

PART 5317—SPECIAL CONTRACTING METHODS

(f) Orders for supplies or services may also be placed with other agencies under authorities other than the Economy Act. Orders placed under these authorities are not subject to the requirements of the Economy Act. These additional authorities include:

- (1) Acquisitions from required sources as described in FAR Part 8;
- (2) Acquisitions from Federal Supply Schedules pursuant to FAR 8.4 when Air Force activities act as the ordering activity;
- (3) Coordinated acquisitions prescribed in DFARS Part 208;
- (4) Acquisitions of Information Technology through GSA's Federal Systems Integration and Management Center (FEDSIM) and Federal Computer Acquisition Center (FEDCAC), and similar programs funded on a reimbursable basis through the Information Technology Fund, and approved by Office of Management and Budget as part of the annual costs and capital plan for the Information Technology Fund.
- (5) Acquisitions of Information Technology through a multiagency contract (often called GWACS) if the basis contract was awarded pursuant to Delegation of Procurement Authority from GSA, and the contract specifically allowed multiagency ordering;
- (6) Project Orders (41 U.S.C. 23). Project orders are authorized for use when one Government agency wishes to procure a supply or service from another Government agency. DOD Directive 7000.14-R governs the use of project orders within the DOD. There are several conditions for use of the project order including the requirements that the servicing agency must be capable, be authorized, and produce the item or perform the service in-house. Only an incidental portion of a project order may be contracted-out by the servicing agency; and
- (7) Other specific statutory authorities may be used to acquire supplies and services from another agency.

5317.503-90 Air Force determination requirements.

(a) The decision by an Air Force activity to place an interagency order under the Economy Act with an agency outside the DOD, instead of contracting directly with a private source, shall be documented in a written Determination and Findings. The requiring activity shall prepare the D&F for approval at a level no lower than SES/Flag/General Officer in the requesting activity's chain of command. If an SES/Flag/General Officer in the requesting activity's chain of command is not available at the installation, the D&F will be approved by the wing or installation commander.

(b) The D&F shall be reviewed by the Air Force contracting officer who would normally have procured the requirement. The contracting officer will review the proposed D&F and supporting documentation as a "business advisor" to the approval authority. The content of the D&F will be consistent with the policies and procedures contained in the FAR. The ability of the local contracting office to procure the requirement under an Air Force contract will also be considered. Written comments will be provided to the approval authority to help in the decision to place the order with an agency outside the DOD.

(c) When assessing the cost of obtaining the supplies or services through an interagency agreement, the Air Force shall consider any administrative fees charged by the servicing agency as part of the total cost of the order. In accordance with Section 844 of the National Defense Authorization Act for fiscal year 1994, fees paid to the servicing agency shall not exceed the actual cost or, if actual costs are unknown, the estimated costs of entering into and administering the contract or other agreement under which the order is filled. The administrative cost of providing the supplies or services by normal Air Force contracting procedures shall also be considered.

(d) The requiring activity shall include with the Military Interdepartmental Procurement Request (MIPR) any documentation required to support the D&F. Examples include independent cost estimates and documentation of urgency of need. Copies of the documentation shall be retained with the requiring activity's file copy of the MIPR and provided to the servicing agency upon their request.

(e) If the work was previously performed by Government personnel and will now be performed by a contractor under a servicing agency's contract (or if the work was previously performed under a contract and will now be performed in-house by the servicing agency), the requiring activity must have complied with the requirements of FAR Subpart 7.3. This shall be documented in the D&F.

(f) The contracting office shall retain a record copy of each Economy Act D&F in a central file.

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(g) The requiring activity shall prepare a D&F substantially the same as the model shown below. The D&F may be tailored to appropriately address the instant requirement.

MODEL DETERMINATION AND FINDINGS

1. I have reviewed the requirement for *[insert description of supply or service to be procured]* that *[insert Air Force requiring activity]* intends to place with *[insert agency]* as an interagency order under the Economy Act. My review produced the following findings:
 - a. The proposed acquisition is authorized under the authority of the Economy Act;
 - b. The Air Force is legally authorized to acquire the supplies or services;
 - c. Adequate funds are available;
 - d. The action does not conflict with any other agency's authority or responsibility (see FAR Part 8);
 - e. The supplies or services cannot be provided as conveniently and more economically by private contractors under an Air Force contract;
 - f. The servicing agency has unique expertise or ability not available within the Department of Defense;
 - g. The servicing agency will accept the order and can satisfy the requirement;
 - h. The supplies or services are clearly within the scope of activities of *[insert agency]* and that agency normally contracts for (and/or produces in-house) those supplies or services for itself;
 - i. The cost to the Air Force for the requirement, including the administrative fees charged by *[insert agency]* appears to be reasonable. The fees proposed to be paid to the servicing agency do not exceed the servicing agency's actual cost (or estimated costs if actual costs are unknown) of entering into and administering the contract or other agreement under which the order is filled;
 - j. The contract administration procedures related to *[insert agency]*'s contract are adequate for Air Force requirements (or the order contains additional contract administration requirements that will result in contract administration procedures that comply with Air Force and DOD regulations and policies);
 - k. All approvals and authorizations required by Air Force and/or DOD policies for acquiring the supplies or services have been obtained;
 - l. The requirement is a bona fide need of the Air Force;

[Insert the following if the work will be performed by a Federally Funded Research and Development Center:]

 - m. The work will be performed by a Federally Funded Research and Development Center (FFRDC). Performance by the FFRDC will not place the servicing agency and its FFRDC in direct competition with private sources;

[Insert the following if the work was previously performed by Government personnel and will now be performed by a contractor under a servicing agency's contract (or if the work was previously performed under a contract:)]

 - n. The requiring activity has complied with the requirements of FAR Subpart 7.3.
2. Given the findings outlined above, I hereby determine that it is in the best interest of the Government to place an order for *[insert requirement]* with *[insert agency]* under the authority of the Economy Act.

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5317.504-90 Air Force ordering procedures.

(a) The Air Force shall include complete contract administration requirements and contract audit responsibilities appropriate for the type of contract and scope of work on all orders placed outside of the Department of Defense.

(b) If it is necessary for the servicing agency to award a contract or modify an existing contract to accommodate the Air Force's order, the Air Force requiring activity shall supply all supporting data necessary to prepare the required contract documentation.

(c) The Air Force requiring activity shall also provide special contract terms or other requirements applicable to Air Force funds. This includes information such as special funds tracking and reporting requirements, additional contract administration requirements, special delivery or packaging instructions, a copy of the executed determination, and other supporting documents.

(d) Additional D&Fs are not required to incrementally fund an existing order or to administratively modify an order, if the scope of work remains the same throughout the order's period of performance.

(e) The servicing agency is responsible for complying with the Competition in Contracting Act when it awards the original contract. Therefore, the requesting agency is not required to compete the requirement between potential servicing agencies.

(f) Relationships with a servicing agency can involve one order or many orders over a long period of time. When using the servicing agency's contract to place and administer direct orders with a vendor, the requirements of the Economy Act still apply. Where the Air Force desires to enter into a long term, continuing relationship by placing orders with a servicing agency under the authority of the Economy Act, the requiring activity should ensure that the resulting interagency agreement includes, in addition to any other requirements of this section, the following:

(1) Enhanced management controls, as appropriate for the circumstances, to ensure that the interagency agreement is only used for its intended purpose(s). Such controls shall include a mechanism for periodic reassessment of the interagency agreement, at intervals not exceeding every five years, to determine its continuing need and relevancy. The review shall be conducted by the same personnel that review similar requirements that are being separately procured by the Air Force. The reassessment shall include review by a contracting officer to ensure that the agreement complies with appropriate business practices;

(2) A well-defined scope of work that includes clear objectives, work areas, and, where appropriate, reports and deliverables; and

(3) A definitive term of agreement.

(g) The following policy applies to orders placed with the Air Force as a servicing agency under the Economy Act:

(1) The Air Force is not required to accept the requesting agency's order, if accepting the order will prevent the Air Force from fulfilling its mission or the requesting agency fails to provide appropriate supporting information, funding, and evidence of an appropriate level of requesting agency approval;

(2) The Air Force shall process the order in accordance with normal internal policies and procedures for awarding and modifying contracts. This includes complying with the Competition in Contracting Act;

(3) The Air Force contracting officer shall execute and issue all D&Fs or J&As required by Air Force regulations to place the order on contract, just as if the requirement was generated by an Air Force activity; and

(4) Before allowing a non-sponsoring agency to use an FFRDC, the Air Force shall ensure that the work falls within the purpose, mission, general scope of effort, or special competency of the FFRDC. (See FAR 35.017; see also FAR 6.302 for procedures to follow when using other than full and open competition.) If the order does not conform with these requirements, the Air Force may not place the order with the FFRDC. The order also may not be placed with the FFRDC if the sponsoring agreement does not permit work from other than the sponsoring agency.

5317.590 Orders with agencies not covered by the FAR.

In accordance with Section 844 of the National Defense Authorization Act for fiscal year 1994, orders may not be placed with agencies not required to comply with the FAR unless the purchase is approved in advance by the Air Force Senior Ac-

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quisition Executive (SAF/AQ). This approval authority has been delegated to the Air Force Deputy Assistant Secretary (Contracting), SAF/AQC. Approvals will be accomplished by forwarding the D&F (and necessary supporting documentation) through SAF/AQCO for endorsement by the Air Force Deputy Assistant Secretary (Contracting), SAF/AQC. Prior to submittal to SAF/AQCO, the D&F must be reviewed by an Air Force contracting officer and coordinated by the SES/Flag/General Officer in the requiring activity's chain of command (see 5317.503-90 (a)).

Non-FAR Covered Agencies

The following are some of the Federal Agencies *not* covered by the FAR:

Independent Establishments (Per 5 U.S.C. 104(1))

- (a) U.S. Postal Service;
- (b) Postal Rate Commission;
- (c) Government corporations other than wholly owned Government corporations under 31 U.S.C. 9101(3) (i.e., mixed-ownership Government corporations under 31 U.S.C. 9101(2)):
 - (1) Amtrak;
 - (2) The Central Bank for Cooperatives;
 - (3) The Federal Deposit Insurance Corporation;
 - (4) The Federal Home Loan Banks;
 - (5) The Federal Intermediate Credit Banks;
 - (6) The Federal Land Banks;
 - (7) The National Credit Union Administration Central Liquidity Facility;
 - (8) The Regional Banks for Cooperatives;
 - (9) The Rural Telephone Bank (after ownership conversion);
 - (10) The U.S. Railway Association;
 - (11) The Financing Corporation;
 - (12) The Resolution Trust Corporation;
 - (13) The Resolution Funding Corporation.

Per the Federal Property and Administrative Services Act of 1949 (exemptions in accordance with 40 U.S.C. 474)

- (a) The President under Philippine Property Act;
- (b) The Resolution Trust Corporation;
- (c) U.S. Postal Service;
- (d) Central Intelligence Agency;
- (e) Joint Committee on Printing;
- (f) U.S. Information Agency (but USIA public affairs office says it complies with the FAR)

SUBPART 5317.74—UNDEFINITIZED CONTRACT ACTIONS

5317-7402 Reserved.

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5317.7403 Policy.

UCA approval authorities shall control the use of UCAs and ensure timely definitization. Air Force contracting offices shall track UCA status (number, value, and age).

5317.7404 Limitations.**5317.7404-1 Authorization.**

Each issuance of a UCA requires approval at a level above the contracting officer. The level of approval shall be consistent with the total estimated dollar value of the action.

(1) UCA approval authorities are designated as follows:

(i) The authority to approve issuance of UCAs involving a PEO or DAC Program is delegated by the ASAF(A) to the PEO or DAC. This authority is not redelegable for UCAs \$50 million or greater. This authority is redelegable to the single manager for UCAs less than \$50 million. The single manager may redelegate this authority for UCAs up to \$5 million.

(ii) The authority to approve issuance of UCAs involving Other Contracting of the organizations specified in DFARS Subpart 202.1 and 5301.601-91 is delegated to the commander of these organizations, with authority to redelegate.

(iii) Commanders of MAJCOMs, FOAs, and DRUs identified in DFARS Subpart 202.1 and 5301.601-91 for Other Contracting and for any programs not included under subparagraphs (i) or (ii) above. This authority is redelegable.

(2) Requirements impact statements shall:

(i) Specifically address the impact on mission requirements projected to occur during the time that would be required to issue a definitive contract action; and

(ii) Be signed by the official with responsibility for the requirement.

(3) UCAs for Provisioned Items Orders (PIOs) may be issued without additional approval, provided:

(i) The provisioning requirement was approved under the clearance (see 5301.9005-2 (a)(2)) or, for production contracts that are not subject to the clearance process, the acquisition plan or Final Acquisition Action Approval (FAAA); and

(ii) The total dollar value of provisioned items ordered does not exceed the estimated value of the provisioned line items approved under the clearance, acquisition plan, or FAAA.

5317.7404-3 Definitization schedule.

Each UCA shall contain a definitization schedule in the contract document. Before exceeding the definitization date, the contracting officer shall document in the contract file the reason(s) for the delay, remedial actions, and the revised definitization schedule. This documentation requires approval at a level no lower than the initial approval authority.

5317.7404-4 Limitations on obligations.

Obligations exceeding 50 percent of the NTE must be approved at a level no lower than the initial approval authority and documented in the contract file. Obligations for UCAs shall never exceed 75 percent of the NTE.

5317.7404-6 Allowable profit.

Perform profit assessments in accordance with DFARS 215.971-3 (d)(2).

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5317.7404-90 Reserved.

SUBPART 5317.75—ACQUISITION OF REPLENISHMENT PARTS

5317.7501 General.

HQ USAF/LGS is the Air Staff OPR for the DOD Replenishment Parts Breakout Program, and HQ AFMC is responsible for implementation of the program. In addition, surplus items shall be considered (see FAR Subpart 11.3). Finally, HQ AFMC/PK, in conjunction with the Command Competition Advocate, is responsible for implementing procedures for processing requests from sources seeking approval as a potential source for an item with a restrictive Acquisition Method Code (AMC).

SUBPART 5317.76—CONTRACTS WITH PROVISIONING REQUIREMENTS

5317.7602 Contracting requirements.

(1) The following provisioning procedures specifications and statements are authorized for use in connection with production contracts that require provisioning actions. Ensure that the current versions are used:

- (i) MIL-STD-1388-1, Logistics Support Analysis (LSA);
- (ii) DOD 5000.2-R, Mandatory Procedures for Major Defense Acquisition Programs (MDAPs) and Major Automated Information System (MAIS) Acquisition Programs;
- (iii) DD Form 1949-1, LSAR Data Selection Sheet. For use with the latest version of MIL-STD-1388-2;
- (iv) DD Form 1949-2, Provisioning Requirements Statement. For use with the latest version of MIL-STD-1561; and
- (v) AFMC Form 718, Provisioning Performance Schedule. For use with the latest version of MIL-STD-1388.

(2) Applicable statements are prepared during the purchase request (PR) initiation/coordination cycle and are provided to the contracting officer with the PR for incorporation into the solicitation and the resulting contract.

5317.7603 Contract administration requirements.

5317.7603-90 Deobligation of excess provisioning funds.

Air Force provisioning activities shall authorize the ACO to deobligate excess provisioning funds (see FAR 42.302 (b)(4)). Such authorizations shall be in writing and shall identify the contract(s) involved and provide that:

(1) Deobligation will normally be done in the supplemental agreement that is the final definitization action on a provisioning order. However, when the final definitization will be delayed and excess funds are available, the ACO may make appropriate partial deobligations; and

(2) Funds to be deobligated will be separately identified by contract line item number, provisioning order number, and fund citation.

SUBPART 5317.90—ESTABLISHING ADDITIONAL MANUFACTURING SOURCES

5317.9000 Option to establish a second manufacturing source.

(a) In full-scale development and production solicitations and contracts, contracting officers shall insert an option that gives the Government the right to require the contractor to establish a second source for any component parts that are expected to require quantity manufacturing. See DFARS Appendix D for policy and procedures concerning component breakout during production.

