***The purpose for AMIC preapproval is to ensure the subject matter of the proposed briefing or content discussed during the visit do not adversely affect ongoing source selections or result in a perception of preferential treatment or favoritism.***

2.5. Contractors who desire to visit HQ ACC are required to register with AMIC. Registration consists of signing a memorandum (see **Attachment 2**) and submitting it to AMIC. The purpose of the registration is for contractors to acknowledge that they had an opportunity to review and will comply with the rules for contractor visits in this instruction. AMIC will compile a list of registered contractors ('contract visit registration list') and make the list available for Visit POCs to review when a visit request occurs. Registration is valid for a period of 24 months ('registration period'). AMIC will maintain the registration list; however, it is the contractor's responsibility to ensure they re-register with AMIC at the end of the registration period as necessary.

2.6 The Visit OPR will ensure contractor requests to conduct a product or concept demonstration are submitted using the ACC Demonstration Agreement – Statement of Understanding (see **Attachment 3**). See paragraph **12.3**. for additional guidance.

2.7. HQ ACC/AMIC is the initial POC ("gatekeeper") to which other HQ ACC staff can refer third parties when private parties inquire about information concerning requirements, acquisitions (potential, pending or in-progress), or operational metrics which relate to present or future requirements. In such situations, HQ ACC/AMIC will ordinarily provide the third party with the contact information for the responsible contracting or acquisition program office, or other appropriate OPR. HQ ACC/AMIC is also the POC for receiving unsolicited proposals.

2.8. HQ ACC/JAQ provides legal advice concerning the propriety of contractor visits and queries for acquisition related information to affected ACC organizations.

## **SECTION B—RULES FOR CONTRACTOR VISITS**

**3. General.** Former Department of Defense (DoD) employees (retired or separated, military or civilian) often gain employment with contractors who seek to do business with HQ ACC. Typically, these former employees will seek an audience with directors or above on the HQ ACC staff to establish relationships or facilitate an exchange of information. HQ ACC personnel must know and adhere to DoD ethical guidelines when a contractor visit request is received.

### **4. Visits by Retired Senior DoD Personnel.**

4.1. Personal Visits. Retired DoD officials who visit HQ ACC activities for purely personal reasons should be accorded billeting and other privileges and courtesies authorized by law and regulation as commensurate with the retiree's status.

4.2. Representing Contractors. As with personal visits, retired DoD officials visiting HQ ACC activities to conduct business on behalf of any Air Force or Department of Defense contractor may be accorded billeting and other privileges and courtesies authorized by law and regulation as commensurate with the retiree's status. They should not, however, be given preferential access to government personnel or government information. In such cases, the individual must be treated in the same manner as any similarly situated representative who is not a retired DoD official. In other words, access to senior leadership and access to information that has not been publicly released may be provided only to the extent similarly situated non-retiree representatives would receive such access and information. The guiding principle should always be to avoid even the appearance of impropriety, favoritism or unfair advantage.

4.3. Representing Other Non-Federal Entities. A retired DoD official visiting ACC activities and installations on behalf of a Non-Federal Entity (NFE) other than a contractor (e.g., a professional association) must be treated in the same manner as any similar representative who is not a retired senior official. (However, they should, as with personal visits, be accorded billeting and other privileges and courtesies authorized by law and regulation as commensurate with the retiree's status.) An NFE represented by a retired DoD official may be provided support for its events only in accordance with the requirements of DoD 5500.07-R, *Joint Ethics Regulation (JER)*; DoD 5400.7-R\_AFMAN 33-302, *Freedom of Information Act Program*; and AFI 33-332, *Air Force Privacy Act Program*, and only to the extent that support would be provided to a similar NFE represented by an individual who is not a retired senior official.

4.4. Social Events. Retired DoD officials may be encountered at social events, conferences, or other events. Conversations during these encounters may turn to business matters between the Air Force and the contractors or other NFEs which these retired senior officials represent. ACC personnel must ensure that during these conversations they do not provide any information that would not be provided to other individuals representing similar contractors or NFEs who are not retired DoD officials.

## **5. Contractor Visits and the Procurement Integrity Act (41 U.S.C. Section 423).**

5.1. During the conduct of any federal agency procurement of property or services, competing contractors are prohibited, prior to the award of a contract, from knowingly soliciting or obtaining (directly or indirectly) any proprietary or source selection information regarding such procurement, from any officer or employee of an agency.

5.2. One-Year Ban on Accepting Compensation from a Contractor (41 U.S.C. Section 423(d), FAR 3.104-3(d)). A former government employee may not accept compensation from a contractor that has been awarded a contract, as an employee or consultant of the contractor, within 1 year after the former government employee:

5.2.1. Served as the procuring contracting officer, the source selection authority, a member of the source selection evaluation board, or the chief of a financial or technical evaluation team on a contract in excess of \$10,000,000 awarded to that contractor.

5.2.2. Served as the program manager, deputy program manager, or administrative contracting officer for a contract in excess of \$10,000,000 awarded to that contractor.

5.2.3. Personally made a decision to: (A) award a contract, subcontract, modification of a contract or subcontract, or a task order or delivery order in excess of \$10,000,000 to that contractor; (B) establish overhead or other rates applicable to a contract or contracts for that contractor that are valued in excess of \$10,000,000; (C) approve issuance of a contract payment or payments in excess of \$10,000,000 to that contractor; or (D) pay or settle a claim in excess of \$10,000,000 with that contractor.

5.2.4. The prohibition does *not* apply to accepting compensation from any division or affiliate of a contractor that does not produce "the same or similar products or services" as the entity of the contractor that is responsible for the contract the employee was involved in (such as a commercial division of the contractor).

5.2.5. Current and former government employees can request a legal opinion or "30-day letter" from HQ ACC/JAC on whether the one-year compensation ban applies to them with regard to any company.

5.3. Refer all requests for contractor visits involving a potential violation of the Procurement Integrity Act to HQ ACC/JAQ for a legal review.

**6. Contractor Visits and Other Post-Government Employment Restrictions.** The JER, DoD 5500.07-R, paragraph 9-800, states that current DoD employees shall not knowingly deal, on behalf of the government, with former DoD employees, if the former employee's participation in the transaction would violate any statute, or DoD directive, regulation, or policy. Thus, government employees should not deal with a former employee if they believe that doing so would violate any law or regulation. As a courtesy, contractors may be reminded of the potential post-government employment restrictions which may apply to the visit and their responsibility to adhere to any bans that apply. The following bans may potentially apply to a contractor visit:

6.1. Lifetime Representation Ban (18 U.S.C. Section 207(a)(1)). Military officers and federal civilian employees who participated personally and substantially in a government contract or other particular matter are prohibited for life from representing the contractor (or any other third party) before the Air Force or any other federal agency, in connection with that contract or matter. The ban does not apply to enlisted personnel.