(b) The option shall be appropriately addressed in the statement of work, contract line items, special provisions, and source selection criteria. The solicitation shall specify whether not-to-exceed prices or firm prices for the option(s) are required.

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(c) The solicitation shall specify or describe criteria for identifying the component parts for which a second source is desired (e.g., the “X” number of highest procurement value replenishment parts, or all parts having only one known qualified source, having sufficient stability of design to warrant qualification of an additional source, and requiring qualification to produce).

(d) The solicitation shall provide sufficient detail by which a contractor can develop realistic prices, as follows:

- (1) Definition of what constitutes second source “qualification;”
- (2) Description of technical assistance to be provided to a second source;
- (3) Payment procedures to be used during the various stages of qualifying a second source;
- (4) Whether contracting officer approval is required before a contractor may include an affiliate in its list of recommended potential sources; and
- (5) Whether the Government must pick one of the sources recommended by the contractor or may pick an entirely different source.

(e) The solicitation shall require the offeror to provide cost and pricing information so that the Government can determine if it is cost effective to establish a second source, such as:

- (1) The part’s name or title, and its applicable drawing number;
- (2) The part’s function and location in the system;
- (3) The part’s suitability for establishing another manufacturing source;
- (4) Whether limited rights technical data or restricted rights computer software will be used in the manufacturing process;
- (5) The names of proposed additional sources to be qualified; and
- (6) The price to qualify at least one of these sources.

SUBPART 5317.91—CONTRACTING FOR LONG LEAD ITEMS INITIATED WITH ADVANCE PROCUREMENT FUNDS**5317.9100 Scope.**

This subpart prescribes policies and procedures for the acquisition of long lead items initiated with appropriated advance procurement funds to protect production end item delivery schedules. For long lead items procured with other than advance procurement funds, contracting officers should follow standard contracting procedures, including undefinitized contract action (UCA) procedures prescribed in DFARS Subpart 217.74.

5317.9101 Definitions.

“Advance procurement funds” means funds specifically authorized by Congress for the acquisition of long lead items and associated efforts or Economic Order Quantities (EOQ) of items in a fiscal year in advance of contracting for the production of the related end item(s). Advance procurement funds are an authorized exception to the full funding policy.

“Full production program release” means a point in time when both full funding and direction (i.e., Program Management Directive) for the fiscal year production buy are available to the program office.

“Long lead effort” means that portion of the total contract effort which is funded with advance procurement funds.

“Long lead items” means components, parts, material, and efforts whose leadtimes are significantly longer than other components of the system or subsystem, and, as a result, must be funded in advance of full production program release to protect the planned production schedule.

“Not-to-exceed (NTE)” means the maximum fixed-price, target price, or estimated cost the Government will be obligated to pay for the total contract effort or the long lead effort.

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SAMPLE

DEPARTMENT OF THE AIR FORCE

FINDINGS IN SUPPORT OF AUTHORIZATION TO MAKE MULTIYEAR CONTRACTS

Upon the basis of the following finding, which I hereby make *[as/for]* the agency head pursuant to 10 U.S.C. 2306b the contracts described below may be made on a multiyear basis provided appropriate Congressional approvals are obtained.

FINDINGS

1. The *[insert organization]* proposed to make multiyear contracts for the production of *[insert item]*.
2. Based upon the attached Multiyear Exhibit Package, I find that:
 - a. The use of multiyear contracts will promote the national security of the United States and will result in reduced total costs under the contracts;
 - b. The minimum need for the property to be purchased under these contracts is expected to remain substantially unchanged in terms of production rate, procurement rate, and total quantities;
 - c. There is reasonable expectation that throughout the contemplated contract periods the Department of the Air Force will request funding for the contracts at the level required to avoid contract cancellations;
 - d. There is a stable design for the property to be acquired and that the technical risks associated with such property are not excessive; and
 - e. The estimates of both the cost of the contracts and the anticipated cost avoidance through the use of multiyear contracts are realistic.

DATE _____

SIGN _____
(Approval Authority)

__ Atch
.. _____ Exhibit Package*
dated _____ (__ pp)

* Exhibits not required for small classic multiyear contracts.

ATTACHMENT 5317-3 VALIDATION MULTIYEAR CONTRACT FINDINGS

I. General Requirements

A. Mechanics of Validating

1. Prior to award, the negotiated multiyear price should be compared to a notional annual buy price that is based upon the annual buy proposal or position (if annual buy proposal has been waived) used in the initial savings validation as updated for comparable proposal and negotiation changes made during the multiyear negotiation process. A full audit trail of the construction of the annual buy position should be maintained in the official contract file. Competitively derived validation findings should reflect a comparison of the contracts actual multiyear proposed price to its comparable annual buy proposed price.
2. Format should be similar to that of the initial findings supported by an updated set of exhibits.
3. Validation findings will be made prior to initiation of the multiyear contract if its price is definitized prior to the initiation.
4. If the multiyear effort was initiated with an undefinitized contract vehicle (letter contract, expanded advance buy contract, etc.) a preliminary validation findings should be prepared based upon dual proposal data as analyzed by the contracting officer to ensure proposal validity. If changes are made to the proposal data in preparing the validation exhibits, the contracting officer should maintain a good audit trail of those adjustments. Following the conclusion of negotiation, a final validation findings must be made before definitization.

B. Validation Categories and Approval Levels

1. Validation efforts will result in one of the three situations described in the categories below:

<u>Category</u>	<u>Situation</u>
Category I	Validated savings greater than or equal to initial savings estimate in both dollars and percent Present Value Positive
Category II	Validated savings less than savings estimate in dollars and/or percent Present Value Positive
Category III	Present Value Negative

2. The findings used in the verification are referred to as validation findings. After verification by the contracting officer, the approval of Category I findings shall be done by the same organizational level required to approve the initial findings. For validation Category II findings, SAF/AQ approves major MYCs, and the HCA, or if delegable the designee, approves all others. For validation Category III findings, SAF/AQ approval is necessary for major MYCs and SAF/AQC approval is necessary for all others.

3. After approval of the validation findings, additional reviews or Congressional notifications may be required prior to award depending on unfunded contingent liability amounts, EOQ amounts and others. (See notification requirements in Attachment 5317-4.)

PART 5319—SMALL BUSINESS PROGRAMS**SUBPART 5319.2—POLICIES****5319.201 General policy.**

(d) MAJCOMs shall obtain the approval of the Director of Small and Disadvantaged Business Utilization (SAF/SB) before appointing an Associate Director of Small Business (see DOD Directive 4205.1 and AFI 64-201). Other commands shall consult with the Director (SAF/SB) before appointing a command Deputy for Small Business or any full-time Deputy for Small Business. Appointments shall be made on Certificates of Appointment, available from SAF/SB. Appointments are effective when the appointing official signs and dates the certificate. Forward the certificate to SAF/SB for signature by the Director, after it is executed by the appointing official.

(v) When Air Force participation is required in conferences conducted to assist small businesses, small business specialists will serve as the Air Force representatives. SAF/SB will assign responsibility for providing Air Force representation to commands with bases in the area of the particular conference. In the case of Congressionally sponsored Federal procurement conferences, responsibility is assigned as follows:

<i>HQ AFMC/ESC</i>	New England except Fairfield County, Connecticut.
<i>Rome Research Site</i>	New York north of Orange and Putnam Counties; Pennsylvania except Delaware, Montgomery, Bucks, Philadelphia, and Chester Counties.
<i>11th Wing</i>	Delaware; District of Columbia; Maryland; New York City; New Jersey; Virginia; Fairfield County, Connecticut; Montgomery, Bucks, Philadelphia, Delaware, and Chester Counties, Pennsylvania.
<i>HQ AFMC/WR-ALC</i>	Georgia; North Carolina; South Carolina; Tennessee except Shelby County.
<i>HQ Space Command/ESMC, Patrick AFB</i>	Florida east of Taylor and Madison Counties.
<i>HQ AFMC/AAC</i>	Alabama; Florida west of Dixie, Lafayette, Suwanee, and Hamilton Counties; Mississippi south of Issaquena, Sharkey, Yazoo, Madison, Leake, Neshoba, and Kemper Counties.
<i>HQ AFMC/SA-ALC</i>	Louisiana; Texas east of Winkler, Ward, Reeves, and Jeff Davis Counties.
<i>HQ AFMC/OC-ALC</i>	Arkansas; Kansas; Nebraska; Oklahoma; Mississippi north of Warren, Hinds, Rankin, Scott, Newton, and Lauderdale Counties; Missouri except St. Louis; Shelby County, Tennessee.
<i>Phillips Research Site</i>	Arizona; New Mexico; Texas west of Ector, Crane, Pecos, and Brewster Counties.
<i>HQ AFMC/OO-ALC</i>	Colorado; Idaho; Montana; North Dakota; South Dakota; Wyoming; Utah.
<i>HQ AFMC/SA-ALC</i>	Oregon; Washington; California north of San Luis Obispo, Kern, and San Bernadino Counties; Nevada except Clark County.
<i>HQ AFMC/SMC</i>	California south of Monterey, Kings, Tulare, and Inyo Counties; Clark County, Nevada.
<i>HQ AFMC</i>	Illinois; Indiana; Iowa; Kentucky; Michigan; Minnesota; Ohio; West Virginia; Wisconsin; St. Louis County, Missouri.
<i>HQ PACAF</i>	Hawaii; Alaska.

In areas where AFMC has responsibility, the small business specialist or contracting personnel from other MAJCOMs represented in the local area shall attend. When the Air Force serves as DOD coordinator for the conference, the Air Force

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Office of Small and Disadvantaged Business Utilization (SAF/SB) will be represented and will appoint a field coordinator from the directorate of small business in HQ AFMC. The AFMC representative will conduct a seminar on "How to Prepare a Bid" and prepare the DOD Conference Report.

SUBPART 5319.5—SET-ASIDES FOR SMALL BUSINESS**5319.501 General.**

(c) The contracting officer shall document the review on DD Form 2579 (see DFARS 219.201 (c)(9)(B)). The small business specialist shall review all acquisitions in excess of \$25,000 for activities assigned a full-time small business specialist.

5319.501-90 Simplified Acquisition of Base Engineering Requirements (SABER).

Except when use of small business set-asides is suspended, the contracting officer shall consider every proposed acquisition for SABER, regardless of dollar value, as though the small business specialist had initiated a set-aside request and procedures in 5319.505 apply. When small business set-asides are suspended pursuant to the Small Business Competitiveness Demonstration Program, the contracting officer shall follow the procedures in FAR Subpart 19.10.

5319.502-2-70 Total set-asides for small disadvantaged business concerns.

(c) Requests for determinations will be prepared by the activity small business specialist and forwarded through the command Director of Small Business to SAF/SB. As part of the supporting information, provide a detailed narrative that describes the negative impacts that have occurred on non-disadvantaged small businesses in each SIC code, and provide an estimate of the likelihood of future negative impacts.

5319.505 Rejecting Small Business Administration recommendations.

When notified by SBA that it has filed an appeal with the Secretary, the contracting officer shall prepare an appeal file. The file shall contain a statement by the contracting officer which sets forth the decision rationale and addresses the appeal issues on a point-by-point basis. The statement shall include the rationale for disregarding known small business sources, small businesses identified through synopsis, and sources recommended by the small business specialist and SBA. In addition to the contracting officer's statement, the file shall include the comments and/or concurrence of the small business specialist, the completed DD Form 2579, SBA Form 70, any related correspondence, the procurement history, and a copy of the solicitation's coverage of evaluation and award factors. Forward the appeal file through command channels to arrive in SAF/SB within ten work days after receipt of the formal appeal.

SUBPART 5319.8—CONTRACTING WITH THE SMALL BUSINESS ADMINISTRATION (THE 8(a) PROGRAM)**5319.803 Selecting acquisitions for the 8(a) program.**

The small business specialist assigned to the individual contracting activity is the Air Force representative for purposes of this section.

5319.804 Evaluation, offering, and acceptance.

The small business specialist assigned to the individual contracting activity is the Air Force representative for purposes of this section.

5319.808 Contract negotiation.**5319.808-1 Sole source.**

Contracting officers shall send copies of any determinations to waive Miller Act requirements in DFARS 219.808-1 to the local Small and Disadvantaged Business Representative for forwarding through SADB channels to SAF/SB.

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PART 5332—CONTRACT FINANCING

SUBPART 5332.7—CONTRACT FUNDING

5332.790 Base contract funding.

(a) Base contracting activities shall not issue a solicitation for supplies or services without an allotment citation of funds availability unless the purchase request is for:

(1) A requirement chargeable to the Air Force Stock Fund and the local primary stock fund manager (of a stock fund division that is exempt from apportionment control) furnishes the following signed certificate to the contracting office:

"I certify that all purchase requests for [insert stock fund item names] stock fund items for fiscal year [insert fiscal year] are provided for in the approved [insert name] operating program for fiscal year [insert fiscal year]. The proper accounting classification to be cited for the entire fiscal year is [insert classification]."

(2) An industrial fund requirement and the accounting agent has furnished an annual certificate substantially the same as in paragraph (1) above, except that the accounting agent shall enter the fund cite on each purchase request;

(3) A contract conditioned upon the availability of funds as authorized in FAR 32.703-2;

(4) A requirements type contract is to be established which does not require a firm funded order at time of contract execution;

(5) Information needed for planning purposes pursuant to FAR 15.201 (e), or

(6) Requirements under paragraphs (b) or (c) below.

(b) When a purchase request is for one of the requirements listed in (b)(1) through (4), the base contracting activity may issue a solicitation, receive and open offers, and prepare final award documents (including clearance, if required). However, the contract shall not be signed by the contracting officer; delivered to the contractor; nor will the contractor be notified that it has been awarded a contract until funds have been certified by the accountable AFO. Since contract award will not be made subject to the availability of funds, the procedure and clause prescribed in FAR 32.703-2 (a) shall not be used. If additive or deductive items are included in the bid schedule, the contracting officer shall determine the amount of available funds before bid opening:

(1) A project in connection with family housing and/or mobile home parks, upon direction by AF/CE;

(2) Construction to be commenced in the next fiscal year, if the approving authority certifies that the requirement has a high enough priority to ensure that it will not be canceled when the next fiscal year funds become available. Current fiscal year funds may be used if they become available before the end of the fiscal year and the contract can be obligated as required by AFR 170-8;

(3) A military construction program (MCP) project when the contracting office receives written notification that the Air Force has responsibility for the acquisition, that the project has been approved for acquisition, and funds are available and being forwarded through channels. This exception still applies when the purchase request funding is limited to the amount of the initial Government estimate and the latest estimate, based on actual design and engineering information, exceeds the amount of the purchase request. In such cases, solicit bids or proposals before requesting additional funds; and

(4) A minor construction project (P-341 funds and commissary surcharge funds) supported by a statement that funds are being held in reserve at HQ USAF and will be made available when needed to award the contract.

(c) The MAJCOM Civil Engineer, Director of Contracting, and Comptroller may jointly agree in writing to authorize base contracting activities to issue solicitations for facility project requirements when it is anticipated that the contract will be awarded in the current fiscal year but funds are not yet available. Use of this authority is subject to the following:

(1) MAJCOMs should carefully consider the use of this authority. It should only be used for non-complex projects for which estimated bid or proposal preparation costs are relatively low in relation to the estimated cost of the project. Also,

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MAJCOMs should consider imposing a limit on either the project value or the aggregate value of all projects solicited using this procedure;

(2) Projects that may be solicited under this authority include those for maintenance, repair and minor construction, facility O&M projects, and environmental restoration and compliance projects, which the MAJCOM civil engineer has reviewed, verified as a bona fide need, and determined that there is a reasonable likelihood that the project will be funded in the annual year-end program;

(3) MAJCOM Civil Engineering and Comptroller offices will identify to Contracting the projects selected to be solicited under this authority, in adequate time to permit solicitation and processing. MAJCOM Contracting, Comptroller, and Civil Engineering shall establish a reasonable cut-off date for cancellation of solicitations, in order to have time to open the offers and process the contract award before the end of the fiscal year;

(4) Solicitations may not be opened until the funds certifying official either certifies that funds are available, or notifies the contracting officer that there is reasonable assurance that funds will be available after opening. If a reasonable assurance notification is received from the funds certifying official, the solicitation may be opened and processed up to the point of award. However, the contract shall not be signed by the contracting officer, delivered to the contractor, nor will the contractor be notified that it has been awarded a contract until funds have been certified by the accountable AFO. If funds or a "reasonable assurance" notification cannot be provided by the established cut-off date, the solicitation will be canceled before opening; and

(5) Solicitations issued under this authority shall contain a notice on the cover sheet and in Section L as follows:

"Notice to Offerors: Funds are not presently available for this project. No award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date."