6.2. Two-Year Representation Ban (18 U.S.C. Section 207(a)(2)). Military officers and federal civilian employees who had a contract or other particular matter under their official responsibility during their last year in the government may not, for two years, represent the contractor (or any other third party) before the Air Force or any federal agency, in connection with that contract or matter. The ban does not apply to enlisted personnel.

6.3. "One-Year No Contact Rule" (18 U.S.C. Section 207(c)). Retired senior officials are prohibited from contacting any employee of their former agency on behalf of a third party within one year of their retirement in connection with any matter on which the third party seeks official action by the agency.

6.4. One-Year Ban Regarding Foreign Entities (18 U.S.C. Section 207(f)). Flag and general officers and SES employees may not, for one year after leaving the government:

6.4.1. Represent a foreign government or foreign political party before any US government agency with intent to influence a decision by a US government agency.

6.4.2. Aid or advise a foreign government or foreign political party with intent to influence a decision by a US government agency.

6.5. Ban on Representation during Terminal Leave (18 U.S.C. Sections 203 and 205). Military officers and government civilian employees are prohibited from representing any person, company, or organization (other than the US) before the Air Force or any other federal agency. The ban does not apply to enlisted personnel.

## **SECTION C—PROCEDURES FOR VISITS FROM CONTRACTORS AND TO CONTRACTOR FACILITIES BY OFFICIALS**

**7. Contractor Visits to HQ ACC/CC, CV, ACC General Officers and Two-Letter Directors.**

7.1. Requests for contractor visits to General Officers and two-letter directors are usually first received by their administrative staff. These requests should be routed to the responsible Visit OPR as set forth in paragraph 2.2. and paragraph 2.3.

7.2. Requests for strictly personal visits should be referred to the appropriate administrative staff for action. However, visits by consultants and/or retired DoD personnel seeking to introduce contractor personnel to HQ ACC/CC, CV and HQ ACC two-letter directors will not be considered personal visits. Handle such visits as contractor visits as described in this instruction.

7.3. On receipt of a contractor visit request, the responsible Visit OPR will review the AMIC contractor visit registration list to ensure the pertinent contractor is registered. If the contractor is not registered, the Visit OPR will refer the contractor to AMIC for assistance.

7.4. The Visit OPR will schedule the contractor visit with the appropriate administrative staff of the person being visited.

7.5. Should the Visit OPR have concerns about the visit request, the appropriate ACC staff agency (HQ ACC/AMIC or HQ ACC/JAQ) shall be available to provide advice and assistance.

7.6. In the event a contractor is visiting HQ ACC to discuss matters related to an existing contract with the Air Force or DoD, ACC staff shall be mindful to ensure that the contractor does not stray into topics that may involve a current or pending solicitation which is defined as being after the point when the sources sought notice to the public has been posted. If visiting contractor is a bidder or a potential bidder on a current or pending solicitation, discussions with the contractor shall not be held by individuals who are or may be on the source selection team. Direct these discussions to the contracting officer.

7.7. AFI 16-201, *Air Force Foreign Disclosure and Technology Transfer Program*, is the governing directive for foreign visitors to US military installations and defense contractor facilities. If the foreign official or contractor is visiting in support of a Foreign Military Sales Case or is representing their government, then a Foreign Visit Request (FVR) must be initiated through their respective embassy in Washington D.C. or through SAF/IAPD. Otherwise, foreign contractor visits fall under the purview of the National Industrial Security Program (DoD 5220.22-M National Industrial Security Program Operating Manual) [NISPOM]. Contact ACC/IAS for assistance on questions or additional information.

7.8. If the visiting team includes distinguished visitors, the Visit OPR will contact the protocol office (HQ ACC/DSP) for coordination.

7.9. Prior to contractor visits to HQ ACC, the Visit OPR will make the necessary arrangements to facilitate contractor entry onto the base.

**8. Contractor Visits to Other HQ ACC Staff Elements.** For visits to HQ ACC staff elements not otherwise falling under paragraph 7, the individual staff element, in accordance with the guidance in this instruction, will process contractor visits.

**9. Government Personnel Visits to Contractor Facilities.** An invitation from a contractor to an Air Force employee to visit the contractor's facility should be managed consistent with the guidance for contractor visits. **Note:** This provision does not apply to visits associated with a current Air Force contract with the host contractor. Invitations addressed to HQ ACC/CC, CV and two-letter directors should be managed consistent with the guidance set out in paragraphs 7.1., 7.3., 7.4., 7.5., and 7.6. of this instruction. As part of the coordination with HQ

ACC/AMIC, the Visit OPR will ascertain whether the contractor has a government contract management office in its facility. If it does, the proposed visit will also be coordinated with that office to ensure the commander or director is apprised of any relevant issues the local contract management office believes are relevant prior to the visit.

## **SECTION D—RULES AND PROHIBITIONS AGAINST DISCLOSURE OF GOVERNMENT INFORMATION**

### **10. General.**

10.1. Protected Information. Government employees must safeguard proprietary, source selection, classified, Privacy Act, and other sensitive and nonpublic information. Release of certain types of information to unauthorized contractor personnel to analyze, create charts and graphs, enter into databases, etc., could violate the Procurement Integrity Act, the Trade Secrets Act, the Privacy Act, or other laws or regulations and could subject the releaser to civil and/or criminal penalties and adverse personnel actions. In general, contractor employees should not participate in developing Government requirements or in evaluating offers in response to one. While they can be tasked to do these things under a contract, their company could be prohibited from competing for that particular requirement in any subsequent contract competition. Additionally, it may not be readily apparent what information may be available to contractors under the contract. It is important to be aware of protecting information of military value and to understand Privacy Act concerns about releasing information about individuals, and the protection of the day-to-day For Official Use Only (FOUO) information.

10.2. Official Duties. Regardless of whether a specific restriction applies to limit or prohibit the dissemination of particular information, government employees are generally prohibited from using duty time or other government resources to answer questions or produce data for the benefit of private party requestors unless such tasks are part of their official duties or otherwise authorized by statute or regulation (5 Code of Federal Regulation (CFR) 2635.705). This general prohibition does not preclude brief courtesy responses to provide requestors with appropriate points of contact or to refer requestors to publicly available material.

10.3. Prohibition Against Giving Preferential Treatment (5 CFR 2635.101(b)(8)). Government employees are prohibited from giving preferential treatment to any private individual or company. The preferred (and the legally prudent) method of disseminating information is to give all interested contractors the same information at the same time.

10.4. Prohibition Against Disclosure of Non-Public Information (5 CFR 2635.703(a)). Employees will not disclose non-public information to further the private interests of any individual, company, or organization. Non-public information means information the employee gains by reason of federal employment, and he or she knows (or reasonably should know) has not been made available to the general public. All government contracts that authorize contractor employees to access Privacy Act material must contain the appropriate Privacy Act restriction clauses. (See Federal Acquisition Regulation (FAR) Part 24).

10.5. Prohibition Against Disclosure of Information Related to a Source Selection. Government employees will not disclose contractor bid or proposal information or source selection information. (See 41 U.S.C. 423(a), (f)(1), (f)(2) and Federal Acquisition Regulation (FAR) 3.104-4(a).) **Note:** This is information related to a specific source selection.

10.6. Prohibition Against Disclosure of Advance Procurement Information. According to the FAR, a high level of business security must be maintained in order to preserve the integrity of the acquisition process (FAR 5.401(a)). According to FAR 5.401(b) and (c), government employees participating directly or indirectly in the acquisition process may not disclose:

10.6.1. Information on plans that would provide undue or discriminatory advantage to private or personal interests.

10.6.2. Information received in confidence from an offeror.

10.6.3. Information otherwise requiring protection under the Joint Ethics Regulation, DoD 5400.7-R\_AFMAN 33-302, *Freedom of Information Act Program*, or AFI 33-332, *Air Force Privacy Act Program*.

10.6.4. Information pertaining to internal agency communications; for example, technical reviews, market research reports, acquisition strategy documents, etc.

10.7. Prohibition against Release of Information about a Procurement before Solicitation is Issued. Information concerning proposed acquisitions will not be released outside the government before solicitation except for pre-solicitation notices in accordance with FAR 14.205 or FAR 36.213-2, long-range acquisition estimates in accordance with FAR 5.404, or synopses in accordance with FAR 5.201. Within the government, such information will be restricted to those having a legitimate interest in the information (also known as ‘need to know’).? Releases of information will be made to all prospective offerors as nearly as possible at the same time, so one prospective offeror is not given an unfair advantage over another (FAR 14.211(a)).

10.7.1. Sensitive Government Meetings. Government personnel must exercise great care against unintentional disclosure of information protected by the Procurement Integrity Act and the Trade Secrets Act to a contractor employee. Government personnel must be aware of the identity and status of all participants at any meeting in which sensitive DoD information will be discussed and must ensure contractor personnel are allowed to attend the meeting only if they have a legitimate contractual purpose for attending and have signed the appropriate nondisclosure agreement.

10.7.2. Non-disclosure Agreements. Government personnel must ensure that all contractor employees who are granted access to another contractor’s information in furtherance of a contract task must sign the appropriate non-disclosure agreements.

10.8. Organizational Conflicts of Interest. Government personnel should guard against providing contractors access to non-public information that could give them an unfair advantage in a current or future competition for contract work, allowing contractor employees to unfairly set or influence government requirements, or allowing a contractor to evaluate its own performance or subcontractor’s performance. Contractors with unmitigated or unacceptable conflicts may be excluded from future contract competitions and may be subject to other administrative actions. (See FAR 9.5).

10.9. Trade Secrets Act. The Trade Secrets Act states that, unless authorized by law, an employee may not publish or disclose any information that comes to him or her in the course of employment or official duties and that concerns or relates to the trade secrets, processes, operations, style of work, or apparatus, or to the identity, confidential statistical data, amount or source of any income, profits, losses, or expenditures of any person, firm, partnership, corporation, or association (18 U.S.C. Section 1905).



10.10. Intelligence. Release of intelligence to contractors must be in compliance with AFI 14-303, *Release of Intelligence to US Contractors*.

10.11. Classified Material. If a visiting contractor proposes discussion of any classified material, the hosting office will take action to obtain and process a visit authorization letter (VAL) from the contractor's security office in accordance with DoD 5220.22-M, *National Industrial Security Program Operating Manual Supplement*; see AFI 31-401, *Information Security Program Management*). Direct any questions concerning this requirement to HQ ACC/A7FI.

10.12. Release of classified and unclassified information to foreign nationals or individuals representing foreign companies is governed by AFI 16-201.

## **SECTION E—CONTRACTOR PERSONNEL RELATIONS**

**11. General.** Defense contractors have always been an element of the Air Force workforce. However, it has become common in government offices for there to be a greater presence of contractor employees working directly alongside government workers. Because Government employees and contractor employees may work in close proximity and on similar issues as part of the same team, the distinction between Government and contractor employees may blur. Even though contractor and government employees may work closely on a particular project, the distinction that they work for different bosses who may hold different interests clearly exists. Recognition of these distinctions, coupled with mutual respect and professionalism, provide a successful work environment. As discussed below, these differences create a unique relationship in the workplace. Being familiar with this information is essential for maintaining the appropriate relationships with contractor employees.

11.1. Contract. A contractor is awarded a contract to provide a product or service to an ACC organization. Employees of the contractor will carry out the tasks required under the contract. Whenever a contractor employee issue is discussed, there should be due consideration that he or she is an employee of the contractor, not the government. Any actions regarding the contract must be directed to the contracting officer.

11.1.1. The contract defines the duties of the contractor and the payment to which the contractor is entitled as a result of fulfilling the requirements of the contract. The contracting officer is the point of contact for both the Government and the contractor for all matters arising under the contract.

11.1.2. A person other than a contracting officer cannot: clarify, make, or infer legal interpretations on the scope or intent of the contract for the contractor; approve the contractor's procedures that change/differ from contract specifications; and/or direct or request any task not specifically provided/required in the contract.

11.1.3. A contracting officer is designated by a written warrant which sets forth his or her authority to enter into agreements with contractors and obligate federal funds. No other Government employee, whether military or civilian, may enter into agreements or obligate federal funds with commercial entities with the limited exception of Government Purchase Cardholders and properly appointed Ordering Officers acting within their authority.

11.1.4. An *unauthorized commitment* is created when a government employee, other than a contracting officer or a purchase cardholder, acts outside of the limits of his/her authority and obligates the Government. Unauthorized commitments can result when government personnel who are not authorized to obligate the government task a contractor to perform work or change the terms of a contract. Precaution should also be taken to educate and prevent a contractor, acting under apparent or implied authority, from obligating the Government by making a purchase.

11.1.4.1. *Ratifications* are approvals, after the fact, of unauthorized commitments. The procedures and requirements for ratification are outlined at FAR 1.602-3. Ratifications may be exercised only when certain requirements are met. For example, supplies or services have been provided and accepted by the Government; the contracting officer determines the price to be fair and reasonable; and funds are available, and were available, at the time the unauthorized commitment was made. If any of these requirements are not met, an unauthorized commitment may not be ratified. As the authority to ratify is dependent upon the monetary value of the unauthorized commitment, contact HQ ACC/A7K for additional information.

11.1.4.2. In some cases, approval to ratify an action will not be given and the employee could be held personally responsible for payment to the contractor or to the government for all costs of the unauthorized commitment. Whether or not ratification is possible, disciplinary action may result that could affect the employees' personnel status. These type of adverse consequences can largely be avoided by ensuring that staff members understand and respect the difference between procurement authority and the chain of command.

11.1.5. Contractor employees may be employed within an organization under a variety of contract vehicles. Examples include advisory and assistance contracts (e.g., CAAS), multiple award schedules issued by the General Services Administration (GSA), or engineering and technical support service contracts. Each of these contracts may be managed by various contracting offices; it is thus important to know who the correct point of contact is for the contractor employees in your work area. Additionally, ACC policy requires consultation with the Advisory and Assistance Services (A&AS) Program Manager, HQ ACC AMIC/DRA, prior to selecting a method for hiring a contractor to work in an organization.