SUBPART 5332.9—PROMPT PAYMENT**5332.903 Policy.**

The Director of Defense Procurement has approved a class deviation to FAR 32.903 for contracts awarded under Air Mobility Command's Civilian Reserve Air Fleet (CRAF) program. This deviation permits payment earlier than seven days prior to the payment due date specified in the Prompt Payment clause, FAR 52.232-25. No change to the Prompt Payment clause is authorized by this deviation. The deviation, No. 98-F-0001 dated 25 Sep 98, is on file in SAF/AQCP.

5332.908 Contract clauses.

The contracting officer shall insert the clause at 5352.232-9000, Remittance Address, whenever the following clauses are used: FAR 52.232-25, Prompt Payment, FAR 52.232-26, Prompt Payment for Fixed-Price Architect-Engineer Contracts, and FAR 52.232-27, Prompt Payment for Construction Contracts. Each of these prompt payment clauses requires that the contractor's invoice include the name and address of the contractor official to whom payment is to be sent.

PART 5333---PROTEST,DISPUTES, AND APPEALS

documents that would be exempt under FOIA, the applicable FOIA exemptions, and explain why those parts should not be released.

(C) Within five calendar days of receipt of the agency report (or the Air Force's response to a protester's request for additional documents), the GAO must notify the Air Force whether any documents being withheld should be released to the protester or an interested party. If the GAO determines that withheld documents should be released, it will furnish the documents to the protester or interested party or advise the Air Force to do so. If advised by the GAO to do so, SAF/AQCX or SAF/GCQ will release the documents or notify the GAO that it does not agree with the GAO determination.

(ii) *Protective orders.* If the GAO issues a protective order, SAF/GCQ will represent the Air Force in the protest.

(iii) *Releasability determinations.*

(A) Entire documents should not be withheld from a protester or interested party unless all information within the document should be withheld.

(B) Information readily available to all offerors should not be withheld.

(C) Information which the Government is not precluded by law from releasing (even though it may fall within one of the FOIA exemptions) should not be withheld if it would tend to explain the award decision or the adverse action taken with respect to the offeror's proposal.

(D) Commercial or financial information submitted in confidence to the Government must be withheld from any protester or interested party, other than the one that submitted it.

(E) Government negotiation or evaluation information may be released to the protester or an interested party, if its release would not harm the Government in future acquisitions. For example:

(I) Final ratings, strengths, weaknesses, risk evaluations, and final composite scores will generally not be withheld from the company whose proposal is being evaluated as they tend to explain the Government's decision;

(II) Individual evaluator ratings, scores, analyses, worksheets, identities, and interim ratings generally will be withheld as they tend not to be relevant or the release would be harmful to the deliberative process;

(III) Those portions of the Proposal Analysis Report that relate to a protester's evaluation should generally be provided to the protester; and

(IV) See AFFARS 5315.207 (b) for guidance concerning information related to a source selection.

(iv) *Document Release Memorandum.*

(A) Documents that will not be furnished in their entirety to the protester or to an interested party in response to the protester's document request must be identified and the reason for not furnishing the documents stated in a memorandum.

(B) This memorandum shall be included in the agency report to explain the legal and factual basis for not furnishing to a protester or interested party any document, or portion of a document, which is being furnished to the GAO. The contracting officer prepares it with assistance from the staff judge advocate.

(b) *Protests before award.*

(1) *Authorization requests.*

(A) Except for AFMC PEO and DAC Programs, requests to authorize contract award shall be signed by a general officer/senior executive service civilian or, if not available, by the installation commander or deputy and forwarded to the MAJCOM. If the MAJCOM concurs with the request, the MAJCOM staff officer responsible for contracting shall forward it to SAF/AQC through SAF/AQCX. The request shall be accompanied by the agency report unless the report has been previously sent to SAF/AQCX or SAF/AQCX has agreed to alternate arrangements. For AFMC PEO and DAC Programs, requests will be forwarded to SAF/AQC through SAF/AQCX in accordance with AFMC procedures.

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(B) All requests shall include facts that establish the urgent and compelling circumstances which significantly affect the interests of the United States. The request will include the proposed written finding required in FAR 33.104 (b) and shall be prepared as a stand-alone document containing the same information contained in the authorization request. Requests will be transmitted in a manner to ensure their receipt by SAF/AQCX at least ten calendar days before the date contract award is required. The request will also include the following:

- (I) A description of the goods or services requested and the type of contract contemplated;
- (II) A concise summary of the protest and the Air Force position;
- (III) The required award date and the reasons award is required by that date;
- (IV) A statement of the impact on the Air Force if award is delayed 30, 60, or 90 days beyond the required award date specified;
- (V) A description of alternative methods for obtaining the required supplies or services (e.g., options, organic capabilities, purchase orders), including a detailed explanation of why such alternatives are not feasible;
- (VI) An estimate of termination costs if the protest is sustained and the contract terminated 30, 60, or 90 days after award; and
- (VII) The name and telephone number of any point of contact at SAF or HQ USAF who knows the impact of delay in contract award.

(C) After reviewing a request to authorize award, SAF/AQC may request a briefing on technical and contractual aspects of the solicitation. The briefing shall be provided by representatives who can fully support and justify the request. If the contract is for Other Contracting (see 5302.101), upon completion of the reviews and in consultation with SAF/GCQ, SAF/AQC will notify the MAJCOM whether the HCA may authorize award. If the contract is for a PEO or DAC Program (see 5302.101), requests to authorize award will be approved by SAF/AQ, as HCA.

(2) *Notice to GAO.*

(A) *For Other Contracting.* After receiving SAF/AQC approval to award, the HCA may authorize award, and if so, shall transmit the notice required in FAR 33.104 (b)(2) (but not the finding itself) to the GAO before award is made. The completed finding shall be returned to the contracting officer for inclusion in the contract file. Forward the notice, including the protester's name and B-number assigned to the protest to:

The Office of the General Counsel
U.S. General Accounting Office
441 G Street N.W.
Washington, DC 20548
Attn: Procurement Law Control Group

The contracting office shall provide a copy of the notice to SAF/AQCX.

(B) *For PEO and DAC Programs.* SAF/AQCX will prepare and transmit the notice of the finding in FAR 33.104 (b)(2).

(c) *Protests after award.*

(1) When the Air Force receives notice of a protest from the GAO within ten calendar days after the date of contract award or five calendar days after the debriefing date, whichever is later, the contracting officer shall decide whether to suspend performance, terminate the contract, or request authority to continue contract performance.

(2) Requests to continue contract performance shall be signed by a general officer/senior executive service civilian. If one is not available, the installation commander or deputy may sign the request. The request shall be forwarded to the MAJCOM for review and presentation to the cognizant HCA as defined in 5301.601-91 for approval. The request shall include a proposed written finding fully justifying the need for continued performance. The HCA, on a nondelegable basis, shall decide within five calendar days after protest notification by SAF/AQCX whether to authorize continued performance. When SAF/AQ is the HCA, requests for authority to continue performance will be submitted to SAF/AQCX within four calendar days of protest notification and will be accompanied by the proposed agency report unless the report

PART 5336—CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS**SUBPART 5336.2—SPECIAL ASPECTS OF CONTRACTING FOR CONSTRUCTION****5336.202 Specifications.**

AF Form 66, Schedule of Material Submittals, may be used by the contracting officer, civil engineer, and contractor to help material submittal requirements. The form is initially prepared by the civil engineer and submitted to the contracting officer with the purchase request. The contracting officer may include the form in the solicitation as an attachment. Upon award, the contracting officer, or designee, may provide copies to the contractor and the civil engineer at the pre-performance conference. AF Form 66 may also be used to track the submission of periodic usage data for estimated quantity line items when the contract contains estimated quantity line items.

5336.270 Expediting construction contracts.

Requests to use expediting action shall be submitted through command channels to SAF/AQCO, with an information copy to HQ USAF/CE, with detailed justification as to why such action is required.

5336.271 Cost-plus-fixed-fee contracts.

Requests for use of a cost-plus-fixed-fee (CPFF) type contract estimated to exceed the simplified acquisition threshold shall be submitted through command channels to SAF/AQCO, with an information copy to HQ USAF/CE. The request shall include a complete justification for using a CPFF type contract.

5336.290 Material approval submittal form (AF Form 3000).

(a) Within ten days after commencement of work or as otherwise established by the contracting officer, all materials and articles requiring approval, as contemplated by the Materials and Workmanship clause, shall be submitted by the contractor by means of AF Form 3000. The contracting officer shall establish a suspense date on action to be taken on submittals and shall retain a suspense copy for necessary follow-up action.

(b) Insofar as practical and before commencement of work, the contracting officer shall inform the contractor of the materials or articles requiring approval.

5336.291 Contract progress schedules and reports for construction contracts (OMB Approval Number 21-R0129).

(a) AF Form 3064, Contract Progress Schedule, shall be used to satisfy the requirements at clause FAR 52.236-15, Schedules for Construction Contracts. Use of the AF Form 3064 is required for all delivery orders priced over the Simplified Acquisition Threshold (SAT) under requirements type or indefinite delivery/indefinite quantity contracts when the performance period of the order is 60 days or more. The contracting officer may use the AF Form 3064 or an abbreviated progress schedule and method of progress reporting for delivery orders under the SAT when the performance period is 60 days or more. Additional copies of the form may be used to provide for a performance period in excess of the time frame available on the form. Upon submission of the initial AF Form 3064, the contracting officer and civil engineer shall carefully evaluate the percentage of the total job assigned to each work element. Particular attention shall be devoted to those elements to be performed in the early stages of the effort to preclude overstatement that would result in an imbalance in payments and exceed the value of work performed. Work elements shall be limited to those tasks which will indicate the progress of the work and which may be readily identified and measured by personnel monitoring the contractor's progress. Normally the percentage factors of each work element should be related to the total value of the contract. This may vary, however, depending on the percentage factor the contracting officer chooses to assign for materials stored on-site. Consideration for materials stored on-site should be limited to major high-cost items. It is not the policy of the Air Force to pay the contractor for miscellaneous low dollar value items prior to installation. Payment of materials stored off-site is generally discouraged, and is prohibited unless sound procedures are established for their accountability and control. Payments for materials in advance of installation will be substantiated with paid invoices.

(b) AF Form 3065, Contract Progress Report, shall be used to satisfy the requirement of periodic progress reporting by one of the following methods, at the discretion of the contracting officer:

PART 5336—CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS

(1) Separate reports covering the same period will be prepared by the contractors and by the civil engineers or their designees; and

(2) The contractor shall prepare the report and route it through civil engineering. The civil engineers or their designees shall review the report and make necessary comments and forward it to the base contracting office for action. Appropriate action shall be taken to resolve any significant variances of five percent or more in the percent of progress reported by the contractor and the civil engineer.

(c) Appropriate revisions shall be made to the existing AF Form 3064, or a revised form obtained, whenever a contract modification causes a change in the original progress schedule. A revised AF Form 3064 shall be obtained whenever the performance period is extended for 60 days or more. Upon completion of the contract, the actual completion date shall be entered on the AF Form 3064 and the form, together with all supporting copies of AF Form 3065, shall be filed in the contract folder as permanent records.

(d) Work elements entered in column B of the AF Form 3064 shall be limited to those tasks which will indicate the progress of the work under the contract, and which may be readily identified and measured by personnel monitoring the contractor's progress. Such elements as preparatory work, supervision, administration, mobilization, demobilization, and cleanup may be considered as appropriate entries when they represent actual progress upon which the contracting officer may make a decision regarding approval or disapproval of the contractor's payment estimates.

5336.292 Major construction and renovation projects.

(a) For major construction and renovation, give extra care and attention to all aspects of the project to ensure its satisfactory accomplishment. It is particularly important to closely monitor the performance of the contractor at the outset of the contract. Early identification and resolution of problems will minimize the impact and cost of corrections or changes. Base and command level civil engineering and contracting staffs shall periodically review management of these projects.

(b) In contracts with numerous work elements, close management of each element by the contractor is necessary to ensure timely performance. When the clause at FAR 52.246-12, Inspection of Construction, is used for a family housing renovation project, a contractor-prepared network analysis system or a critical path method surveillance technique should be required and used to supplement or replace the AF Form 3064 and 3065.

5336.293 Simplified Acquisition of Base Engineering Requirements (SABER).

Air Force policy, procedures, and guidelines for implementing SABER programs are in AFFARS Appendix DD, Simplified Acquisition of Base Engineering Requirements Program (SABER).

SUBPART 5336.4—SPECIAL PROCEDURES FOR NEGOTIATION OF CONSTRUCTION CONTRACTS**5336.402 Price negotiation.**

When a cost estimate breakdown is required from the civil engineer and/or the prospective contractor for a negotiated construction contract or for any modification to a construction contract, AF Form 3052, Construction Cost Estimate Breakdown, shall be used.

SUBPART 5336.6—ARCHITECT-ENGINEER SERVICES**5336.602 Selection of firms for architect-engineer contracts.****5336.602-1 Selection criteria.**

(a) Selection boards shall develop a point system to evaluate potential contractors.

5336.602-5 Short selection process for contracts not to exceed the simplified acquisition threshold.

Either short selection process described in FAR 36.602-5 may be used to select firms for contracts not expected to exceed the simplified acquisition threshold.

PART 5337—SERVICE CONTRACTING

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PART 5337—SERVICE CONTRACTING**SUBPART 5337.1—SERVICE CONTRACTS - GENERAL****5337.102 Policy.**

Air Force Manual (AFMAN) 64-108, Service Contracts, provides policy guidance for service contracts.

5337.103 Contracting officer responsibility.

(d) The contracting officer shall refer to DODI 1402.5, Criminal History Background Checks on Individuals in Child Care Services, which implements Public Law 101-647, Section 231, and Public Law 102-190, Section 1094, and which establishes policy, assigns responsibilities, and prescribes procedures for criminal history background checks for individuals involved in the provision of child care services in facilities operated by the Federal Government or managed under contract with the Federal Government.

5337.104 Personal services contracts.

(b)(i) For Other Contracting, the installation commander is authorized to execute the determination and findings at DFARS 237.104 (b)(i). For PEO and DAC programs, the cognizant PEO/DAC is authorized to execute this determination and findings.

5337.110 Solicitation provisions and contract clauses.

In solicitations and contracts for performance of commercial activities as defined in AFP 26-12, include the clause at 5352.237-9000, Control and Release of Inspector General Reports.

5337.190 Safety precautions for hazardous materials used in service contracts.

Personnel who develop statements of work or specifications for service contracts shall advise the contracting activity when specifications require contractors to deliver, use, store, or handle hazardous material at a Government activity. Upon notification, contracting officers shall comply with Subpart 5323.3.

SUBPART 5337.90—SERVICE CONTRACTS FOR AN END PRODUCT**5337.9001 Fiscal year obligations.**

A service contract for an end product (e.g., a report, a survey, or an audit) is an obligation of the fiscal year in which the contract is executed without regard to the date of contract completion, provided the contract is for a bona fide need of the fiscal year in which it is executed and subject to any limitations of applicable statutes.