11.1.6. The contractor performs work based on the statement of work for which they have a written contract. It is very important that the statement of work be as clear and precise as possible. Contractors should not be tasked or requested to perform work over and above or different from the work they are contracted to do without appropriate coordination through the Contracting Officer Representative (COR)/Quality Assurance Evaluator (QAE) or other on-site Government representative and the contract's contracting officer. Generally speaking, Government personnel should never directly task the daily activities of contractor employees.

11.2. Personal Services vs. Non-personal Services. A personal services contract is characterized by the employer-employee relationship, and such employees are normally obtained by direct hire under competitive appointment or other procedures required by the civil service laws. Personal services contracts trigger certain rights and responsibilities, including payment of benefits, tax withholding and conflicts of interest statutes. Obtaining personal services by contract, rather than by direct hire, circumvents those laws unless Congress has specifically authorized acquisition of the services. An example of a personal service contract is where physicians are under contract to work at a military treatment facility (5 U.S.C. Section 3109 and FAR 37.104).

A non-personal services contract is a contract under which the personnel providing the services are not subject to the supervision and control usually prevailing in relationships between the government and its employees, such as a contracted janitor.

11.2.1. Under a non-personal services contract, the contractor dictates its employees' compensation, benefits and rewards. The government contracts for the contractor, specifies the job in a statement of work or task order, and limits reviews and approvals to the work products, not to the individual performance of contractor personnel. Government personnel must respect the employer-employee relationship between contractors and their employees and must not interfere with the contractor employee's chain of command.

11.3. Contractor personnel are not government employees and should not be treated like government employees. Do not use the terms "government" and "contractor" personnel interchangeably. Contractor personnel should be clearly identified with distinctive badges ensuring that government employees and members of the public understand their status. All contractor personnel attending meetings, answering Government telephones, and working in other situations in which their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials. FAR 37.114.

11.4. If practicable, office space should be arranged so as to clearly identify the contractor's work area. For example, provide the contractor with a separate office space or work area, including those within an Integrated Product Team (IPT) location. This will assist in avoiding any appearance of a personal service relationship between government employees and contractor personnel.

11.5. Contractor official e-mail accounts should include "CTR" as "Personnel Type" in their Simple Mail Transport Protocol (SMTP) address in the Global Address List (GAL). Contractor identification should also extend to voice mail.

11.6. Government personnel must be aware of potential issues raised when contractor work products are created in the government workplace, e.g., intellectual property rights. The terms of the specific contract will determine the contractor's rights. Any questions should be directed to the contracting officer.

11.7. If contractor personnel are suspected of violating the law (including, but not limited to, Procurement Integrity statutes and regulations), Government personnel must notify their chain of command and the contracting officer.

11.8. Government personnel must be sensitive to and avoid inappropriate appearances created by close relationships between government employees and contractor personnel. Government personnel should consult with the Ethics Advisor at HQ ACC/JAC in resolving any questionable inappropriate relationships.

11.9. Government personnel must maintain close contact with on-site contractor personnel in order to accurately assess performance/progress. However, only the contractor's task leader may assign tasks to individual contractor personnel.

11.10. Government personnel may not require contractor personnel to perform "out of scope" work, personal services, or "inherently governmental functions." The services that the contractor is required to provide through its personnel are set forth in the contract.

11.11. Government personnel may not give an incumbent contractor an unfair competitive advantage by including its personnel in meetings to discuss aspects of a re-competition or by allowing the contractor's personnel to overhear or gain access to planning information.

## **12. Gifts, Contractor Owned Facility and Equipment, Voluntary Services and Product Demonstrations.**

12.1. Government personnel may not solicit or accept gifts from contractor personnel. As contractor employees working for the government, they are considered "prohibited sources" pursuant to paragraph 1-222 of the Joint Ethics Regulation (DoD 5500.07-R). This prohibition includes soliciting contractors and their personnel to provide or contribute to gifts such as a retirement gift for a government employee. In addition, government employees may not solicit Combined Federal Campaign (CFC) or Air Force Assistance (AFA) contributions from contractor personnel.

12.1.1. Government personnel may not use contractor-owned facility and equipment unless it is in accordance with the terms of a contract, permitted under an applicable exception to the JER "gift" rule or a specific statute (e.g., 15 U.S.C. Section 3710a allows the government to use the resources of an industry partner under a Cooperative Research and Development Agreement (CRADA), see also AFI 61-302, para. 4.1). Consideration should be given to whether there is actual or perceived favoritism, preferential treatment, official endorsement, conflict of interest or impropriety, and whether it is in the best interest of the government. Before accepting any gift or use of facility and equipment from a contractor, whether from the company as an organization or from a specific contractor employee, consult with the Ethics Advisor at HQ ACC/JAC.

12.2. Voluntary services are those services rendered without a prior contract for compensation or without an advance agreement that the service will be gratuitous. The government may not accept voluntary services except for emergencies involving the safety of human life or the protection of property. In particular, a contractor cannot be asked or allowed to begin working prior to the start of the contract. Acceptance of voluntary services could result in an unlawful augmentation of funds and a possible Anti-deficiency Act violation which could subject the responsible government individual to criminal liability and/or adverse personnel actions.

12.3. Coordinate all offers from a contractor for product demonstrations with HQ ACC/AMIC. The offer must be formalized in writing with the unit's servicing contracting office (See **Attachment 3, Demonstration Agreement -Statement of Understanding**). **Note:** This limitation does not apply to demonstrations of products produced through a government contract intended for other than marketing purposes. Product demonstrations may not be used as a subterfuge to obtain the use of products without charge. Do not agree to evaluate a contractor's products as part of the vendor demonstration or as compensation for the free use of the product. Air Force sponsorship or appearance of such sponsorship or endorsement is prohibited.

**13. Training.** As a general rule, contractors are responsible for complying with the terms of a contract which necessarily includes any specific knowledge or skills identified in either the scope of work or under the personnel qualifications section of the contract. Companies are responsible for the individual development, including training, of their employees. Meeting minimum contract personnel qualification requirements is a contractor responsibility.

13.1. Government-Provided Training. The government may provide training to contractor personnel only if the contract requires it or it does not create a conflict or give the appearance

that the government is favoring a contractor. If the government considers these issues and determines that allowing contractor personnel to attend government training is appropriate, then an analysis must be done to ensure such expenditure does not violate a fiscal law or regulation. Generally, if the government has statutory authority to expend funds on training for non-government personnel, then it is a permitted activity. In most instances, there is no clear statutory authority. In those cases, the government must determine if training is a “necessary expense” under the relevant program appropriation (31 U.S.C. Section 1301(a)). This involves weighing the cost associated with training non-government personnel against the benefit gained by the government in support of the appropriation that will incur the expense. If it is determined that training is required, it should be included in the contract. A program manager should not authorize training for contractor personnel without contracting officer coordination and approval. Any questions in this area should be coordinated by the contracting officer with HQ ACC/JAQ and HQ ACC/FM.

13.2. Contractor-Provided Training. Accepting a gift of training from a contractor (a prohibited source) is generally prohibited under 5 CFR 2635, Subpart B. There are some statutory and regulatory exceptions to these prohibitions that may permit government employees to take advantage of free contractor training. When offered a gift of training, a government employee’s first step should be to contact the Ethics Adviser at HQ ACC/JAC. The Ethics Adviser will determine if a particular exception would permit the employee to accept the training. If an exception applies, the Ethics Adviser must then determine if any appearance issues would preclude accepting the gift. If the Ethics Adviser determines that an exception applies and no substantial appearance of a conflict of interest arises from accepting the gift, then the counselor may advise an employee that he or she may accept the gift of free training.

13.2.1. Training provided to government employees by a contractor in accordance with a statement of work in a government contract or that is intended to facilitate the use of products or services that have been provided under a government contract is not considered to be a “gift.” In these instances, government employees may attend such training.

**14. Transportation and Travel Rules.** With the prevalence of workplaces shared by government and contractor personnel, issues sometimes arise concerning the use of transportation that is provided either by the government or by the contractor. There are statutes and regulations concerning the use of government transportation and the use of contractor-provided transportation. These rules may not be obvious and actions that may appear to be in the best interests of the government and the contractor may violate these rules. The following are the basic rules in this area. All questions in this area should be directed to HQ ACC/A4R.

14.1. Official travel by Air Force employees must be funded by the federal government unless travel or transportation services have been accepted and processed in accordance with the Air Force’s gift acceptance procedures in AFI 51-601, *Gifts to the Department of the Air Force*, and Chapter 4 of the Joint Ethics Regulation. Official duty travel expenses paid for by an outside (non-government) source in excess of \$250 will be reported every six months on a Standard Form (SF) 326, *Semiannual Report of Payments Accepted from a Non-Federal Source* (41 C.F.R. § 304-6.4.).

14.2. Personal travel or transportation service provided by a contractor is considered a gift to the employee from a prohibited source. It may only be accepted if one of the exceptions allowing

the acceptance of a gift from a prohibited source applies or if the government employee pays fair market value for the transportation.

14.3. It is permissible for a government employee and a contractor employee who are on official travel to share the cost of a taxi. Sharing the cost of the taxi ride is permissible because each traveler would pay his or her pro-rata share to the neutral provider of the transportation. The government employee should, however, consider whether sharing a taxi might constitute an appearance of a conflict of interest. For example, it is not advisable for a contracting officer in the midst of a source selection to share a taxi with an employee of one of the offerors.

14.4. Air Force employees who are engaged in official travel in a vehicle paid for by the Air Force (including a GOV) may not permit contractor personnel to ride in the vehicle. However, Air Force employees may permit contractor personnel to share transportation when traveling pursuant to an Advisory and Assistance Services (A&AS) contract that has a provision for direct reimbursement of the contractor for travel expenses.

14.5. This section does not include all of the rules relating to gifts of goods and services and transportation and travel provided by a Contractor or the government. It is not a substitute for contracting advice, ethics advice, and/or legal advice. The rules in this area can be complex and application depends on the specific facts of a situation. Questions in this area should be directed to the Ethics Advisor at HQ ACC/JAC.

## **15. Awards and Time Management.**

15.1. Awards. Outside of the terms of a government contract, the government should not provide individual contractor employees with awards or recognition based upon performance of their duties. Contractor employees do not work for the government; they work for the contractor. Contractor employees receive their awards and performance incentives from their contract supervisor. If individual contractor personnel have performed exceptionally well or made a contribution which significantly exceeds the terms of the contract, the government may acknowledge that contribution by a “token of appreciation” (i.e., letter of appreciation or commander’s coin, etc.) to the individual’s company. This “token of appreciation” should be coordinated with the contracting officer before sending to the contractor – who can then present it to its contractor employee.

15.2. Participation in Morale Building Events. Since contractor personnel are not government employees, the government cannot grant contractor personnel the same duty time activities as government employees. A contractor has a legal right to establish rules of conduct and attendance for its employees. Interfering with these rules may create a liability for which the contractor may claim compensation.

15.3. The government may permit contractor personnel working on-site to attend social/morale and welfare events, when using time the government is not being charged for and when the government believes it would enhance performance. In these situations, it is the contracting officer who must make the determination as to whether the performance of contractor personnel would be enhanced by attending such a function. Regardless, the contractor personnel must make arrangements with their contractor supervisor for appropriate leave or other status under the contract. Care must also be taken neither to permit the contractor to subsidize the Air Force event, which would be a gift from a prohibited source, nor to allow government funds to pay for the morale and welfare of unauthorized persons. While it is commendable to work productively

with contractors as part of a team, government employees have a responsibility to manage government resources carefully. The overarching ethical principle is to avoid any action that creates even an appearance of violating either the law or ethical standards.

**16. Federally Funded Research and Development Center (FFRDC) Personnel.** An FFRDC is a unique organization that assists the United States Air Force and other agencies with special long-term scientific research and analysis, development and acquisition, and/or systems engineering and integration needs that cannot be met as effectively with in-house or contractor resources. In order to discharge their responsibilities, FFRDC personnel may have access, beyond that which would be common in a typical contractual relationship, to government and supplier data, including sensitive and proprietary data, and to government employees and facilities. ACC personnel must ensure that tasks assigned to FFRDC personnel and the access granted to information, government employees and facilities, is consistent with the purpose and mission of the FFRDC, as required to be set out in its sponsorship agreement, contract or other legal instrument defining the relationship between the agency and the FFRDC. (See FAR 35.017).

GILMARY M. HOSTAGE III  
General, USAF  
Commander, Air Combat Command

## **Attachment 1**

### **GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION**

#### ***References***

Federal Acquisition Regulation (FAR), 28 February 2013  
Title 18 U.S.C., Section 207, *Restrictions, Graft, and Conflict of Interest*, 29 October 1992  
Title 18 U.S.C., Section 1905, *Disclosure of Confidential Information Generally*, 13 September 1994  
Title 41 U.S.C., Section 423, *Restrictions on Disclosing and Obtaining Contractor Bid or Proposal Information or Source Section Information*, 4 January 2011  
5 CFR 2635, *Standards of Ethical Conduct for Employees of the Executive Branch*, 7 August 1992  
Office of Management and Budget Memorandum, “*Myth-Busting*”: *Addressing Misconceptions to Improve Communication with Industry during the Acquisition Process*, February 2, 2011  
DoD 5220.22-M, *National Industrial Security Program Operating Manual Supplement*, 28 February 2006  
DoD 5400.7-R\_AFMAN 33-302, *Freedom of Information Act Program*, Incorporating Change 1, 24 April 2012  
DoD 5500.07-R, *Joint Ethics Regulation*, 17 November 2011  
AFMAN 33-363, *Management of Records*, 1 March 2008  
AFPD 64-1, *The Contracting System*, 7 December 2006, Certified Current 1 March 2011  
AFI 14-303, *Release of Intelligence to US Contractors*, 1 April 1999  
AFI 16-201, *Air Force Foreign Disclosure and Technology Transfer Program*, 1 December 2004  
AFI 31-401, *Information Security Program Management*, 1 November 2005  
AFI 33-332, *Air Force Privacy Act Program*, 16 May 2011  
AFI 51-601, *Gifts to the Department of the Air Force*, 26 November 2003  
AFI 61-302, *Cooperative Research and Development Agreements*, 30 May 2001

#### ***Prescribed Forms***

This instruction does not prescribe any forms.