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PART 5343—CONTRACT MODIFICATIONS

PART 5343—CONTRACT MODIFICATIONS

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PART 5343—CONTRACT MODIFICATIONS**SUBPART 5343.1—GENERAL****5343.102-90 Air Force Acquisition (ACAT) Programs Policy**

(a) New work may be added to a contract and within-scope changes may be made, as long as the new cumulative period of performance will not extend the original period of performance by fifty percent or more. A contract action anticipated to exceed the original contract period of performance by fifty percent or more must not be executed without the review and approval of the responsible Program Executive Officer (PEO) or Designated Acquisition Commander (DAC). The original contract period of performance includes the basic performance period and all options included at the time of contract award. It does not include increases in the period of performance due to contract modifications or additional orders.

(b) A contract that is already beyond fifty percent of its original contract period of performance must not be extended without review and approval by the responsible PEO or DAC. The original contract period of performance includes the basic performance period and all options included at the time of contract award. It does not include increases in the period of performance due to contract modifications or additional orders.

SUBPART 5343.2—CHANGE ORDERS**5343.205 Contract clauses.**

Air Force contracting officers may change the period in which the contractor may assert claims under the changes clauses from 30 days to 60 days.

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PART 5346—QUALITY ASSURANCE**SUBPART 5346.7—WARRANTIES****5346.702 General.***(c) Warranty cost benefits.*

(1) Contracting officers shall require contractors to propose and justify warranty costs on an over and above basis. Exclude any costs, such as quality assurance, sustaining engineering, and product support costs, that would have been incurred without the warranty. Contracting officers shall ask DCAA and the contract administration office to evaluate the contractor's proposed warranty costs and shall specifically address the warranty acquisition costs in the price negotiation memorandum.

(2) The contracting officer shall require the contractor to separately identify actual warranty costs in cost reporting, either as a stand-alone report or as part of another cost report.

5346.703 Criteria for use of warranties

(3) Weapon system warranties. Although weapon system warranties are no longer mandated by statute, the contracting officer shall examine the overall value and utility of warranties on major systems and pursue such warranties when appropriate and cost effective or when directed to do so by a Foreign Military Sales (FMS) customer. AFM 64-110, Manual for Weapon System Warranties, contains guidance for the establishment and administration of weapon system warranties.

5346.706 Warranty terms and conditions.

(b)(5) *Markings.* The contracting officer shall ensure that the warranty clause (see 5346.710) requires the contractor to mark warranted items to be conspicuous to a person removing the item from service. The marking shall specifically state the duration or conditions of the warranty. The marking shall state whether the warranty period is determined by a specific expiration date or number of days after shipping or is based on some other criteria, such as the number of landings, flight hours, or operating hours.

5346.708 Warranties of data.

When obtaining a warranty on technical data in an acquisition data package, the contracting officer shall ensure that:

(1) Contract specifications and requirements define what constitutes a complete, accurate, and adequate acquisition data package;

(2) The warranty period will cover the Government's intended first use of the package for a competitive procurement; and

(3) Extended contractor liability is obtained, when cost effective. See the alternate endings to the clause at DFARS 252.246-7001, Warranty of Data.

5346.710 Contract clauses.

The specific warranty clause included in a weapon system contract shall be consistent with the weapon system warranty plan required in 5346.770-90 (see AFM 64-110, Manual for Weapon System Warranties).

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5346.770 Reserved.

APPENDIX CC—CONTINGENCY OPERATIONAL CONTRACTING SUPPORT PROGRAM (COCSP)

**APPENDIX CC—CONTINGENCY OPERATIONAL CONTRACTING SUPPORT PROGRAM
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**APPENDIX CC—CONTINGENCY OPERATIONAL CONTRACTING SUPPORT PROGRAM
(COCSP)****PART 1—GENERAL****CC-101 Scope.**

This appendix establishes policies, assigns responsibilities, and prescribes implementing procedures for the Air Force Contingency Operational Contracting Support Program (COCSP) as described in 5301.601-93. This program is established to ensure responsive contracting support for military and non-military contingencies.

CC-102 Definitions.

“Advance Echelon (ADVON)” means an initial deployment element of personnel and equipment within a specific unit type code (UTC). The ADVON portion of a UTC normally consists of the equipment and personnel required to establish an austere operational capability for a period of up to seven days.

“Area Of Responsibility (AOR)” means a defined area of land and/or sea in which responsibility is specifically assigned to the commander of the area for the development and maintenance of installations, control of movement, and the conduct of tactical operations involving troops under the commander’s control along with parallel authority to exercise these functions.

“Contingency” means an emergency, involving military forces, caused by natural disasters, terrorists, subversives, or required military operations. Due to the uncertainty of the situation, contingencies require plans, rapid response, and special procedures to ensure the safety and readiness of personnel, installations, and equipment.

“Contingency Operations Mobility Planning and Execution System (COMPES)” means a system that enables the Air Force to plan for war and contingencies and, at execution, to match and track requirements, people, and materiel in a time-sensitive manner. It standardizes and automates the procedures used by the Air Force at MAJCOM and base level to select, deploy, and monitor contingency forces.

“Operation Plan (OPLAN)” means a plan for a single or series of connected operations to be carried out simultaneously or in succession. It is usually based upon stated assumptions and is the form of a directive employed by higher authority to permit subordinate commanders to prepare supporting plans and orders. The designation “plan” is usually used instead of “order” in preparing for operations well in advance. An operation plan may be put into effect at a prescribed time, or on signal, and then becomes the operation order.

“Simplified acquisition threshold” means \$100,000 except that in the case of any contract to be awarded and performed, or purchase to be made, outside the United States in support of military contingency, humanitarian, or peacekeeping operation, the term means \$200,000.

“Time-Phased Force And Deployment List (TPFDL)” is Appendix 1 to Annex A of the operation plan. It identifies types and/or actual units required to support the operation plan and indicates origin and ports of debarkation or ocean area. It may also be generated as a computer listing from the time-phased force and deployment data.

“Unit Type Code (UTC)” means a five-character, alphanumeric code used in automated planning systems that uniquely identifies a specific unit capability. The UTC is linked with specific personnel and/or logistical detail for the purpose of deployment manning, transportation planning, personnel accounting, and replacement planning. The Mission Capability Statement (MISCAP) linked with each UTC specifies the capabilities the UTC represents as well as the limitations of usage of the UTC.

CC-103 Responsibilities.

Effectively supporting Air Force contingency operations requires thorough planning and support by organizations at all levels of authority. The following list delineates the key responsibilities and duties at each level to ensure well planned and executed contracting support. This list is not all inclusive; each level is expected to identify and implement additional responsibilities as they are identified.

APPENDIX CC—CONTINGENCY OPERATIONAL CONTRACTING SUPPORT PROGRAM (COCSP)

(a) Chief, Operational Contracting Division (SAF/AQCO) shall:

- (1) Provide overall policy, procedures, and direction for developing, reviewing, and managing contracting under the COCSP;
- (2) Designate a focal point to coordinate all contracting contingency planning and develop appropriate policy within the Air Force;
- (3) Coordinate on OPLANs originating at the Air Staff;
- (4) Process deviations, waivers, and special authorizations requested in support of contingency operations; and
- (5) Ensure the focal point attends the Contingency Wartime Planning Course (CWPC) as soon as possible after assuming duties.

(b) Each MAJCOM Division Chief/Director of Contracting shall:

- (1) Designate a command focal point to coordinate all contingency planning within the MAJCOM and to facilitate implementation of contracting support of exercises and actual contingency operations;
- (2) Ensure the focal point attends the Contingency Wartime Planning Course (CWPC) as soon as possible after assuming duties;
- (3) Establish supplemental policies and procedures for developing, reviewing, and managing the MAJCOM COCSP;
- (4) Develop contracting support elements and Unit Type Code (UTC) packages to meet the requirements of current policy directives and implementation instructions and ensure that subordinate organizations meet force mobility requirements stated in the Air Force 10 series directives/instructions;
- (5) Establish, as required, agreements detailing contracting support relationships between MAJCOMs during contingency deployments;
- (6) Ensure all individuals assigned responsibilities as contingency contracting officers (CCOs) are properly trained;
- (7) Review all MAJCOM OPLANs for:
 - (i) Host Nation Support Agreements. This includes:
 - (A) Participating in the identification of the need for Host Nation Agreements, the development of the terms of Host Nation Support Agreements, and the periodic review of Host Nation Agreements; and
 - (B) Ensuring copies of applicable Host Nation Support Agreements, Acquisition Cross-Servicing Agreements, letters of agreement, and other contract-related materials are provided to and understood by affected operational contracting offices;
 - (ii) Appropriate contingency contracting taskings; and
 - (iii) Appropriate contracting input to all tasks as described under Part 3, Planning for Contingency Contracting Support;
- (8) Establish management plans, policies, and procedures for Non-appropriated Fund (NAF) Contracting Support during contingencies, in coordination with the Chief of Morale, Welfare, Recreation, and Services (MWRS);
- (9) Ensure an adequate number of personnel are identified to augment the deployed forward headquarters function and assist in initial beddown of deployed units in accordance with War Mobilization Planning (WMP), Volume 1, Annex E. These UTC packages will be in addition to the UTC packages identified to support specific unit deployments. In general, 1 UTC package consisting of 1 officer and 1 enlisted contracting member will be made available to deploy based on every three contracting UTCs (12 people) deployed under independent core packages;
- (10) Support the forward air component commander in accordance with National Command Authority directives and/or preestablished agreements;

APPENDIX CC—CONTINGENCY OPERATIONAL CONTRACTING SUPPORT PROGRAM (COCSP)

(11) Perform a UTC availability analysis as required by AFI 10-401, Operation Plan and Concept Plan Development and Implementation. Inputs will be used to update the War and Mobilization Plan for force availability during the deliberate planning process;

(12) Establish Designated Operational Capability Statement (DOCS) and Status of Resources and Training (SORTs) procedures and policies for each unit tasked in support of an OPLAN; and

(13) Establish procedures for preserving lessons learned, disseminating the information collected from field after action reports, and providing copies to SAF/AQCO.

(c) Each Unified Command Air Force Component Director of Contracting shall:

(1) Establish management plans, policies, and procedures for contracting operations during contingencies within respective areas of responsibility;

(2) Process requests for appointment of contracting officers during contingency operations, as necessary;

(3) Ensure any additional manpower requirements to support contingency operations are identified and process requests to supporting commands;

(4) Develop and maintain current site surveys and area unique source and requirements data for the area of responsibility (AOR);

(5) Ensure supporting commands are provided appropriate materials distributed through unified command channels;

(6) Establish requirements (CC-103 (b)(9)) for contingency contracting personnel to augment the deployed forward headquarters function;

(7) Where appropriate, establish inter-service contracting agreements and notify MAJCOM planners if contracting support will be provided to another service or if contracts or contracting capabilities of another service will be required;

(8) Establish the manner in which contracts that exceed the simplified acquisition threshold are to be accomplished in support of a military contingency operation within the AOR. Those procedures must be distributed to each supporting command contracting division;

(9) Establish procedures, when necessary, for assigning and maintaining DOD Activity Address Codes (DODAACs) for deployed forces within the AOR; and

(10) Ensure the focal point attends the Contingency Wartime Planning Course (CWPC) as soon as possible after assuming duties.

(d) The commander or chief of each operational contracting organization shall:

(1) Review all tasked OPLANs and relevant Host Tenant Support Agreements, Inter-Command Agreements, Joint Support Plans, and Host Nation Support Agreements to determine deployment support requirements;

(2) Develop and maintain a local COCSP in accordance with this appendix and MAJCOM direction;

(3) Coordinate the planning process with all commanders with contingency contracting requirements;

(4) Select and appoint CCOs meeting the requirements contained in FAR 1.603 and this appendix.

(5) Establish initial and refresher CCO training to include the contingency contracting training required by this appendix and initial mobility training (small arms, chemical warfare, self aid, etc.), and ensure the training is provided to each CCO to maintain worldwide mobility status.

(6) Ensure equipment and materials required for support of assigned UTCs are purchased and maintained in perpetual readiness. Minimum equipment required to support UTC XFFK1 is listed in Attachment CC-1, Categories I and III. The minimum equipment required to support UTCs XFFK2 and XFFK3 is listed in the Attachment CC-1, Category I.

Part 2—CONTRACTING AUTHORITY AND ORGANIZATION

APPENDIX CC—CONTINGENCY OPERATIONAL CONTRACTING SUPPORT PROGRAM (COCSP)**CC-201 Contracting authority.**

Contracting authority to support contingency operations flows from the Secretary of the Air Force as the Agency Head, through the Assistant Secretary of the Air Force (Acquisition) to the commanders of the organizations identified in 5301.601-91. These individuals are designated Heads of Contracting Activities (HCAs) for Other Contracting, with authority to designate individuals to exercise any delegable HCA authority as the HCA Designee (see 5301.601-91). For JCS declared contingency operations or contingency exercises, the commander of the Air Force unified command component deployed in support of the operation or exercise is the HCA Designee for contracting actions in the AOR of the contingency. (See 5302.101 for authority of the designee.)

CC-202 Establishment of need for contingency contracting officers (CCOs).

The contracting officer is the key individual providing contracting support to contingency operations. Operational contracting activities shall review contingency taskings and designate a sufficient number of qualified individuals to perform those contingency contracting taskings. If the contracting office requires more manpower to support OPLANS than can be reasonably provided without degrading home station functions, then the chief of the contracting office shall notify the MAJCOM of the shortfall. MAJCOM functional areas will identify these manpower shortfalls through the Wartime Manpower Requirements/Force Sizing Exercises (MANREQ/FORSIZE) computation for their command and designate alternate resources to meet the tasking to include Air Force Reserve Individual Mobilization Augmentees (IMAs) if necessary.

CC-203 Selection of contingency contracting officers.

(a) Individuals selected as contingency contracting officers must meet all the requirements for appointment as a contracting officer contained in FAR 1.603.

(b) In addition, contingency contracting officers must also meet the following additional requirements:

(1) CCOs shall be military personnel, whenever possible. Deploy only military CCOs to support overseas contingency OPLANS and actual contingencies involving hostilities. NOTE: If a civilian is designated as a CCO, comply with instructions in AFI 36-507, Mobilization of the Civilian Workforce, for emergency-essential civilian employees.

(2) The Air Force Specialty Code (AFSC) 64PX and 6C0X1 personnel (and 1102/5 personnel supporting local contingency and emergency support plans) designated shall be trained or experienced in operational contracting and contingency contracting procedures. The incumbents shall be trained in all aspects of contingency contracting as quickly as possible after assignment to the organization.

(3) All contingency contracting personnel designated shall be certified at the appropriate level in the Acquisition Professional Development Program (APDP). Contracting Level I certified personnel may be designated for duties requiring a contracting officer warrant limited to simplified acquisition procedures. Contracting Level II certified personnel should be designated for duties requiring a contracting officer warrant exceeding the simplified acquisition threshold. Experienced personnel not possessing a Contracting Level I or II certification and not requiring a contracting officer warrant may be used to augment already designated Contracting Level I or II certified personnel. The percentage of certified Contracting Level I or II personnel designated for CCO status must be carefully monitored to ensure that mission capability of the home station facility will not be significantly reduced.

(c) Those positions identified for CCO certification shall be designated as "mobility" assets and so coded within the Contingency Operations Mobility Planning and Execution System (COMPES). The combat support group or the resource manager's mobility coordination office should coordinate on this coding process. This will ensure that incumbents in these designated positions are provided the initial and continuation training necessary to meet worldwide deployment taskings.

CC-204 Appointment of contingency contracting officers.

The CCO's permanent duty station shall issue certificates of appointment appropriate for support of potential contingency operations. This certificate of appointment as a contracting officer issued by the CCO's permanent duty station remains valid, unless there are specific limitations on the certificate of appointment that will detract from the CCO's duties in support of the contingency operations. If necessary, the HCA Designee may issue additional warrants or increase the limits of warrants as needed in the theater.