#### ***Adopted Forms***

AF Form 847, *Recommendation for Change of Publication*

#### ***Abbreviations and Acronyms***

AFA—Air Force Assistance  
AFMAN—Air Force Manual  
AFPD—Air Force Policy Directive  
AFRIMS—Air Force Records Information Management System  
AMIC—Acquisition Management Integration Center  
A&AS—Advisory and Assistance Services



CAAS—Combined Advisory and Assistance Services Contract  
CFC—Combined Federal Campaign  
CFR—Code of Federal Regulations  
CTR—Contractor  
DoD—Department of Defense  
FAR—Federal Acquisition Regulation  
FFRDC—Federally Funded Research and Development Center  
FVR—Foreign Visit Request  
GAL—Global Address List  
GOV—Government Vehicle  
GSA—Government Services Administration  
HQ ACC—Headquarters Air Combat Command  
IAW—In Accordance With  
IPT—Integrated Product Team  
JER—Joint Ethics Regulation  
NFE—Non-Federal Entity  
OPR—Office of Primary Responsibility  
POC—Point of Contact  
QAE—Quality Assurance Evaluator  
SES—Senior Executive Service  
SMTP—Simple Mail Transport Protocol  
SSA—Source Selection Authority  
U.S.C.—United States Code  
VAL—Visit Authorization Letter

***Terms***

This instruction does not have any terms.

**Attachment 2**

**CONTRACTOR VISIT REGISTRATION MEMORANDUM**

From: (COMPANY NAME AND ADDRESS)

To: Headquarters Air Combat Command, Acquisition Management Integration Center

Subject: CONTRACTOR VISIT REGISTRATION REQUEST

1. (Company name) requests to register for inclusion on the list of contractors authorized to visit Headquarters Air Combat Command.
2. (Company name) acknowledges the following:
  - a. that AMIC has made available to (Company name) a copy of Air Combat Command Instruction 64-101, *Contractor Visits and Management of Contractor Relations*, for review;
  - b. that officers, agents, and representatives of (Company name) understand and will abide by the applicable rules contained therein, and will not knowingly seek nor discuss information which may potentially provide (Company name) or any of its subsidiaries and affiliate companies an unfair advantage in a current or future government procurement.
3. Furthermore, (Company name) understands that this registration is valid for a period of 24 months and re-registration will be required at the end of a registration period. It is the requestor's responsibility to ensure registration is completed in a timely manner in order to avoid delays in scheduling a visit request due to invalid or lapsed registration.

(Company Name) Representative

Date

**Attachment 3**

**DEMONSTRATION AGREEMENT - STATEMENT OF UNDERSTANDING**

DEMONSTRATION AGREEMENT - STATEMENT OF UNDERSTANDING  
HEADQUARTERS ACC (\_\_\_\_) DIVISION, DIRECTORATE OF (\_\_\_\_)  
JOINT BASE LANGLEY-EUSTIS (JBLE), VA

STATEMENT OF UNDERSTANDING

1. \_\_\_\_\_, hereinafter called Vendor or Contractor, proposes, of its own free will and initiative and without any cost or obligation to the Government, to perform the following services for the sole purpose of evaluation:

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2. Contractor understands this evaluation by Government personnel is without monetary consideration. The Government is not obligated for the cost of any materials, supplies, or labor for this effort.

3. The results of the Government evaluation may not be used as an endorsement by the Government of: (1) the services rendered; or (2) the Contractor performing the services.

4. The demonstration is for evaluation purposes only and the Government is not obligated at this or at any future time to purchase the services or any similar services.

5. The services being demonstrated or evaluated by the Government shall not be altered or modified without the Contractor's expressed consent.

6. The Contractor will provide a briefing on a plan to perform the evaluation. The briefing(s) will be presented on (date(s) and time(s)) \_\_\_\_\_.

7. The Contractor will indemnify, hold harmless, and defend the U.S. Government from and against any and all claims, demands, or suits including attorney's fees, arising out of, claimed on account of, or in any manner predicated upon the loss of or damage to property of, or injuries or death of any and all persons whatsoever, including the agents or employees of the Contractor, which was in any manner caused by or attributed to this demonstration whether caused by the acts or omissions of the Contractor, his agents, employees, or other third parties, while in, on, or about the demonstration site, \_\_\_\_\_, including defects or malfunction of the products or equipment used by the Contractor in this demonstration.

8. Contractor is responsible for any damage to Government Property caused by the product or by Contractor's employee in conjunction with this commercial demonstration.

9. A copy of Federal Acquisition Regulation (FAR) Subpart 15.6, Unsolicited Proposals, will be furnished under separate cover to the Vendor/Contractor.

10. Endorsements of Authorized Representatives:

_____	<u>HQ ACC</u>
Name of Vendor/Contractor	Name of AF Organization
_____	_____
Name/Title of Authorized Representative	Name/Title of Authorized Representative
_____	_____
_____	_____
Address (include city, state, and zip code)	Date/Signature of AF Organization Rep.
_____	
Date/Signature of Authorized Rep	

APPROVED:

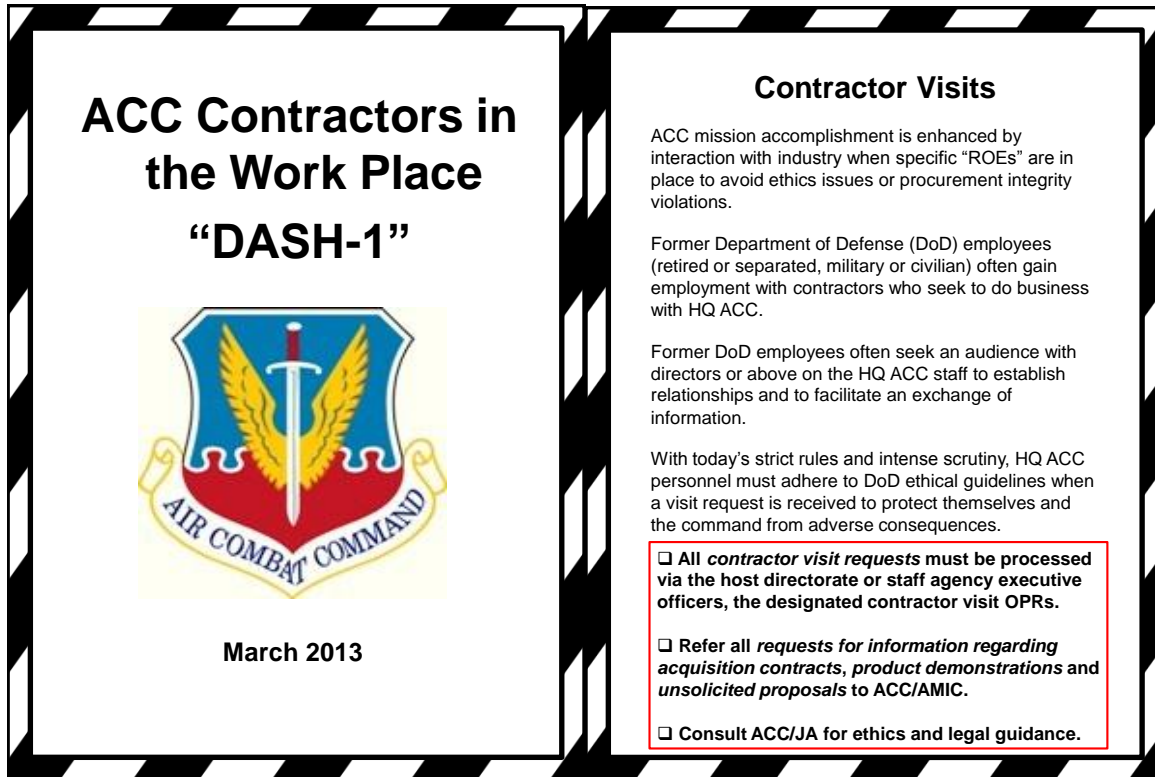
\_\_\_\_\_  
Name/Rank/Grade  
Chief, XXXX Division  
Directorate of XXXX

## Attachment 4

### ACC Contractors in the Workplace “Dash-1”

**A4.1. Reference handbook on workplace related issues involving contractors. Copies may be obtained by request to ACC/JAQ.**

**Figure A4.1. DASH-1.**



### **RETIRED SENIOR DoD VISITORS**

#### **1. WHEN REPRESENTING CONTRACTORS**

- May be accorded billeting, parking and other privileges and courtesies authorized by law and regulation as commensurate with the retiree's status.
  
- Should not be given preferential access to government personnel or information
  
- Must be treated in the same manner as any representative who is not a retired DoD official.
  
- Access to senior leadership and access to information that has not been publicly released may be provided only to the extent non-retiree representatives would receive such access and information.

***Guiding principle should be to avoid even the appearance of impropriety, favoritism or unfair advantage***

#### **2. WHEN REPRESENTING OTHER NON-FEDERAL ENTITIES (NFE)**

- Must be treated in the same manner as any similar representative who is not a retired senior official.
  
- The Government may provide support for the NFE's events only in accordance with the requirements of the Joint Ethics Regulation (JER), DoD 5500.07-R, DoD Freedom of Information Act Program, and only to the extent that support would be provided to a similar NFE represented by an individual who is not a retired senior official.

#### **3. WHEN ATTENDING SOCIAL EVENTS**

- Retired DoD officials may be encountered at social events, conferences, or other events.
  
- Conversations during these encounters may "open the hangar doors."
  
- Ensure ACC personnel do not provide any information that would not be provided to other individuals representing similar contractors or to other NFEs who are not retired DoD officials.

### CONTRACTOR VISITS AND POST-GOVERNMENT EMPLOYMENT RESTRICTIONS

1. JER, DoDD 5500.07-R (paragraph 9-800), specifies DoD employees should not deal with a former DoD employee if it would cause that person to violate the following rules:
  - **Lifetime Representation Ban** (18 U.S.C. §207(a)(1)).
    - Military officers and federal civilian employees who **participated personally and substantially** in a government contract or other particular matter are prohibited for life from representing the contractor (or any other third party) before the Air Force or any other Federal agency, in connection with that contract or matter.
  - **Two-year Representation Ban** (18 U.S.C. §207(a)(2)).
    - Military officers and federal civilian employees who had a contract or other particular matter **under their official responsibility during their last year of government employment** may not, for two years, represent the contractor (or any other third party) before the Air Force or any other federal agency, in connection with that contract or matter.
  - **Representation during Terminal Leave Ban** (18 U.S.C. §§203 and 205).
    - Military officers and federal civilian employees are prohibited from representing any person, company, or organization (other than the US) before the Air Force or any other federal agency
  - The above bans do not apply to former enlisted personnel

2. Restrictions for Retired General Officers and Senior Executive Service (SES) Officials on contacting any employee of their former agency (18 U.S.C. §207).

- **One-Year No-Contact Rule**
  - Rule prohibits retired senior officials from contacting any employee of their former agency on behalf of a third party within one year of their retirement in connection with any matter on which the third party seeks official action by the agency.
- **One-Year Ban Regarding Foreign Entities**
  - Senior officials may not, for one year after leaving the government:
    - Represent a foreign government or foreign political party before any US government agency with intent to influence a decision by a US government agency.
    - Aid or advise a foreign government or foreign political party with intent to influence a decision by a US government agency.

### CONTRACTOR VISITS AND THE PROCUREMENT INTEGRITY ACT (41 U.S.C. §423)

- Contractors competing for a government contract are **prohibited, prior to the award of the contract, from soliciting or obtaining proprietary or source selection information** on the contract from any government employee

### GENERAL GUIDELINES FOR PROPER GOVERNMENT-CONTRACTOR RELATIONSHIP (DOs)

1. Remember that contractor personnel are not government employees.
2. Identify contractor personnel with distinctive badges.
  - (a) Clearly identify the contractor's work area. This will help preclude any appearance of a personal service relationship between government employees and contractor personnel.
  - (b) Contractor identification should also extend to E-mail accounts. E-mail and signature blocks should clearly identify contractor personnel.
3. Respect the employer-employee relationship between contractors and their employees.
4. Report misconduct and possible conflicts by contractor personnel to include violations of the law (including but not limited to Procurement Integrity statutes and regulations) to your supervisor and the contracting officer.

5. Be sensitive to appearances created by close relationships between government and contractor personnel. Unduly close personal relationships with contractor personnel can create the appearance of favoritism, and may call into question the integrity of the procurement process. [For military members, see also [AFI 36-2909, Professional and Unprofessional Relationships](#)]
6. Be aware of intellectual property rights in the federal workplace. The terms of the specific contract will determine the contractor's rights, but often the contractor is allowed to legally profit from products it develops in the federal workplace.
7. Safeguard proprietary, Privacy Act, and other sensitive and nonpublic information. Release of certain types of information to unauthorized contractor personnel could violate the Procurement Integrity Act, the Trade Secrets Act, the Privacy Act, the Joint Ethics Regulation and other laws that could subject the releaser to civil and/or criminal penalties.
8. Clearly describe all contract taskings.