APPENDIX CC—CONTINGENCY OPERATIONAL CONTRACTING SUPPORT PROGRAM (COCSF)**CC-205 Contracting organizational relationships.**

When support of contingency operations requires the deployment of CCOs to another command or theater, either CONUS or overseas, the CCOs shall retain their permanent assignment, but shall be under functional control of the receiving command. CCOs deployed with a unit will support that unit's contracting needs; however, the CCOs will be under the functional control of the receiving (unified) command. The HCA Designee will provide authority and direction to the deployed CCOs.

Part 3—PLANNING FOR CONTINGENCY CONTRACTING SUPPORT**CC-301 Planning actions.**

Each operational contracting office and tasked organization shall monitor current plans and coordinate on all plans which task the contracting organization for support in accordance with AFI 10-401. Contracting support plans shall be established for (a) contingency support for armed conflict, and (b) contingency support for other than armed conflict.

(a) *Contingency support for armed conflict.* The contracting activity will make appropriate contracting inputs to OPLANs and dedicate a section of the local support plan to contracting support in military contingency operations.

(1) *Review of OPLANs.* The chief of the contracting activity will supervise the review of all OPLANs which require contracting support. Where a MAJCOM contracting activity tasks a contracting office with specific deployment support responsibilities, that MAJCOM will ensure that the office includes such tasking in its planning activities. Plan coordinators will consider the following:

- (i) Contracting manpower requirements actually needed for the expected base configuration, population, geographic location, joint usage arrangements, and proximity of local purchase resources to support the unit;
- (ii) Allocation of contracting-related UTC packages within the OPLAN and coordination of timing for each package within the Time-Phased Force Deployment Listing (TPFDL). Plans must call for early arrival of contracting personnel to provide contracting support for beddown of initial forces arriving at the deployment site;
- (iii) Adequacy of contracting resources tasked from all sources to meet the total contingency contracting requirements for all units at the deployment base;
- (iv) Individual Mobilization Augmentee (IMA) availability to support OPLAN taskings or to backfill deployed active duty CCOs;
- (v) Equipment and personnel support requirements for the CCO portion of each OPLAN (FAX machine, laptop computers, printer, cellular telephone, other communication, transportation, and office equipment);
- (vi) Procedures for each functional area to identify personnel at the deployment site who can validate requirements, accept deliveries, and verify specifications and quality of goods purchased;
- (vii) Coordination of contracting and finance functions to ensure that paying agents are designated to support the contracting activity (i.e., establishment of an imprest fund, if necessary);
- (viii) Uniform and civilian clothing requirements for each deployment location and initiation of uniform allowance documents for enlisted personnel, if applicable. Authorization for use of civilian clothing must be specified on TDY orders and in compliance with use according to appropriate personnel and finance regulations;
- (ix) Special personnel requirements for location-specific limitations to gender, rank, or other cultural factors which affect contracting within the deployment area;
- (x) Contracting interface with the supply system at the deployment site to avoid duplication of effort, unnecessary administrative steps, and unnecessary local purchase of supply system items;
- (xi) Potential adverse impact on unit mission support due to FAR or statutory contracting restrictions and any deviations which may be necessary to meet unique unit mission requirements at the deployment site;
- (xii) Contracting interface with 24 hour emergency operations contact points and purchasing sources in the deployment area;

APPENDIX CC—CONTINGENCY OPERATIONAL CONTRACTING SUPPORT PROGRAM (COCSP)

- (xiii) Impact on contracting effectiveness during chemical, biological, or nuclear operations, if applicable;
 - (xiv) Possible additional duty taskings at various stages of the deployment which may interfere with performing the contracting duties. Additional duties that may interfere with contracting duties include but are not limited to inspecting and receiving supplies/services, funds disbursing agent duties, billeting officer duties, and writing statements of work (SOWs)/performance work statements (PWS), etc.;
 - (xv) Security and protection needed during the deployment and any requirement for CCOs to carry weapons;
 - (xvi) Plan taskings which might result in possible CCO conflicts of interest situations (e.g., funds disbursement or acceptance of goods);
 - (xvii) Reporting and documentation requirements for all stages of the deployment and adequate administrative and documentation support for the operation;
 - (xviii) Taskings for contract closeout, termination, and claim processing;
 - (xix) Procedures for preserving lessons learned and disseminating the information collected from after-action reports; and
 - (xx) For MAJCOM or deployed HCA Designee, evaluate supplemental force package requirements required to support the deployed central contracting function and at the same time help with the beddown of arriving units in the theater of operations. Place these packages in the TPFDL early enough to meet mission beddown requirements.
- (2) *Review local contracting support plans.* Contracting offices will develop a comprehensive local support plan to ensure contingency contracting support for taskings under OPLANs. These plans will provide as a minimum:
- (i) Appointment documentation for identifying all appointed CCOs provided authority to meet contingency taskings;
 - (ii) Provisions for assigning Procurement Instrument Identification Numbers (PIINs) to CCOs;
 - (iii) Instructions for deployed CCOs to maintain records of all purchases in sufficient detail to allow accurate contracting reports to be prepared during or, as soon as practical, after the contingency ends. All required reporting shall be completed in the current monthly reporting cycle of the contracting activity that issued the PIINs or as otherwise directed. Instructions will provide for maintenance of these records whether in manual or automated format (such as laptop computers). If an automated system is used, the COCSP shall provide for automated or manual back-up, and procedures will be developed to instruct CCOs on how to enter data and use the computer software;
 - (iv) Assigned CCOs will use the plan review list to document annual reviews of all OPLANS under which the organization is tasked. Special care must be given to identifying plans that task elements of the operational contracting activity independently from the host unit. The unclassified portion of plans discussing contracting requirements may be extracted for review and use;
 - (v) Any specific contracting instructions and planning factors pertinent to the unit(s) to be supported or to the areas of deployment (such as a general list of the kinds of contracting requirements that the unit will generate, unusual contract requirements, instructions on use of support agreements, procedures for contacting embassy officials, etc.);
 - (vi) Procedures for the submission and validation of purchase requests by the functional areas within the deployed unit;
 - (vii) Provisions for interfacing with the appropriate Financial Management Board;
 - (viii) Direction to the CCO regarding the relationship between the gaining command and home station (see CC-205);
 - (ix) The location of CCO deployment kits and materials which need to be added to kits before departure;
 - (x) Specific direction for CCOs on how to obtain funding for any emergency deployment. Funding issues need to be resolved prior to deployment;
 - (xi) Develop and coordinate procedures with the local base accounting office for obtaining funding for emergency deployments, including procedures for prior identification of local currency required and proper denominations (U.S. or

APPENDIX CC—CONTINGENCY OPERATIONAL CONTRACTING SUPPORT PROGRAM (COCSP)

foreign currencies). Functional interface with Comptroller personnel and other collateral support functions are necessary with regard to:

(A) *Disbursing or paying agents.* When a contracting support capability is established at a non-DOD installation or remote location, a commercial paying function is required pursuant to Chapter 7 of AFR 177-101, General Accounting and Finance Systems at Base Level. AFI 10-213, Operations Under Emergency Conditions, provides guidance on comptroller operations during emergency conditions. AFI 31-207, Arming and Use of Force by Air Force Personnel, and AFI 31-209, The Installation and Resources Protection Guide, provide guidance for carrying arms and safeguarding funds. CCOs should not be designated as disbursing or paying agents. Exceptions must be approved by the HCA.

(xii) Provisions for performing site surveys and participating in exercises at deployment locations as directed by MAJCOMs;

(xiii) Direction that CCOs complete all training associated with worldwide mobility status and instruction on how local small arms, chemical warfare, and other mobility training will be accomplished;

(xiv) Assumptions on contracting requirements that may be relaxed or waived in an emergency, and direction on how to handle existing rules expeditiously where no authority is granted to relax such requirements; and

(xv) Direction for conducting annual OPLAN reviews and kit inventories including assignment of responsibilities, documentation, and frequency requirements.

(b) *Contingency support for other than armed conflict.* Another section of the local support plan will be dedicated to local emergencies and contingencies other than military contingency operations.

(1) *Review of OPLANS.* In developing and maintaining this section of the local support plan, the chief of the contracting activity will ensure that local contingency plans requiring contracting support for the installation are reviewed and coordinated. These plans typically address local and deployed location conditions ranging from natural disasters and industrial accidents to local hostilities and acts of terrorism. The contracting activity will review these plans to:

(i) Determine types of supplies and services that might be needed with short lead time, such as rental vehicles, snow removal, construction materials, and environmental clean-up services;

(ii) Become familiar with local conditions and factors which are unique to the area, such as geological conditions, industrial hazards, weather conditions and problems, civilian emergency services, etc.;

(iii) Become familiar with base relocation or alternate work site plans;

(iv) Establish alternate data automation capabilities;

(v) Determine appropriate actions to continue performance of essential contractor services pursuant to DODI 3020.37, Continuation of Essential DOD Contractor Services During Crisis;

(vi) Ensure that plans provide for adequate transportation, communications, and office space for contracting and other essential contingency support personnel;

(vii) Verify that plans provide for alternate funding and supply requisitioning procedures; and

(viii) Ensure that procedures provide for adequate receipt and inspection of purchases, and that these procedures facilitate prompt payment and expeditious closeout of contract files.

(2) *Review local contracting support plans.* Contracting offices will develop a comprehensive local support plan to ensure contingency contracting support for taskings under OPLANS. These plans will provide, as a minimum:

(i) A capability for users to contact contracting personnel on short notice through the unit emergency action center or Command Post;

(ii) Identification of appointed CCOs;

(iii) Instructions on where to relocate the contracting office in the event that the primary contracting facility is not usable, considering alternate locations on and off base;

APPENDIX CC—CONTINGENCY OPERATIONAL CONTRACTING SUPPORT PROGRAM (COCSP)

- (iv) A current list of the base emergency plans and the contracting portions of base plans;
- (v) Provisions for emergency communications with base officials, customers, and suppliers;
- (vi) Procedures for manual requisitioning of supplies, including required approval authorities, forms, and general processing requirements;
- (vii) Provisions for funding requests, including the use of AF Form 616, Fund Cite Authorization;
- (viii) Instructions for manual record keeping where use of the Base Contracting Automated System (BCAS), is interrupted;
- (ix) Procedures for using alternate data automation facilities to restore automated purchasing support and records, including alternate BCAS processing sites and use of any automated contract action logs or suitable substitutes until the Standard Procurement System (SPS) is fielded and when BCAS is inoperative for extended periods of time;
- (x) Instructions for the use of unit deployment kit(s);
- (xi) Current telephone listings for key base offices, local suppliers, and other base contracting offices, and grid maps of the base and local areas; and
- (xii) Instructions for developing, maintaining, and using source lists for emergency supplies and services, that identify sources available for 24 hour response to emergency requirements. A separate source list shall be maintained for emergency supplies and services outside a 50 mile radius of the installation's local market area. Both lists include the commodity/service contractor/vendor address, point of contact, and 24 hour telephone number.

CC-302 Predeployment preparation.

The planning function will emphasize the importance of performing site surveys. Resources permitting, each activity will perform site surveys at all preplanned deployment sites for local area and overseas destinations. Designated CCOs shall participate in site surveys and exercises on a rotational basis. Site surveys will:

- (a) Update information concerning potential sources in the deployment area, including material obtained from the U.S. Embassy, Consulate, Air Attaches, and other Government agencies operating in the same area. This information shall include a master listing of contractors and identification of those willing to provide emergency response after normal business hours;
- (b) Identify sources for potential and pre-identified emergency requirements. If an emergency source is not available for any pre-identified requirement, the COCSP shall provide procedures to ensure that the user is notified that contracting support will not be available for that requirement;
- (c) Survey local customs, laws, taxes, and shortages within the local economy, local bureaucratic impediments, language difficulties, currency exchange rate fluctuations, and security concerns. If local sales tax exemption procedures or numbers are available, obtain them through embassy personnel;
- (d) Examine local transportation and communication resources availability;
- (e) Determine the applicability of the Host Nation Mutual Support Agreements, Status of Forces Agreements, Acquisition Cross-Servicing Agreements, or other diplomatic agreements, if any, and evaluate the impact of these agreements upon contingency contracting within the deployment area;
- (f) Survey facilities, equipment, and other support which must be provided by the deployed commander for the deployed contracting office. Note the improvements needed for future deployment plans to this or other locations. Coordinate contracting facility requirements with the Civil Engineer and Logistics functional commanders as necessary;
- (g) Consider problems which should be anticipated in supporting contract requirements for an extended exercise or contingency operation at this location, paying particular attention to those items or services which are available at the deployment site but in only limited quantities;
- (h) Survey personnel requirements, unit kit requirements, and individual clothing and equipment requirements needed to meet mission demands in this area (consider officer vs. enlisted, male vs. female, civilian clothing vs. uniforms, office support equipment, type and quantity of forms needed, etc.).

APPENDIX CC—CONTINGENCY OPERATIONAL CONTRACTING SUPPORT PROGRAM (COCSP)

- (i) Determine what contract formats may be needed in the local area considering Host Nation Support Agreements, expected taskings, and local business customs; and
- (j) Passports are required for each CCO. Each CCO shall obtain an official passport when initially designated a CCO. In order to allow sufficient time to process passport applications for short notice deployments, identify procedures, approval authorities, and other requirements that will facilitate expeditious processing of requests pursuant to DOD 1000.21-R, Passport and Passport Agent Services Regulation. When CCOs are deployed they must have their passports in their possession at all times.
- (k) Identify procedures necessary to expedite obtaining International Driver License for CCOs. Obtain licenses only if this is a requirement of the deployed location.

CC-303 Deployment/mobility kits.

Operational contracting activities will develop local support plans and kits with contracting supplies, forms, instructions, and office equipment to respond to contingency situations.

(a) Each contracting activity must develop and maintain pre-assembled deployment kits for contingency contracting officer (CCO) use during contingencies. Unit deployment kits may be tailored to the expected deployment location or expected emergency tasking. Unit kits will be pre-assembled and positioned for rapid retrieval and transporting. Kits will be inventoried annually on the same cycle as the support plan review. Contents will be updated periodically to replace outdated material. Mission Capability Statements for contingency contracting unit type codes (UTCs) published in the War and Mobilization Plan, Volume 3, Part 3 contain contracting cargo elements. A complete assembled cargo package is an integral part of the UTC XFFK1 or XFFK2 (if designated as independent). Handcarried contracting kits are part of all other UTCs where taskings do not require the complete cargo packages.

(1) Depending on Operation Plan (OPLAN) taskings, at least one unit deployment kit will be pre-assembled, containing appropriate items in Attachment CC-1, Category I, for each independent UTC (XFFK1) that can be supported based on *authorized manning*. A pre-assembled unit deployment kit is not required for each individual OPLAN tasking a base may be responsible for. Handcarried kits (excluding equipment) will be pre-assembled for each dependent UTC (XFFK2) that the base can support. Regulations requiring periodic posting may be maintained with the normal publication library for the office. These regulations will be marked "Deployment Set" and added to the kit immediately prior to deployment. In that event, the kit should be conspicuously marked to prevent deployment without these critical publications.

(2) Contracting activities may maintain separate kits as shown in Attachment CC-1, Category II, with site-specific information and supplies to support specific OPLAN taskings. These kits may be set up as add-on package(s) to other deployment kits (i.e., "personal" kits, non-contracting personnel kits).

(3) CCOs will maintain "personal" deployment kits according to specific OPLANS and the WMP, Volume 1, Annex E, Contracting Part.

(4) Other kits may be maintained for non-contracting personnel which provide prepositioned instructions, pre-approved letters of authorization, blanket purchase agreements (BPAs), SF 44, Purchase Order-Invoice Voucher, and other forms as appropriate to support contingency situations where contracting resources are not deployed. Where such kits are assembled, the contracting activity will conduct a semi-annual review and update authorizations and contents of the kit(s).

CC-304 Planning for early contracting involvement.

Local contingency support plans will emphasize the need for early deployment of CCOs under OPLAN taskings and other deployments. Where conditions permit secure access to local market sources, the advance echelon ("ADVON") will include qualified and experienced contracting officers, to locate sources and become familiar with local conditions before the arrival of unit personnel. Where no site survey has been done, timing is especially important. Plans should provide for adequate security arrangements and disbursing officer support during advanced deployments. If an ADVON is deployed and conditions permit the presence of a purchasing activity, the CCO personnel should be among the initial forces arriving at the deployment site.