9. Ensure only the contractor's task leader assigns taskings to contractor personnel.
10. Set the example—as leaders, establish and maintain high ethical standards. Emphasize the AF "Core Values" in upholding these standards. Address ethical issues promptly and confer with legal counsel.

### **GENERAL GUIDELINES FOR PROPER GOVERNMENT-CONTRACTOR RELATIONSHIP (DON'Ts)**

1. Don't become so involved as a government official in the operations and policies of the contractor that your judgment alone forms the basis for contractor actions such as:
  - (a) Recruiting or hiring contractor personnel
  - (b) Supervising contractor personnel
  - (c) Directing, scheduling, or critiquing individual contractor tasks on a continuous basis
  - (d) Rating individual contractor personnel performance
  - (e) Firing individual contractor personnel
  - (f) Determining who should perform contract tasks or how they should be done
  - (g) Pressuring the contractor to use "favorite" personnel, or insisting on particular personnel actions

2. Don't use government and contractor personnel interchangeably.
3. Don't intervene in the contractor's chain of command.
4. Don't require "out of scope" work, personal services, or performance of "inherently governmental functions." The services the contractor is required to provide through its personnel are set forth in the contract -- there are no "and other duties as assigned."
5. Don't give the incumbent contractor a competitive advantage by including its personnel in re-competition meetings or by allowing the contractor's personnel to overhear or gain access to planning information.
6. Don't solicit or accept gifts from contractor personnel.

### **RECOGNITION AND AWARDS**

1. Avoid the appearance of an employer/employee relationship with contractor personnel.
2. We contract for the overall service, not with the individual contractor personnel.
3. Do not become involved with the contractor's management of its personnel.
4. Contractors supervise their personnel and we must allow them to decide the best method and forum for rewarding them.
5. If individual contractor personnel are rewarded by the government rather than the contractor, it gives the appearance of an improper personal services contract.
6. Do not bypass the contractors' management to present tokens of appreciation, such as letters of appreciation or commander's coins, directly to individual contractor personnel.
  - Coordinate the presentation with the contracting officer and local ethics official and let the contractor make the presentation to its employee whenever feasible.



7. Use the contracting officer to ensure consistency in our interactions with the contractor. Although a contractor may be doing outstanding work in one area, the contracting officer may be taking corrective action to resolve deficiencies in other areas of the same contract.
8. Always ensure contract performance is within the scope of the contract.
9. Recognizing a contractor for something above and beyond the tasks we are paying for could result in a claim for additional funds.

### TIME MANAGEMENT

1. Individual contractor personnel time off, and the nature of the time off (e.g., leave, personal day, administrative absence) are between the contractor and its employees.
2. Contractor personnel may not be tasked or asked to volunteer to organize/attend morale-building events.
3. Consult contracting officer and legal office before allowing them to "volunteer" to assist and participate on their "own time".
4. Government officials are not authorized to grant "administrative leave" or expend government resources to compensate contractor personnel to attend government-sanctioned social/morale building activities (e.g., picnics, golf outings, holiday parties, sports day events, fitness time).
5. Holiday time off for contractor personnel is governed by the terms and conditions of the specific contract.

6. If the government office is closed for any reason, then contractor personnel should seek appropriate guidance on duty location from his/her contractor supervisor.
  - The contractor supervisor will then work with the government contracting officer to determine the appropriate guidelines and contractor personnel status.
7. For emergency base closures (to include closure due to inclement weather), the contracting officer should refer to the contract terms and conditions that address government down time.

***Address any issues regarding contract employees through the contracting officer***

### GIFTS

1. Government employees generally may not accept items that qualify as gifts from contractor personnel.
2. Government employees may not solicit gifts (e.g., retirement or any other gifts for government employees) or Combined Federal Campaign (CFC) contributions from contractor personnel.
3. Government employees may not use contractor owned facility and equipment unless IAW the terms of a contract, the JER, or specific statute.
4. The following are some examples of what's not a gift:
  - Modest items of food and refreshments (not a meal)
  - Items of little intrinsic value intended solely for presentation (e.g., greeting cards)
  - Anything which is paid for by the government or secured by government contract
  - Any gift accepted by the government under specific statutory authority
  - Anything for which market value is paid by the employee
5. Offer of a free ticket to a sports or entertainment event from a contractor to a Government employee is a common example of a gift. The ticket may not be accepted unless it falls under a JER gift rule exception or the employee pays market value for the tickets.

***When in doubt, consult your legal advisor***

WHEN GIFTS MAY BE ACCEPTED  
BY GOVERNMENT EMPLOYEES  
JER Gift Exceptions (5 CFR 2635.204)

1. Gifts valued up to \$20 (up to a maximum of \$50 from the same source in one calendar year)
2. Gifts based on an established personal relationship
3. Gifts of discounts or similar benefits available to all military members or gov't employees
4. Gifts associated with public service awards and honorary degrees (less than \$200)
5. Gifts based on outside business/employment relations
6. Gifts from political organization when gov't employee, IAW the Hatch Act (5 USC 7323), is actively managing or campaigning for the organization
7. Widely attended gatherings and other events as determined by ethics/legal advisor
8. Social invitations from other than prohibited sources, attended by several persons, and no fee is charged

*"Prohibited Source" is any person/entity that does/seeks to do business with the Air Force, seeks official Air Force action, or has interest(s) that may be substantially affected by the Air Force*

**Transportation and Travel**

1. There are different rules for accepting from a contractor a gift of official travel and a gift of personal travel. Therefore, the first step in the analysis is to determine whether the travel in question is official travel or personal travel.
2. Official travel by government employees must be funded by the federal government directly or through a contract, unless the travel services are accepted as a gift to the Agency in accordance with a statute that authorizes such gifts.
3. Personal travel or transportation service provided by a contractor is considered a gift to the employee from a prohibited source. It may be accepted only if one of the exceptions allowing the acceptance of a gift from prohibited sources applies, or if the government employee pays fair market value.
4. When deciding whether or not to accept a gift of travel or transportation from contractor personnel, government employees should consider the appearance that will be created if they accept the gift.

***The rules on this subject are complicated and change from time to time. Therefore you should seek advice from your legal advisor.***

## Training

1. **Government to Contractor-** The government may provide training to contractor personnel if required by the contract and it doesn't create an appearance that the government is favoring one contractor over another.
2. **Contractor to Government Employee-** Generally a "gift" of training offered by a contractor is prohibited, but there are exceptions. Government employees should contact their ethics counselor before accepting a "gift" of training.
3. Training provided by a contractor as required by a contract is not considered a "gift."

### Points of Contact

- **Contractor visits**
  - Directorate/staff agency executive officers
  - ACC/AMIC DSN 574-9498
- **Contract inquiries, product demonstrations and unsolicited proposals**
  - ACC/AMIC DSN 574-9498
- **General contractor relations, ethics and legal issues**
  - ACC/JAQ DSN 574-3752