APPENDIX CC—CONTINGENCY OPERATIONAL CONTRACTING SUPPORT PROGRAM (COOSP)

Part 4—TRAINING IN CONTINGENCY CONTRACTING SUPPORT**CC-401 Air Force policy.**

Appropriate training shall be provided to all contracting officers designated to support contingency operations. Contingency Operational Contracting Support Plan (COOSP) training may be included as a part of the training required by AFI 64-102, Operational Contracting. COOSP training should be provided to key personnel of major customer activities having contingency contracting support requirements.

CC-402 Individual CCO training.

Training provided to CCOs shall include:

- (a) Initial Base-level CCO Training (see Attachment CC-2);
- (b) CCO continuation training, tailored to the unit's area of responsibility, to include regular exercise participation;
- (c) Nuclear, chemical, and biological warfare training and certification;
- (d) Both 9MM and M16 training and certification;
- (e) Funds management procedures;
- (f) Mobility equipment;
- (g) Self-Aid Buddy Care;
- (h) CONS 234, Contingency Contracting Course and
- (i) Force Protection Training as required.

CC-403 Training provided to non-contracting personnel.

The contracting activity will train non-contracting personnel, designated to support contingency plans, in the proper use of established ordering instruments, SF 44, credit cards, and other forms authorized for use. This training will address appropriate decentralized contracting procedures and regulations to ensure these personnel follow sound contracting practices. Note: Recommend using the AFLMA's Contingency Contracting Customer Guide during this training.

Part 5—CONTRACTING SUPPORT FOR CONTINGENCY OPERATIONS**CC-501 Expedited contracting procedures in contingency operations.**

(a) For most critical steps in the contracting process, the FAR, DFARS, and AFFARS provide flexibility to permit expedited contracting actions to satisfy urgent and compelling requirements. However, such circumstances do not provide blanket waivers of regulatory requirements, nor do they eliminate the need to maintain required controls and documentation. Examples of existing authorities to expedite contracting actions include:

- (1) Limiting sources in solicitations for sealed bids or proposals when unusual and compelling urgency precludes full and open competition (see FAR 6.302-2);
- (2) Exceptions for issuing synopses of proposed contract actions when this would delay award and injure the Government (see FAR 5.202);
- (3) Awarding letter contracts and other forms of undefinitized contract actions (UCAs) to expedite start of work (see DFARS Subpart 217.74);
- (4) Using oral solicitations (see FAR 13.106, and FAR 15.206 (f));
- (5) Awarding contracts for emergency requirements before resolving a protest (see FAR 33.104);
- (6) Waiving bid guarantees (see FAR 28.101-1) and preperformance conferences (see FAR 36.304); and

APPENDIX CC—CONTINGENCY OPERATIONAL CONTRACTING SUPPORT PROGRAM (COCSP)

(7) For contracts awarded and performed, or purchases made outside the U.S. in support of military contingency, humanitarian, or peacekeeping operations, the simplified acquisition threshold is increased to \$200,000 allowing use of simplified acquisition procedures (see FAR 2.101).

(b) When the nature of the contingency dictates, the appropriate level of authority may relieve CCOs of specific regulatory requirements contained in the FAR, DFARS, or AFFARS. These authorities are limited to those requirements contained in these regulations that are based on contracting policies established at that level. Department of Defense and Air Force contracting authorities maintain standby packages to initiate relief from regulatory requirements during contingencies. In a similar manner, MAJCOM contracting activities should identify in advance command-specific requirements that may be relaxed or waived during contingency operations. Operational contracting offices should also identify local requirements which would impede contingency contracting and coordinate procedures (within their authority) to relax those requirements.

(c) In the event of a declared contingency operation, it may also be possible to request relief from FAR, DFARS, and AFFARS requirements established as a result of a statute, Executive Orders, or other Executive Agency regulations (e.g., Department of Labor, Small Business Administration, etc.). Relief from these requirements could take considerable time to obtain, so their identification prior to declaration of a contingency operation is essential. SAF/AQC will be responsible for drafting legislative packages for relief in periods of National Emergency from statutes, Executive Orders, and Executive Agency regulations. MAJCOMs are encouraged to make recommendations for FAR, DFARS, and AFFARS requirements for which relief should be requested in support of contingency operations.

CC-502 Contracting functions under deployed conditions.

In providing contingency contracting support, CCOs will perform tasks required by established OPLANs, contingency support plans, and this appendix. Generally, contracting support of deployments takes place in four phases. A listing of expected activities for each phase is provided as follows.

CC-502-1 Contingency contracting activities during initial deployment.

(a) *The Deployed commander responsible for the unit will:*

(1) Establish the unit's requirements/priority of needs, including:

(i) Food and water for those personnel not serving in field conditions and not receiving a basic allowance for subsistence (BAS);

(ii) Shelter (both living and working facilities);

(iii) Transportation, specifically identifying rental requirements;

(iv) Laundry services;

(v) Human waste and garbage disposal;

(vi) Ground fuels requiring local purchase action;

(vii) Heavy Equipment;

(viii) Communications, to include priorities for use of limited telephone and radio facilities;

(ix) Utilities. (NOTE: Prior to deployment, verify electrical requirements for equipment such as copiers, FAX machines, etc. Some countries may have unique requirements that may not allow U.S. made machines to be connected to telephone lines.);

(x) Quality-of-Life Issues (i.e., recreational equipment); and

(xi) Computer/ADP support (to include equipment maintenance).

(2) Review purchasing procedures with the CCO, to include fund accountability, purchase validation, acceptance and quality assurance procedures;

APPENDIX CC—CONTINGENCY OPERATIONAL CONTRACTING SUPPORT PROGRAM (COCSP)

- (3) Place the CCO directly under the deployed commander and ensure that the CCO is not assigned additional duties that may impede contracting responsibilities;
 - (4) Advise all personnel that only the CCO is authorized to obligate the U.S. Government for local purchases and direct that no one place undue pressure on CCOs to purchase any goods and services which violate contracting laws and regulations;
 - (5) Provide suitable office space and transportation for the contracting function to include at a minimum a desk, secure filing cabinet, safe for funds and accountable forms, and dedicated vehicles to meet mission requirements;
 - (6) Furnish the CCO with a list of individuals (by name) from whom the CCO is authorized to accept valid purchase requests and the name of the corresponding individual (or office) providing the funding source;
 - (7) Provide an interpreter, if necessary;
 - (8) Provide suitable telephone communications for the CCO office and a mobile unit, if possible;
 - (9) Ensure that the Accounting and Finance function provides sufficient disbursing agents to allow timely contract support for the CCO and ordering officers;
 - (10) Ensure that the Base Supply function provides a receiving and quality assurance capability to document receipt of goods and equipment, and that the facility has the capability to transport those goods delivered by vendors to sites outside the unit compound. (NOTE: Personnel requirements for operating a unit transportation and delivery system are not included in contracting UTCs); and
 - (11) Establish a Requirements Validation Management Board of senior officers and noncommissioned officers (NCOs) to validate local purchase requirements.
- (b) *CCOs responsible for supporting the deployed unit will:*
- (1) Establish minimum suitable office space;
 - (2) Obtain low security profile transportation for CCO's dedicated use;
 - (3) Establish suitable communications for the office and mobile unit, to include at least one Class A telephone with long distance Defense Switched Network (DSN) and off base access;
 - (4) Contact the HCA Designee, existing military installations within the deployment area, or, in the absence of these, the U.S. Embassy or Consulate in the host nation for guidance on contracting information or Host Country Support Agreements;
 - (5) Obtain maps of adjacent towns or settlements and conduct personal visits to learn availability of necessary items of supplies or services. Mark maps and prepare source lists. Secure telephone books of the local area, if available. (NOTE: Maps and source lists should be updated as new information becomes available. Source lists should be annotated to reflect which contractors will provide 24 hour emergency response.);
 - (6) Work with the deployed commander to establish good working relations with local officials;
 - (7) Obtain an interpreter, if necessary, at the earliest opportunity;
 - (8) Keep the deployed commander informed of contracting matters;
 - (9) Establish a system, for customers to submit purchase requests for local acquisitions:
 - (i) Update customer training to orient them to the purchasing system as soon as practicable; and
 - (ii) Adapt the system to suit local conditions;
 - (10) Appoint decentralized ordering officers within functional areas, as determined necessary, with CCO supervised purchasing authority up to the maximum order limit of the indefinite delivery/requirements contract or blanket purchase agreement. Ordering officers will be trained in the use of simplified acquisition procedures and funds accountability.

(c) *Files and Documentation.*

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(1) The CCO shall maintain files/registers for contracts, BPAs, and purchase orders to record all contracting actions. The records will include: Purchase Request Number, PIIN, date of purchase or award, name of vendor or contractor, dollar amount (U.S. dollars); and a brief description of supplies or services. Dispose of documents according to AFI 37-133, Volume 2, Disposition of Air Force Records—Records Disposition Schedule.

(i) Immediately after conclusion of a short duration deployment (30 days or less), the CCO will provide all contracting records to the unit's home contracting activity for consolidation and integration with other unit records. Appropriate information will be extracted from the CCO records for inclusion in the magnetic tape of Monthly Procurement Summary, DD-ACQ(M)1015, and Base Procurement Activity Report, RCS: SAF-AQC(M)7106.

(ii) During a deployment longer than 30 days, the CCO will submit reports to the headquarters having contracting authority over the CCO. Report formats will be directed by the headquarters. The headquarters having contracting authority over the deployment area will submit reports indicated in (i) above during the extended deployment.

(iii) The following are required when the deployment of a CCO extends across two fiscal years:

(A) For deployments in support of exercises, the operational contracting activity (OCA) will assign a block of PIINs to the deployed CCO for both fiscal years involved. Following the close of business on 30 Sep, the CCO shall forward the required information pertaining to all deployed purchases made during the fiscal year to the units home contracting activity for incorporation into the end of fiscal year report.

(B) For deployments longer than 30 days in support of declared contingencies, the HCA Designee will assign a block of PIINs to all deployed CCOs within the AOR for both fiscal years involved. After the close of business on 30 Sep, the CCO shall forward the required information to the HCA Designee.

(2) The CCO will maintain a Deployed Contingency Contracting Officer's Continuity Book to provide continuity for any follow-on CCO. The book will include as a minimum:

(i) A current vendor and contractor source listing to include vendor names, addresses, telephone numbers, points of contact, and type of supplies and services provided;

(ii) A current list of vendors and contractors that are willing to provide 24 hour per day emergency support;

(iii) Copies of all headquarters policy letters or messages of guidance received to date;

(iv) Minutes of all meetings attended by CCO personnel during the deployment, to include open action items impacting the contracting function;

(v) A listing of all ratification actions to date, including the authority under which the ratification was made;

(vi) Copies of all customer education handouts developed to date;

(vii) Key points of contact at the deployed site to include name, grade, duty title, unit, telephone number, and after hours point of contact, if available;

(viii) Lessons learned during the deployment to date;

(ix) Copies of weekly reports of actions and dollars spent to date; and

(x) Any other pertinent information.

(d) *Host Nation Support Agreements.*

(1) For contingency and exercise operations in a foreign country, a Host Nation Support Agreement (i.e., National Atlantic Treaty Organization (NATO) Mutual Support Agreement), a Status of Forces Agreement, Assistance in Kind Agreements, or Acquisition Cross-Servicing Agreements may exist. These agreements normally are negotiated through the U.S. State Department to provide host nation support for deployed U.S. forces during a contingency operation. Support items under these agreements may include:

(i) Billeting;

(ii) Food, water, and ice;

(iii) Ground fuel;

APPENDIX CC—CONTINGENCY OPERATIONAL CONTRACTING SUPPORT PROGRAM (COCSP)

- (iv) Transportation; and
- (v) Utilities (i.e., electricity or communications).

(2) Deployed CCOs do not have authority to enter into contracts or agreements with foreign governments. However, if an agreement is already in existence, the CCO may have authority to write priced delivery orders against them.

CC-502-2 Contingency contracting activities during build-up.

During the build-up phase of a contingency contracting deployment, the purchasing activity will generally be heavily involved in supporting the newly arrived forces. In this phase, additional contracting personnel will generally arrive with the assigned unit to augment the initial contracting teams. Contracting members from home bases should replace those members located at the site to support initial beddown activities. Establish as early as possible a responsive purchasing system. A responsive purchasing system must include:

(a) *Requirements requisitioning controls.* Implement a procedure which is acceptable to the assigned commander. This procedure needs to address:

- (1) Formats for requisitions such as DD Form 1348-6, DOD Single Line Item Requisition System Document, and AF Form 9, Request for Purchase;
- (2) Approval/Signature authority; and
- (3) Finance and Supply coordination.

(b) *Funding and Disbursing.* Implement a procedure with the assigned Finance staff to ensure funds are available to pay for the contracting officer's contract purchases. Where AF Form 616, Fund Cite Authorization, is used for short term contingencies, instructions must be followed to properly record transactions. This instruction should identify any restrictions on equipment or services which are not appropriately funded by the AF Form 616, Fund Cite Authorization.

(1) CCOs will not be assigned as agents of the Accounting and Finance Office (AFO). This improves internal controls over the distribution of funds to the contractor, avoids a potential conflict of interest for the CCO and makes the CCO less susceptible to personal risk. The deployment commander must initiate any requests to waive this requirement and the HCA Designee must approve any waivers.

(2) Armed escort arrangements must be made where significant amounts of cash are carried outside the military installation.

(c) *Purchasing methods.* SF 44, Purchase Order—Invoice Voucher, cash, and Government credit cards are the primary means of purchasing over-the-counter supplies and services during the initial days of the build-up. BPAs should be issued to several suppliers offering items of the same type as soon as possible to expedite ordering.

(1) Individuals in functional areas should be appointed, trained, and authorized to place calls against prepriced BPAs.

(2) Where cash is used, the SF 44 shall be completed as a receipt to document the transaction and shall be clearly marked to show that payment was made in cash to preclude duplicate payment to the supplier.

(3) Government credit card procedures may be implemented to permit decentralized purchasing of small dollar items during extended contingencies.

(d) *Non-appropriated fund (NAF) contracting.* Implement procedures acceptable to the assigned Commander and Chief of Morale, Welfare, Recreation, and Services (MWRS) that address:

(1) Formats for NAF contracting, such as AF Form 9 and AF Form 2209, Non-appropriated Fund Order for Supplies and Services;

(2) Approval/Signature authority for NAF Contracting;

(3) Use of cash to make local purchases of supplies and resale merchandise; and

(4) Use of BPAs and concession contracts.

APPENDIX CC—CONTINGENCY OPERATIONAL CONTRACTING SUPPORT PROGRAM (COCSP)**CC-502-3 Contingency contracting during sustainment.**

(a) Sustainment contracting provides contracting support from the completion of the build-up phase and through the duration of the contingency. The purchasing activity may expand into items for additional MWRS supplies, equipment and services, additional office supplies, tools, and equipment. Contingency contracting operations will focus on file documentation and cost reduction.

(b) Requirements will be consolidated whenever possible to achieve the economies of quantity buying.

(c) As requirements become better defined, longer term contract arrangements will be established, such as indefinite quantity and requirements contracts. Emphasis should be on improving statements of work to avoid unnecessary costs and contracting with reliable sources at reasonable prices.

(d) Agreements may be established with other Services to share contract arrangements such as transportation, laundry, etc.

(e) Procedures will be established to acquire local purchase items that are not available in the AOR. Alternatives to consider are:

- (1) Stateside support from the unit home base;
- (2) Contracting offices in the vicinity of the deployment, but outside the AOR;
- (3) A stateside location to receive, process, and forward these items to the deployment site; and
- (4) Army Air Force Exchange Service (AAFES) or Navy Exchange Service (NES), if available at the deployment site.

CC-502-4 Contingency contracting activity during termination/redeployment.

(a) On being notified of contingency termination or redeployment, the CCO will:

(1) *Closeout contracts:*

(i) Coordinate with contractors and user activities the timing and procedures for return of all rental items;

(ii) Determine which contracts require formal Termination for Convenience actions and initiate settlement processing procedures with those contractors. During termination of base services, the CCOs will immediately negotiate a reduction to and termination of all base support agreements to coincide with the unit redeployment schedule. As unit assets are redeployed, interim replacement support may be required from the host base or contractor sources, if available. NOTE: Contracts awarded throughout the deployment should be tailored to minimize formal termination requirements wherever possible;

(iii) Ensure that receiving reports and invoices for all purchases pending payment are processed;

(iv) Coordinate with the disbursing agent to ensure that final payments are processed; and

(v) Settle all contractor claims prior to the final CCO redeployment.

(2) *Contract action reporting and documentation:*

(i) Report all contract actions and dollar amounts to the contracting activity that issued the PIINs used during the deployment;

(ii) Document all contracting actions in sufficient detail to provide an audit trail of the acquisition. Include the Purchase Request (PR), award document, justification of fair and reasonable price (if required), receiving reports, invoices, and final payment vouchers; and

(iii) Dispose of documentation in accordance with AFI 37-133, Volume 2.

(3) *After-action report:* Within 30 days after redeployment, each participating CCO shall submit an electronic after-action report to the HCA designee unless waived by HCA with courtesy copy to assigned MAJCOM/LGC. Each quarter, HCA designee will forward a consolidated report to SAF/AQCO (see CC-502-5). After-action reports shall specifically address:

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- (i) A formal update of site survey information concerning potential sources of supply to include items obtained through the U.S. Embassy, host nation support, or servicing U.S. military installations;
- (ii) Problems encountered with the contracting process to include local customs, shortages of supply within the local economy, local political or diplomatic impediments, language difficulties, currency exchange rate fluctuations, and security issues or concerns;
- (iii) Local transportation, billeting, and communication resource availability;
- (iv) Evaluation of any Host Nation Support Agreement or comparable understanding, Status of Forces Agreements, if applicable, and the impact of these agreements upon contingency contracting within the area (applies to overseas contingency);
- (v) Adequacy of facilities, equipment, and other support provided by the deployed commander and the OPLAN under which the deployment was conducted. Specific modifications required for future deployment plans to this or other locations;
- (vi) Any specific problems which could be anticipated to support an extended exercise or contingency operation at this location; and
- (vii) Special personnel requirements (rank, gender, skill level, etc.), contingency kit requirements, or individual clothing and equipment requirements to meet mission demands in this area.

CC-503 Post deployment activities.

To ensure the widest possible dissemination of lessons learned and problems identified in each exercise or deployment, each participating CCO shall submit an electronic after-action report to the HCA Designee. That office will distribute after-action report information to contracting planners at MAJCOMs within 30 days following termination of the deployment. MAJCOMs will submit consolidated and condensed versions of the reports to SAF/AQCO on a quarterly basis. The consolidated report shall be submitted electronically to SAF/AQCO no later than the fifteenth day of the first of the month of each quarter. The reports should identify topics and events and point out new or different situations that impact existing policy and significant items dealing with the interface between contracting and the customers on the deployment. Lessons learned shall be incorporated into the initial and continuation training programs (see Attachment CC-2).

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ATTACHMENT CC-1 DEPLOYMENT KITS

Each operational contracting organization shall maintain sufficient supplies and equipment to provide quick reaction contracting support for deployment taskings and/or local contingencies. In addition to personal gear and unit-issued mobility bags, the subparagraphs below identify two primary Contingency Contracting Kits and equipment packages corresponding to Unit Type Codes XFFK4 and XFFKT which may be sourced for deployment. Operational contracting organizations will maintain the required number of kits as specified in unit designed operational capability statements (DOCs). Refer to individual unit DOCS for specific quantities of items/equipment required to be maintained to support assigned UTCs. Unless otherwise indicated, consumable items such as supplies and forms should be in sufficient quantity to operate for a 30-day period.

(a) XFFK4: This UTC may be tasked with each independently tasked UTC and is designed for large scale pop-up or sustained contingency operations at non-steady state locations or other locations where a robust mobile contracting office is needed with immediate access to operating equipment and supplies. The following items represent *minimum* kit contents to stand up a contingency contracting operation.

(1) Home Station Items to Include in Kit or add to Kit Prior to Deployment/Emergency Response:

- Contracting Officer Warrant (may be reduced to wallet-size)
- International Merchant Purchase Authorization Card (IMPAC)
- IMPAC checks
- List of unit-assigned procurement Instrument Identification Numbers (PIINs)
- International driver license
- Passports (official or tourist)

(2) Equipment and/or Operational Capability:

- Area-specific power transformers, spare batteries, miscellaneous electrical needs, extension cords, etc., (recommend purchase of dual-voltage equipment)
- Laptop computer meeting requirements stipulated in unit DOCs
- Printer or printing Capability (may be purchased at deployment location)
- Copier or copying capability (may be purchased at deployment location)
- Fax machine or fax capability (may be purchased at deployment location)
- Internet access capability (may be purchased at deployment location if available)

(3) Publications, Forms, and Formats (may be automated using CDROM or other paperless media):

- Publications
- FAR/DFAR/AFFAR
- AFM 10-100, Airman's Manual
- AF Handbook 32-4014, Volume 4, USAF ATSO Procedures in a Nuclear, Biological, and Chemical Environment
- USAF IMPAC Procedures
- Defense Acquisition Deskbook, CD ROM
- AF Publications Library, CD ROM
- Local Contingency Contracting Support Plan

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- AFI 10-213, Comptroller Operations Under Emergency Conditions
- AFI 23-206, Cash Sales of Ground Petroleum Products in Oversea Areas
- AFI 64-302, Nonappropriated Fund Contracting
- AFI 34-201, Use of Nonappropriated Funds
- Forms
- SF 26, Award Contract
- SF 30, Amendment of Solicitation/Modification of Contract
- SF 44 (Purchase Order/Invoice/Voucher
- SF 1409, Abstract of Offers/AF 3062 Abstract of Proposals or Quotations (May use automated spreadsheets in lieu of forms)
- SF 1419, Abstract of Offers, Construction (May use automated spreadsheet)
- SF 1442, Solicitation, Offer, and Award (Construction, Alteration, or Repair)
- SF 1449, Solicitation/Contract/Order for Commercial Items
- AF 9, Request for Purchase
- AF 15, USAF Invoice
- AF 4009, Government Purchase Card Fund Cite Authorization
- Formats
- Contract Action tracking system (pending SPS deployment capability, use any automated format or manual purchase registers)
- Simplified Acquisition (Construction under the SAT; Commercial Services and Commodities less than \$5M)
- Construction contract formats, exceeding the SAT
- Blanket Purchase Agreement (with associated appointment letters/call registers)
- NAF contract
- Letter Contract
- Preprinted Commercial formats with clauses for Indefinite Delivery type contracts

(4) Miscellaneous Items/Supplies:

- Flashlights w/spare batteries
- Julian calendar
- General supply -type catalog to aid in communicating purchase descriptions
- Administrative office supplies, pens, paper, etc.
- Handheld calculators
- Secure container (cash box/bag suitable for temporary storage of purchase cards)

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(b) XFFKT: This UTC may also be tasked with any independently tasked UTC and is designed for quick reaction popup contingencies and local emergencies where a sustained presence is not anticipated. This handcarried package provides contingency contracting officers with ready-to-use tools to effect immediate acquisition support for the contingency and track those actions. All items must be maintained in a high state of preassembled readiness. Equipment capability and quantity are specified in individual unit DOCS. Unless otherwise indicated, quantities for consumable supplies and forms should be sufficient to support a field operation for 30 days.

(1) Home Station Items Readily Available:

- Contracting Officer Warrant (may be reduced top wallet-size)
- International Merchant Purchase Authorization Card (IMPAC)
- IMPAC Checks
- List of unit-assigned procurement Instrument Identification Numbers (PIINs)
- International driver license
- Passports (official or tourist)

(2) Equipment:

- Laptop Computer meeting requirements in unit DOCS
- Miscellaneous power needs for laptop (spare batteries, charger, transformers, etc) recommend dual voltage equipment

(3) Publications, Forms, and Formats (should be automated to the maximum extent possible):

- Publications
- Defense Acquisition Deskbook, CD ROM
- Local Contingency Support Plan
- Forms
- SF 44, Purchase Order/Invoice/Voucher
- AF 9, Request For Purchase
- AF 15, USAF Invoice
- AF 4009, Government Purchase Card Fund Cite Authorization
- SF 1449, Solicitation/Contract/Order for Commercial Items
- SF 1442, Solicitation, Offer, and Award (Construction, Alteration, or Repair)
- Formats
- Contract Action Tracking System (pending SPS deployment capability, use any automated format or manual purchase registers)
- Commercial SAP formats (Construction under the SAT, Commercial Services and Commodities less than \$5M)
- Construction formats over the SAT

(4) Miscellaneous Items/Supplies:

- Flashlights w/spare batteries
- Handheld calculator
- Administrative office supplies, pens, paper, etc.

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**ATTACHMENT CC-2 CONTINGENCY OPERATIONAL CONTRACTING SUPPORT PROGRAM
INITIAL TRAINING OUTLINE****PHASE I: GENERAL**

- (a) Purpose
- (b) AFFARS Appendix CC
 - (1) Purpose
 - (2) Format
- (c) Program Requirements
 - (1) Basic Issues
 - (2) Wartime Issues
 - (3) Peacetime Issues
- (d) Organizational Responsibilities
 - (1) SAF/AQCO
 - (2) MAJCOM
 - (3) Unified Commands
 - (4) Commanders
 - (5) Operational Contracting Offices
 - (6) Deployed CCO's Authorities And Responsibilities
- (e) Contingency Acquisition Deviations
 - (1) FAR, DFARS, AFFARS
 - (2) Special Authorizations

PHASE II: TRAINING TO SUPPORT POTENTIAL CONFLICT DEPLOYMENTS

- (a) Predeployment Preparation
 - (1) Planning Responsibilities
 - (i) MAJCOM
 - (ii) Operational Contracting Office
 - (A) Monitor And Review Current Plans
 - (B) Coordination And Inputs On OPLANS
- (b) Deployment Kit Contents
 - (1) Category I: Unit Deployment Kits
 - (2) Category II: Deployment Specific Items
 - (3) Category III: Deployment Equipment
- (c) Site Surveys And Documentation
- (d) Qualification And Designation Of CCO Positions
- (e) Training Requirements

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- (f) Deployment Beddown
 - (1) Responsibilities
 - (i) HCA Designee
 - (ii) CCO
 - (2) Files/Documentation
- (g) Build-Up And Sustainment Activities
 - (1) Build-Up
 - (i) Types Of Items And Services Required
 - (ii) Requirements Requisitioning Controls
 - (iii) Funding And Disbursing
 - (iv) Purchasing Methods
 - (v) Customer Roles
 - (2) Sustainment Contracting
 - (i) Types Of Items And Services Required
 - (ii) Requirements Consolidation
 - (iii) Long Term Contracts
 - (iv) Inter-Service Agreements
 - (v) Establishing Local Purchase Procedures
- (h) Termination and Redeployment
 - (1) Contract Closeout
 - (2) Contract Reporting And File Documentation
 - (3) After-Action Reports And Lessons Learned

PHASE III: TRAINING FOR LOCAL EMERGENCIES

- (a) Planning Responsibilities
 - (1) Reviewing Local Emergency Plans
 - (2) Local Conditions And Unique Emergency Situations
 - (3) Kit Contents
- (b) Contracting Operations
 - (1) Communications And Transportation
 - (2) Record Keeping/Reporting
 - (3) Manual Requisitioning Procedures And Controls
 - (4) Relocation To Other Sites
 - (5) Use Of Forms
 - (6) Contracting Procedures Under Emergencies
- (j) Deployment To Assist Other Locations

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APPENDIX DD—SIMPLIFIED ACQUISITION OF BASE ENGINEER REQUIREMENTS PROGRAM

DD-205 Request For Proposal (RFP).

(a) The SABER RFP should closely mirror the format and content for a large construction solicitation. Specifically, a SABER RFP should include the following:

- (1) Section B of the Schedule, identify the coefficient(s) that the offeror must propose and describe:
 - (i) The factors that generally make up the coefficient(s);
 - (ii) Instances where two or more coefficients may be required (e.g., for standard hours, non-standard hours, geographically-separated ranges or sites, and secure areas); and
 - (iii) Instructions for incorporating Davis Bacon Act labor rate updates and other appropriate changes in the coefficients for options. The contracting officer should establish an economic price adjustment (EPA) clause in accordance with instructions in Attachment DD-7.
- (2) Section C of the Schedule should clearly define the SABER requirements, including:
 - (i) The scope and nature of the requirement;
 - (ii) The applicable contract technical specifications and UPB;
 - (iii) A sample calculation of a "typical" SABER project (using a project that will actually be awarded later under the resulting SABER contract); and
 - (iv) The level of architectural/drafting support to be performed by the contractor.
- (3) In developing the elements of the RFP:
 - (i) Specify a first contract performance period of 12 months (to provide a full year's performance for option exercise purposes), if any phase-in period is required, it should be a separate, unpriced line item in the solicitation and resulting contract;
 - (ii) Do not establish the start of performance periods/option years on or about 01 Oct (avoid tying it to the beginning/end of the fiscal year);
 - (iii) Require the contractor (and allocate space accordingly) to establish an on-base office;
 - (iv) Minimize the number of price coefficients and keep them as simple as possible;
 - (v) Do not use the term "overtime" in reference to non-standard hour effort;
 - (vi) Establish realistic contract minimum and maximum dollar amounts;
 - (vii) Establish, understand, and be able to explain the method for option year adjustments (using either the EPA clause and pre-determined formulas/criteria or by updating the UPB);
 - (viii) Identify any required permits or certifications such as asbestos removal or environmental work;
 - (ix) Consider limiting the contractor's technical proposals to 50 pages or less to expedite evaluation. Do not set a limit on resumes;
 - (x) Require large businesses to include subcontracting plans with initial offers. This prevents premature indications that a firm is the apparent successful offeror and avoid delays resulting from subsequent contracting officer requests for such plans; and
 - (xi) Keep the base legal office and reprographics function apprised of your solicitation schedule to accommodate short suspenses.
- (4) Terms and Conditions. Address the following items as appropriate:
 - (i) Bonding requirements;
 - (ii) Ordering procedures;

APPENDIX DD—SIMPLIFIED ACQUISITION OF BASE ENGINEER REQUIREMENTS PROGRAM

(iii) The Government's right to perform work of the same type as the SABER contractor without breaching or violating the contract; and

(iv) A mechanism for and frequency of adding NPIs to the UPB.

(e) *Pre-proposal conferences.* The unique aspects of SABER and the requirements of each installation make pre-proposal conferences worthwhile. These conferences force the Air Force SABER team to consider various perspectives and differing interpretations of the Government's solicitation. By allowing potential contractors to ask questions, the Air Force can anticipate the receipt of better proposals and an overall smoother acquisition. Planning for the conference should include the selection of an appropriate facility conducive to questions, discussion, and the exchange of information.

DD-206 Reserved**PART 3—SABER PROGRAM EXECUTION AND CONTRACT ADMINISTRATION****DD-301 Processing civil engineer project orders.**

(a) *Issuance of project order.* The Civil Engineer Project Manager:

- (1) Provides the statement of work, including concepts, sketches, and drawings;
- (2) Identifies any statutory cost limitations;
- (3) States any special instructions or requirements; and
- (4) Includes a preliminary independent cost estimate and any required cost comparisons, justifications, and approvals.

(b) *Site visit.* The SABER project manager/inspector, contracting officer representative, using organization, and contractor will conduct a scope validation/site visit for each delivery order. Discussions include:

- (1) Site access;
- (2) Methods and alternatives for accomplishing work;
- (3) Definition and refinement of requirements;
- (4) Requirements for plans, sketches, drawings, etc.;
- (5) Detailed scope of work; and
- (6) Time requirements for completion, phasing requirements, and liquidated damages.

(c) *Contractor's proposal.* After receiving the formal purchase request, the contracting officer requests the contractor to provide a detailed price proposal. The contractor develops this proposal by identifying necessary tasks in the UPB, verifying as-built drawings, refining quantities, pricing NPIs, preparing working drawings, and developing performance times. The SABER program manager may need to answer questions from the contractor and clarify technical aspects of the project.

(d) *Delivery order negotiation.*

(1) The contract administrator and contracting officer review the contractor's proposal for scope, compliance, completeness, and reasonableness. The contract administrator then forwards the technical proposal to the program manager for a detailed technical review. The contracting officer evaluates the proposed method of construction, tasks, quantities, performance schedules, and any contractor drawings.

(2) After receiving the technical evaluation from the program manager, the contracting officer conducts meetings to review the proposal with the contractor. The contracting officer, with assistance from the program manager, establishes the Government's negotiation objective, including any variations involving tasks, methodology, quantities, NPIs, and timelines. Use AF Form 3064, Contract Progress Schedule, in accordance with 5336.291 (a). The contracting officer must ensure that the value of the DO does not exceed \$500,000 or the relative value of the NPIs does not exceed ten percent of the value of the DO, unless waivers are approved. An example of a SABER cost comparison to justify waiver of the \$500,000 limitation is provided as Attachment DD-6.

(3) If the contractor's proposal is not acceptable, either:

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- (i) Return the proposal to the contractor for rework; or
 - (ii) Return the work request folder to the BCE to determine if the project should be canceled, delayed, or accomplished by some other means than the SABER contract.
- (4) After completing negotiations, the contracting officer prepares a price negotiation memorandum (PNM) in accordance with FAR Subpart 15.406-3. All SABER delivery orders must have a PNM that:
- (i) Describes any changes to the Government negotiation position and Government estimate. Additional technical support documentation required to support a change in the objective, will be prepared by the program manager and revisions to the estimate must be approved by the appropriate BCE;
 - (ii) Explains the basis for the final negotiated amounts for each task under the UPB and each NPI and demonstrate that the contracting officer effectively considered all significant aspects of the project and contractor's proposal; and
 - (iii) Contains a determination that the negotiated price is fair and reasonable.

DD-302 Delivery order issuance and modifications.

(a) After all required documentation and approvals such as clearance requirements, have been completed, the contracting officer issues the DO. The DO should include the specifications and/or statement of work and any associated drawings. The contractor commences work in accordance with the negotiated schedule.

(b) If bona fide differing site conditions are encountered during the execution of the delivery order, or a legitimate change to the work is required, the delivery order may be modified.

(1) The program manager will initiate a request for modification in the same manner as the transmittal of the original requirement. The contracting officer and program manager must thoroughly document all actions (new site visits, technical evaluations, negotiations, etc.) regarding the change to include any consideration given or received.

(2) The contracting officer then requests the contractor to submit a change proposal to address any new taskings or changes to the current DO. The change proposal is evaluated by the Government in much the same manner as the original proposal. If the modification would cause the DO to exceed the limitations at DD 104, a waiver must be approved before the modification to the DO may be issued.

DD-303 Inspection and acceptance.

(a) The program manager is responsible for ensuring the performance of quality assurance inspections associated with the delivery order until work completion, including final inspection and acceptance. Inspection requirements specified in AFI 32-1023, Design and Construction Standards and Execution of Facility Construction Projects, must be complied with.

(b) Contracting officers and contract administrators must establish procedures to monitor contractual requirements including the percentage of direct work completed by the SABER contractor as specified at FAR 52.236-1, Performance of Work by the Contractor. Additionally, the SABER program manager must provide surveillance to ensure compliance with contractual superintendence and DBA requirements.

(c) The goal of the contracting process is to have the contractor satisfactorily perform the requirements of the basic contract and each delivery order. Upon acceptance and certification of work completion, the acceptance documentation is forwarded to accounting and finance for payment. When the DO is completed, the program manager forwards the inspection logs to the contract administrator (for inclusion in the contract file) and the project folder to Customer Service for close out.

DD-304 Adding NIPs to the UPB.

(a) When prices for NPIs are negotiated and incorporated in a DO, this does not incorporate the items in the UPB for subsequent use as a priced item. To permit subsequent use under the UPB, NPIs must be incorporated by supplemental agreement to the SABER contract. This may be done in conjunction with an annual update to the UPB to address economic conditions or separately at another time during the year. Also, a contract provision may be developed to permit regular (such as quarterly or annual) incorporation of negotiated NPIs into the UPB. However, prices already established in the UPB may not be adjusted in this way.

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(b) Once an item has been added to the UPB, it becomes a prepriced item under the contract. Therefore, when negotiating NPI additions to the UPB, care must be taken to ensure only the direct costs of the NPI are included in the UPB. Before adding items to the UPB, adjust negotiated current year direct costs. Account for indirect costs by applying the coefficient to the UPB price when the requirement is ordered under individual DOs. To simplify the process of adding NPIs to the UPB, NPIs should be negotiated at current year direct costs and then adjusted back to base year costs by multiplying by the economic price adjustment index for the base year and dividing by the contract economic price adjustment index for the current year. The coefficient can be applied to a delivery order NPI when only direct costs are negotiated for the NPI.

DD-305 Funding.

(a) In order to expedite year end or emergency requirements, SABER projects may be processed up to the point of award in advance of funding.

(1) The preliminary cost estimate must be provided to the contracting officer prior to negotiations. The preliminary cost estimate should be sufficiently detailed to provide for adequate planning and budgetary purposes only. The degree of detail will vary depending upon the complexity and scope of the proposed delivery order.

(2) Prior to requesting the contractor's proposal (if the contract does not include a line item for project estimating, proposal fee paid to the contractor and later deducted from the delivery order amount if the project is awarded), the contracting officer must obtain from the contractor a no cost agreement if the order is not awarded with acknowledgment that funds are not available.

(b) The contracting officer establishes milestones for actions in support of end of year actions to ensure sufficient lead time for SABER review, approval requirements, receipt of preliminary SABER project cost estimates, technical analyses, and negotiations. Cut-off dates are established to ensure the Government negotiation team has adequate time to review the estimate and develop a negotiation objective prior to negotiations.

DD-306 Liquidated damages.

(a) Liquidated damages are applicable to individual delivery orders, not the total contract.

(b) The determination to include liquidated damages on a delivery order shall follow the procedures in FAR 12.202 and FAR 36.206. Consideration must be given to the total number of orders outstanding and the ability of the contractor to control project milestones.

DD-307 Bonding.

(a) The amount of bonding the Government requires is determined in accordance with FAR Part 28. For SABER contracts, the initial bond amounts are based upon the guaranteed minimum quantity.

(b) FAR Part 28 allows the contracting officer flexibility in increasing the bond amounts in the course of contract performance. When the value of delivery orders in progress exceeds the existing bonding, the contracting officer should get additional bond protection by directing the contractor to increase the penal amount of the existing bond, or to obtain addi-

tional bonds. When the guaranteed dollar amount is exceeded, FAR 28.102-2 (a) and (b) penal sums apply. The cost for the additional bond security is included in the coefficient and no adjustment to price shall be made.

(1) In negotiated SABER contracts, the contractor should include bond premiums costs as indirect costs based upon the total contract amount, not just the bonding requirements imposed for the minimum guarantee at contract award.

(2) The payments clause (see FAR 52.232.5, Payments Under Fixed-Price Construction Contracts) requires the Government to reimburse the contractor for bond premiums upon request if the contractor provides evidence of full payment of such premiums to the surety. Since the premiums are an indirect expense which have been included in the contractor's coefficient, payment for such premiums are the same as all other progress payments made under delivery orders. Payment for bond premiums, at any point during contract performance, are not additional costs under the contract.

PART 4—OPTIONS AND FOLLOW-ON CONTRACTS

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DD-401 Initial term and options.

The initial term of a SABER contract is normally 12 months. SABER contracts include options to increase the term of the contract in annual increments. In deciding the number of annual options to include, the contracting officer should balance the benefits of increased administrative efficiency in exercising the option and the positive performance incentive offered to the incumbent contractor against the added economic and market risks that result from extending the contract term. Generally, three options years offer an optimum balance. The contracting officer shall not include options for more than four years.

DD-402 Option price adjustments.

SABER contracts shall contain provisions for making annual adjustments to the option prices. This may be done either by incorporating a new UPB that has been updated to reflect current market conditions or by updating the coefficients using criteria and predetermined formulas in an economic price adjustment (EPA) clause. See Attachment DD-7 for an example of a coefficient adjustment clause.

DD-403 Davis Bacon Wage Determinations.

Each year new Davis Bacon wage determinations, which are issued by the Department of Labor, must be incorporated into the contract. New wage rates may be incorporated in the UPB under a contract clause that provides for annual updates to the UPB or by adjusting the coefficients under an EPA clause. An example of a contract clause follows:

“Incorporation of Current Davis Bacon Wage Decision for Option Periods.

The contracting officer shall, concurrent with exercise of any annual option, incorporate the current applicable Davis Bacon Wage Decision, which shall become effective on the first day of the option period and shall remain effective for the entire option period. The contractor shall compensate all covered employees at not less than the rates specified on the Wage Decision applicable to the current option period. No contract price adjustment will be made relative to incorporation of the current Wage Decision except as may be required in accordance with Provision [*identify provision*], economic price adjustments.”

DD-404 Follow-on contracts.

Follow-on contracts should incorporate lessons learned from previous contracts in order to improve the effectiveness of each successive effort. Each installation should ensure thorough documentation of the experiences under the SABER contract. Lessons learned should be made available to SABER personnel and made a part of training. Document preparation and source selection activities can take up to nine months, therefore it is imperative to begin planning and preparation for a follow-on SABER contract early.

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ATTACHMENT DD-1 SAMPLE COMMERCE BUSINESS DAILY SYNOPSIS**SIMPLIFIED ACQUISITION OF BASE ENGINEERING REQUIREMENTS (SABER)**

ESTIMATED BID OPENING DATE: [insert date] Contact [identify contracting specialist and provide phone number] for solicitation package. The subject acquisition is for a broad range of maintenance, repair, and minor construction work on real property at [insert name of Air Force base] AFB and its associated sites. The work is required in support of [insert activity name] CES, Base Civil Engineer (BCE) activities. The contract will be an indefinite delivery-indefinite quantity type contract and will include a wide variety of individual construction tasks as identified in the Unit Price Book (UPB). During the contract period, the BCE will identify construction tasks required to complete each specific job, and Operational Contracting will negotiate and issue individual delivery orders to the contractor to complete those jobs. The contractor will be required to furnish all materials, equipment, and personnel necessary to manage and accomplish the projects. The contractor will be required to maintain a management office on [insert Air Force base] AFB in order to receive delivery orders and provide other management services related to accomplishing individual jobs. Individual jobs will vary in size and complexity. The jobs will include tasks in a variety of trades, including carpentry, road repair, roofing, excavating, interior electrical, steam fitting, plumbing, sheet metal, painting, demolition, concrete masonry, and welding. The guaranteed contract minimum is \$[insert dollar amount], and the proposed maximum is \$[insert dollar amount]. The average value of SABER delivery orders under the current (or just completed) SABER contract at [insert Air Force base] AFB was \$[insert dollar amount], with a range from \$[insert dollar amount] to \$[insert dollar amount]. (Otherwise, you might choose to indicate that the statistical average for all SABER delivery orders, Air Force wide, for the period 1990-1993 was \$40,000 per year.) The performance period will be a twelve month basic year with four twelve-month option years. The proposed contract is being considered for 100 percent small business set-aside. Interested small business concerns should, as early as possible, but no later than 15 days of this notice, indicate interest in the acquisition by providing evidence of capability to perform and a positive statement of eligibility as a small, socially and economically disadvantaged business concern. The Government anticipates significant subcontracting activity under the SABER contract. Due to the size of the solicitation, a \$[insert dollar amount] fee, payable to [insert name of payee], is required for each copy of the solicitation package requested.

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ATTACHMENT DD-7 SAMPLE CLAUSE FOR SABER ECONOMIC PRICE ADJUSTMENT (EPA)

(a) Coefficient(s) for SABER options under this contract shall be adjusted annually to recognize variations in labor, equipment, and material costs as stated below.

(b) The Market Trends Construction Cost Index (CCI) for the city of *[insert where the work is to be performed]* as published in the McGraw Hill publication "Engineering News Record (ENR)" shall be used to determine adjustments to the contract coefficients for options under this contract. To determine the amount of adjustment, the contracting officer will calculate the change in the index appearing in the issue of ENR published during the month prior to the effective date of the option from *[the contracting officer shall enter the most recently published index at the time of initial contract award]*. Eighty percent of this variation will be applied to *[the contracting officer shall enter the coefficient for the initial period of the contract]*. If the publication of the index should be discontinued, the parties to the contract will negotiate a replacement index or new contract provision. If a replacement index or contract provision cannot be agreed upon, the contracting officer may unilaterally determine the contract adjustment method, and the contractor may dispute the determination under the Disputes Clause. Adjustments to option year contract coefficients shall be determined in accordance with the following formulae:

(1) To calculate the new coefficient use:

$$C = C_i * f$$

Where:

C = New Coefficient;

f = Adjustment Factor; and

C_i = Contract pricing coefficient at contract award.

(2) To calculate the Adjustment Factor use:

$$f = ((CCI_c - CCI_i) / CCI_i) * 80\% + 1$$

Where:

CCI_c = the ENR index for the option; and

CCI_i = the ENR index for the initial contract award.

(c) Adjustment calculations for second and subsequent option years shall each be based on the contract coefficient for the initial contract period.

Sample EPA Calculations

EPA Coefficient-Index Matrix

<u>Action</u>	<u>ENR Index</u>	<u>Adjustment Factor</u>	<u>Coefficient</u>
Contract Award	110.0	NA	1.03
Option 1	115.4	1.039	1.07
Option 2	130.2	1.147	1.18
Option 3	125.1	1.110	1.14
Option 4	100.0	.928	.96

NOTE: Round calculation results as done in this example.

EPA Calculations

Column 2 - ENR Indices for the options are taken from the issue of the McGraw Hill publication ENR published during the month prior to the effective date of the option. The ENR Index for the Contract Award is the most recent ENR index published during the month prior to initial contract award.

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ATTACHMENT DD-8 DELIVERY ORDER FILE CHECKLIST

CONTRACT NO: _____ DELIVERY ORDER NO: _____ DATE ORDER AWARDED: _____
 CONTRACTOR/SUBCONTRACTOR: _____ AMOUNT OF THIS ORDER: _____

- | | <u>YES</u> | <u>NO</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| 1. Does file contain properly approved and classified work request (AF Form 332)? | | |
| 2. Are sufficient funds available and documentation contained within the file? | | |
| 3. Is the memorandum for record of site visit adequate? | | |
| 4. Does the file contain statement of work revisions for changes as a result of the site visit or negotiations? | | |
| 5. Does the file contain record of installation commander approval and supporting documentation, if DO or NPIs exceed limitations? | | |
| 6. Does the contractor's proposal contain: | | |
| (a) Proposal for the scope as stated in the request for proposal? | | |
| (b) Pricing by line item in accordance with the SABER UPB? | | |
| (c) Non-prepriced items? | | |
| (d) Method of construction? | | |
| (e) Other items as stated in the request for proposal? | | |
| 7. Does the file contain an adequate technical evaluation? | | |
| 8. Does the Record of Negotiations provide sufficient detail of the negotiated variances in price, period of performance, quantities, statement of work changes, negotiated methodology, etc.? | | |
| 9. Is DD Form 1155 complete and does it contain: | | |
| (a) Accounting and appropriation data? | | |
| (b) Scope of work? | | |
| (c) Period of performance? | | |
| (d) Any mandatory methodologies? | | |
| (e) Negotiated NPIs? | | |